REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS - CITY HALL
#1 CITY HALL PLACE
MONDAY, March 28, 2022 7:00 P.M.

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

A. CALL TO ORDER: President Heather Graham

B. INVOCATION: Pastor Steve Cornella, Pueblo Christian Center

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E.1. Proclamation Presentation: "Week Of The Young Child- April 2-8, 2022", - Angela Shehorn, Director Of Children First /Pueblo Early Childhood Council

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, March 14, 2022*** as distributed.

Documents:

03-14Minutes.pdf

K. PUBLIC HEARING - WILDHORSE METROPOLITAN DISTRICT SERVICE PLAN NOS. 1-5
***Required Council Action*:** Open Hearing, Receive Staff and Public Testimony regarding the applicable requirements of Section 32-1-202(2), 32-1-203(2) and 204.5, C.R.S. Close the Public Hearing.

K.1. A RESOLUTION APPROVING THE SERVICE PLAN FOR WILDHORSE

METROPOLITAN DISTRICT NOS. 1-5

Documents:

Resolution_14833.pdf
Service Plans No 1-5.pdf

L. CONSENT AGENDA

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

M. RESOLUTIONS

M.1. A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $51,689.55 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIRS IN BASIN-5 VARIOUS LOCATIONS, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

Documents:

Resolution_14834.pdf
Bid Summary_Change Order_Map.pdf

M.2. A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $458,991.92 TO RAPID RESTORATION AND CONSTRUCTION, INC. AND SETTING FORTH $41,008.08 FOR CONTINGENCIES, FOR PROJECT NO. 22-006 MINERAL PALACE PARK PICKLEBALL COURTS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Documents:

Resolution_14835.pdf
Bid Summary.pdf

M.3. A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $28,673.40 TO DOUG VAUGHN LLC AND SETTING FORTH $3,326.60 FOR CONTINGENCIES, FOR PROJECT NO. 22-005 CONSTRUCT CROSSPAN AT 12TH AND HUDSON AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Documents:

Resolution_14836.pdf
Bid Summary.pdf

M.4. A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO THE ROCKY MOUNTAIN COLLEGIATE CYCLING CONFERENCE FOR THE USE OF VICTORIA AVENUE FROM B STREET TO UNION AVENUE, UNION AVENUE FROM B STREET TO CITY CENTER DRIVE, ALAN HAMEL AVENUE FROM CITY CENTER DRIVE TO MAIN STREET, C STREET FROM VICTORIA AVENUE TO MAIN STREET, D STREET FROM VICTORIA AVENUE TO MAIN STREET, AND GREENWOOD STREET FROM VICTORIA AVENUE TO CITY CENTER DRIVE AND THEIR RIGHTS OF WAY TO HOST THEIR PUEBLO CLASSIC BICYCLE RACE, THE PERMIT ALSO AUTHORIZES THE PUEBLO CHAMBER OF COMMERCE TO SET UP A BEER GARDEN ON UNION AVENUE JUST EAST OF ALAN HAMEL AVENUE

Documents:

Resolution_14837.pdf
Revocable Permit.pdf

M.5. A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO FIRST PRESBYTERIAN CHURCH FOR THE USE OF WEST 10TH STREET AND THE RIGHT OF WAY IN BETWEEN COURT STREET AND MAIN STREET TO HOST THEIR EASTER EGG HUNT

Documents:

Resolution_14838.pdf
Revocable Permit.pdf

M.6. A RESOLUTION MAKING LEGISLATIVE FINDINGS THAT THE MITCHELL PARK SOUTH AREA OF THE CITY OF PUEBLO IS A BLIGHTED AREA AND APPROPRIATE FOR AN URBAN RENEWAL PROJECT

Documents:

Resolution_14839.pdf
Conditions Study.pdf

M.7. A RESOLUTION ADOPTING AND APPROVING STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS FOR THE CITY OF PUEBLO, COLORADO DATED MARCH 28, 2022

Continued to April 11, 2022 meeting

Documents:

Resolution_M-7.pdf
Standard Construction Specifications.pdf

M.8. A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF GEORGE SAMARAS TO COMPLETE A FOUR-YEAR TERM EXPIRING JUNE 30, 2023 ON THE PUEBLO ENERGY ADVISORY COMMISSION

Documents:

Resolution_14840.pdf
Application.pdf

N. ORDINANCES – FIRST PRESENTATION

N.1. AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $111,949 BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., FOR CONSULTING ENGINEERING SERVICES RESPECT TO THE GROUNDWATER DEWATERING WELL PERMIT COMPLIANCE AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_N-1.pdf
Agreement.pdf

N.2. AN ORDINANCE APPROVING AMENDMENT #1 TO THE INTERGOVERNMENTAL AGREEMENT, BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COUNTY RELATING TO THE USE OF 2016 BALLOT QUESTION 1A

CAPITAL IMPROVEMENT PROGRAM PROJECT FUNDING FOR THE EASTSIDE PEDESTRIAN, PARKING AND STREETSCAPE IMPROVEMENTS, BUDGETING AND APPROPRIATING $100,000 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_N-2.pdf
Amendment to InterGovernmental Agreement.pdf

N.3. AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION AND BIF IV INTREPID OPCO, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND GRANTING SAID ENTITY A CITY TELECOMMUNICATIONS LICENSE

Documents:

Ordinance_N-3.pdf
License Agreement.pdf

N.4. AN ORDINANCE AMENDING ZONING RESTRICTIONS TO THE VILLA BELLA, PLANNED UNIT DEVELOPMENT GUIDE

Documents:

Ordinance_N-4.pdf
P_Z Report.pdf

N.5. AN ORDINANCE ESTABLISHING PROJECT NO. PS2203 FOR THE NURSE NAVIGATION PROGRAM, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $201, 869 TO SAID PROJECT, APPROVING AND ACCEPTING GRANT FUNDS PURSUANT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE COLORADO DIVISION OF HOMELAND SECURITY & EMERGENCY MANAGEMENT, APPROVING THE RELATED NURSE NAVIGATION AGREEMENT BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND ACCESS2CARE, LLC AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_N-5.pdf
Nurse Navigation Agreement.pdf

N.6. AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BETWEEN THE CITY OF PUEBLO AND HOMELAND SECURITY INVESTIGATIONS REGARDING REIMBURSEMENT OF POLICE PERSONNEL OVERTIME AND OTHER EXPENSES ACCRUED WHILE WORKING JOINT OPERATIONS

Documents:

Ordinance_N-6.pdf
Agreement.pdf

N.7. AN ORDINANCE AMENDING THE PUEBLO MUNICIPAL CODE IN ACCORDANCE WITH COLORADO RULES OF CIVIL PROCEDURE RULE 106

Documents:

Ordinance_N-7.pdf

N.8. AN ORDINANCE CREATING AN ENTERTAINMENT DISTRICT PURSUANT TO ARTICLE VII OF CHAPTER 3 OF TITLE XI

Documents:

Ordinance_N-8.pdf
District Map.pdf

N.9. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN SEVEN SUBRECIPIENT AGREEMENTS BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND (1) BOYS AND GIRLS CLUBS OF PUEBLO COUNTY, A COLORADO NONPROFIT CORPORATION, FOR (A) THE EAST SIDE CLUBHOUSE PROJECT AND (B) TO PURCHASE 2 MINIBUSES; (2) NEIGHBORWORKS SOUTHERN COLORADO, INC., A COLORADO NONPROFIT CORPORATION FOR THE FINANCIAL NAVIGATOR PROGRAM; AND (3) PUEBLO COMMUNITY COLLEGE, A COLORADO COMMUNITY COLLEGE, FOR (A) THE INDUSTRIAL SEWING TRAINING PROGRAM; (B) THE INDUSTRIAL PAINTING TRAINING PROGRAM; (C) THE PLACE FOR ACADEMIC KNOWLEDGE (PEAK) PROGRAM; AND (D) THE SCIENCE, TECHNOLOGY, ENGINEERING AND MATHEMATICS (STEM) PROGRAM, ALL AS AUTHORIZED BY SECTION 603 (C)(1)(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY F

Documents:

Ordinance_N-9.pdf
Subrecipient Agreements.pdf

N.10. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, A MUNICIPAL/COUNTY PUBLIC HEALTH AGENCY, FOR PREMIUM PAY FOR ELIGIBLE WORKERS PERFORMING ESSENTIAL WORK, AS AUTHORIZED BY SECTION 603 (C)(1)(B) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF NINETY-ONE THOUSAND THREE HUNDRED SEVENTY-ONE DOLLARS ($91,371.00) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

Documents:

Ordinance_N-10.pdf
Subrecipient Agreement.pdf

O. APPROVAL OF CONSENT AGENDA

O.1. I Move To Approve All Resolutions Set Forth In The Consent Agenda; Pass The Ordinances Of The Consent Agenda, Setting The Public Hearings For Monday, April 11, 2022, And Order The Ordinances To Be Published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q.1. A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO AMERICAN MEDICAL RESPONSE IN THE AMOUNT OF ONE THOUSAND DOLLARS ($1,000) TO SPONSOR THE 2022 AMERICAN MEDICAL RESPONSE SAFETY JAM EVENT

Documents:

Resolution_14841.pdf
Council Contingencies.pdf
Request.pdf

Q.2. A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO SOUTHERN COLORADO PRESS CLUB IN THE AMOUNT OF FIVE HUNDRED DOLLARS ($500) TO SPONSOR THE 2022 SHEEP DIP EVENT

Documents:

Resolution_14842.pdf
Council Contingencies.pdf
Request.pdf

R. ORDINANCES – FINAL PRESENTATION

R.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_10133.pdf
Agreement.pdf

R.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_10134.pdf
Ordinance 9951.pdf

R.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_10135.pdf
Easement.pdf
Maintenance Agreement.pdf

R.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_10136.pdf
Easement.pdf
Maintenance Agreement.pdf

R.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_10137.pdf
Easement.pdf
Maintenance Agreement.pdf

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

Documents:

Ordinance_10138.pdf
Mitchell Park South Plan.pdf

R.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_10139.pdf
Data Use Agreement.pdf

R.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_10140.pdf
Agreement.pdf

R.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_10141.pdf
Memo of Understanding.pdf

R.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_10142.pdf

R.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_10143.pdf

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

Documents:

Ordinance_10144.pdf

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

Documents:

Ordinance_10145.pdf

R.14. AN ORDINANCE APPROVING AND ADOPTING THE 2022 PUEBLO REGIONAL COMPREHENSIVE PLAN FOR THE PHYSICAL DEVELOPMENT OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

Continued to April 11, 2022 meeting

Documents:

Ordinance_R-14.pdf
PuebloRegionalComprehensivePlan.pdf
P_Z Report.pdf

ADJOURN

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

MINUTES

A. CALL TO ORDER President Heather Graham

B INVOCATION Pastor Josh Richardson, 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, Deputy City Attorney Bob Jagger, Chief of Staff Laura Solano, City Clerk Marisa Stoller.

E. SPECIAL RECOGNITIONS

- Achievement Presentation: Pueblo East High School 4A State Wrestling Champions – Coach Patrick Laughlin

F. PUBLIC FORUM

- Elvis Martinez – Elections
- Laura Hall – Various topics
- Luke Wodiur – Ballots
- Dave DeCenzo – 2035, Post Hoc, Homeless

G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

Mayor Gradisar congratulated all the young people in our local high schools who have represented Pueblo so well. He mentioned the Association of American Railroads is here for their conference and how this is exactly the kind of thing we want to come to our town. He also discussed the airport service seeking authorization to cancel service to Pueblo; the City has made it clear to Skywest that they will have to retain this essential service until an alternate can be found.

MINUTES

H. REVIEW AND APPROVAL OF THE AGENDA

The agenda was reviewed page by page. Ms. Winner requested items M-4 and M-5 be moved to the Regular Agenda. President Graham requested that item Q-4 be moved to the first item under T. Communications.

Ms. Martinez, seconded by Mr. Martinez Ortega, moved to move items M-4 and M-5 to the regular agenda, to move item Q-4 to the first item under T. Communications and to approve the agenda as modified.

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

I. READING AND APPROVAL OF MINUTES

Mr. Flores, seconded by Mr. Martinez Ortega, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **Monday, February 28, 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 FEBRUARY 9, 2022.

M. RESOLUTIONS

M-1 RESOLUTION NO 14823 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

M-2 RESOLUTION NO 14824 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

M-3 RESOLUTION NO 14825 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

MINUTES

M-4 MOVED TO REGULAR AGENDA

M-5 MOVED TO REGULAR AGENDA

M-6 RESOLUTION NO 14826 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

M-7 RESOLUTION NO 14827 CONFIRMING THE APPOINTMENT BY THE MAYOR OF TED HERNANDEZ AND LARRY COOK TO THE BANDERA SPECIAL IMPROVEMENT MAINTENANCE DISTRICT ADVISORY COMMITTEE

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 – *submitted for First Presentation*

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

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. – *submitted for First Presentation*

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

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 – *submitted for First Presentation*

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

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 – *submitted for First Presentation*

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

MINUTES

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 – *submitted for First Presentation*

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

N-6 AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE URBAN RENEWAL PLAN FOR THE MITCHELL PARK SOUTH PROJECT AREA – *submitted for First Presentation*

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

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 – *submitted for First Presentation*

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

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 – *submitted for First Presentation*

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

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 – *submitted for First Presentation*

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

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 – *submitted for First Presentation*

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

MINUTES

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 – *submitted for First Presentation*

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

N-12 AN ORDINANCE AMENDING CHAPTER 3 OF TITLE XI TO CONFORM WITH STATE STATUTES AND REGULATIONS – *submitted for First Presentation*

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

N-13 AN ORDINANCE AMENDING TITLE XI OF THE PUEBLO MUNICIPAL CODE TO CORRECT TERMINOLOGY FOR VENOMOUS ANIMALS – *submitted for First Presentation*

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

O. APPROVAL OF CONSENT AGENDA

Mr. Atencio, seconded by Mr. Flores, moved to receive and file the minutes from the Planning and Zoning Commission, moved to 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.**

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

P. REGULAR AGENDA

Q. RESOLUTIONS

M-4 RESOLUTION NO 14828 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

A staff report and detailed review of the Ordinance was given by Chief of Staff Laura Solano.

Mr. Atencio, 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.

MINUTES

M-5 RESOLUTION NO 14829 TRANSFERRING CITY OWNED PROPERTY TO BLACK HILLS COLORADO ELECTRIC, LLC A DELAWARE LIMITED LIABILITY COMPANY

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

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

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

Q-1 RESOLUTION NO 14830 AUTHORIZING PAYMENT OF FUNDS IN THE AMOUNT OF $269,998 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)

A staff report and detailed review of the Ordinance was given by Lori Pinz, Director of IT.

Ms. Martinez, 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-2 RESOLUTION NO 14831 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

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

Ms. Martinez, 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 14832 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

A staff report and detailed review of the Ordinance was given by Councilor Sarah Martinez.

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

MINUTES

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

Q-4 MOVED TO T. COMMUNICATIONS

R. ORDINANCES – FINAL PRESENTATION

R-1 ORDINANCE NO 10129 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 Final Presentation*

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

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-2 ORDINANCE NO 10130 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 Final Presentation*

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

PUBLIC HEARING:

- Celest Ariana appeared in person to speak regarding this ordinance

Seeing no one else 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.

MINUTES

R-3 ORDINANCE NO 10131 AMENDING ZONING RESTRICTIONS TO REZONE LOTS 4-8, BLOCK 1, COLLEGE ROAD SUBDIVISION, 4TH FILING, (COLLEGE ROAD SUBDVISION 4TH FILING, REARRANGEMENT OF PROPERTY BOUNDARIES, RPB-21-12, PARCELS A, B, AND C) TOTALING 2.24-ACRES FROM B-4, CENTRAL BUSINESS DISTRICT TO B-P, BUSINESS PARK DISTRICT – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Scott Hobson, Director of Planning and Community Development. Mr. Hobson requested that items from the Planning & Zoning Commission Case #Z-21-14 for December 8, 2021 be made part of the record for this hearing. So ordered by President Graham.

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-4 ORDINANCE NO 10132 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 Final Presentation*

A staff report and detailed review of the Ordinance was given by Scott Hobson, Director of Planning and Community Development. Mr. Hobson requested that the records for Planning & Zoning Committee Case #TA-201 for February 9, 2022 be made part of the record for this hearing. So ordered by President Graham.

PUBLIC HEARING:

- Dan DeCinzo appeared in person to speak against this ordinance

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

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

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

S. COUNCIL MEMBER CONFLICT OF INTEREST

Councilmember Lori Winner was excused from the meeting due to a conflict of interest with agenda item numbers Q-4 and T-1.

MINUTES

T. COMMUNICATIONS

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

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

- Sandra Sherrer appeared in person to speak against this Resolution
- Elvis Martinez appears in person to speak against this Resolution

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

Roll Call - Ayes: None. Nays: Atencio, Flores, Graham, Maestri, Martinez, and Martinez Ortega. Motion fails 6-0 with Winner recused.

T-1 A CITIZEN FILED ETHICS COMPLAINT AGAINST LORI WINNER

Ms. Martinez, seconded by Mr. Martinez Ortega, moved to accept the communication.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, and Martinez Ortega. Motion carried 6-0 with Winner recused

Deputy City Attorney Bob Jagger gave a report regarding the content of the complaint and recommended to dismiss complaint for failure to state a claim.

Ms. Graham, seconded by Ms. Maestri, moved to dismiss the complaint.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, and Martinez Ortega. Motion carried 6-0 with Winner recused.

ADJOURN: 9:00 p.m. President Graham Adjourned the Meeting into Executive Session.

Respectfully submitted,

Marisa Stoller
City Clerk

BACKGROUND PAPER FOR PROPOSED RESOLUTION

COUNCIL MEETING DATE: March 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: A RESOLUTION APPROVING THE SERVICE PLAN FOR WILDHORSE METROPOLITAN DISTRICT NOS. 1-5

SUMMARY:

The property owner, Wild Horse Land and Holdings, LLC, who is the proponent for the creation of the Wildhorse Metropolitan Districts Nos.1-5 established under Title 32 of the Colorado Revised Statutes have submitted a Service Plan to the City for the proposed districts. The areas where the districts would be established totals approximately 179 acres. The properties were annexed into the City of Pueblo on January 24, 2022, by Ordinance Nos. 10103 and 10104. A master plan for the property was approved as the Wildhorse Overall Development Plan by the City's Planning and Zoning Commission on March 9, 2022. In accordance with the requirements of Title 32, Section 32-1-204.5, C.R.S., the City Council is required to approve the Service Plan of the districts prior to proceeding with the remaining steps to form the district under state statutes.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council's approval of the Service Plan for the Wildhorse Metropolitan Districts Nos. 1-5 ("Service Plan") is the initial step in creating a metropolitan district under Title 32 of the Colorado Revised Statutes. The proposed metropolitan districts are contained within the area that is located generally of the intersection of Colorado SH45 (Pueblo Boulevard) and US Highway 50W in the City and County of Pueblo. The Service Plan encompasses the areas of the five metropolitan districts that coincides with the boundary of the Wildhorse Annexation Nos 1 and 2. The Service Plan contains the finance, construction, operation and maintenance of the facilities and improvements described within the service area.

The metropolitan districts are proposed to be formed as separate distinct legal entities from the City with their own elected board of directors under the Colorado Special District Act. The Districts will have the authority, subject to voter approval, to impose mill levies on properties in the Districts for the specific purposes, including the operation of the district's authorized services and debt payments, as described in the Service Plan. The proposed metropolitan districts may not deviate in a material manner from the requirements of the Service Plan.

The Service Plan consists of a description of the proposed services, financial analyses and general engineering plans showing how proposed facilities and services will be provided and financed. The plan provides a general description of the facilities to be constructed, general estimated costs, and the standards of such construction, including a statement of how the facility and service standards of the Districts are compliant with facility and service standards of the City. The approval of the Service Plan by City Council does not imply any approval by the City of any development or improvement plan that is utilized or described in the Service Plan.

Wildhorse Metropolitan Districts Nos. 1-5 will be organized to finance, construct, own, manage and operate the public improvements throughout the development areas. The Coordinating District may provide administrative services for and on behalf of the Financing Districts. The Coordinating District may own, operate and maintain the public facilities and improvements within the Development that are not otherwise dedicated or conveyed to the City, the County, or other public entity or owners' association. The Financing Districts (District No. 2, District No. 3, District No. 4, and District No. 5) will be responsible for financing its respective share of the improvements and associated operations and maintenance costs, as described in the respective plan for each Financing District.

The area proposed to be included within the boundaries of District No. 1, the Coordinating District, will initially contain approximately 18.66 acres. The area proposed to be included within the boundaries of District No. 2, a Financing District, will initially contain approximately 26.93 acres. The area proposed to be included within the boundaries of District No. 3, a Financing District, will initially contain approximately 53.86 acres. The area proposed to be included within the boundaries of District No. 4, a Financing District, will initially contain approximately 13.62 acres. The area proposed to be included within the boundaries of District No. 5, a Financing District, will initially contain approximately 66.26 acres. The Service Plan allows for the boundaries of Districts to be adjusted from time to time in accordance with the provisions of the Service Plan.

The Service Plan provides for the design, acquisition, construction, installation and financing of certain water, sanitation, street, safety protection, park and recreation, transportation, mosquito control, security, and fire protection improvements and services within and without the Coordinating District's boundaries. The City is not obligated to own, operate, or maintain any of the improvements provided by the district. Although any of the improvements that will ultimately be accepted by the City will be required to be designed and constructed in compliance with City Standards and provisions of the Municipal Code. Those improvements not dedicated to City for

ownership, operation, and maintenance may be owned, operated, and maintained by the district or other appropriate entities.

To finance both the on-site and off-site improvements, the Financial Plan provides for a maximum mill levy the Districts may impose for the payment of principal of and interest on Debt at fifty (50) mills.

FINANCIAL IMPLICATIONS:

The approval of the Service Plan does not impose any liability on the City nor create any responsibility or liability on the part of the City for any of the District's obligations.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

The notice of the filing of the Service Plan with the City Clerk has been distributed to all existing taxing districts within the service area of the proposed district. The notice of the hearing on the proposed Service Plan has been provided to the taxing districts.

ALTERNATIVES:

If the Service Plan is not approved or not approved in the timeframe to meet the State Statutory requirements for the proponents to conduct an election to form the district, the proponents will not be able to hold another election, per state statutes until November 2022.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Services Plan - Wildhorse Metropolitan District, Nos. 1-5
Service Plan Review Application
Legal Notice for Public Hearing on Service Plan

RESOLUTION NO. 14833

A RESOLUTION APPROVING THE SERVICE PLAN FOR WILDHORSE METROPOLITAN DISTRICT NOS. 1-5

WHEREAS, the Wildhorse Metropolitan District Nos. 1-5 was filed with the City Clerk (the "City Clerk") of the City of Pueblo, a municipal corporation (the "City"), pursuant to Sections 32-1-204.5, C.R.S.; and

WHEREAS, the City Council of the City (the" Council") held a public hearing on said Service Plan on March 28, 2022; and

WHEREAS, notice of said public hearing was duly published in the "Pueblo Chieftain," a newspaper of general circulation within the boundaries of the District, on March 6, 2022 and March 12, 2022; and

WHEREAS, the Council has considered the Service Plan in reference to the information and criteria required and set forth in Section 32-1-202(2) and Section 32-1-203(2), C.R.S., and in light of testimony and other evidence presented to it at said public hearing; and

WHEREAS, the Council hereby finds that the Service Plan should be approved as provided herein, pursuant to Section 32-1204.5, C.R.S; NOW, THEREFORE,

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

SECTION 1.

The information contained within the Service Plan for the Wildhorse Metropolitan District Nos. 1-5 satisfies the requirements of Section 32-1-202(2), C.R.S.

SECTION 2.

Evidence satisfactory to the Council of each of the following was presented, as provided in Section 32-1-203(2), C.R.S.:

a. There is sufficient existing and projected need for organized service in the area to be served by the proposed Districts; and

b. The existing services in the areas to be served by the proposed Districts are inadequate for present and projected needs; and

c. The Districts are capable of providing economical and sufficient services to the areas within its proposed boundaries; and

d. The areas to be included in the Districts does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

SECTION 3.

The requirements of Section 32-1-204.5, C.R.S., and of the applicable provisions of the Pueblo Municipal Code, if any, relating to the contents and standards for approval of the Service Plan, have been fulfilled.

SECTION 4.

The Council hereby approves and authorizes the attachment of this Resolution to the Petition for organization of the Districts in accordance with Section 32-1-205, C.R.S. and Section 32-1-301, C.R.S.

SECTION 5.

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

SECTION 6.

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

INTRODUCED March 28, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

CONSOLIDATED

SERVICE PLAN FOR

WILDHORSE METROPOLITAN DISTRICT NOS. 1-5

CITY OF PUEBLO, COLORADO

Prepared by:

SPENCER FANE LLP
1700 Lincoln Street, Suite 2000
Denver, Colorado 80202

Submitted on: February 16, 2022
Approved on: _____, 2022

TABLE OF CONTENTS

I. INTRODUCTION 5
II. PURPOSE OF THE DISTRICT 7
III. PROPOSED STRUCTURE 7
IV. DISTRICT BOUNDARIES/MAPS 8
V. PROPOSED LAND USE/POPULATION PROJECTIONS 9
VI. DESCRIPTION OF TYPES OF IMPROVEMENTS AND PROPOSED SERVICES 10
A. Types of Improvements 10
1. Sanitation 11
2. Water 11
3. Streets 12
4. Safety Protection 12
5. Park and Recreation 13
6. Transportation 13
7. Mosquito Control 14
8. Fire Protection 14
9. Security 14
10. Other Powers 15
B. Standards of Construction/Statement of Compliance 16
C. Limitations of the District's Powers 17
D. Disclaimer 18
VII. DISSOLUTION/CONSOLIDATION 19
VIII. PROPOSED AGREEMENTS 19
A. Coordinated Services of Districts 19
B. Additional Intergovernmental Agreements and Agreements with Private Entities 20
C. Voter Authorization 20
IX. ASSESSED VALUATION 20
X. ESTIMATED OPERATION COSTS 20
XI. FINANCIAL PLAN/PROPOSED INDEBTEDNESS 21
A. General 21
B. Mill Levy 23

C. Cost Summary and Bond Development 26
XII. OTHER REQUIREMENTS 27
XIII. CONCLUSION 29

LIST OF EXHIBITS

EXHIBIT A	Legal Descriptions of the Districts' Boundaries
EXHIBIT B	Legal Description of the Future Inclusion Area
EXHIBIT C	Boundary Map of the Districts and Future Inclusion Area
EXHIBIT D	Vicinity Map
EXHIBIT E	Description of Facilities and Costs
EXHIBIT F-1	Depiction of Sanitation Improvements
EXHIBIT F-2	Depiction of Water Improvements
EXHIBIT F-3	Depiction of Streets and Safety Protection Improvements
EXHIBIT F-4	Depiction of Drainage Improvements
EXHIBIT F-5	Depiction of Park and Recreation Improvements
EXHIBIT G	Financial Plan
EXHIBIT H	District Coordinating Services Agreement
EXHIBIT I	Notice of Special District Disclosure Form

I. INTRODUCTION

A. General Overview. This service plan ("Service Plan") for Wildhorse Metropolitan District Nos. 1-5 (collectively, the "Districts" and each a "District") is submitted for special districts proposed to be organized to serve the needs of the Wildhorse development (the "Development") within the boundaries of the City of Pueblo, Colorado ("Pueblo" or the "City"). A legal description of each District is contained in **Exhibit A.** An initial boundary map is included in **Exhibit B** to this Service Plan (the "Districts' Boundaries"). A vicinity map showing the location of the Districts is contained in **Exhibit D** to this Service Plan.

This Service Plan has been prepared to address the current plans for the Development, which will be served by five metropolitan districts as follows: Wildhorse Metropolitan District No. 1 (the "Coordinating District"), Wildhorse Metropolitan District No. 2 ("District No. 2"), Wildhorse Metropolitan District No. 3 ("District No. 3"), Wildhorse Metropolitan District No. 4 ("District No. 4"), and Wildhorse Metropolitan District No. 5 ("District No. 5").

In general, it is intended that the Districts will provide for the finance, construction, operation, and maintenance of the facilities and improvements described herein. The Districts may enter into an Intergovernmental District Facilities Construction and Service Agreement ("IGA"), which is anticipated to be substantially similar to the form attached hereto as **Exhibit H** to coordinate the financing and provision of certain operation, maintenance and administrative services for the Project.

Pursuant to the requirements of the Special District Control Act, Section 32-1-201 *et seq.*, Colorado Revised Statutes ("C.R.S."), this Service Plan consists of a financial analysis and

an engineering plan showing how the proposed facilities and services of the Districts will be provided and financed. The information provided herein is preliminary in nature and is subject to change as development within the Districts evolve. Approval of this Service Plan by the City Council of the City of Pueblo ("City Council") does not imply any approval of any development or improvement plan that is utilized as a part of an exhibit in this Service Plan. The following items are included in this Service Plan:

A. A description of the proposed services;

B. A financial plan showing how the proposed services are to be financed;

C. A preliminary engineering or architectural survey showing how the proposed services are to be provided;

D. A map of the Districts' Boundaries, as hereafter defined, and an estimate of the population and valuation for assessment of the Districts;

E. A general description of the facilities to be constructed and the standards of such construction, including a statement of how the facility and service standards of the Districts are compliant with facility and service standards of the City and of municipalities and special districts which are interested parties;

F. A general description of the estimated cost, if any, of acquiring land, engineering services, legal services, administrative services, initial proposed indebtedness and estimated proposed maximum interest rates and discounts, and other major expenses related to the organization and initial operation of the Districts; and

G. A description of any arrangement or proposed agreement with any political subdivision for the performance of any services between the Districts and such other political subdivision.

II. PURPOSE OF THE DISTRICT

The Development is within the boundaries of the City. The property within the Service Area (defined herein) is located generally north of the intersection of Colorado 45 and US-50 in the City and County of Pueblo. The Development is now vacant and is not presently served with the facilities and services to be provided by the Districts. The Development is being developed by Wild Horse Land and Holdings, LLC, or its affiliates, successors or assigns (the "Developer"). Neither the City nor any other special district has plans to provide such services and facilities within a reasonable time and on a comparable basis. Therefore, it is necessary that the Districts be able to provide the inhabitants of the Development with water, sewer, street, safety protection, parks and recreation, transportation, mosquito control, security services, and fire protection services and to dedicate, when appropriate, some of the public improvements to the City, the Pueblo Fire Department (the "Fire Department"), or to such other entity as appropriate.

III. PROPOSED STRUCTURE

Services will be provided to the Development by the Coordinating District together with District No. 2, District No. 3, District No. 4, and District No. 5. The Districts will be organized to finance, construct, own, manage and operate the public improvements throughout the Development. District No. 2, District No. 3, District No. 4, and District No. 5 (collectively, the "Financing Districts") will be organized to coordinate their efforts in order to provide public services to the Development in the most efficient manner possible. The Coordinating District may provide administrative services for and on behalf of the Financing Districts. The Coordinating District may own, operate and maintain the public facilities and improvements within the Development that are not otherwise dedicated or conveyed to the City, the County, or other public

entity or owners' association. Each Financing District may be responsible for any and all costs, fees, charges and expenses incurred by the Coordinating District in providing administrative services and operations and maintenance services. The Districts may enter into the IGA which will set forth the arrangements for the financing, construction, and operations of the improvements contemplated herein for the Development. It is anticipated that the property within the Districts' Boundaries will be developed for residential and commercial uses.

The multiple district structure, comprised of the Coordinating District together with the Financing Districts, is proposed because it provides several benefits to the inhabitants of the Development and the City. Multiple districts will assure that: 1) the necessary services and improvements can be financed in the most favorable and efficient manner; 2) all the services and improvements needed for the Development will be available when needed through managed development; and 3) a reasonable mill levy and reasonable tax burden on all residential, commercial, and industrial property within the Districts will be maintained through managed financing, coordinated completion of infrastructure improvements and coordinated operations and maintenance services. In order to maintain flexibility and best serve the Development, the Districts may coordinate their efforts through alternative structures not specifically contemplated herein.

IV. DISTRICT BOUNDARIES/MAPS

The area initially proposed to be included within the Districts' Boundaries consists of approximately One Hundred and Seventy-Nine (179) acres. Legal descriptions and maps of the Districts' Boundaries are attached hereto as **Exhibit A** and **Exhibit B**. A vicinity map of the Development is attached as **Exhibit C**. The Districts' Boundaries as they may be changed from time to time, as well as the Future Inclusion Area (defined below), shall be collectively referred

to herein as the "Service Area."

The property described on **Exhibit B**, and depicted in **Exhibit C**, attached hereto and incorporated herein, is the "Future Inclusion Area".

Only boundary adjustments which add to, or subtract from, the total acreage of the Districts shall be considered a material modification of this Service Plan and shall require the prior written approval for the City Council. No additional approval from the City Council shall be required for boundary adjustments which do not increase or decrease the total acreage of the Districts; so long as the total acreage of the Districts does not change, the Districts' individual boundaries may be adjusted as the Districts deem necessary to account for development pace, infrastructure phasing requirements, and other market conditions. Such adjustments shall be effected pursuant to Sections 32-1-401 *et seq.*, and 32-1-501 *et seq.*, C.R.S.

The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of debt of the overlapping Districts will not at any time exceed the Debt Mill Levy Limit.

V. PROPOSED LAND USE/POPULATION PROJECTIONS

The property within the District Boundaries is now undeveloped and is not presently served with the facilities and/or services proposed to be provided by the Coordinating District, nor does Pueblo or any other special district have any plans to provide such services within a reasonable time and on a comparable basis. The Development, which is approximately one hundred and seventy-nine (179) acres, is entirely within the boundaries of the City.

It is anticipated that the property within the District 4 boundaries will be developed with approximately two-hundred and seventy (270) multi-family residential rental units, with a

projected population of 540 persons based on a ratio of 2.0 residents per household. It is anticipated that the property within the District No. 1 boundaries will be developed to include an 84,500 square foot office-warehouse space. It is anticipated that the property within the District 2 boundaries will be developed to include approximately 162,500 square feet of retail space. It is anticipated that the Property within the District 3 boundaries will be developed with approximately 176,240 square feet of commercial space, a 50,000 square foot auto dealership, a 4,000 square foot auto service space, and a 160 room hotel. It is anticipated that the property within the District 5 boundaries will be developed with an approximately 439,850 square foot office-warehouse space.

VI. DESCRIPTION OF TYPES OF IMPROVEMENTS AND PROPOSED SERVICES

The following paragraphs provide a description of the types of improvements and proposed services to be provided by the Districts. The City shall not be obligated to own, operate, or maintain any of the improvements provided by the Districts. Those improvements not dedicated to the City for ownership, operation, and maintenance may be owned, operated and maintained by the Districts or other appropriate entities.

A. Types of Improvements. The Districts plan to provide for the design, acquisition, construction, installation and financing of certain water, sanitation, street, safety protection, park and recreation, transportation, mosquito control, security, and fire protection improvements and services within and without the District Boundaries. This Service Plan describes those improvements anticipated for construction and the services the Districts anticipate providing. The improvements and services will benefit all of the property owners and residents within the Development. A general description of each type of improvement and service to be provided by the Districts follows this paragraph, and **Exhibit E** lists the improvements planned to be provided for the property within the Service Area and estimated

costs of such facilities (the "Improvements"). The improvements generally depicted and described in **Exhibits F-1** through **F-5** have been presented for illustration only. The exact design, sub-phasing of construction and location of the improvements will be determined at the time of the submittal of the site development plan and, if approved by the City, such decisions shall not be considered to be a material modification of this Service Plan. The Districts shall have the authority to finance improvements for such properties subject to the debt issuance limitations set forth in Section XI, Paragraph A hereof.

1. Sanitation. The Districts shall have the power to provide for the design, acquisition, construction, financing, completion, and installation of a local sanitary sewage collection and transmission system which may include, but shall not be limited to, collection mains and laterals, lift stations, transmission lines, and/or storm sewer, flood and surface drainage facilities and systems, including detention/retention ponds and associated irrigation facilities, and all necessary, incidental, and appurtenant facilities, land and easements, together with extensions of and improvements to said system within and without the Districts' Boundaries. The Districts may provide for sanitary sewage collection and transmission through the purchase of capacity in existing collection mains and transmission lines.

Except as otherwise provided herein, it is anticipated that, following acceptance by the City, the City will own, operate, and maintain any sanitation improvements constructed by the Districts. It is anticipated that storm water improvements will be dedicated to and accepted by the City for ongoing ownership and maintenance obligations. The Districts shall have the authority to install and maintain landscaping improvements in the vicinity of said storm water improvements.

2. Water. The Districts shall have the power to provide for the design, acquisition, construction, financing, completion, and installation of a complete potable and non-

potable local water, transmission, and distribution system, which may include, but shall not be limited to, transmission lines, distribution mains and laterals, pressure reducing stations, irrigation facilities, storage facilities, water supply, water rights, land and easements, and all necessary, incidental, and appurtenant facilities, together with extensions of and improvements to said system within and without the Districts' Boundaries.

3. Streets. The Districts shall have the power to provide for the design, acquisition, construction, financing, completion, and installation of street improvements, including curbs, gutters, culverts, and other drainage facilities, acceleration and deceleration lanes, sidewalks, bike paths and pedestrian ways, median islands, paving, lighting, parking lots, grading, landscaping and irrigation, together with all necessary, incidental, and appurtenant facilities, land and easements, together with extensions of and improvements to said facilities within and without the Districts' Boundaries.

It is anticipated that, following acceptance by the City, the City will own and maintain any streets and street improvements within the Development.

4. Safety Protection. The Districts shall have the power to provide for the design, acquisition, construction, financing, completion, and installation of facilities and/or services for a system of traffic and safety controls and devices on streets and highways and at railroad crossings, including, but not limited to, signalization, signing and striping, together with all necessary, incidental, and appurtenant facilities, land and easements, together with extensions of and improvements to said facilities within and without the Districts' Boundaries.

Following acceptance by the appropriate entities, it is anticipated that any safety protection improvements will be transferred to the City for ownership, operation and

maintenance.

5. Park and Recreation. The Districts shall have the power to provide for the design, acquisition, construction, financing, completion, and installation of parks and recreational facilities and programs including, but not limited to, parks, bike paths and pedestrian ways, open space, landscaping, cultural activities, water bodies, irrigation facilities, and other active and passive recreational facilities, programs, and events, and all necessary, incidental and appurtenant facilities, land and easements, together with extensions of and improvements to said facilities within and without the Districts' Boundaries.

Following acceptance by the appropriate entities, it is anticipated that some of the park and recreation improvements that may be constructed by the Districts will be owned, operated, and maintained by the City and, subject to the City's consent, some of the improvements may be operated and maintained by the Coordinating District, applicable Financing District, or other appropriate owners associations.

6. Transportation. The Districts shall have the power to provide for the design, acquisition, construction, financing, completion, and installation of a system to transport the public by bus, rail, or any other means of conveyance, or combination thereof, or pursuant to contract, including park and ride facilities and parking lots, structures and facilities; together with all necessary, incidental and appurtenant facilities, land and easements, and all necessary extensions of and improvements to said facilities or systems within and without the Districts' Boundaries.

Following acceptance by the appropriate entities, it is anticipated that any transportation improvements will be transferred to the City or other appropriate entity for

ownership, operation, and maintenance.

7. Mosquito Control. The Districts shall have the power to provide for the eradication and control of mosquitoes, including, but not limited to, elimination or treatment of breeding grounds and purchase, lease, contracting or other use of equipment or supplies for mosquito control within and without the Districts' Boundaries. It is anticipated that any mosquito control improvements will be maintained by an owner's association, the Coordinating District, applicable Financing District, or the City.

8. Fire Protection. The Coordinating District shall have the power to provide for the financing of and design, acquisition, construction, completion, installation, operation and maintenance of facilities and equipment for fire protection, including fire stations, ambulance and emergency medical response and rescue services, hazardous material services, diving and grappling stations and all necessary, incidental and appurtenant facilities, land and easements, together with extensions of and improvements to said systems within and without the Districts' boundaries. Following acceptance, the fire protection improvements and facilities will be transferred to the Fire Department for ownership, operation and maintenance. The Districts' authority to provide fire protection services and facilities shall be subject to an agreement between each District and the Fire Department pursuant to Section 32-1- 107(3)(b)(IV), C.R.S. It is the express intent of this Service Plan that each Districts' authority to provide fire protection service and facilities shall be exercised cooperatively with the existing Fire Department, rather than authorize the creation of an independent fire department as a part of each District.

9. Security. The Districts shall have the power to furnish security services for any area within the Service Area. Prior to furnishing any security services, the Districts shall

provide written notification to, consult with, and obtain the prior written consent of the Pueblo Chief of Police and any applicable master association or similar body having authority in its charter or declaration to furnish security services within the Service Area.

10. Other Powers. In addition to the enumerated powers, the Districts shall also have the following authority:

(a) Plan Modifications. To modify this Service Plan in accordance with the statutory procedures set forth in Section 32-1-207, C.R.S.

(b) Phasing, Deferral. Without modifying this Service Plan, to defer, forego, reschedule, or restructure the financing and construction of certain improvements and facilities, to better accommodate the pace of growth, resource availability, and potential inclusions of property within the Districts in accordance with Section IV hereinabove.

(c) Additional Services. Except as specifically provided herein, to provide such additional services and exercise such powers as are expressly or impliedly granted to special districts by Colorado law, including but not limited to those powers delineated in Section 32-1-1004, C.R.S., as the same may be amended from time to time.

(d) Subdistricts. With the prior consent of City Council, the Districts shall have the authority pursuant to Section 32-1-1101(1)(f)(I), C.R.S. and Section 32-1-1101(1.5)(a) through (1.5)(e), C.R.S., to divide the Districts into one or more areas consistent with the services, programs and facilities to be furnished therein.

(e) Special Improvement Districts. With the prior consent of City Council, the Districts shall be authorized to establish special improvement districts within the

Service Area as provided in Section 32-1-1101(1)(g), C.R.S., and shall have the authority to exercise all powers necessary and related to such special improvement districts as permitted by Section 32-1-1101(1)(g), C.R.S.

(f) Enterprises. The Districts' Boards may set up enterprises to manage, fund, and operate such facilities, services, and programs as may qualify for enterprise status using the procedures and criteria provided in Article X, Section 20, Colorado State Constitution. To the extent provided by law, any enterprise established by the Districts' Boards will remain under the control of each Districts' Board.

B. Standards of Construction/Statement of Compliance. Any facilities, which the Districts may construct pursuant to this Service Plan, if constructed, shall be constructed in accordance with the following provisions:

1. The sanitary sewer treatment and/or collection facilities will be designed, constructed and maintained in accordance with the standards of the Colorado Department of Health, the City, and other applicable local, state or federal rules and regulations.

2. The Districts' water system will be constructed and maintained in accordance with the standards of the Board of Water Works of Pueblo, Colorado, the Colorado Department of Public Health and Environment ("CDPHE") or other jurisdictions, as appropriate.

3. All streets and safety protection facilities to be dedicated to the City will be constructed in accordance with the standards and specifications of the City.

4. All storm sewers and facilities will be constructed in accordance with the standards and specifications of the City and other local jurisdictions, as appropriate.

5. All parks and recreational facilities and/or services will be constructed in accordance with engineering and design requirements appropriate for the surrounding terrain, and

shall be in compliance with standards of the City or other local public entities, as appropriate.

6. All transportation facilities and/or services will be provided in accordance with the standards and specifications of the City, if any, or other local public entities, as appropriate.

7. All mosquito control activities and/or programs will be provided in accordance with the standards and specifications of the CDPHE, the City, and other applicable local, state and federal regulations.

8. All fire protection facilities and services will be designed, constructed and maintained in accordance with the standards of the City, the Fire Department and any other applicable local, state or federal rules and regulations.

The Districts will require its engineers to implement a plan to assure that the standards by which the facilities are to be constructed are in accordance with the specifications of the City and any other party which will have jurisdiction over the design and/or construction of such facilities.

C. Limitations of the District's Powers

1. The Districts will ensure that any facilities which the Districts may construct pursuant to this Service Plan are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of all such facilities prior to performing all such work.

2. The Districts shall not exercise their power of eminent domain without the prior written consent of the City Council. This restriction on the Districts' exercise of the eminent domain power is being voluntarily acquiesced to by the Districts and shall not be interpreted in any way as a limitation on the Districts' sovereign powers and shall not negatively affect the

Districts' status as a political subdivision of the State as conferred by the Special District Act.

D. Disclaimer.

1. The financial information and other representations contained in this Service Plan have not been independently reviewed or verified by the City and the City disclaims any opinion as to the accuracy or reliability of same.

2. The City has no legal obligation to accept, for ownership and maintenance purposes, any facilities which the Districts may construct pursuant to this Service Plan.

3. The City is not and never shall be obligated to pay any of the debt obligations of the Districts. The faith and credit of the City will not be pledged for the repayment of any debt or other financial obligation of any Districts. This will be clearly stated on all offering circulars, prospectuses, or disclosure statements associated with any securities issued by any District. The Districts shall not utilize the "City of Pueblo'' name in the name of any District. In the text of each Bond and any other instrument representing and constituting the debt or other multi-fiscal year obligation of any of the Districts, there shall be set forth a statement insubstantially the following form:

> By acceptance of this instrument, the owner of this Bond [or other debt obligations] agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond [or other debt obligations] contained herein, in the resolution of the District authorizing the issuance of this Bond [or other debt obligations] and in the Service Plan for the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on debt set forth in this Service Plan shall be included in any document used for the offering of the debt for sale to persons including, but not limited to, a developer of property within the Districts' Boundaries.

VII. DISSOLUTION/CONSOLIDATION

At the request of Pueblo or if the Districts' Boards deem it to be in the best interests of the Districts that the Districts be dissolved, the Districts shall initiate and diligently pursue dissolution in accordance with Section 32-1-701 *et seq.*, C.R.S., at such time as: (1) Pueblo agrees to provide or cause to be provided substantially the same level of operations and maintenance (if any) of the Districts' facilities as the Districts have provided, (2) all of the proposed improvements and facilities have been constructed and conveyed to the City or other appropriate entity, and (3) all debt incurred for such facilities has been repaid or arrangement for repayment has been made in accordance with State law. The City Council may consent to the dissolution by resolution.

Except with respect to a consolidation among the Districts, a request shall not be filed with any court to consolidate with another Title 32 district without the prior written consent of the City Council.

VIII. PROPOSED AGREEMENTS

A. Coordinated Services of Districts. As discussed in this Service Plan, the relationship between the Coordinating District and the Financing Districts may be established through the proposed IGA. The IGA is anticipated to provide the procedures for coordinated financing, budgeting, and administrative oversight and management.

B. Additional Intergovernmental Agreements and Agreements with Private Entities. To the extent practicable, the Districts may enter into additional intergovernmental and private agreements to better ensure long-term provision and effective management of the

public improvements and services. Agreements may also be executed with property owners associations and other service providers. Any additional intergovernmental agreements are authorized pursuant to Colorado Constitution, Article XIV, § 18 (2)(a) and Section 29-1-201 *et seq.*, C.R.S.

C. Voter Authorization. To the extent necessary to comply with statutory and/or Constitutional requirements for approval of debt or long-term financial obligations, the terms of the aforementioned intergovernmental agreements and any other intergovernmental agreement deemed necessary to effectuate the long-term plans of the Districts will be submitted to the electors of the Districts for approval. The Districts shall have the authority to obtain the required voter authorization in order to exercise its rights and obligations under such agreements and to enter into the agreements without further approval of Pueblo.

IX. ASSESSED VALUATION

The Financial Plan for the Districts is attached hereto as **Exhibit G**. For purposes of the Financial Plan, the property within the Service Area is assumed to have a current assessed valuation of $0. The projected build-out and assessed valuation for the property within the Service Area is set forth in the Financial Plan.

X. ESTIMATED OPERATION COSTS

Subject to the applicable warranty, the Districts intend to dedicate certain facilities constructed or acquired, to the appropriate jurisdiction for operations and maintenance. Certain facilities completed within the boundaries of the Financing Districts may be owned, operated and/or maintained by the Coordinating District.

There are statutory and constitutional limits on the Districts' ability to increase its mill levy for provision of operation and maintenance services without an election. The Districts intend to obtain the necessary electoral approval to comply with the foregoing limitations. The Debt Mill Levy Cap, defined below, proposed for repayment of bonds does not apply to the Districts' abilities to increase its mill levy as necessary for the provision of operation services to its taxpayers and service users.

In addition to the operations mill levy, the Districts may also rely upon various other revenue sources authorized by law and this Service Plan to offset the expenses of each Districts' management, operations, and maintenance. These may include revenues from other governmental entities, developers, and other public or private entities, as well as the power to assess fees, rates, penalties, or charges as provided in Title 32, Article 1, C.R.S., as amended. The Districts shall have the authority to repay the Developer for amounts advanced for operations expenses together with accrued interest thereon and to seek electorate approval for such obligation to be deemed a multiple-fiscal year obligation, provided such obligation shall be subordinate to the Districts' bonds issued for capital improvements.

XI. FINANCIAL PLAN/PROPOSED INDEBTEDNESS

A. General. The Financial Plan attached hereto as **Exhibit G** shows how the proposed improvements and/or services may be financed, including the estimated costs, if any, of acquiring land, engineering services, legal services, administrative services, proposed indebtedness and estimated proposed maximum interest rates and discounts, and other major expenses related to the organization and operation of the Districts. The Financial Plan demonstrates that, at various projected levels of development, the Districts have the ability to

finance the proposed improvements identified herein and will be capable of discharging the proposed indebtedness on a reasonable basis. The Financing Plan demonstrates one method that might be used by the Districts to finance the cost of public improvements.

Pursuant to the IGA, the Financing Districts will be responsible for financing the cost of certain of the improvements described on **Exhibit E,** and the Coordinating District will be responsible for owning, operating and maintaining such improvements. The provision of facilities by the Districts will be primarily financed by the Districts' issuance of general obligation bonds, revenue bonds, or other multiple fiscal year obligations, secured by, among other sources of revenue, the *ad valorem* taxing authority of the Financing Districts, with limitations as discussed below.

In order to finance the improvements, the Financial Plan demonstrates the issuance of approximately Seventy Million One Hundred Twenty Thousand Dollars ($70,120,000) in general obligation bonds in 2022. The bonds are projected to be refunded by new bonds which will include an additional Thirty One Million Thirty Five Thousand Five Hundred Dollars ($31,035,500) in 2023. Prior to the issuance of any debt, the construction costs for necessary improvements may be paid by the Developer, subject to subsequent acquisition by the Districts of the completed improvements and payment to the Developer of such construction costs, or dedication of said improvements to the City or other appropriate entity and reimbursement by the Coordinating District to the Developer for such construction costs. The Financial Plan demonstrates the issuance of bonds and the anticipated repayment based on the projected development in the Financing Districts. Each District shall have the authority to issue debt in the amount of EIGHTY MILLION DOLLARS ($80,000,000) with a total combined limit for all of the Districts of EIGHTY MILLION DOLLARS ($80,000,000) (the "Debt Authority"). The incurrence

of multiple fiscal year debt obligations in excess of the Debt Authority shall be considered a material modification of the Service Plan, which shall be subject to the statutory procedures set forth in Section 32-1-207, C.R.S. The City shall never be liable for any of the District's debt obligations and any offering document accompanying the issuance of any debt and the face of any debt instrument issued shall disclose that limitation.

If the Developer or other landowner constructs the public infrastructure and conveys it to the City or the Districts in return for a reimbursement obligation, prior to making such reimbursement for such amounts, the Districts must receive the report of an independent engineer or accountant confirming that the amount of the reimbursement is reasonable.

Prior to the issuance of any privately placed Debt for capital related costs, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

For purposes of the foregoing requirement, an "External Financial Advisor" is a consultant that: (1) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (2) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (3) is not an officer of

the District.

B. Mill Levy. The Districts may assess a mill levy on all taxable property in the Districts' Boundaries as a source of revenue for repayment of debt service and, as discussed above, for operations.

Each of the Financing Districts shall only be required to fund on an annual basis, the amount that the applicable Financing District would be capable of funding through tax revenues resulting from the imposition of the Debt Mill Levy Cap (defined herein). The maximum mill levy the Districts may impose for the payment of principal of and interest on Debt shall be fifty (50) mills (the "Debt Mill Levy Cap"); provided that if, on or after January 1, 2019, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Districts' Boards in good faith so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2019, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation. Except as otherwise provided in this Section XI.B., the Debt Mill Levy Cap shall not be increased unless first approved by the City Council and as permitted by statute. Any such increase shall be considered a material modification of the Service Plan.

The Districts may impose a mill levy to defray operations, maintenance, and administrative expenses of each District, as deemed necessary to pay for such expenditures. The Districts shall not impose or attempt to impose a mill levy or fees in lieu of a mill levy on any of

the property conveyed or dedicated to the City as provided in this Service Plan.

The proposed maximum voted interest rate is estimated at eighteen percent (18%) and the maximum discount at five percent (5%). The exact interest rates, term and discounts will be determined at the time the bonds are sold by the Districts, and will reflect market conditions at the time of sale. The Districts may also issue notes, certificates, debentures, or other evidences of indebtedness, including, but not limited to, contracts that extend beyond one year, on parity with or subordinate to debt issued pursuant to the Debt Authority, subject to the limitations set forth herein. If authorized in the ballot questions, refunding bonds may be issued as determined by the Districts' Boards and, if so authorized, are not subject to the Debt Authority. Further, if authorized in the ballot questions, the refunding of any debt issued to the Developer, or its affiliates, or any other entity shall not be subject to the Debt Authority, so as to avoid the double counting of debt pursuant to the Debt Authority. The Districts may capitalize interest to permit payment of interest during the time lapse between development of taxable properties and the collection of significant tax revenues therefrom. Interest income through the reinvestment of construction funds, capitalized interest, and annual tax receipts will provide additional funds. These revenue sources should be sufficient to retire the proposed indebtedness if growth occurs as projected; otherwise, increases in the mill levy and/or the imposition of rates, tolls, fees and charges may be necessary, but in no event shall the debt service mill levy exceed the Debt Mill Levy Cap.

A District shall not impose a debt service mill levy which exceeds forty (40) years after the year of its initial imposition of such debt service mill levy unless (1) a majority of the Board of Directors of the District imposing the mill levy are residents of such District, and (2) such Board has voted in favor of issuing debt with a term which requires or contemplates the imposition of a debt service mill levy for a longer period of time than the limitation contained herein.

The Districts may impose and collect fees, rates, tolls, and charges ("Fees") as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fees related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from taxable property owned or occupied by an End User (defined as a resident homeowner, renter, commercial property owner, or commercial tenant, but excluding the business entity that constructs homes or commercial structures) which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any taxable property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fees imposed upon or collected from taxable property for the purpose of funding operation and maintenance costs of the Districts.

All debt issued by the Districts must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of Colorado law.

C. Cost Summary and Bond Development. The Financial Plan reflects the amount of bonds to be sold to finance the completion, construction, acquisition and/or installation of the Improvements, including all costs and expenses related to the anticipated bond issuances. The amount of bonds sold will be based upon the final engineering estimates and/or actual construction contracts. Organizational costs, including legal fees, accounting fees, and capitalized engineering costs, for the Districts are expected to be paid from the proceeds of the first bond issue.

The Financial Plan projects the anticipated flow of funds and is based upon estimates of construction and project needs for bond proceeds to finance the improvements. The Financial Plan sets forth a reasonable estimate of growth within the Districts and allows the Boards

of Directors a measure of flexibility such that the Districts need not incur debt in excess of what it needs to meet a growing population's demands for facilities and services.

XII. OTHER REQUIREMENTS

The Districts shall be subject to the following additional requirements:

A. Annual Report. Unless otherwise directed by the City Manager or the Mayor, as applicable, each District, that is not otherwise deemed "inactive" in accordance with the Special District Act, shall be responsible for submitting an annual report to the City Manager's Office or the Mayor's Office, as applicable, no later than August 1st of each year following the year in which the Order and Decree creating such District has been recorded. The Annual Report shall include the following information and such other information as might be requested by the City Manager or the Mayor, as applicable:

1. Boundary changes made or proposed to the Districts' Boundaries as of December 31st of the prior year.

2. Intergovernmental Agreement with other governmental entities, either entered into or proposed as of December 31st of the prior year.

3. Copies of each Districts' rules and regulations, if any as of December 31st of the prior year.

4. A summary of any litigation which involves the Districts' improvements as of December 31st of the prior year.

5. Status of each Districts' construction of the improvements as of December 31st of the prior year.

6. A list of all facilities and improvements constructed by each District that

have been dedicated to and accepted by the City as of December 31st of the prior year.

7. The assessed valuation of each District for the current year.

8. Current year budget including a description of the improvements to be constructed in such year.

9. Audit of each Districts' financial statements, for the year ending December 31st of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by each District, which continue beyond a ninety (90) day period, under any debt instrument.

11. Any inability of each District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

B. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or nonprofit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Paragraph shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

C. Disclosure to Purchasers. The Districts will use all necessary and appropriate efforts to assure that all developers of the property located within the Districts provide written notice to all purchasers of property in the Districts regarding the Debt Mill Levy Cap, as well as a general description of the District authority to impose and collect taxes, rates, fees, tolls and charges. The form of notice shall be substantially in the form of **Exhibit I** hereto; provided that such form may be modified by the Districts so long as a new form is submitted to the City prior to modification. Within ninety (90) days of approval of this Service Plan, the Districts shall record a disclosure

form with the Pueblo County Clerk and Recorder against all property included in the initial Districts' Boundaries and provide a recorded copy to the City Clerk's Office.

D. Material modifications of this Service Plan, except as contemplated herein, shall be subject to approval by the City in accordance with the provisions of Section 32-1-207, C.R.S.

XIII. CONCLUSION

It is submitted that this Service Plan for Wildhorse Metropolitan District Nos. 1-5, as required by Section 32-1-203 C.R.S., as amended, establishes that:

A. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed Districts;

B. The existing service in the area to be served by the proposed Districts is inadequate for present and projected needs;

C. The proposed Districts are capable of providing economical and sufficient service to the area within its proposed boundaries and to the area within the Service Area; and

D. The area to be included in the proposed Districts has, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

E. Adequate service is not, and will not be, available to the area through the City, or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;

F. The facility and service standards of the Districts are compatible with the facility and service standards of the City within which the Districts are to be located;

G. The proposal is in substantial compliance with a master plan adopted by the City pursuant to Section 31-23-206, C.R.S.;

H. The proposal is in compliance with any duly adopted county, regional, or state long-range water quality management plan for the area; and

I. The creation of the Districts is in the best interests of the area proposed to be served.

EXHIBIT A

Legal Descriptions of the Districts' Boundaries

Wildhorse Metropolitan Districts No. 1
Metropolitan District Boundary
Legal description

01/31/2022

A parcel of land located in the SW ¼ of Section 10, Township 20 South, Range 65 West, of the 6th Principal Meridian, said parcel being more particularly described as follows:

Basis of Bearings to be the east line of the W ½ of the E ½ of the SW ¼ of Section 10, Township 20 South, Range 65 West of the 6th Principal Meridian to bear N 01 degrees 40 minutes 27 seconds monumented on both ends with ad 3 ¼" diameter aluminum cap stamped with PLS 33200, all bearings contained herein to be relative thereto.

Commencing at the Southeast corner of the of the W ½ of the E ½ of SW ¼ of said Section 10; thence N 01 degrees 40 minutes 27 seconds E along the east line of the said W ½ of the E ½ of the SW ¼ of Section 10, a distance of 1,690.16 feet to the Point of Beginning; thence S 88 degrees 51 minutes 22 seconds W, a distance of 1,022.07 feet; thence along a curve to the right whose radius is 1,500.00 feet and whose center bears S 76 degrees 33 minutes 36 seconds, a distance of 171.54 feet; thence N 20 degrees 00 minutes 00 seconds E, a distance of 300.00 feet; thence along a curve to the right whose radius is 1,235.00 feet a distance of 664.97 feet to the north line of the said W ½ of the E ½ of the SW ¼ of Section 10; thence N 88 degrees 57 minutes 11 seconds E along the north line of the said W ½ of the E ½ of the SW ¼ of Section 10, a distance of 516.84 feet to the northeast corner of the said W ½ of the E ½ of the SW ¼ of Section 10; thence S 01 degrees 40 minutes 27 seconds W along the east line of the said W ½ of the E ½ of the SW ¼ of Section 10, a distance of 971.53 feet to the Point of Beginning.

Containing 18.66 acres more or less.

Prepared by: NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo CO. 81003
January 31, 2022
JN 1804400

Wildhorse Metropolitan Districts No. 2
Metropolitan District Boundary
Legal description

01/31/2022

A parcel of land located in section 9 and the SW ¼ of Section 10, Township 20 South, Range 65 West, of the 6th Principal Meridian, EXCEPT that portion conveyed to the State Department of Highways in rule and order recorded May 8, 1975 in Book 1813 at Page 36, said parcel being more particularly described as follows:

Basis of Bearings to be the east line of the W ½ of the E ½ of the SW ¼ of Section 10, Township 20 South, Range 65 West of the 6th Principal Meridian to bear N 01 degrees 40 minutes 27 seconds monumented on both ends with ad 3 ¼" diameter aluminum cap stamped with PLS 33200, all bearings contained herein to be relative thereto.

Commencing at the Southeast corner of the of the W ½ of the E ½ of SW ¼ of said Section 10; thence S 89 degrees 10 minutes 16 seconds W, along the south line of the SW ¼ of said Section 10, a distance of 612.25 feet; thence along the north line of the State Highway No. 50 right-of-way as presently located, the following four (4) courses:

1. thence N 55 degrees 35 minutes 35 seconds W, a distance of 166.17 feet;
2. thence N 23 degrees 35 minutes 46 seconds W, a distance of 141.19 feet;
3. thence N 06 degrees 04 minutes 05 seconds W, a distance of 385.19 feet;
4. thence N 74 degrees 30 minutes 12 seconds W, a distance of 140.29 feet to the Point of Beginning;

thence along the north line of the State Highway No. 50 right-of-way and Lot 1, Block 1 of Hwy 50 West CDOT Maintenance Facility No. 1, as presently located, the following six (6) courses:

1. thence N 74 degrees 30 minutes 12 seconds W, a distance of 301.02 feet;
2. thence S 10 degrees 48 minutes 11 seconds W, a distance of 460.12 feet;
3. thence S 67 degrees 53 minutes 08 seconds W, a distance of 309.71 feet;
4. thence S 77 degrees 32 minutes 17 seconds W, a distance of 312.70 feet;
5. thence S 77 degrees 48 minutes 53 seconds W, a distance of 152.37 feet;
6. thence N 88 degrees 08 minutes 38 seconds W, a distance of 178.88 feet;

thence N 29 degrees 39 minutes 59 seconds W, a distance of 2672.16 feet; thence N 63 degrees 10 minutes 55 seconds W, a distance of 171.72 feet; thence N 23 degrees 28 minutes 29 seconds W, a distance of 627.50 feet; thence along a curve to the left whose radius is 500.00 feet and whose center bears N 31 degrees 44 minutes 55 seconds E, a distance of 86.56 feet; thence S 68 degrees 10 minutes 13 seconds E, a distance of 872.50 feet; thence along a curve to the left whose radius is 500.00 feet a distance of 190.50 feet; thence N 90 degrees 00 minutes 00 seconds E, a distance of 152.75 feet; thence S 00 degrees 00 minutes 00 seconds E, a distance of 255.86 feet to the north line of State Highway No. 50 right-of-way as presently located and the Point of Beginning.

Containing 26.93 acres more or less.

Prepared by: NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo CO. 81003
January 31, 2022
JN 1804400

Wildhorse Metropolitan Districts No. 3
Metropolitan District Boundary
Legal description

01/31/2022

A parcel of land located in section 9 and the SW ¼ of Section 10, Township 20 South, Range 65 West, of the 6th Principal Meridian, EXCEPT that portion conveyed to the State Department of Highways in rule and order recorded May 8, 1975 in Book 1813 at Page 36, said parcel being more particularly described as follows:

Basis of Bearings to be the east line of the W ½ of the E ½ of the SW ¼ of Section 10, Township 20 South, Range 65 West of the 6th Principal Meridian to bear N 01 degrees 40 minutes 27 seconds monumented on both ends with ad 3 ¼" diameter aluminum cap stamped with PLS 33200, all bearings contained herein to be relative thereto.

Beginning at the Southeast corner of the of the W ½ of the E ½ of SW ¼ of said Section 10; thence S 89 degrees 10 minutes 16 seconds W, along the south line of the SW ¼ of said Section 10, a distance of 612.25 feet; thence along the north line of the State Highway No. 50 right-of-way as presently located, the following four (4) courses:

1. thence N 55 degrees 35 minutes 35 seconds W, a distance of 166.17 feet;
2. thence N 23 degrees 35 minutes 46 seconds W, a distance of 141.19 feet;
3. thence N 06 degrees 04 minutes 05 seconds W, a distance of 385.19 feet;
4. thence N 74 degrees 30 minutes 12 seconds W, a distance of 140.29 feet;

thence N 00 degrees 00 minutes 00 seconds E, a distance of 255.86 feet; thence N 90 degrees 00 minutes 00 seconds W, a distance of 152.75 feet; thence along a curve to the right whose radius is 500.00 feet a distance of 190.50 feet; thence N 68 degrees 10 minutes 13 seconds W, a distance of 872.50 feet; thence along a curve to the right whose radius is 500.00 feet a distance of 226.32 feet; thence N 49 degrees 24 minutes 52 seconds E, a distance of 69.38 feet; thence N 00 degrees 40 minutes 42 seconds E, a distance of 219.06 feet; thence N 88 degrees 51 minutes 22 seconds E, a distance of 2,309.15 feet to the east line of the W ½ of the E ½ of the SW ¼ of said Section 10; thence S 01 degrees 40 minutes 27 seconds W along the east line of the said W ½ of the E ½ of the SW ¼ of Section 10, a distance of 1,690.16 feet to the southeast corner of the said W ½ of the E ½ of the SW ¼ of Section 10 and the Point of Beginning.

Containing 53.86 acres more or less.

Prepared by: NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo CO. 81003
January 31, 2022
JN 1804400

Wildhorse Metropolitan Districts No. 4
Metropolitan District Boundary
Legal description

01/31/2022

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

Basis of Bearings to be the east line of the W ½ of the E ½ of the SW ¼ of Section 10, Township 20 South, Range 65 West of the 6th Principal Meridian to bear N 01 degrees 40 minutes 27 seconds monumented on both ends with ad 3 ¼" diameter aluminum cap stamped with PLS 33200, all bearings contained herein to be relative thereto.

Commencing at the Southeast corner of the of the W ½ of the E ½ of SW ¼ of said Section 10; thence S 89 degrees 10 minutes 16 seconds W, along the south line of the SW ¼ of said Section 10, a distance of 612.25 feet; thence along the north line of the State Highway No. 50 right-of-way and Lot 1, Block 1 of Hwy 50 West CDOT Maintenance Facility No. 1, as presently located, the following nine (9) courses:

1. thence N 55 degrees 35 minutes 35 seconds W, a distance of 166.17 feet;
2. thence N 23 degrees 35 minutes 46 seconds W, a distance of 141.19 feet;
3. thence N 06 degrees 04 minutes 05 seconds W, a distance of 385.19 feet;
4. thence N 74 degrees 30 minutes 12 seconds W, a distance of 441.31 feet;
5. thence S 10 degrees 48 minutes 11 seconds W, a distance of 460.12 feet;
6. thence S 67 degrees 53 minutes 08 seconds W, a distance of 309.71 feet;
7. thence S 77 degrees 32 minutes 17 seconds W, a distance of 312.70 feet;
8. thence S 77 degrees 48 minutes 53 seconds W, a distance of 152.37 feet;
9. thence N 88 degrees 08 minutes 38 seconds W, a distance of 178.88 feet;

thence N 29 degrees 39 minutes 59 seconds W, a distance of 672.16 feet to the Point of Beginning; thence N 29 degrees 39 minutes 59 seconds W, a distance of 596.96 feet; thence N 45 degrees 34 minutes 43 seconds W, a distance of 664.66 feet; thence N 88 degrees 51 minutes 22 seconds E, a distance of 921.50 feet; thence S 36 degrees 19 minutes 40 seconds E, a distance of 37.05 feet; thence along a curve to the left whose radius is 1,019.00 feet and whose radius bears N 53 degrees 42 minutes 09 seconds E, a distance of 255.96 feet; thence S 49 degrees 24 minutes 52 seconds W, a distance of 69.38 feet; thence along a curve to the left whose radius is 500.00 feet and whose center bears N 47 degrees 45 minutes 52 seconds E, a distance of 139.77 feet; thence S 23 degrees 28 minutes 29 seconds W, a distance of 627.50 feet; thence S 63 degrees 10 minutes 55 seconds W, a distance of 171.72 feet to the Point of Beginning.

Containing 13.62 acres more or less.

Prepared by: NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo CO. 81003

January 31, 2022
JN 1804400

Wildhorse Metropolitan Districts No. 5
Metropolitan District Boundary
Legal description

01/31/2022

A parcel of land located in section 9 and the SW ¼ of Section 10, Township 20 South, Range 65 West, of the 6th Principal Meridian, said parcel being more particularly described as follows:

Basis of Bearings to be the east line of the W ½ of the E ½ of the SW ¼ of Section 10, Township 20 South, Range 65 West of the 6th Principal Meridian to bear N 01 degrees 40 minutes 27 seconds monumented on both ends with ad 3 ¼" diameter aluminum cap stamped with PLS 33200, all bearings contained herein to be relative thereto.

Commencing at the Southeast corner of the of the W ½ of the E ½ of SW ¼ of said Section 10; thence S 89 degrees 10 minutes 16 seconds W, along the south line of the SW ¼ of said Section 10, a distance of 612.25 feet; thence along the north line of the State Highway No. 50 right-of-way and Lot 1, Block 1 of Hwy 50 West CDOT Maintenance Facility No. 1, as presently located, the following nine (9) courses:

1. thence N 55 degrees 35 minutes 35 seconds W, a distance of 166.17 feet;
2. thence N 23 degrees 35 minutes 46 seconds W, a distance of 141.19 feet;
3. thence N 06 degrees 04 minutes 05 seconds W, a distance of 385.19 feet;
4. thence N 74 degrees 30 minutes 12 seconds W, a distance of 441.31 feet;
5. thence S 10 degrees 48 minutes 11 seconds W, a distance of 460.12 feet;
6. thence S 67 degrees 53 minutes 08 seconds W, a distance of 309.71 feet;
7. thence S 77 degrees 32 minutes 17 seconds W, a distance of 312.70 feet;
8. thence S 77 degrees 48 minutes 53 seconds W, a distance of 152.37 feet;
9. thence N 88 degrees 08 minutes 38 seconds W, a distance of 178.88 feet;

thence N 29 degrees 39 minutes 59 seconds W, a distance of 1,269.12 feet; thence N 45 degrees 34 minutes 43 seconds W, a distance of 664.66 feet to the Point of Beginning; thence N 45 degrees 34 minutes 43 seconds W, a distance of 443.08 feet; thence N 74 degrees 06 minutes 44 seconds W, a distance of 738.34 feet; thence N 25 degrees 46 minutes 43 seconds W, a distance of 494.36 feet; thence N 11 degrees 18 minutes 19 seconds W, a distance of 290.71 feet; thence N 02 degrees 50 minutes 55 seconds E, a distance of 379.17 feet; thence S 31 degrees 39 minutes 05 seconds E, a distance of 26.62 feet; thence along a curve to the left whose radius is 2,864.93 feet and whose center bears N 58 degrees 44 minutes 59 seconds, a distance of 574.22 feet; thence S 42 degrees 46 minutes 50 seconds E, a distance of 187.77 feet to the north line of the SE ¼ of the said Section 9; thence S 89 degrees 58 minutes 03 seconds E along the north line of the SE ¼ of said Section 9, a distance of 991.15 feet to a point on the east right-of-way line of Wildhorse Road as presently located; thence S 36 degrees 19 minutes 40 seconds E along said east right-of-way line of Wildhorse Road, a distance of 1221.24 feet; thence S 88 degrees 51 minutes 22 seconds W, a distance of 921.50 feet to the Point of Beginning.

AND

Commencing at the Southeast corner of the of the W ½ of the E ½ of SW ¼ of said Section 10; thence N 01 degrees 40 minutes 27 seconds E along the east line of the said W ½ of the E ½ of the SW ¼ of Section

10, a distance of 1,690.16 feet; thence S 88 degrees 51 minutes 22 seconds W, a distance of 1,022.07 feet to the Point of Beginning; thence S 88 degrees 51 minutes 22 seconds W, a distance of 1,287.08 feet; thence N 00 degrees 40 minutes 42 seconds E, a distance of 979.52 feet to the north line of said SE ¼ of Section 9; thence N 89 degrees 58 minutes 22 seconds E along the said north line of the SE ¼ of Section 9, a distance of 328.94 feet to the northeast corner of the said SE ¼ of Section 9; thence N 88 degrees 54 minutes 17 seconds E along the north line of the SW ¼ of said Section 10, a distance of 1,331.50 feet to the northwest corner of the W ½ of the E ½ of the SW ¼ of said Section 10; thence N 88 degrees 57 minutes 11 seconds E along the north line of the said W ½ of the E ½ of the SW ¼ of Section 10, a distance of 148.56 feet; thence along a curve to the left whose radius is 1,235.00 feet and whose radius bears S 39 degrees 06 minutes 13 seconds E, a distance of 665.97 feet; thence S 20 degrees 00 minutes 00 seconds W, a distance of 300.00 feet; thence along a curve to the left whose radius is 1,500.00 feet a distance of 171.54 feet to the Point of Beginning.

Containing 66.26 acres more or less.

Prepared by: NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo CO. 81003
January 31, 2022
JN 1804400

EXHIBIT B

Legal Description of the Future Inclusion Area

Wildhorse Metropolitan Districts No's. 1-5
Inclusion Area
Legal description

01/31/2022

A parcel of land located in section 9 and the SW ¼ of Section 10, Township 20 South, Range 65 West, of the 6th Principal Meridian, EXCEPT that portion conveyed to the State Department of Highways in rule and order recorded May 8, 1975 in Book 1813 at Page 36, said parcel being more particularly described as follows:

Basis of Bearings to be the east line of the W ½ of the E ½ of the SW ¼ of Section 10, Township 20 South, Range 65 West of the 6th Principal Meridian to bear N 01 degrees 40 minutes 27 seconds monumented on both ends with ad 3 ¼" diameter aluminum cap stamped with PLS 33200, all bearings contained herein to be relative thereto.

Beginning at the Southeast corner of the of the W ½ of the E ½ of SW ¼ of said Section 10; thence S 89 degrees 10 minutes 16 seconds W, along the south line of the SW ¼ of said Section 10, a distance of 612.25 feet; thence along the north line of the State Highway No. 50 right-of-way and Lot 1, Block 1 of Hwy 50 West CDOT Maintenance Facility No. 1, as presently located, the following nine (9) courses:

1. thence N 55 degrees 35 minutes 35 seconds W, a distance of 166.17 feet;
2. thence N 23 degrees 35 minutes 46 seconds W, a distance of 141.19 feet;
3. thence N 06 degrees 04 minutes 05 seconds W, a distance of 385.19 feet;
4. thence N 74 degrees 30 minutes 12 seconds W, a distance of 441.31 feet;
5. thence S 10 degrees 48 minutes 11 seconds W, a distance of 460.12 feet;
6. thence S 67 degrees 53 minutes 08 seconds W, a distance of 309.71 feet;
7. thence S 77 degrees 32 minutes 17 seconds W, a distance of 312.70 feet;
8. thence S 77 degrees 48 minutes 53 seconds W, a distance of 152.37 feet;
9. thence N 88 degrees 08 minutes 38 seconds W, a distance of 178.88 feet;

thence N 29 degrees 39 minutes 59 seconds W, a distance of 1,269.12 feet; thence N 45 degrees 34 minutes 43 seconds W, a distance of 1,107.74 feet; thence N 74 degrees 06 minutes 44 seconds W, a distance of 738.34 feet; thence N 25 degrees 46 minutes 43 seconds W, a distance of 494.36 feet; thence N 11 degrees 18 minutes 19 seconds W, a distance of 290.71 feet; thence N 02 degrees 50 minutes 55 seconds E, a distance of 379.17 feet; thence S 31 degrees 39 minutes 05 seconds E, a distance of 26.62 feet; thence along a curve to the left whose radius is 2,864.93 feet and whose center bears N 58 degrees 44 minutes 59 seconds, a distance of 574.22 feet; thence S 42 degrees 46 minutes 50 seconds E, a distance of 187.77 feet to the north line of the SE ¼ of the said Section 9; thence S 89 degrees 58 minutes 03 seconds E along the north line of the SE ¼ of said Section 9, a distance of 991.15 feet to a point on the east right-of-way line of Wildhorse Road as presently located; thence S 36 degrees 19 minutes 40 seconds E along said east right-of-way line of Wildhorse Road, a distance of 1,258.29 feet; thence continuing along the said east right-of-way line of Wildhorse Road along a curve to the left whose radius is 1,019.00 feet and whose center bears N 53 degrees 42 minutes 09 seconds, a distance of 255.96 feet; thence N 00 degrees 40 minutes 42 seconds E, a distance of 1,198.59 feet to the north line of said SE ¼ of Section 9; thence N 89 degrees 58 minutes 22 seconds E along the said north line of the

SE ¼ of Section 9, a distance of 328.94 feet to the northeast corner of the said SE ¼ of Section 9; thence N 88 degrees 54 minutes 17 seconds E along the north line of the SW ¼ of said Section 10, a distance of 1,331.50 feet to the northwest corner of the W ½ of the E ½ of the SW ¼ of said Section 10; thence N 88 degrees 57 minutes 11 seconds E along the north line of the said W ½ of the E ½ of the SW ¼ of Section 10, a distance of 665.40 feet to the northeast corner of the said W ½ of the E ½ of the SW ¼ of Section 10; thence S 01 degrees 40 minutes 27 seconds W along the east line of the said W ½ of the E ½ of the SW ¼ of Section 10, a distance of 2,661.69 feet to the southeast corner of the said W ½ of the E ½ of the SW ¼ of Section 10 and the Point of Beginning.

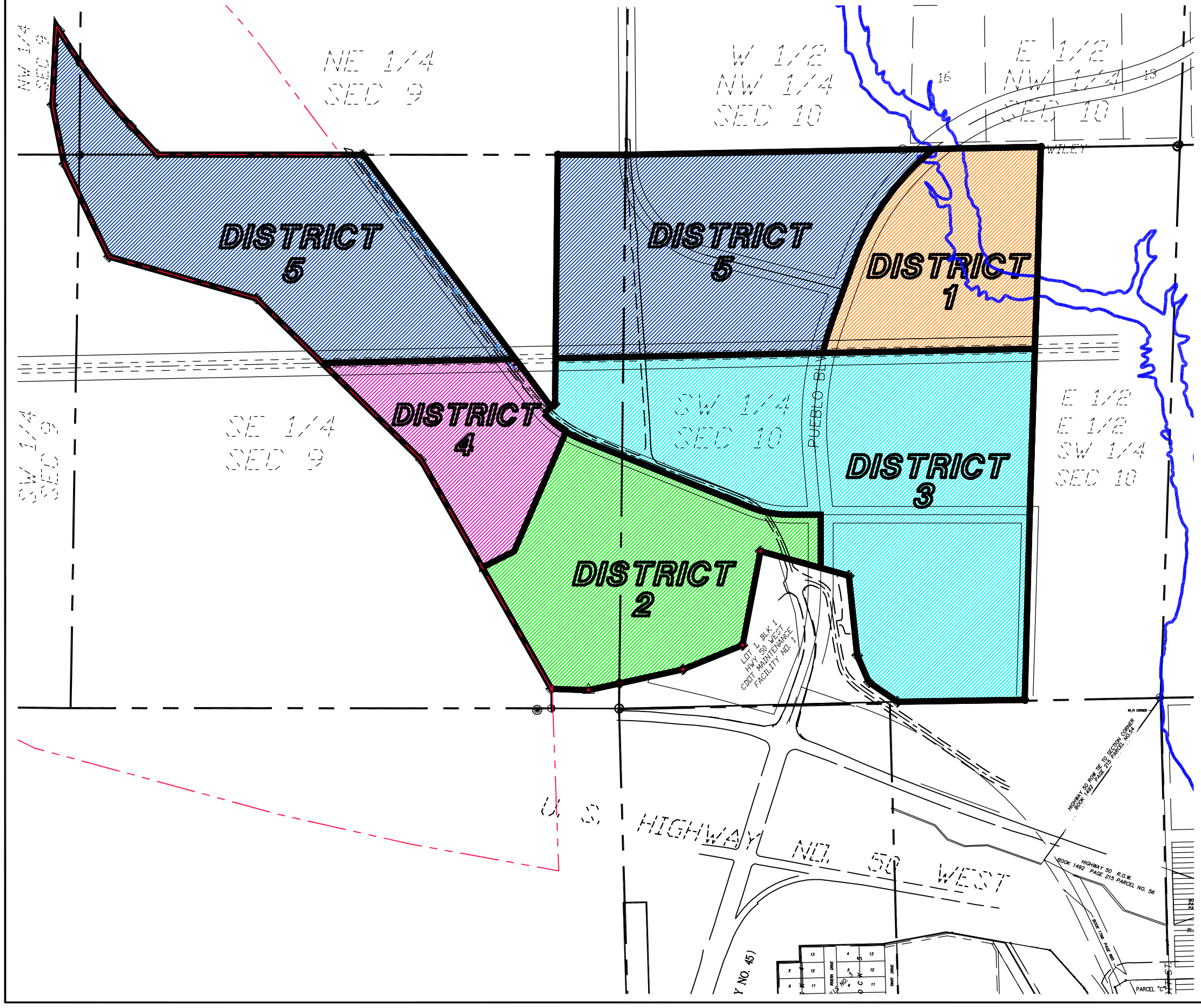
Containing 179.34 acres more or less.

Prepared by: NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo CO. 81003
January 31, 2022
JN 1804400

EXHIBIT C

Boundary Maps of the Districts and Future Inclusion Area

WILDHORSE METROPOLITAN DISTRICT NO's. 1-5



SCALE: 1" = 500'

0 250' 500' 1000'

LEGEND

= DISTRICT 1 (18.66 ACRES)

= DISTRICT 2 (26.93 ACRES)

= DISTRICT 3 (53.86 ACRES)

= DISTRICT 4 (13.62 ACRES)

= DISTRICT 5 (66.26 ACRES)

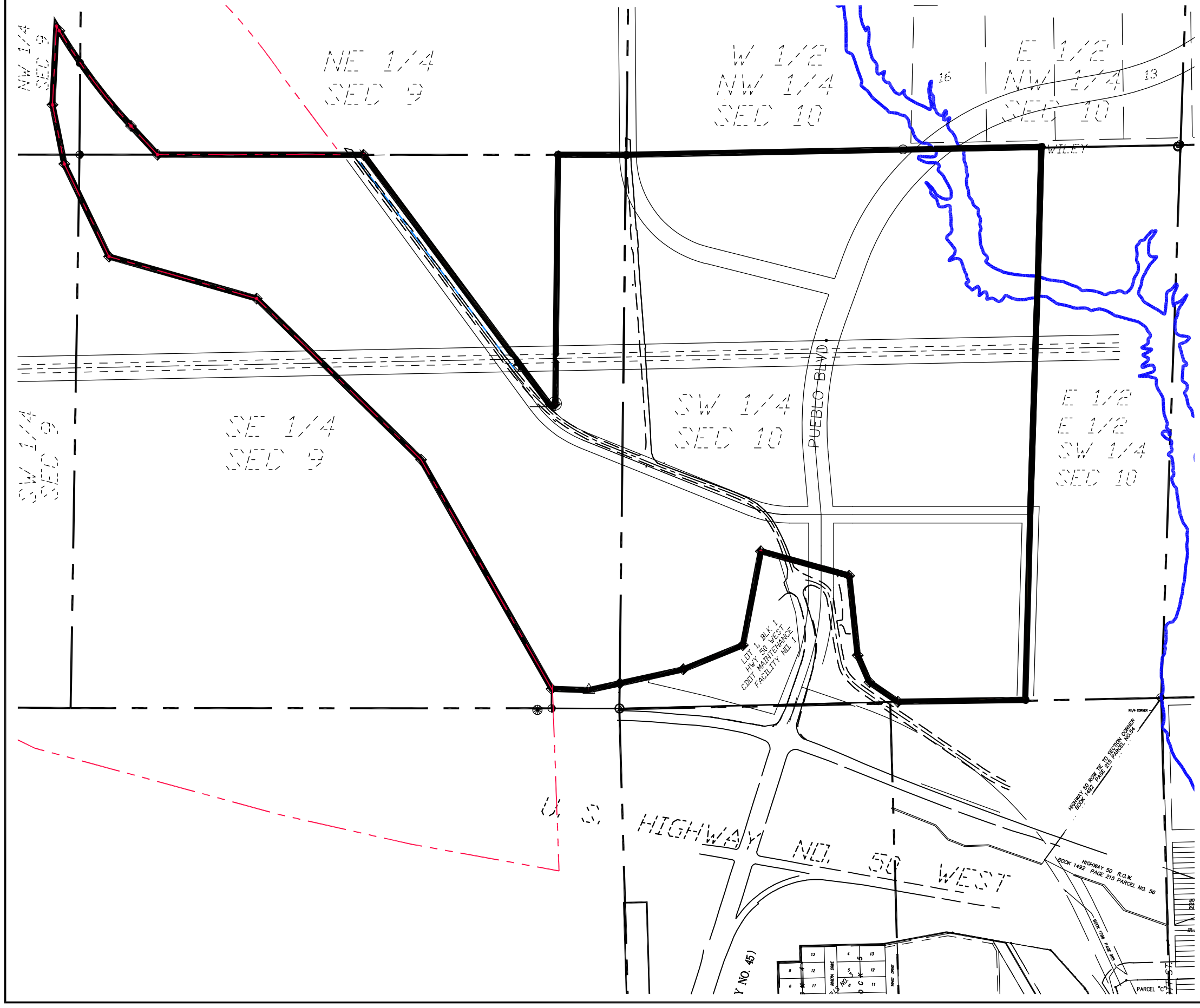
= WILDHORSE METROPOLITAN DISTRICT BOUNDARY

= PUEBLO WEST METROPOLITAN DISTRICT BOUNDARY

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH ST.
PUEBLO, CO 81003
(719)544-6823
(719)544-6825 FAX

TITLE: WILDHORSE METROPOLITAN DISTRICT NO's. 1-5 DISTRICTS MAP		
SCALE: AS SHOWN	DRAWN BY: DJA	FILE: WHMD_DISTRICTS.DWG
DATE: 02-14-2022	CHECKED BY: MLC	JOB NO. 1804400
		SHEET 1 OF 1

WILDHORSE METROPOLITAN DISTRICT NO's. 1-5



SCALE: 1" = 500'

0 250' 500' 1000'

LEGEND

= WILDHORSE METROPOLITAN INCLUSION AREA

= PUEBLO WEST METROPOLITAN DISTRICT BOUNDARY

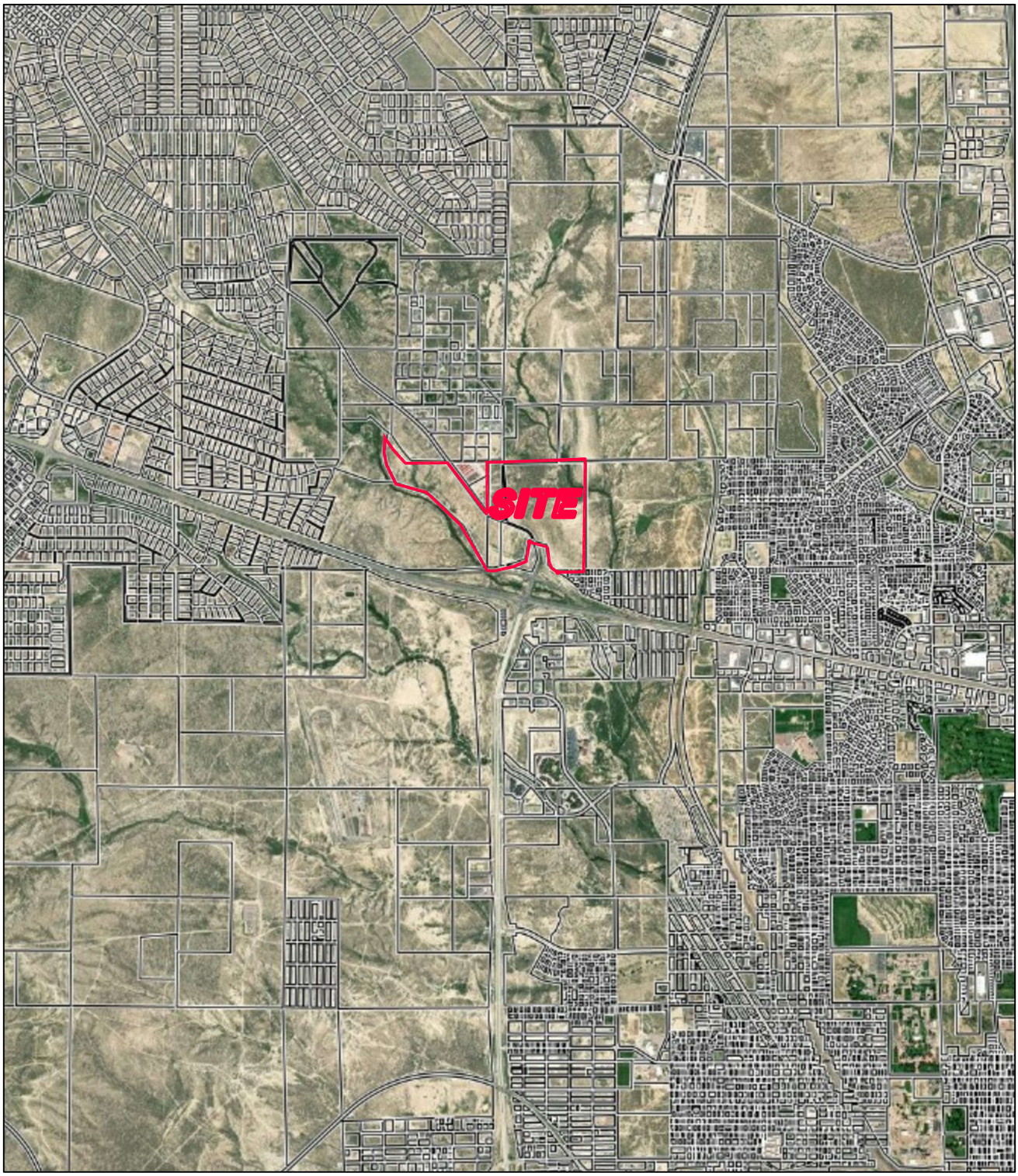
NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH ST.
PUEBLO, CO 81003
(719)544-6823
(719)544-6825 FAX

TITLE: WILDHORSE METROPOLITAN DISTRICT NO's. 1-5 INCLUSION AREA MAP		
SCALE: AS SHOWN	DRAWN BY: DJA	FILE: WHMD_INCLUSION AREA.DWG
DATE: 02-14-2022	CHECKED BY: MLC	JOB NO. 1804400
		SHEET 1 OF 1

EXHIBIT D

Vicinity Map

WILDHORSE METROPOLITAN DISTRICT NO's. 1-5



VICINITY MAP

NOT TO SCALE

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH STREET
PUEBLO, COLORADO 81003
(719)544-6823
(719)544-6825 FAX

TITLE: WILDHORSE METROPOLITAN DISTRICT NO's. 1-5 VICINITY MAP		
SCALE: N.T.S.	DRAWN BY: DJA	JOB NO. 1804400
DATE: 01-07-22	CHECKED BY: MLC	

EXHIBIT E

Description of Facilities and Costs

Cost Estimate Wildhorse Metropolitan District No's 1-5

Date: February 9, 2022

	Assumed Quantity	UM	Unit Price	Extended
POTABLE WATER				
8" WATER MAIN WITH APPURTENANCES	5200	LF	$200.00	$1,040,000.00
FIRE HYDRANTS	22	EA	$9,000.00	$198,000.00
SUB-TOTAL				$1,238,000.00
CONTIGENCY	25	%		$309,500.00
TOTAL				**$1,547,500.00**
SANITARY SEWER				
21" MAIN WITH APPURTENANCES (25-30 FT)	2000	LF	$800.00	$1,600,000.00
18" MAIN WITH APPURTENANCES (12-14 FT)	4600	LF	$250.00	$1,150,000.00
12" MAIN WITH APPURTENANCES (12-14 FT)	6600	LF	$180.00	$1,188,000.00
8" MAIN WITH APPURTENANCES (12-14 FT)	1000	LF	$120.00	$120,000.00
MANHOLES	40	EA	$8,500.00	$340,000.00
SUB-TOTAL				$4,398,000.00
CONTIGENCY	25	%		$1,099,500.00
TOTAL				**$5,497,500.00**
DRAINAGE				
STORM SEWER MAIN	4000	LF	$500.00	$2,000,000.00
MANHOLES	20	EA	$8,500.00	$170,000.00
INLETS	40	EA	$15,000.00	$600,000.00
DETENTION PONDS (Grading, Reseeding, Riprap)	12	AC	$25,000.00	$300,000.00
OUTLET STRUCTURES	9	EA	$36,000.00	$324,000.00
SUB-TOTAL				$3,394,000.00
CONTIGENCY	25	%		$848,500.00
TOTAL				**$4,242,500.00**
STREETS				
MIXED USE COLLECTOR (paving, curb, sidewalk, striping)	6500	LF	$500.00	$3,250,000.00

NON-RURAL ARTERIAL	3500	LF	$1,000.00	$3,500,000.00
(paving, curb, sidewalk, striping)				
TRAFFIC SIGNALS	3	EA	$1,000,000.00	$3,000,000.00
STREET LIGHTS	40	EA	$10,000.00	$400,000.00
SUB-TOTAL				$10,150,000.00
CONTIGENCY	25	%		$2,537,500.00
TOTAL				**$12,687,500.00**

PARKS/LANDSCAPING				
ROADWAY LANDSCAPING	2	AC	$100,000.00	$200,000.00
OPEN SPACE	14	AC	$50,000.00	$700,000.00
ROADWAY SIGNS	2	EA	$300,000.00	$600,000.00
SUB-TOTAL				$1,500,000.00
CONTIGENCY	25	%		$375,000.00
TOTAL				**$1,875,000.00**

GRAND TOTAL	**$25,850,000.00**

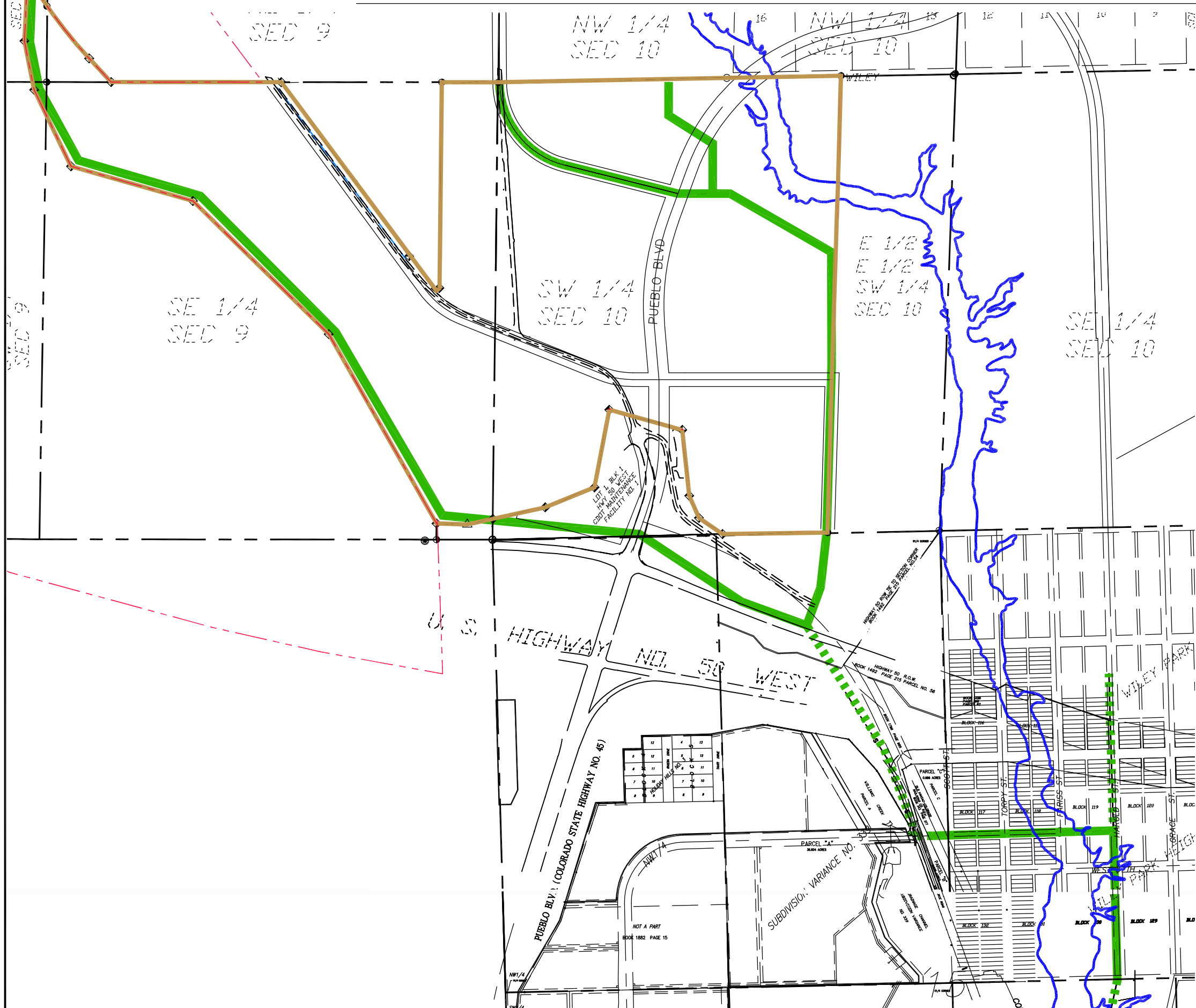
*This is an estimate only. Actual construction costs may vary.

*This estimate is put together using preliminary layout information

EXHIBIT F-1

Depiction of Sanitation Improvements

WILDHORSE METROPOLITAN DISTRICT NO's. 1-5



SCALE: 1" = 600'

0 300' 600' 1200'

LEGEND

= SANITARY SEWER (PROPOSED)

= SANITARY SEWER (EXISTING)

= WILDHORSE METROPOLITAN DISTRICT BOUNDARY

= PUEBLO WEST METROPOLITAN DISTRICT BOUNDARY

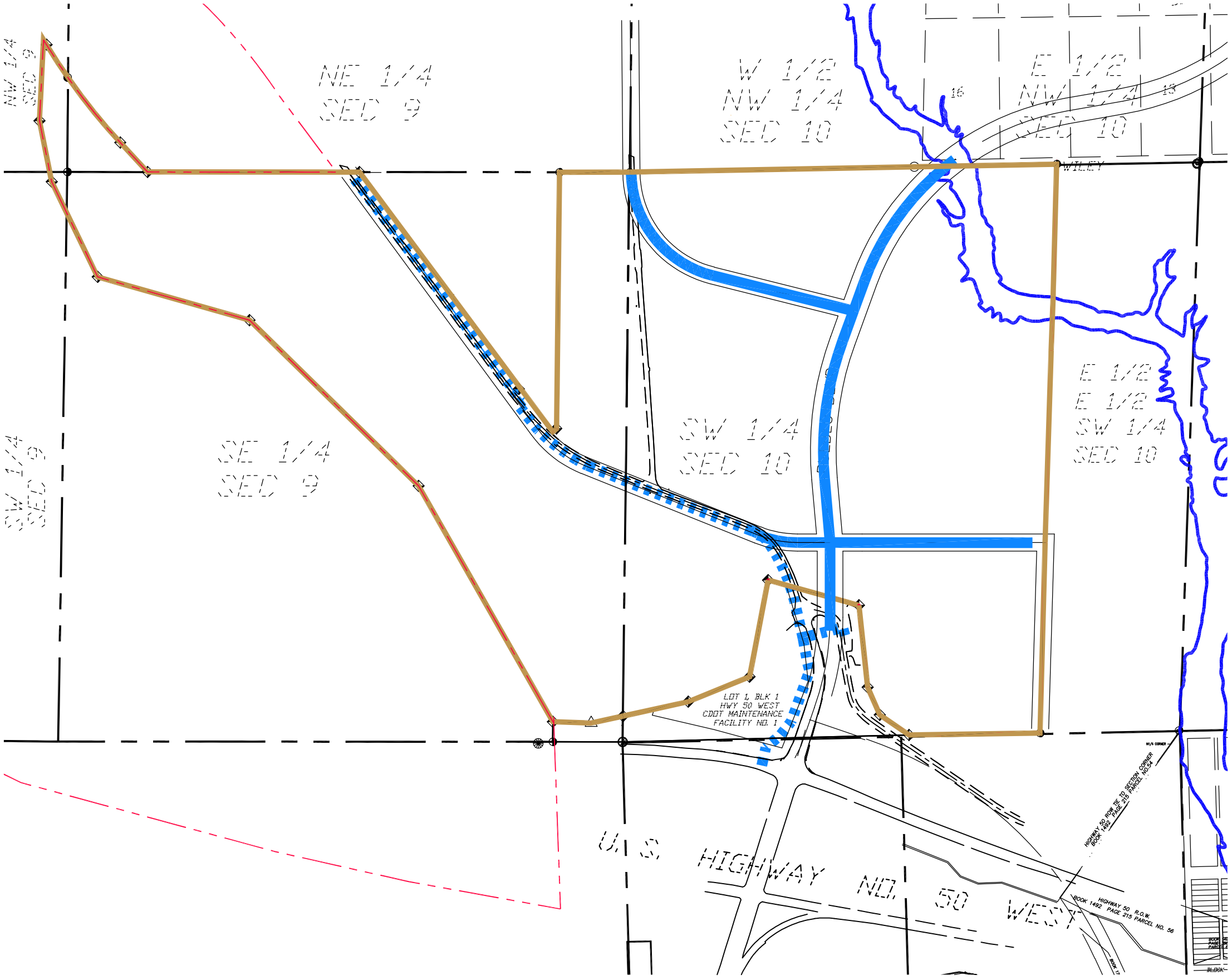
NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH ST.
PUEBLO, CO 81003
(719)544-6823
(719)544-6825 FAX

TITLE: WILDHORSE METROPOLITAN DISTRICT NO's. 1-5 SANITARY SEWER PLAN		
SCALE: AS SHOWN	DRAWN BY: DJA	FILE: WHMD_SAN SEWER PLAN.DWG
DATE: 02-14-2022	CHECKED BY: MLC	JOB NO. 1804400
		SHEET 1 OF 1

EXHIBIT F-2

Depiction of Water Improvements

WILDHORSE METROPOLITAN DISTRICT NO's. 1-5



SCALE: 1" = 500'

0 250' 500' 1000'

LEGEND

= DOMESTIC WATER (PROPOSED)

= DOMESTIC WATER (EXISTING)

= WILDHORSE METROPOLITAN DISTRICT BOUNDARY

= PUEBLO WEST METROPOLITAN DISTRICT BOUNDARY

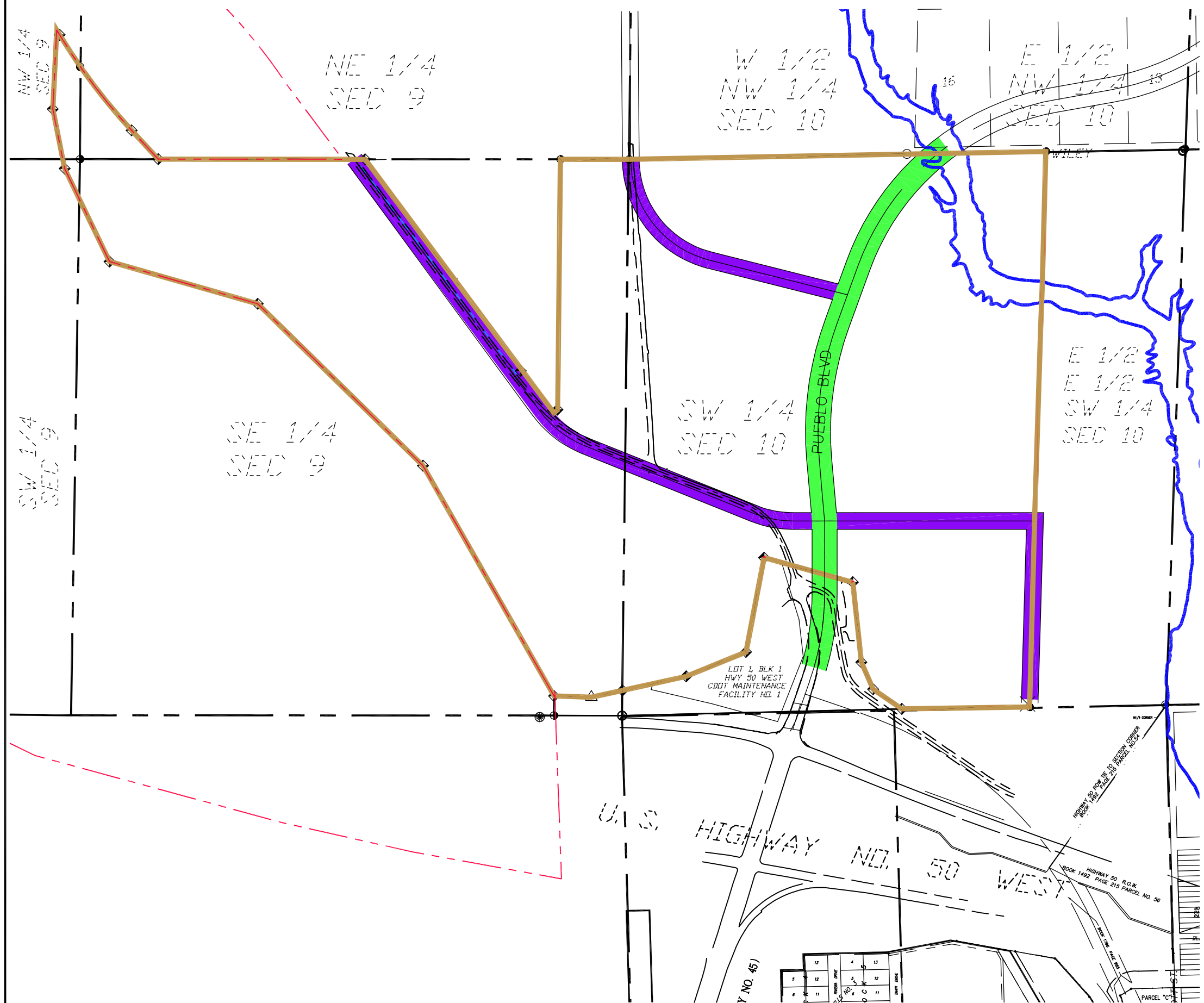
NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH ST.
PUEBLO, CO 81003
(719)544-6823
(719)544-6825 FAX

TITLE: WILDHORSE METROPOLITAN DISTRICT NO's. 1-5 DOMESTIC WATER PLAN		
SCALE: AS SHOWN	DRAWN BY: DJA	FILE: WHMD_DOM WATER PLAN.DWG
DATE: 02-14-2022	CHECKED BY: MLC	JOB NO. 1804400
		SHEET 1 OF 1

EXHIBIT F-3

Depiction of Streets and Safety Protection Improvements

WILDHORSE METROPOLITAN DISTRICT NO's. 1-5



SCALE: 1" = 500'

0 250' 500' 1000'

LEGEND

= NON-RURAL ARTERIAL ROADWAY (150' R.O.W.)

= MIXED USE COLLECTOR ROADWAY (80' R.O.W.)

= WILDHORSE METROPOLITAN DISTRICT BOUNDARY

= PUEBLO WEST METROPOLITAN DISTRICT BOUNDARY

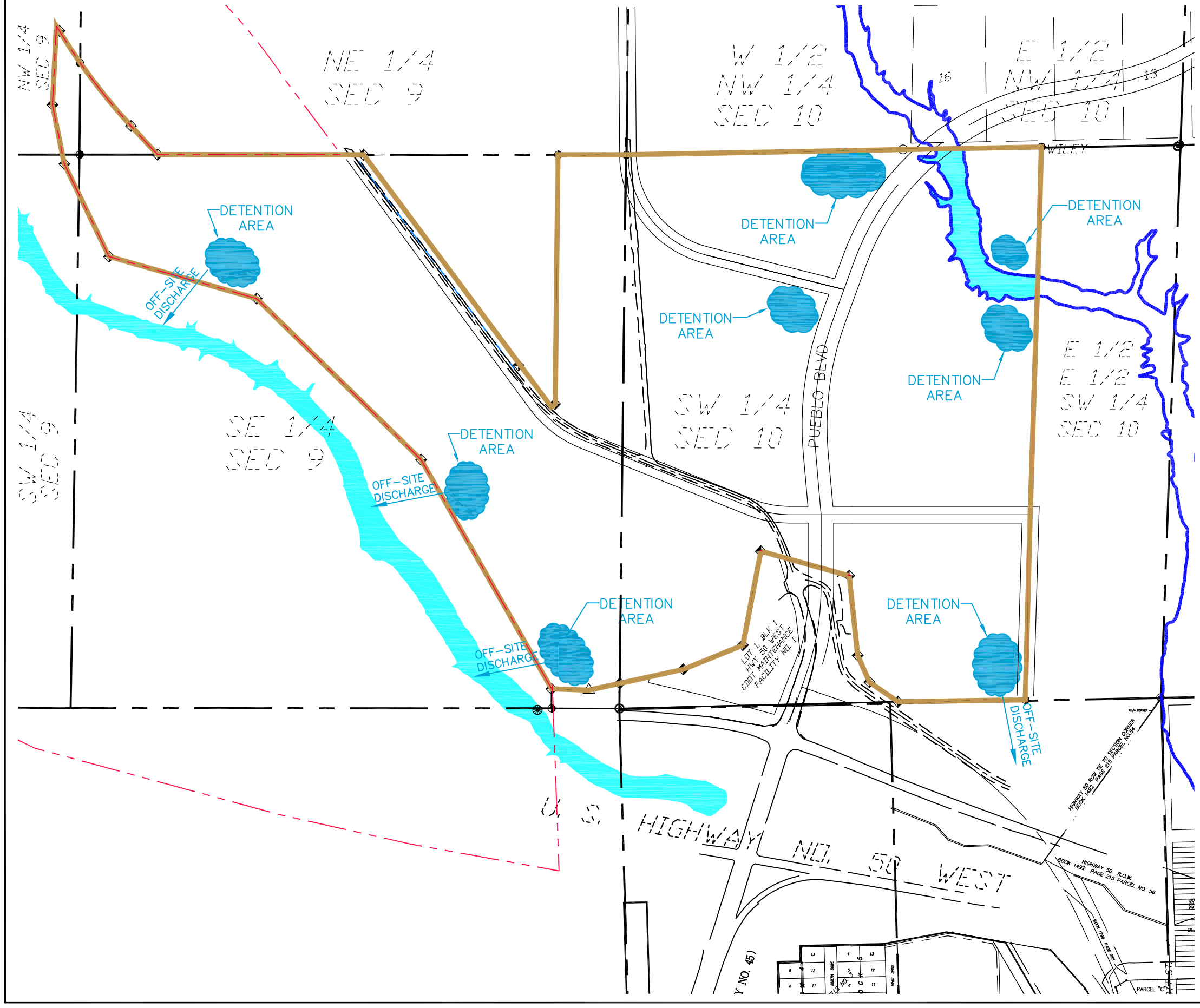
NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH ST.
PUEBLO, CO 81003
(719)544-6823
(719)544-6825 FAX

TITLE: WILDHORSE METROPOLITAN DISTRICT NO's. 1-5 STREET PLAN		
SCALE: AS SHOWN	DRAWN BY: DJA	FILE: WHMD_STREET PLAN.DWG
DATE: 02-14-2022	CHECKED BY: MLC	JOB NO. 1804400
		SHEET 1 OF 1

EXHIBIT F-4

Depiction of Drainage Improvements

WILDHORSE METROPOLITAN DISTRICT NO's. 1-5



SCALE: 1" = 500'

0 250' 500' 1000'

LEGEND

= DRAINAGE IMPROVEMENTS

= WILDHORSE METROPOLITAN DISTRICT BOUNDARY

= PUEBLO WEST METROPOLITAN DISTRICT BOUNDARY

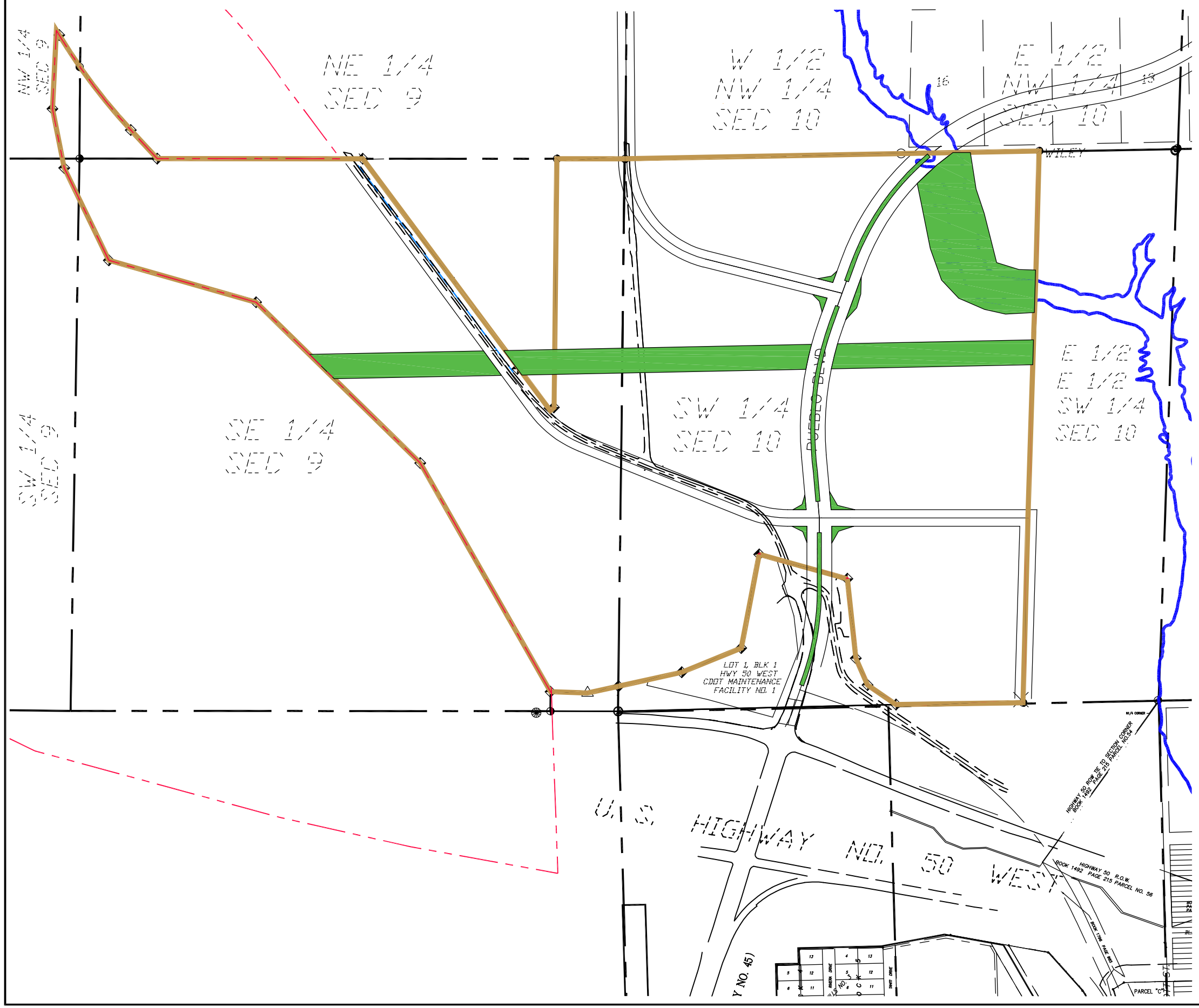
NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH ST.
PUEBLO, CO 81003
(719)544-6823
(719)544-6825 FAX

TITLE: WILDHORSE METROPOLITAN DISTRICT NO's. 1-5 DRAINAGE PLAN			
SCALE: AS SHOWN	DRAWN BY: DJA	FILE: WHMD_DRAINAGE PLAN.DWG	
DATE: 02-14-2022	CHECKED BY: MLC	JOB NO. 1804400	SHEET 1 OF 1

EXHIBIT F-5

Depiction of Park and Recreation Improvements

WILDHORSE METROPOLITAN DISTRICT NO's. 1-5



SCALE: 1" = 500'

0 250' 500' 1000'

LEGEND

= PARK AREA (16 ACRES)

= WILDHORSE METROPOLITAN DISTRICT BOUNDARY

= PUEBLO WEST METROPOLITAN DISTRICT BOUNDARY

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH ST.
PUEBLO, CO 81003
(719)544-6823
(719)544-6825 FAX

TITLE: WILDHORSE METROPOLITAN DISTRICT NO's. 1-5 PARKS PLAN		
SCALE: AS SHOWN	DRAWN BY: DJA	FILE: WHMD_PARK PLAN.DWG
DATE: 02-09-2022	CHECKED BY: MLC	JOB NO. 1804400
		SHEET 1 OF 1

EXHIBIT G

Financial Plan

WILDHORSE METROPOLITAN DISTRICT #1-5
Pueblo County, Colorado
~~~~~
**GENERAL OBLIGATION BONDS, SERIES 2023**
**GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2033**
~~~~~
Service Plan

Bond Assumptions	**Series 2023**	**Series 2033**	**Total**
Closing Date	12/1/2023	12/1/2033	
First Call Date	12/1/2028	12/1/2038	
Final Maturity	12/1/2053	12/1/2063	
Discharge Date	12/1/2063	12/1/2063	
Sources of Funds			
Par Amount	70,120,000	89,350,000	**159,470,000**
Funds on Hand	0	6,342,250	**6,342,250**
Total	70,120,000	95,692,250	**165,812,250**
Uses of Funds			
Project Fund	**$54,195,350**	**$31,035,500**	**$85,230,850**
Refunding Escrow	0	64,010,000	**64,010,000**
Debt Service Reserve	5,507,250	0	**5,507,250**
Capitalized Interest	8,765,000	0	**8,765,000**
Costs of Issuance	1,652,400	646,750	**2,299,150**
Total	70,120,000	95,692,250	**165,812,250**
Bond Features			
Projected Coverage	100x	100x	
Tax Status	Tax-Exempt	Tax-Exempt	
Rating	Non-Rated	Inv. Grade	
Average Coupon	5.000%	4.000%	
Annual Trustee Fee	$4,000	$4,000	
Biennial Reassessment			
Residential	2.00%	2.00%	
Commercial	2.00%	2.00%	

Taxing Authority Assumptions	
Metropolitan District Revenue	
Residential Assessment Ratio	
Service Plan Gallagherization Base	7.15%
Current Assumption	7.15%
Debt Service Mills	
Service Plan Mill Levy Cap	50.000
Maximum Adjusted Cap	50.000
Target Mill Levy	50.000
Specific Ownership Taxes	6.00%
County Treasurer Fee	1.50%
Sales Tax Revenue	
Sales PIF	1.5%
Lodging Tax Revenue	
Lodging PIF	1.5%
Operations	
Operations Mill Levy	15.000
Total Mill Levy	65.000

WILDHORSE METROPOLITAN DISTRICT #1-5
Development Summary

D|A DAVIDSON

	Residential								
	Apartments PA-3	Apartments PA-5	Product 3	Product 4	Product 5	Product 6	Product 7	Product 8	Total Residential
Statutory Actual Value (2022)	**$200,000**	**$200,000**	**$**	**$**	**$**	**$**	**$**	**$**	
Sales (2022)									
Sales Collected (%)									
Lodging (2022)									
2022	-	-	-	-	-	-	-	-	-
2023	-	-	-	-	-	-	-	-	-
2024	-	-	-	-	-	-	-	-	-
2025	225	270	-	-	-	-	-	-	495
2026	-	-	-	-	-	-	-	-	-
2027	-	-	-	-	-	-	-	-	-
2028	-	-	-	-	-	-	-	-	-
2029	-	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-
Total Units	225	270	-	-	-	-	-	-	495
Total Statutory Actual Value	**$45,000,000**	**$54,000,000**	**$**	**$**	**$**	**$**	**$**	**$**	**$99,000,000**
Annual Sales									
Annual Lodging									

Draft: For discussion purposes only

WILDHORSE METROPOLITAN DISTRICT #1-5
Development Summary

D|A DAVIDSON

	Commercial[1]							
	Convenience PA-1	Dealer PA-1	Carwash PA-1	TBD PA-1	TBD PA-1	Medical Office PA-2	Light Industrial TBD PA-2A	Light Industrial TBD PA-2A
Statutory Actual Value (2022)	**$200**	**$150**	**$200**	**$200**	**$200**	**$325**	**$125**	**$125**
Sales (2022)	**$250 / sf**	**$250 / sf**	**$200 / sf**	**$200 / sf**	**$200 / sf**	**$ / sf**	**$ / sf**	**$ / sf**
Sales Collected (%)	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**
Lodging (2022)								
2022	-	-	-	-	-	-	-	-
2023	-	-	-	-	-	-	-	-
2024	25,000	-	15,000	12,500	12,500	-	-	-
2025	-	25,000	-	-	-	122,840	42,250	42,250
2026	-	-	-	-	-	-	-	-
2027	-	-	-	-	-	-	-	-
2028	-	-	-	-	-	-	-	-
2029	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-
Total Units	25,000	25,000	15,000	12,500	12,500	122,840	42,250	42,250
Total Statutory Actual Value	**$5,000,000**	**$3,750,000**	**$3,000,000**	**$2,500,000**	**$2,500,000**	**$39,923,000**	**$5,281,250**	**$5,281,250**
Annual Sales	**$6,250,000**	**$6,250,000**	**$3,000,000**	**$2,500,000**	**$2,500,000**	**$**	**$**	**$**
Annual Lodging								

1. Lease up on Sales: 50% (Yr1), 75% (Yr2), 100% (Yr3 fwd)

WILDHORSE METROPOLITAN DISTRICT #1-5
Development Summary

D|A DAVIDSON

	Commercial[1]							
	Light Industrial TBD PA-3A	Light Industrial TBD PA-3A	Light Industrial TBD PA-3B	Light Industrial TBD PA-3B	Retail Anchor PA-4	Retail Mult-Tenant PA-4	Retail Pads PA-4	Office Warehouse PA-6
Statutory Actual Value (2022)	**$125**	**$125**	**$125**	**$125**	**$200**	**$250**	**$300**	**$125**
Sales (2022)	**$ / sf**	**$ / sf**	**$ / sf**	**$ / sf**	**$250 / sf**	**$250 / sf**	**$250 / sf**	**$ / sf**
Sales Collected (%)	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**
Lodging (2022)								
2022	-	-	-	-	-	-	-	-
2023	-	-	-	-	-	-	-	-
2024	-	-	-	-	-	-	54,917	-
2025	71,450	-	-	-	80,000	14,000	13,583	38,360
2026	-	71,450	52,575	-	-	-	-	-
2027	-	-	-	52,575	-	-	-	-
2028	-	-	-	-	-	-	-	-
2029	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-
Total Units	71,450	71,450	52,575	52,575	80,000	14,000	68,500	38,360
Total Statutory Actual Value	**$8,931,250**	**$8,931,250**	**$6,571,875**	**$6,571,875**	**$16,000,000**	**$3,500,000**	**$20,550,000**	**$4,795,000**
Annual Sales	**$**	**$**	**$**	**$**	**$20,000,000**	**$3,500,000**	**$17,125,000**	**$**
Annual Lodging								

1. Lease up on Sales: 50% (Yr1), 75% (Yr2), 100% (Yr3 fwd)

Draft: For discussion purposes only

WILDHORSE METROPOLITAN DISTRICT #1-5
Development Summary

D|A DAVIDSON

	Commercial[1]					Hotel[2]	
	Office Warehouse PA-6	Light Industrial PA-6	Light Industrial PA-6	Light Industrial PA-6	Total Commercial	Hospitality PA-3	Total Hotel
Statutory Actual Value (2022)	$125	$125	$125	$125		$90,000	
Sales (2022)	$ / sf	$ / sf	$ / sf	$ / sf		$ / room	
Sales Collected (%)	100%	100%	100%	100%		100%	
Lodging (2022)						$125 ADR	
2022	-	-	-	-	-	-	-
2023	-	-	-	-	-	-	-
2024	-	-	-	-	119,917	-	-
2025	-	-	-	-	449,733	160	160
2026	38,360	38,360	-	-	200,745	-	-
2027	-	-	38,360	38,360	129,295	-	-
2028	-	-	-	-	-	-	-
2029	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-
Total Units	38,360	38,360	38,360	38,360	899,690	160	160
Total Statutory Actual Value	$4,795,000	$4,795,000	$4,795,000	$4,795,000	$162,266,750	$14,400,000	$14,400,000
Annual Sales	$	$	$	$	$61,125,000	$	
Annual Lodging						$5,110,000	

1. Lease up on Sales: 50% (Yr1), 75% (Yr2), 100% (Yr3 fwd)
2. Lease up on Lodging: 50% (Yr1), 60% (Yr2), 70% (Yr3 fwd)

WILDHORSE METROPOLITAN DISTRICT #1-5

Assessed Value Calculation

	Vacant Land		Residential				Commercial				Total
	Cumulative Statutory Actual Value[1]	Assessed Value in Collection Year (2-year lag) 29.00%	Total Residential Units	Biennial Reassessment 2.00%	Cumulative Statutory Actual Value	Assessed Value in Collection Year (2-year lag) 7.15%	Total Commercial SF	Biennial Reassessment 2.00%	Cumulative Statutory Actual Value	Assessed Value in Collection Year (2-year lag) @ 29.00%	Assessed Value in Collection Year (2-year lag)
2020	0		0	0	0		0	0	0		
2021	0		0		0		0		0		
2022	0	0	0	0	0	0	0	0	0	0	0
2023	2,947,510	0	0		0	0	0		0	0	0
2024	20,493,665	0	0	0	0	0	119,917	0	30,564,394	0	0
2025	2,509,313	854,778	495		105,059,592	0	449,733		142,869,313	0	854,778
2026	1,616,188	5,943,163	0	2,101,192	107,160,784	0	200,745	2,857,386	172,888,305	8,863,674	14,806,837
2027	0	727,701	0		107,160,784	7,511,761	129,295		190,732,321	41,432,101	49,671,562
2028	0	468,694	0	2,143,216	109,304,000	7,661,996	0	3,814,646	194,546,967	50,137,608	58,268,299
2029	0	0	0		109,304,000	7,661,996	0		194,546,967	55,312,373	62,974,369
2030	0	0	0	2,186,080	111,490,080	7,815,236	0	3,890,939	198,437,907	56,418,621	64,233,857
2031	0	0	0		111,490,080	7,815,236	0		198,437,907	56,418,621	64,233,857
2032	0	0	0	2,229,802	113,719,881	7,971,541	0	3,968,758	202,406,665	57,546,993	65,518,534
2033	0	0	0		113,719,881	7,971,541	0		202,406,665	57,546,993	65,518,534
2034	0	0	0	2,274,398	115,994,279	8,130,971	0	4,048,133	206,454,798	58,697,933	66,828,904
2035	0	0	0		115,994,279	8,130,971	0		206,454,798	58,697,933	66,828,904
2036	0	0	0	2,319,886	118,314,164	8,293,591	0	4,129,096	210,583,894	59,871,891	68,165,482
2037	0	0	0		118,314,164	8,293,591	0		210,583,894	59,871,891	68,165,482
2038	0	0	0	2,366,283	120,680,448	8,459,463	0	4,211,678	214,795,572	61,069,329	69,528,792
2039	0	0	0		120,680,448	8,459,463	0		214,795,572	61,069,329	69,528,792
2040	0	0	0	2,413,609	123,094,057	8,628,652	0	4,295,911	219,091,483	62,290,716	70,919,368
2041	0	0	0		123,094,057	8,628,652	0		219,091,483	62,290,716	70,919,368
2042	0	0	0	2,461,881	125,555,938	8,801,225	0	4,381,830	223,473,313	63,536,530	72,337,755
2043	0	0	0		125,555,938	8,801,225	0		223,473,313	63,536,530	72,337,755
2044	0	0	0	2,511,119	128,067,056	8,977,250	0	4,469,466	227,942,779	64,807,261	73,784,510
2045	0	0	0		128,067,056	8,977,250	0		227,942,779	64,807,261	73,784,510
2046	0	0	0	2,561,341	130,628,398	9,156,795	0	4,558,856	232,501,635	66,103,406	75,260,201
2047	0	0	0		130,628,398	9,156,795	0		232,501,635	66,103,406	75,260,201
2048	0	0	0	2,612,568	133,240,965	9,339,930	0	4,650,033	237,151,668	67,425,474	76,765,405
2049	0	0	0		133,240,965	9,339,930	0		237,151,668	67,425,474	76,765,405
2050	0	0	0	2,664,819	135,905,785	9,526,729	0	4,743,033	241,894,701	68,773,984	78,300,713
2051	0	0	0		135,905,785	9,526,729	0		241,894,701	68,773,984	78,300,713
2052	0	0	0	2,718,116	138,623,901	9,717,264	0	4,837,894	246,732,595	70,149,463	79,866,727
2053	0	0	0		138,623,901	9,717,264	0		246,732,595	70,149,463	79,866,727
2054	0	0	0	2,772,478	141,396,379	9,911,609	0	4,934,652	251,667,247	71,552,453	81,464,061
2055	0	0	0		141,396,379	9,911,609	0		251,667,247	71,552,453	81,464,061
2056	0	0	0	2,827,928	144,224,306	10,109,841	0	5,033,345	256,700,592	72,983,502	83,093,343
2057	0	0	0		144,224,306	10,109,841	0		256,700,592	72,983,502	83,093,343
2058	0	0	0	2,884,486	147,108,792	10,312,038	0	5,134,012	261,834,604	74,443,172	84,755,210
2059	0	0	0		147,108,792	10,312,038	0		261,834,604	74,443,172	84,755,210
2060	0	0	0	2,942,176	150,050,968	10,518,279	0	5,236,692	267,071,296	75,932,035	86,450,314
2061	0	0	0		150,050,968	10,518,279	0		267,071,296	75,932,035	86,450,314
2062	0	0	0	3,001,019	153,051,987	10,728,644	0	5,341,426	272,412,722	77,450,676	88,179,320
2063	0	0	0		153,051,987	10,728,644	0		272,412,722	77,450,676	88,179,320
Total			495	47,992,395			899,690	84,537,787			

1. Vacant land value calculated in year prior to construction as 10% of built-out market value

WILDHORSE METROPOLITAN DISTRICT #1-5

Revenue Calculation

	District Mill Levy Revenue				Sales Tax Revenue		Lodging Tax Revenue		Expenses		Total
	Assessed Value in Collection Year (2-year lag)	Debt Mill Levy 50.000 Cap 50.000 Target	Debt Mill Levy Collections	Specific Ownership Taxes 6.00%	Taxable Sales Revenue Inflated at 1.0%	Sales PIF 1.50% Rate through 2063	Taxable Lodging Revenue Inflated at 1.0%	Lodging PIF 1.50% Rate through 2063	County Treasurer Fee 1.50%	Annual Trustee Fee $4,000	Revenue Available for Debt Service
2020											
2021											
2022											
2023	0	0.000	0	0	0	0	0	0	0	0	0
2024	0	50.000	0	0	14,270,816	214,062	0	0	0	(4,000)	210,062
2025	854,778	50.000	42,739	2,564	39,569,998	593,550	3,760,599	56,409	(641)	(4,000)	690,621
2026	14,806,837	50.000	740,342	44,421	55,867,428	838,011	4,557,846	68,368	(11,105)	(4,000)	1,676,036
2027	49,671,562	50.000	2,483,578	149,015	64,242,989	963,645	5,370,661	80,560	(37,254)	(4,000)	3,635,544
2028	58,268,299	50.000	2,913,415	174,805	64,885,419	973,281	5,424,368	81,366	(43,701)	(4,000)	4,095,165
2029	62,974,369	50.000	3,148,718	188,923	65,534,273	983,014	5,478,612	82,179	(47,231)	(4,000)	4,351,604
2030	64,233,857	50.000	3,211,693	192,702	66,189,616	992,844	5,533,398	83,001	(48,175)	(4,000)	4,428,064
2031	64,233,857	50.000	3,211,693	192,702	66,851,512	1,002,773	5,588,732	83,831	(48,175)	(4,000)	4,438,823
2032	65,518,534	50.000	3,275,927	196,556	67,520,027	1,012,800	5,644,619	84,669	(49,139)	(4,000)	4,516,813
2033	65,518,534	50.000	3,275,927	196,556	68,195,228	1,022,928	5,701,065	85,516	(49,139)	(4,000)	4,527,788
2034	66,828,904	50.000	3,341,445	200,487	68,877,180	1,033,158	5,758,076	86,371	(50,122)	(4,000)	4,607,339
2035	66,828,904	50.000	3,341,445	200,487	69,565,952	1,043,489	5,815,657	87,235	(50,122)	(4,000)	4,618,534
2036	68,165,482	50.000	3,408,274	204,496	70,261,611	1,053,924	5,873,813	88,107	(51,124)	(4,000)	4,699,678
2037	68,165,482	50.000	3,408,274	204,496	70,964,227	1,064,463	5,932,551	88,988	(51,124)	(4,000)	4,711,098
2038	69,528,792	50.000	3,476,440	208,586	71,673,870	1,075,108	5,991,877	89,878	(52,147)	(4,000)	4,793,866
2039	69,528,792	50.000	3,476,440	208,586	72,390,608	1,085,859	6,051,796	90,777	(52,147)	(4,000)	4,805,515
2040	70,919,368	50.000	3,545,968	212,758	73,114,514	1,096,718	6,112,314	91,685	(53,190)	(4,000)	4,889,939
2041	70,919,368	50.000	3,545,968	212,758	73,845,660	1,107,685	6,173,437	92,602	(53,190)	(4,000)	4,901,823
2042	72,337,755	50.000	3,616,888	217,013	74,584,116	1,118,762	6,235,171	93,528	(54,253)	(4,000)	4,987,937
2043	72,337,755	50.000	3,616,888	217,013	75,329,957	1,129,949	6,297,523	94,463	(54,253)	(4,000)	5,000,060
2044	73,784,510	50.000	3,689,226	221,354	76,083,257	1,141,249	6,360,498	95,407	(55,338)	(4,000)	5,087,897
2045	73,784,510	50.000	3,689,226	221,354	76,844,089	1,152,661	6,424,103	96,362	(55,338)	(4,000)	5,100,264
2046	75,260,201	50.000	3,763,010	225,781	77,612,530	1,164,188	6,488,344	97,325	(56,445)	(4,000)	5,189,859
2047	75,260,201	50.000	3,763,010	225,781	78,388,656	1,175,830	6,553,227	98,298	(56,445)	(4,000)	5,202,474
2048	76,765,405	50.000	3,838,270	230,296	79,172,542	1,187,588	6,618,760	99,281	(57,574)	(4,000)	5,293,862
2049	76,765,405	50.000	3,838,270	230,296	79,964,268	1,199,464	6,684,947	100,274	(57,574)	(4,000)	5,306,731
2050	78,300,713	50.000	3,915,036	234,902	80,763,910	1,211,459	6,751,797	101,277	(58,726)	(4,000)	5,399,948
2051	78,300,713	50.000	3,915,036	234,902	81,571,549	1,223,573	6,819,315	102,290	(58,726)	(4,000)	5,413,075
2052	79,866,727	50.000	3,993,336	239,600	82,387,265	1,235,809	6,887,508	103,313	(59,900)	(4,000)	5,508,158
2053	79,866,727	50.000	3,993,336	239,600	83,211,138	1,248,167	6,956,383	104,346	(59,900)	(4,000)	5,521,549
2054	81,464,061	50.000	4,073,203	244,392	84,043,249	1,260,649	7,025,947	105,389	(61,098)	(4,000)	5,618,535
2055	81,464,061	50.000	4,073,203	244,392	84,883,681	1,273,255	7,096,206	106,443	(61,098)	(4,000)	5,632,196
2056	83,093,343	50.000	4,154,667	249,280	85,732,518	1,285,988	7,167,168	107,508	(62,320)	(4,000)	5,731,122
2057	83,093,343	50.000	4,154,667	249,280	86,589,843	1,298,848	7,238,840	108,583	(62,320)	(4,000)	5,745,057
2058	84,755,210	50.000	4,237,760	254,266	87,455,742	1,311,836	7,311,228	109,668	(63,566)	(4,000)	5,845,964
2059	84,755,210	50.000	4,237,760	254,266	88,330,299	1,324,954	7,384,341	110,765	(63,566)	(4,000)	5,860,179
2060	86,450,314	50.000	4,322,516	259,351	89,213,602	1,338,204	7,458,184	111,873	(64,838)	(4,000)	5,963,106
2061	86,450,314	50.000	4,322,516	259,351	90,105,738	1,351,586	7,532,766	112,991	(64,838)	(4,000)	5,977,606
2062	88,179,320	50.000	4,408,966	264,538	91,006,796	1,365,102	7,608,094	114,121	(66,134)	(4,000)	6,082,593
2063	88,179,320	50.000	4,408,966	264,538	91,916,864	1,378,753	7,684,175	115,263	(66,134)	(4,000)	6,097,385
Total			137,874,042	8,272,443		44,535,188		3,710,309	(2,068,111)	(160,000)	192,163,871

WILDHORSE METROPOLITAN DISTRICT #1-5

Senior Debt Service

	Total	Net Debt Service				Senior Surplus Fund			Ratio Analysis	
		Series 2023	Series 2033							
	Revenue Available for Debt Service	Dated: 12/1/23 Par: $70,120,000 Proj: $54,195,350	Dated: 12/1/33 Par: $89,350,000 Proj: $31,035,500 Esc: $64,010,000	Total	Funds on Hand as a Source	Annual Surplus	Cumulative Balance $7,012,000 Max	Released Revenue	Senior Debt to Assessed Value	Debt Service Coverage
2020										
2021										
2022										
2023	0	0		0		0	0	0	n/a	n/a
2024	210,062	0		0		210,062	210,062	0	n/a	n/a
2025	690,621	0		0		690,621	900,683	0	8203%	n/a
2026	1,676,036	1,753,000		1,753,000		(76,964)	823,720	0	474%	96%
2027	3,635,544	3,631,000		3,631,000		4,544	828,264	0	141%	100%
2028	4,095,165	4,094,750		4,094,750		415	828,679	0	120%	100%
2029	4,351,604	4,350,000		4,350,000		1,604	830,283	0	110%	100%
2030	4,428,064	4,426,000		4,426,000		2,064	832,347	0	107%	100%
2031	4,438,823	4,436,000		4,436,000		2,823	835,170	0	105%	100%
2032	4,516,813	4,513,000		4,513,000		3,813	838,983	0	101%	100%
2033	4,527,788	4,523,500	0	4,523,500	$835,000	(830,712)	8,271	0	100%	100%
2034	4,607,339	Ref' by Ser. '33	4,604,000	4,604,000		3,339	11,610	0	229%	100%
2035	4,618,534		4,617,800	4,617,800		734	12,344	0	132%	100%
2036	4,699,678		4,699,400	4,699,400		278	12,622	0	128%	100%
2037	4,711,098		4,706,000	4,706,000		5,098	17,720	0	126%	100%
2038	4,793,866		4,790,400	4,790,400		3,466	21,186	0	122%	100%
2039	4,805,515		4,804,400	4,804,400		1,115	22,301	0	120%	100%
2040	4,889,939		4,885,600	4,885,600		4,339	26,641	0	115%	100%
2041	4,901,823		4,901,200	4,901,200		623	27,264	0	113%	100%
2042	4,987,937		4,983,600	4,983,600		4,337	31,601	0	109%	100%
2043	5,000,060		4,995,000	4,995,000		5,060	36,661	0	106%	100%
2044	5,087,897		5,083,000	5,083,000		4,897	41,558	0	101%	100%
2045	5,100,264		5,099,400	5,099,400		864	42,422	0	99%	100%
2046	5,189,859		5,186,800	5,186,800		3,059	45,480	0	94%	100%
2047	5,202,474		5,202,200	5,202,200		274	45,754	0	91%	100%
2048	5,293,862		5,293,200	5,293,200		662	46,416	0	86%	100%
2049	5,306,731		5,306,600	5,306,600		131	46,546	0	82%	100%
2050	5,399,948		5,395,200	5,395,200		4,748	51,294	0	77%	100%
2051	5,413,075		5,410,800	5,410,800		2,275	53,569	0	73%	100%
2052	5,508,158		5,506,000	5,506,000		2,158	55,727	0	68%	100%
2053	5,521,549		5,517,400	5,517,400		4,149	59,877	0	64%	100%
2054	5,618,535		5,618,000	5,618,000		535	60,412	0	58%	100%
2055	5,632,196		5,629,000	5,629,000		3,196	63,607	0	54%	100%
2056	5,731,122		5,728,600	5,728,600		2,522	66,130	0	48%	100%
2057	5,745,057		5,743,000	5,743,000		2,057	68,187	0	43%	100%
2058	5,845,964		5,845,200	5,845,200		764	68,952	0	37%	100%
2059	5,860,179		5,856,400	5,856,400		3,779	72,731	0	31%	100%
2060	5,963,106		5,959,800	5,959,800		3,306	76,037	0	25%	100%
2061	5,977,606		5,976,400	5,976,400		1,206	77,243	0	19%	100%
2062	6,082,593		6,079,200	6,079,200		3,393	80,636	0	13%	100%
2063	6,097,385		6,094,400	6,094,400		2,985	0	83,621	7%	100%
Total	192,163,871	31,727,250	159,518,000	191,245,250	835,000	83,621		83,621		

WILDHORSE METROPOLITAN DISTRICT #1-5
Operations Projection

	Total	Operations Revenue				Total	Total Mills
	Assessed Value in Collection Year (2-year lag)	Operations Mill Levy 15.000 Target	Ops Mill Levy Collections 100.0%	Specific Ownership Taxes 6%	County Treasurer Fee 1.50%	Revenue Available for Operations	Total District Mills
2020							
2021							
2022							
2023	0	0.000	0	0	0	0	0.000
2024	0	15.000	0	0	0	0	65.000
2025	854,778	15.000	12,822	769	(204)	13,387	65.000
2026	14,806,837	15.000	222,103	13,326	(3,531)	231,897	65.000
2027	49,671,562	15.000	745,073	44,704	(11,847)	777,931	65.000
2028	58,268,299	15.000	874,024	52,441	(13,897)	912,569	65.000
2029	62,974,369	15.000	944,616	56,677	(15,019)	986,273	65.000
2030	64,233,857	15.000	963,508	57,810	(15,320)	1,005,999	65.000
2031	64,233,857	15.000	963,508	57,810	(15,320)	1,005,999	65.000
2032	65,518,534	15.000	982,778	58,967	(15,626)	1,026,119	65.000
2033	65,518,534	15.000	982,778	58,967	(15,626)	1,026,119	65.000
2034	66,828,904	15.000	1,002,434	60,146	(15,939)	1,046,641	65.000
2035	66,828,904	15.000	1,002,434	60,146	(15,939)	1,046,641	65.000
2036	68,165,482	15.000	1,022,482	61,349	(16,257)	1,067,574	65.000
2037	68,165,482	15.000	1,022,482	61,349	(16,257)	1,067,574	65.000
2038	69,528,792	15.000	1,042,932	62,576	(16,583)	1,088,925	65.000
2039	69,528,792	15.000	1,042,932	62,576	(16,583)	1,088,925	65.000
2040	70,919,368	15.000	1,063,791	63,827	(16,914)	1,110,704	65.000
2041	70,919,368	15.000	1,063,791	63,827	(16,914)	1,110,704	65.000
2042	72,337,755	15.000	1,085,066	65,104	(17,253)	1,132,918	65.000
2043	72,337,755	15.000	1,085,066	65,104	(17,253)	1,132,918	65.000
2044	73,784,510	15.000	1,106,768	66,406	(17,598)	1,155,576	65.000
2045	73,784,510	15.000	1,106,768	66,406	(17,598)	1,155,576	65.000
2046	75,260,201	15.000	1,128,903	67,734	(17,950)	1,178,688	65.000
2047	75,260,201	15.000	1,128,903	67,734	(17,950)	1,178,688	65.000
2048	76,765,405	15.000	1,151,481	69,089	(18,309)	1,202,261	65.000
2049	76,765,405	15.000	1,151,481	69,089	(18,309)	1,202,261	65.000
2050	78,300,713	15.000	1,174,511	70,471	(18,675)	1,226,307	65.000
2051	78,300,713	15.000	1,174,511	70,471	(18,675)	1,226,307	65.000
2052	79,866,727	15.000	1,198,001	71,880	(19,048)	1,250,833	65.000
2053	79,866,727	15.000	1,198,001	71,880	(19,048)	1,250,833	65.000
2054	81,464,061	15.000	1,221,961	73,318	(19,429)	1,275,849	65.000
2055	81,464,061	15.000	1,221,961	73,318	(19,429)	1,275,849	65.000
2056	83,093,343	15.000	1,246,400	74,784	(19,818)	1,301,366	65.000
2057	83,093,343	15.000	1,246,400	74,784	(19,818)	1,301,366	65.000
2058	84,755,210	15.000	1,271,328	76,280	(20,214)	1,327,394	65.000
2059	84,755,210	15.000	1,271,328	76,280	(20,214)	1,327,394	65.000
2060	86,450,314	15.000	1,296,755	77,805	(20,618)	1,353,942	65.000
2061	86,450,314	15.000	1,296,755	77,805	(20,618)	1,353,942	65.000
2062	88,179,320	15.000	1,322,690	79,361	(21,031)	1,381,020	65.000
2063	88,179,320	15.000	1,322,690	79,361	(21,031)	1,381,020	65.000
Total			41,362,213	2,481,733	(657,659)	43,186,286	

SOURCES AND USES OF FUNDS

WILDHORSE METROPOLITAN DISTRICT Nos. 1 - 5
PUEBLO COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2023
50.000 (target) Mills + 1.50% PIF Revenues
Non-Rated, 120x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)
~~~~

Dated Date	12/01/2023
Delivery Date	12/01/2023

Sources:	
Bond Proceeds:	
Par Amount	70,120,000.00
	70,120,000.00

Uses:	
Project Fund Deposits:	
Project Fund	54,195,350.00
Other Fund Deposits:	
Capitalized Interest Fund	8,765,000.00
Debt Service Reserve Fund	5,507,250.00
	14,272,250.00
Cost of Issuance:	
Other Cost of Issuance	250,000.00
Delivery Date Expenses:	
Underwriter's Discount	1,402,400.00
	70,120,000.00

BOND SUMMARY STATISTICS

WILDHORSE METROPOLITAN DISTRICT Nos. 1 - 5
PUEBLO COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2023
50.000 (target) Mills + 1.50% PIF Revenues
Non-Rated, 120x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)
~~~~

Dated Date	12/01/2023
Delivery Date	12/01/2023
First Coupon	06/01/2024
Last Maturity	12/01/2053
Arbitrage Yield	5.000000%
True Interest Cost (TIC)	5.158761%
Net Interest Cost (NIC)	5.000000%
All-In TIC	5.187564%
Average Coupon	5.000000%
Average Life (years)	21.923
Weighted Average Maturity (years)	21.923
Duration of Issue (years)	12.992
Par Amount	70,120,000.00
Bond Proceeds	70,120,000.00
Total Interest	76,860,500.00
Net Interest	78,262,900.00
Bond Years from Dated Date	1,537,210,000.00
Bond Years from Delivery Date	1,537,210,000.00
Total Debt Service	146,980,500.00
Maximum Annual Debt Service	11,025,000.00
Average Annual Debt Service	4,899,350.00
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2053	70,120,000.00	100.000	5.000%	21.923	11/02/2045	108,686.00
	70,120,000.00			21.923		108,686.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	70,120,000.00	70,120,000.00	70,120,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-1,402,400.00	-1,402,400.00	
- Cost of Issuance Expense		-250,000.00	
- Other Amounts			
Target Value	68,717,600.00	68,467,600.00	70,120,000.00
Target Date	12/01/2023	12/01/2023	12/01/2023
Yield	5.158761%	5.187564%	5.000000%

BOND DEBT SERVICE

WILDHORSE METROPOLITAN DISTRICT Nos. 1 - 5
PUEBLO COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2023
50.000 (target) Mills + 1.50% PIF Revenues
Non-Rated, 120x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)

~~~~

Dated Date	12/01/2023
Delivery Date	12/01/2023

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2024			1,753,000	1,753,000	
12/01/2024			1,753,000	1,753,000	3,506,000
06/01/2025			1,753,000	1,753,000	
12/01/2025			1,753,000	1,753,000	3,506,000
06/01/2026			1,753,000	1,753,000	
12/01/2026			1,753,000	1,753,000	3,506,000
06/01/2027			1,753,000	1,753,000	
12/01/2027	125,000	5.000%	1,753,000	1,878,000	3,631,000
06/01/2028			1,749,875	1,749,875	
12/01/2028	595,000	5.000%	1,749,875	2,344,875	4,094,750
06/01/2029			1,735,000	1,735,000	
12/01/2029	880,000	5.000%	1,735,000	2,615,000	4,350,000
06/01/2030			1,713,000	1,713,000	
12/01/2030	1,000,000	5.000%	1,713,000	2,713,000	4,426,000
06/01/2031			1,688,000	1,688,000	
12/01/2031	1,060,000	5.000%	1,688,000	2,748,000	4,436,000
06/01/2032			1,661,500	1,661,500	
12/01/2032	1,190,000	5.000%	1,661,500	2,851,500	4,513,000
06/01/2033			1,631,750	1,631,750	
12/01/2033	1,260,000	5.000%	1,631,750	2,891,750	4,523,500
06/01/2034			1,600,250	1,600,250	
12/01/2034	1,405,000	5.000%	1,600,250	3,005,250	4,605,500
06/01/2035			1,565,125	1,565,125	
12/01/2035	1,485,000	5.000%	1,565,125	3,050,125	4,615,250
06/01/2036			1,528,000	1,528,000	
12/01/2036	1,640,000	5.000%	1,528,000	3,168,000	4,696,000
06/01/2037			1,487,000	1,487,000	
12/01/2037	1,735,000	5.000%	1,487,000	3,222,000	4,709,000
06/01/2038			1,443,625	1,443,625	
12/01/2038	1,905,000	5.000%	1,443,625	3,348,625	4,792,250
06/01/2039			1,396,000	1,396,000	
12/01/2039	2,010,000	5.000%	1,396,000	3,406,000	4,802,000
06/01/2040			1,345,750	1,345,750	
12/01/2040	2,195,000	5.000%	1,345,750	3,540,750	4,886,500
06/01/2041			1,290,875	1,290,875	
12/01/2041	2,315,000	5.000%	1,290,875	3,605,875	4,896,750
06/01/2042			1,233,000	1,233,000	
12/01/2042	2,520,000	5.000%	1,233,000	3,753,000	4,986,000
06/01/2043			1,170,000	1,170,000	
12/01/2043	2,655,000	5.000%	1,170,000	3,825,000	4,995,000
06/01/2044			1,103,625	1,103,625	
12/01/2044	2,880,000	5.000%	1,103,625	3,983,625	5,087,250
06/01/2045			1,031,625	1,031,625	
12/01/2045	3,035,000	5.000%	1,031,625	4,066,625	5,098,250
06/01/2046			955,750	955,750	
12/01/2046	3,275,000	5.000%	955,750	4,230,750	5,186,500
06/01/2047			873,875	873,875	
12/01/2047	3,450,000	5.000%	873,875	4,323,875	5,197,750
06/01/2048			787,625	787,625	
12/01/2048	3,715,000	5.000%	787,625	4,502,625	5,290,250
06/01/2049			694,750	694,750	
12/01/2049	3,915,000	5.000%	694,750	4,609,750	5,304,500
06/01/2050			596,875	596,875	
12/01/2050	4,205,000	5.000%	596,875	4,801,875	5,398,750
06/01/2051			491,750	491,750	
12/01/2051	4,425,000	5.000%	491,750	4,916,750	5,408,500
06/01/2052			381,125	381,125	
12/01/2052	4,745,000	5.000%	381,125	5,126,125	5,507,250
06/01/2053			262,500	262,500	
12/01/2053	10,500,000	5.000%	262,500	10,762,500	11,025,000
	70,120,000		76,860,500	146,980,500	146,980,500
~~~~

NET DEBT SERVICE

WILDHORSE METROPOLITAN DISTRICT Nos. 1 - 5
PUEBLO COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2023
50.000 (target) Mills + 1.50% PIF Revenues
Non-Rated, 120x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)
~~~~

Period Ending	Principal	Interest	Total Debt Service	Debt Service Reserve Fund	Capitalized Interest Fund	Net Debt Service
12/01/2024		3,506,000	3,506,000		3,506,000	
12/01/2025		3,506,000	3,506,000		3,506,000	
12/01/2026		3,506,000	3,506,000		1,753,000	1,753,000
12/01/2027	125,000	3,506,000	3,631,000			3,631,000
12/01/2028	595,000	3,499,750	4,094,750			4,094,750
12/01/2029	880,000	3,470,000	4,350,000			4,350,000
12/01/2030	1,000,000	3,426,000	4,426,000			4,426,000
12/01/2031	1,060,000	3,376,000	4,436,000			4,436,000
12/01/2032	1,190,000	3,323,000	4,513,000			4,513,000
12/01/2033	1,260,000	3,263,500	4,523,500			4,523,500
12/01/2034	1,405,000	3,200,500	4,605,500			4,605,500
12/01/2035	1,485,000	3,130,250	4,615,250			4,615,250
12/01/2036	1,640,000	3,056,000	4,696,000			4,696,000
12/01/2037	1,735,000	2,974,000	4,709,000			4,709,000
12/01/2038	1,905,000	2,887,250	4,792,250			4,792,250
12/01/2039	2,010,000	2,792,000	4,802,000			4,802,000
12/01/2040	2,195,000	2,691,500	4,886,500			4,886,500
12/01/2041	2,315,000	2,581,750	4,896,750			4,896,750
12/01/2042	2,520,000	2,466,000	4,986,000			4,986,000
12/01/2043	2,655,000	2,340,000	4,995,000			4,995,000
12/01/2044	2,880,000	2,207,250	5,087,250			5,087,250
12/01/2045	3,035,000	2,063,250	5,098,250			5,098,250
12/01/2046	3,275,000	1,911,500	5,186,500			5,186,500
12/01/2047	3,450,000	1,747,750	5,197,750			5,197,750
12/01/2048	3,715,000	1,575,250	5,290,250			5,290,250
12/01/2049	3,915,000	1,389,500	5,304,500			5,304,500
12/01/2050	4,205,000	1,193,750	5,398,750			5,398,750
12/01/2051	4,425,000	983,500	5,408,500			5,408,500
12/01/2052	4,745,000	762,250	5,507,250			5,507,250
12/01/2053	10,500,000	525,000	11,025,000	5,507,250		5,517,750
	70,120,000	76,860,500	146,980,500	5,507,250	8,765,000	132,708,250

BOND SOLUTION

WILDHORSE METROPOLITAN DISTRICT Nos. 1 - 5
PUEBLO COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2023
50.000 (target) Mills + 1.50% PIF Revenues
Non-Rated, 120x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)
~~~~

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Service Coverage
12/01/2024		3,506,000	-3,506,000		210,062	210,062	
12/01/2025		3,506,000	-3,506,000		690,621	690,621	
12/01/2026		3,506,000	-1,753,000	1,753,000	1,676,036	-76,964	95.61%
12/01/2027	125,000	3,631,000		3,631,000	3,635,544	4,544	100.13%
12/01/2028	595,000	4,094,750		4,094,750	4,095,165	415	100.01%
12/01/2029	880,000	4,350,000		4,350,000	4,351,604	1,604	100.04%
12/01/2030	1,000,000	4,426,000		4,426,000	4,428,064	2,064	100.05%
12/01/2031	1,060,000	4,436,000		4,436,000	4,438,823	2,823	100.06%
12/01/2032	1,190,000	4,513,000		4,513,000	4,516,813	3,813	100.08%
12/01/2033	1,260,000	4,523,500		4,523,500	4,527,788	4,288	100.09%
12/01/2034	1,405,000	4,605,500		4,605,500	4,607,339	1,839	100.04%
12/01/2035	1,485,000	4,615,250		4,615,250	4,618,534	3,284	100.07%
12/01/2036	1,640,000	4,696,000		4,696,000	4,699,678	3,678	100.08%
12/01/2037	1,735,000	4,709,000		4,709,000	4,711,098	2,098	100.04%
12/01/2038	1,905,000	4,792,250		4,792,250	4,793,866	1,616	100.03%
12/01/2039	2,010,000	4,802,000		4,802,000	4,805,515	3,515	100.07%
12/01/2040	2,195,000	4,886,500		4,886,500	4,889,939	3,439	100.07%
12/01/2041	2,315,000	4,896,750		4,896,750	4,901,823	5,073	100.10%
12/01/2042	2,520,000	4,986,000		4,986,000	4,987,937	1,937	100.04%
12/01/2043	2,655,000	4,995,000		4,995,000	5,000,060	5,060	100.10%
12/01/2044	2,880,000	5,087,250		5,087,250	5,087,897	647	100.01%
12/01/2045	3,035,000	5,098,250		5,098,250	5,100,264	2,014	100.04%
12/01/2046	3,275,000	5,186,500		5,186,500	5,189,859	3,359	100.06%
12/01/2047	3,450,000	5,197,750		5,197,750	5,202,474	4,724	100.09%
12/01/2048	3,715,000	5,290,250		5,290,250	5,293,862	3,612	100.07%
12/01/2049	3,915,000	5,304,500		5,304,500	5,306,731	2,231	100.04%
12/01/2050	4,205,000	5,398,750		5,398,750	5,399,948	1,198	100.02%
12/01/2051	4,425,000	5,408,500		5,408,500	5,413,075	4,575	100.08%
12/01/2052	4,745,000	5,507,250		5,507,250	5,508,158	908	100.02%
12/01/2053	10,500,000	11,025,000	-5,507,250	5,517,750	5,521,549	3,799	100.07%
	70,120,000	146,980,500	-14,272,250	132,708,250	133,610,127	901,877	

SOURCES AND USES OF FUNDS

WILDHORSE METROPOLITAN DISTRICT Nos. 1 - 5
PUEBLO COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2033
Pay & Cancel Refunding of (proposed) Series 2023 + New Money
50.000 (target) Mills + 1.50% PIF Revenues
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)
~~~~

Dated Date	12/01/2033
Delivery Date	12/01/2033

Sources:	
Bond Proceeds:	
Par Amount	89,350,000.00
Other Sources of Funds:	
Funds on Hand*	835,000.00
Series 2023 - DSRF	5,507,250.00
	6,342,250.00
	95,692,250.00

Uses:	
Project Fund Deposits:	
Project Fund	31,035,500.00
Refunding Escrow Deposits:	
Cash Deposit*	64,010,000.00
Cost of Issuance:	
Other Cost of Issuance	200,000.00
Delivery Date Expenses:	
Underwriter's Discount	446,750.00
	95,692,250.00

[*] Estimated balances, (tbd).

BOND SUMMARY STATISTICS

WILDHORSE METROPOLITAN DISTRICT Nos. 1 - 5
PUEBLO COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2033
Pay & Cancel Refunding of (proposed) Series 2023 + New Money
50.000 (target) Mills + 1.50% PIF Revenues
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)
~~~~

Dated Date	12/01/2033
Delivery Date	12/01/2033
First Coupon	06/01/2034
Last Maturity	12/01/2063
Arbitrage Yield	4.000000%
True Interest Cost (TIC)	4.038909%
Net Interest Cost (NIC)	4.000000%
All-In TIC	4.056420%
Average Coupon	4.000000%
Average Life (years)	19.633
Weighted Average Maturity (years)	19.633
Duration of Issue (years)	13.128
Par Amount	89,350,000.00
Bond Proceeds	89,350,000.00
Total Interest	70,168,000.00
Net Interest	70,614,750.00
Bond Years from Dated Date	1,754,200,000.00
Bond Years from Delivery Date	1,754,200,000.00
Total Debt Service	159,518,000.00
Maximum Annual Debt Service	6,094,400.00
Average Annual Debt Service	5,317,266.67
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	99.500000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2063	89,350,000.00	100.000	4.000%	19.633	07/19/2053	155,469.00
	89,350,000.00			19.633		155,469.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	89,350,000.00	89,350,000.00	89,350,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-446,750.00	-446,750.00	
- Cost of Issuance Expense		-200,000.00	
- Other Amounts			
Target Value	88,903,250.00	88,703,250.00	89,350,000.00
Target Date	12/01/2033	12/01/2033	12/01/2033
Yield	4.038909%	4.056420%	4.000000%

BOND DEBT SERVICE

WILDHORSE METROPOLITAN DISTRICT Nos. 1 - 5
PUEBLO COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2033
Pay & Cancel Refunding of (proposed) Series 2023 + New Money
50.000 (target) Mills + 1.50% PIF Revenues
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)

~~~~

Dated Date	12/01/2033
Delivery Date	12/01/2033

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2034			1,787,000	1,787,000	
12/01/2034	1,030,000	4.000%	1,787,000	2,817,000	4,604,000
06/01/2035			1,766,400	1,766,400	
12/01/2035	1,085,000	4.000%	1,766,400	2,851,400	4,617,800
06/01/2036			1,744,700	1,744,700	
12/01/2036	1,210,000	4.000%	1,744,700	2,954,700	4,699,400
06/01/2037			1,720,500	1,720,500	
12/01/2037	1,265,000	4.000%	1,720,500	2,985,500	4,706,000
06/01/2038			1,695,200	1,695,200	
12/01/2038	1,400,000	4.000%	1,695,200	3,095,200	4,790,400
06/01/2039			1,667,200	1,667,200	
12/01/2039	1,470,000	4.000%	1,667,200	3,137,200	4,804,400
06/01/2040			1,637,800	1,637,800	
12/01/2040	1,610,000	4.000%	1,637,800	3,247,800	4,885,600
06/01/2041			1,605,600	1,605,600	
12/01/2041	1,690,000	4.000%	1,605,600	3,295,600	4,901,200
06/01/2042			1,571,800	1,571,800	
12/01/2042	1,840,000	4.000%	1,571,800	3,411,800	4,983,600
06/01/2043			1,535,000	1,535,000	
12/01/2043	1,925,000	4.000%	1,535,000	3,460,000	4,995,000
06/01/2044			1,496,500	1,496,500	
12/01/2044	2,090,000	4.000%	1,496,500	3,586,500	5,083,000
06/01/2045			1,454,700	1,454,700	
12/01/2045	2,190,000	4.000%	1,454,700	3,644,700	5,099,400
06/01/2046			1,410,900	1,410,900	
12/01/2046	2,365,000	4.000%	1,410,900	3,775,900	5,186,800
06/01/2047			1,363,600	1,363,600	
12/01/2047	2,475,000	4.000%	1,363,600	3,838,600	5,202,200
06/01/2048			1,314,100	1,314,100	
12/01/2048	2,665,000	4.000%	1,314,100	3,979,100	5,293,200
06/01/2049			1,260,800	1,260,800	
12/01/2049	2,785,000	4.000%	1,260,800	4,045,800	5,306,600
06/01/2050			1,205,100	1,205,100	
12/01/2050	2,985,000	4.000%	1,205,100	4,190,100	5,395,200
06/01/2051			1,145,400	1,145,400	
12/01/2051	3,120,000	4.000%	1,145,400	4,265,400	5,410,800
06/01/2052			1,083,000	1,083,000	
12/01/2052	3,340,000	4.000%	1,083,000	4,423,000	5,506,000
06/01/2053			1,016,200	1,016,200	
12/01/2053	3,485,000	4.000%	1,016,200	4,501,200	5,517,400
06/01/2054			946,500	946,500	
12/01/2054	3,725,000	4.000%	946,500	4,671,500	5,618,000
06/01/2055			872,000	872,000	
12/01/2055	3,885,000	4.000%	872,000	4,757,000	5,629,000
06/01/2056			794,300	794,300	
12/01/2056	4,140,000	4.000%	794,300	4,934,300	5,728,600
06/01/2057			711,500	711,500	
12/01/2057	4,320,000	4.000%	711,500	5,031,500	5,743,000
06/01/2058			625,100	625,100	
12/01/2058	4,595,000	4.000%	625,100	5,220,100	5,845,200
06/01/2059			533,200	533,200	
12/01/2059	4,790,000	4.000%	533,200	5,323,200	5,856,400
06/01/2060			437,400	437,400	
12/01/2060	5,085,000	4.000%	437,400	5,522,400	5,959,800
06/01/2061			335,700	335,700	
12/01/2061	5,305,000	4.000%	335,700	5,640,700	5,976,400
06/01/2062			229,600	229,600	
12/01/2062	5,620,000	4.000%	229,600	5,849,600	6,079,200
06/01/2063			117,200	117,200	
12/01/2063	5,860,000	4.000%	117,200	5,977,200	6,094,400
	89,350,000		70,168,000	159,518,000	159,518,000
~~~~

NET DEBT SERVICE

WILDHORSE METROPOLITAN DISTRICT Nos. 1 - 5
PUEBLO COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2033
Pay & Cancel Refunding of (proposed) Series 2023 + New Money
50.000 (target) Mills + 1.50% PIF Revenues
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)
~~~~

Period Ending	Principal	Interest	Total Debt Service	Net Debt Service
12/01/2034	1,030,000	3,574,000	4,604,000	4,604,000
12/01/2035	1,085,000	3,532,800	4,617,800	4,617,800
12/01/2036	1,210,000	3,489,400	4,699,400	4,699,400
12/01/2037	1,265,000	3,441,000	4,706,000	4,706,000
12/01/2038	1,400,000	3,390,400	4,790,400	4,790,400
12/01/2039	1,470,000	3,334,400	4,804,400	4,804,400
12/01/2040	1,610,000	3,275,600	4,885,600	4,885,600
12/01/2041	1,690,000	3,211,200	4,901,200	4,901,200
12/01/2042	1,840,000	3,143,600	4,983,600	4,983,600
12/01/2043	1,925,000	3,070,000	4,995,000	4,995,000
12/01/2044	2,090,000	2,993,000	5,083,000	5,083,000
12/01/2045	2,190,000	2,909,400	5,099,400	5,099,400
12/01/2046	2,365,000	2,821,800	5,186,800	5,186,800
12/01/2047	2,475,000	2,727,200	5,202,200	5,202,200
12/01/2048	2,665,000	2,628,200	5,293,200	5,293,200
12/01/2049	2,785,000	2,521,600	5,306,600	5,306,600
12/01/2050	2,985,000	2,410,200	5,395,200	5,395,200
12/01/2051	3,120,000	2,290,800	5,410,800	5,410,800
12/01/2052	3,340,000	2,166,000	5,506,000	5,506,000
12/01/2053	3,485,000	2,032,400	5,517,400	5,517,400
12/01/2054	3,725,000	1,893,000	5,618,000	5,618,000
12/01/2055	3,885,000	1,744,000	5,629,000	5,629,000
12/01/2056	4,140,000	1,588,600	5,728,600	5,728,600
12/01/2057	4,320,000	1,423,000	5,743,000	5,743,000
12/01/2058	4,595,000	1,250,200	5,845,200	5,845,200
12/01/2059	4,790,000	1,066,400	5,856,400	5,856,400
12/01/2060	5,085,000	874,800	5,959,800	5,959,800
12/01/2061	5,305,000	671,400	5,976,400	5,976,400
12/01/2062	5,620,000	459,200	6,079,200	6,079,200
12/01/2063	5,860,000	234,400	6,094,400	6,094,400
	89,350,000	70,168,000	159,518,000	159,518,000

SUMMARY OF BONDS REFUNDED

WILDHORSE METROPOLITAN DISTRICT Nos. 1 - 5
PUEBLO COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2033
Pay & Cancel Refunding of (proposed) Series 2023 + New Money
50.000 (target) Mills + 1.50% PIF Revenues
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)
~~~~

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
2/1/22: Ser 23 NR SP, 5.00%, 100x, 50mls+1.50%PIF, 10mls O&M, FG+2% BiRe:					
TERM53	12/01/2034	5.000%	1,405,000	12/01/2033	100.000
	12/01/2035	5.000%	1,485,000	12/01/2033	100.000
	12/01/2036	5.000%	1,640,000	12/01/2033	100.000
	12/01/2037	5.000%	1,735,000	12/01/2033	100.000
	12/01/2038	5.000%	1,905,000	12/01/2033	100.000
	12/01/2039	5.000%	2,010,000	12/01/2033	100.000
	12/01/2040	5.000%	2,195,000	12/01/2033	100.000
	12/01/2041	5.000%	2,315,000	12/01/2033	100.000
	12/01/2042	5.000%	2,520,000	12/01/2033	100.000
	12/01/2043	5.000%	2,655,000	12/01/2033	100.000
	12/01/2044	5.000%	2,880,000	12/01/2033	100.000
	12/01/2045	5.000%	3,035,000	12/01/2033	100.000
	12/01/2046	5.000%	3,275,000	12/01/2033	100.000
	12/01/2047	5.000%	3,450,000	12/01/2033	100.000
	12/01/2048	5.000%	3,715,000	12/01/2033	100.000
	12/01/2049	5.000%	3,915,000	12/01/2033	100.000
	12/01/2050	5.000%	4,205,000	12/01/2033	100.000
	12/01/2051	5.000%	4,425,000	12/01/2033	100.000
	12/01/2052	5.000%	4,745,000	12/01/2033	100.000
	12/01/2053	5.000%	10,500,000	12/01/2033	100.000
			64,010,000		

ESCROW REQUIREMENTS

WILDHORSE METROPOLITAN DISTRICT Nos. 1 - 5
PUEBLO COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2033
Pay & Cancel Refunding of (proposed) Series 2023 + New Money
50.000 (target) Mills + 1.50% PIF Revenues
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)
~~~~

Dated Date	12/01/2033
Delivery Date	12/01/2033

2/1/22: Ser 23 NR SP, 5.00%, 100x, 50mls+1.50%PIF, 10mls O&M, FG+2% BiRe

Period Ending	Principal Redeemed	Total
12/01/2033	64,010,000	64,010,000.00
	64,010,000	64,010,000.00

PRIOR BOND DEBT SERVICE

WILDHORSE METROPOLITAN DISTRICT Nos. 1 - 5
PUEBLO COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2033
Pay & Cancel Refunding of (proposed) Series 2023 + New Money
50.000 (target) Mills + 1.50% PIF Revenues
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)
~~~~

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2034			1,600,250	1,600,250	
12/01/2034	1,405,000	5.000%	1,600,250	3,005,250	4,605,500
06/01/2035			1,565,125	1,565,125	
12/01/2035	1,485,000	5.000%	1,565,125	3,050,125	4,615,250
06/01/2036			1,528,000	1,528,000	
12/01/2036	1,640,000	5.000%	1,528,000	3,168,000	4,696,000
06/01/2037			1,487,000	1,487,000	
12/01/2037	1,735,000	5.000%	1,487,000	3,222,000	4,709,000
06/01/2038			1,443,625	1,443,625	
12/01/2038	1,905,000	5.000%	1,443,625	3,348,625	4,792,250
06/01/2039			1,396,000	1,396,000	
12/01/2039	2,010,000	5.000%	1,396,000	3,406,000	4,802,000
06/01/2040			1,345,750	1,345,750	
12/01/2040	2,195,000	5.000%	1,345,750	3,540,750	4,886,500
06/01/2041			1,290,875	1,290,875	
12/01/2041	2,315,000	5.000%	1,290,875	3,605,875	4,896,750
06/01/2042			1,233,000	1,233,000	
12/01/2042	2,520,000	5.000%	1,233,000	3,753,000	4,986,000
06/01/2043			1,170,000	1,170,000	
12/01/2043	2,655,000	5.000%	1,170,000	3,825,000	4,995,000
06/01/2044			1,103,625	1,103,625	
12/01/2044	2,880,000	5.000%	1,103,625	3,983,625	5,087,250
06/01/2045			1,031,625	1,031,625	
12/01/2045	3,035,000	5.000%	1,031,625	4,066,625	5,098,250
06/01/2046			955,750	955,750	
12/01/2046	3,275,000	5.000%	955,750	4,230,750	5,186,500
06/01/2047			873,875	873,875	
12/01/2047	3,450,000	5.000%	873,875	4,323,875	5,197,750
06/01/2048			787,625	787,625	
12/01/2048	3,715,000	5.000%	787,625	4,502,625	5,290,250
06/01/2049			694,750	694,750	
12/01/2049	3,915,000	5.000%	694,750	4,609,750	5,304,500
06/01/2050			596,875	596,875	
12/01/2050	4,205,000	5.000%	596,875	4,801,875	5,398,750
06/01/2051			491,750	491,750	
12/01/2051	4,425,000	5.000%	491,750	4,916,750	5,408,500
06/01/2052			381,125	381,125	
12/01/2052	4,745,000	5.000%	381,125	5,126,125	5,507,250
06/01/2053			262,500	262,500	
12/01/2053	10,500,000	5.000%	262,500	10,762,500	11,025,000
	64,010,000		42,478,250	106,488,250	106,488,250

BOND SOLUTION

WILDHORSE METROPOLITAN DISTRICT Nos. 1 - 5
PUEBLO COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2033
Pay & Cancel Refunding of (proposed) Series 2023 + New Money
50.000 (target) Mills + 1.50% PIF Revenues
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)
~~~~

Period Ending	Proposed Principal	Proposed Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Service Coverage
12/01/2034	1,030,000	4,604,000	4,604,000	4,607,339	3,339	100.07%
12/01/2035	1,085,000	4,617,800	4,617,800	4,618,534	734	100.02%
12/01/2036	1,210,000	4,699,400	4,699,400	4,699,678	278	100.01%
12/01/2037	1,265,000	4,706,000	4,706,000	4,711,098	5,098	100.11%
12/01/2038	1,400,000	4,790,400	4,790,400	4,793,866	3,466	100.07%
12/01/2039	1,470,000	4,804,400	4,804,400	4,805,515	1,115	100.02%
12/01/2040	1,610,000	4,885,600	4,885,600	4,889,939	4,339	100.09%
12/01/2041	1,690,000	4,901,200	4,901,200	4,901,823	623	100.01%
12/01/2042	1,840,000	4,983,600	4,983,600	4,987,937	4,337	100.09%
12/01/2043	1,925,000	4,995,000	4,995,000	5,000,060	5,060	100.10%
12/01/2044	2,090,000	5,083,000	5,083,000	5,087,897	4,897	100.10%
12/01/2045	2,190,000	5,099,400	5,099,400	5,100,264	864	100.02%
12/01/2046	2,365,000	5,186,800	5,186,800	5,189,859	3,059	100.06%
12/01/2047	2,475,000	5,202,200	5,202,200	5,202,474	274	100.01%
12/01/2048	2,665,000	5,293,200	5,293,200	5,293,862	662	100.01%
12/01/2049	2,785,000	5,306,600	5,306,600	5,306,731	131	100.00%
12/01/2050	2,985,000	5,395,200	5,395,200	5,399,948	4,748	100.09%
12/01/2051	3,120,000	5,410,800	5,410,800	5,413,075	2,275	100.04%
12/01/2052	3,340,000	5,506,000	5,506,000	5,508,158	2,158	100.04%
12/01/2053	3,485,000	5,517,400	5,517,400	5,521,549	4,149	100.08%
12/01/2054	3,725,000	5,618,000	5,618,000	5,618,535	535	100.01%
12/01/2055	3,885,000	5,629,000	5,629,000	5,632,196	3,196	100.06%
12/01/2056	4,140,000	5,728,600	5,728,600	5,731,122	2,522	100.04%
12/01/2057	4,320,000	5,743,000	5,743,000	5,745,057	2,057	100.04%
12/01/2058	4,595,000	5,845,200	5,845,200	5,845,964	764	100.01%
12/01/2059	4,790,000	5,856,400	5,856,400	5,860,179	3,779	100.06%
12/01/2060	5,085,000	5,959,800	5,959,800	5,963,106	3,306	100.06%
12/01/2061	5,305,000	5,976,400	5,976,400	5,977,606	1,206	100.02%
12/01/2062	5,620,000	6,079,200	6,079,200	6,082,593	3,393	100.06%
12/01/2063	5,860,000	6,094,400	6,094,400	6,097,385	2,985	100.05%
	89,350,000	159,518,000	159,518,000	159,593,350	75,350	

EXHIBIT H

Intergovernmental District Facilities Construction and Service Agreement

INTERGOVERNMENTAL DISTRICT FACILITIES CONSTRUCTION AND SERVICE AGREEMENT

THIS INTERGOVERNMENTAL DISTRICT FACILITIES CONSTRUCTION AND SERVICE AGREEMENT (the "Agreement") is made and entered into the ____ day of _____, 2022, by and between WILDHORSE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the "Operating District"); and WILDHORSE METROPOLITAN DISTRICT NOS. 2-5, quasi-municipal corporations and political subdivisions of the State of Colorado (collectively, the "Financing Districts"). The Operating District and the Financing Districts are referred to herein as the "Parties" or as the "Districts."

RECITALS

WHEREAS, the Districts are duly organized and existing under and pursuant to the constitution, laws of the State of Colorado, and the Service Plan for the Districts, which the City Council of the City of Colorado Springs approved through Resolution No. 99-21 on July 27, 2021 ("Service Plan"); and

WHEREAS, the Districts were created for the purpose of providing certain public improvements and services to and for the benefit of the properties within and without the Districts in accordance with Title 32, Article 1, C.R.S. (the "Special District Act"), and pursuant to the Service Plan; and

WHEREAS, the Districts are empowered by Section 32-1-1101, C.R.S., to issue bonds for the public purposes of the Districts; and

WHEREAS, pursuant to Article XIV, Section 18(2)(a) of the Colorado Constitution, and Section 29-1-201, *et seq.*, C.R.S., the Districts may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each District, including financing, constructing, operating, and maintaining public improvements ("Public Improvements"), and any such contract may provide for the sharing of costs, the imposition and collection of taxes, and the incurring of debt; and

WHEREAS, the Districts may, in an ongoing effort to provide for the financing, construction and operations of the Public Improvements, agree among themselves to alter, from time to time, their respective roles, responsibilities and obligations in order to most efficiently and effectively provide the public improvements and services contemplated under the Service Plan; and

WHEREAS, the Boards of Directors of the Districts have determined that it is in the best interests of the Districts and the taxpayers and residents thereof for the Operating District to construct the Public Improvements benefitting the Districts and for the Financing Districts to contribute to the costs related to the construction of the Public Improvements in accordance with the terms of this Agreement; and

WHEREAS, the Boards of Directors of the Districts have determined that it is in the best interests of the Districts and the taxpayers and residents thereof for one, a combination, or all of the Districts to incur indebtedness in the form of the issuance of bonds pursuant to which one, a combination, or all of the Districts will issue general obligation bonds ("Bonds") for the purpose of funding the Public Improvements for the Districts subject to the conditions set forth in the Bonds and related documents (together "Bond Documents"); and

WHEREAS, the Districts agree that the Operating District will own (subject to discretionary or mandatory transfer to other governmental entities), operate, and maintain the Public Improvements on behalf of the Districts;

WHEREAS, in order to provide funding for the Public Improvements and certain administrative, operation, and maintenance costs of the Districts, the Districts agree to impose and collect a debt service mill levy and an operations and maintenance mill levy within their respective boundaries; and

WHEREAS, the Financing Districts agree to pledge the revenues from their debt service and operations and maintenance mill levies to the Operating District or to the repayment of the Operating District's obligations pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Districts hereby agree as follows:

AGREEMENT

1. **Purpose and Scope of Agreement**. The purpose of this Agreement is to set forth the rights and obligations of the Districts to fund the Public Improvements and thereafter the continued operation and maintenance of Public Improvements, in addition to the rights and obligations of the Operating District to operate and maintain the Public Improvements on behalf of the Districts. The Districts acknowledge and agree that the Public Improvements to be designed and constructed by the Operating District will benefit all property owners and residents within the Districts. It is agreed by the Districts that the Districts shall use their best efforts to fund the Public Improvements, however, in accordance with the Service Plan, the Districts will not be required to issue any debt which exceeds the ability of the Districts to service such debt from debt service revenues generated by the imposition of the maximum debt mill levy, as that term is defined in the Service Plan, subject to the adjustment of the maximum debt mill levy, as provided for therein. The Districts will also not be required to issue any debt in excess of the applicable voted debt authority of the Districts.

2. **Funding of Public Improvements.** The Districts hereby agree that, to the extent the Districts determine it is financially feasible to do so, the Districts shall fund the repayment of the Bonds pursuant to the terms of the Bond Documents, which may include revenue from the imposition of fees, charges, and ad valorem property taxes.

3. **Construction of Public Improvements**. The Operating District will, on behalf of the Districts, contract for and supervise the construction or acquisition of the Public Improvements. All construction and acquisitions shall be subject to good faith efforts of the Operating District to obtain all necessary governmental approvals. The Operating District shall exercise its best efforts to comply with Colorado law and other applicable rules, laws, regulations and orders in its contractual undertakings concerning the construction of the Public Improvements.

4. **Ownership and Operation of Public Improvements**. It is acknowledged that all Public Improvements will either be dedicated to the City of Colorado Springs or other governmental entity, or will be owned and operated by the Operating District (the "District-Owned Improvements"). With respect to the District-Owned Improvements, the Financing Districts hereby engage the Operating District, and the Operating District hereby accepts such engagement, as the "operator" of the Public Improvements, which engagement the Districts hereby agree and acknowledge is further defined and limited by the following:

a) Subject to subsection (f) hereof, the Operating District shall hold fee simple title to the District-Owned Improvements and shall operate and maintain the same solely on behalf of, and for the benefit of, the Districts and the property owners thereof. The Operating District shall not impose any fees for the use of the District-Owned Improvements by property owners of the Financing Districts, except as expressly agreed by the Financing Districts. The Operating District shall engage all contractors required to carry out all functions necessary for the operation and maintenance of the District-Owned Improvements, provided that any such engagement shall be subject to termination upon the same notice provided in subsection (f) hereof.

b) The Operating District shall operate the District-Owned Improvements in accordance with such written guidance (including operating policies and procedures, and minimum maintenance standards) as may be adopted by the Operating District after consultation with the Financing Districts. Operation of the District-Owned Improvements shall include obtaining necessary insurance for the District-Owned Improvements, in the manner determined reasonably appropriate by the Operating District and in compliance with applicable law, and providing such other specific services as may be set forth in a writing executed by the Districts. The District-Owned Improvements shall be operated and maintained in such manner as is reasonably determined from time to time by the Operating District, subject to the funding of costs of such operation and maintenance (including insurance premiums and related costs) by the Financing Districts (as more particularly provided in subsection (g) hereof). Any written document providing for a level or standard of operation or maintenance of the District-Owned Improvements executed by the Operating District and the Financing Districts shall constitute a supplement to this Agreement, shall be binding upon the Districts, and may not be amended except by written agreement executed by the Districts.

c) The Operating District shall not sell, transfer, convey or otherwise encumber any portion of the District-Owned Improvements without the prior written consent of the Financing District in the boundaries of which the District-Owned Improvements are located.

d) Prior to any dissolution of the Operating District, the Operating District shall cause all District-Owned Improvements that benefit the Financing Districts to be conveyed to or at the direction of the Financing Districts.

e) Any revenues arising from, or payable as a result of, the District-Owned Improvements, shall constitute the property of the Operating District unless a separate written agreement is entered into between the Financing Districts and the Operating District expressly regarding the disposition of such funds.

f) The Financing Districts may determine to terminate their engagement of the Operating District as operator of the District-Owned Improvements at any time upon 180 days' written notice. No later than 180 days after the receipt of any written notice of any such termination, the Operating District shall cause legal title in all District-Owned Improvements that benefit the Financing Districts to be conveyed to or at the direction of the Financing Districts, and shall cause all contracts relating to the operation and maintenance of the District-Owned Improvements that benefit the Financing Districts to be assigned to or at the direction of the Financing Districts. The Financing Districts shall pay the Operating District all costs the Operating District incurs prior to the date of termination as determined pursuant to subsection (g) hereof.

g) The obligation of the Operating District to operate and maintain the District-Owned Improvements is subject to the Financing Districts providing moneys sufficient to fund the same. The Financing Districts hereby agree that, so long as they have not terminated the engagement of the Operating District as operator of the District-Owned Improvements as provided in subsection (f) hereof, the Financing Districts shall impose ad valorem property taxes and/or fees sufficient to fund the operation and maintenance costs of the District-Owned Improvements at the levels or standards set forth in a written agreement between the Operating District and the Financing Districts, or in the event that no written agreement is in place, according to the standards established by policies, procedures or rules and regulations adopted by the Districts from time to time. The Operating District shall submit to the Financing Districts, no later than September 15, or such other date as may be agreed upon by the Districts, an estimate of the costs anticipated for operation and maintenance of the District-Owned Improvements. The Financing Districts shall, in their sole discretion, accept or modify such estimate, which acceptance or modification shall be reflected in the annual adopted budgets of the Financing Districts. The Operating District shall be obligated to provide the operation and maintenance of the District-Owned Improvement only to the extent of funding made available by the Financing Districts. Under no circumstances shall the

Operating District be obligated to fund operation and maintenance costs of the District-Owned Improvements, or to provide operating and maintenance services that are not funded by the Financing Districts.

5. **Administrative Services**. The Operating District shall perform various administrative functions for the Districts, including but not limited to preparation of annual budgets, engagement of legal counsel and other consultants, and statutory compliance measures. The Financing Districts hereby engage the Operating District, and the Operating District hereby accepts such engagement, as the "district administrator," which engagement the Districts hereby agree and acknowledge is further defined and limited by the following:

a) Subject to subsection (d) hereof, the Operating District shall perform, or cause to be performed, the following administrative services for the Districts: accounting, legal, management, insurance administration, election administration, budget and audit preparation, preparation of notices, meeting materials, district information, record keeping, financial planning, and any other services required from time to time to ensure statutory compliance of the Districts. The Operating District shall engage all contractors required to carry out all functions necessary for the provisions of such administrative services, provided that any such engagement shall be subject to termination upon the same notice provided in subsection (c) hereof.

b) The Operating District shall provide the administrative services in accordance with such written guidance (including policies, procedures and rules and regulations adopted by the Districts) as may be provided by the Metro District and agreed upon by the Operating District. Until such time as any such guidance is provided by the Financing Districts, the Operating District shall provide such administrative services in such manner as is reasonably determined from time to time by the Operating District, subject to the funding of costs thereof by the Financing Districts (as more particularly provided in subsection (d) hereof).

c) The Financing Districts may determine to terminate their engagement of the Operating District as district administrator at any time upon 180 days written notice. No later than 180 days after the receipt of any written notice of any such termination, the Operating District shall cause all contracts relating to the provision of administrative services for the Financing Districts to be assigned to or at the direction of the Financing Districts.

d) The obligation of the Operating District to provide the administrative services is subject to the Financing Districts providing moneys sufficient to fund the same. The Financing Districts hereby agree that, so long as they have not terminated the engagement of the Operating District as district administrator as provided in subsection (c) hereof, the Financing Districts shall impose ad valorem property taxes and/or fees sufficient to fund the costs of administrative services, as such costs are estimated and set forth from time to time in the annual budgets of the Financing Districts. The Operating District shall submit to the

Financing Districts, no later than September 15, or such other date as may be agreed upon by the Districts, an estimate of the costs anticipated for such administrative services. The Financing Districts shall, in their sole discretion, accept or modify such estimate, which acceptance or modification shall be reflected in the annual adopted budgets of the Financing Districts. The Operating District shall be obligated to provide the administrative services described in subsection (a) above only to the extent of funding made available by the Financing Districts. Under no circumstances shall the Operating District be obligated to fund administrative costs, or to provide administrative services that are not funded by the Financing Districts.

6. **Operating District Compensation.** The compensation for the provision of services hereunder by the Operating District shall be agreed upon by the Districts on or before the Districts' adoption of their annual budgets.

7. **Operating District Termination Rights.** The Operating District shall have the option to terminate the provisions hereof pertaining to its engagement as operator of the District-Owned Improvements and/or district administrator upon 180 days prior written notice to the Financing Districts. In addition, in the event that the Operating District and the Financing Districts cannot agree upon a budget for the provision of such services, including the Operating District's compensation for the same, the Operating District shall have the option to terminate this Agreement within 15 days of the Financing Districts' adoption of their annual budgets. Upon the termination of the portion of this Agreement pertaining to the services provided in Section 4, the Operating District shall cause legal title in all District-Owned Improvements benefitting the Financing Districts to be conveyed to or at the direction of the Financing Districts, and shall cause all contracts relating to the operation and maintenance of such District-Owned Improvements to be assigned to or at the direction of the Financing Districts.

8. **Tax Exempt Status**. By their execution hereof, the Districts covenant, promise and agree not to undertake any act or commit any omission, which would adversely affect the tax-exempt status of the interest paid on any tax-exempt bonds or loans issued by the Districts for the purpose of funding, constructing or acquiring the Public Improvements.

9. **No Unintended Third Party Beneficiaries**. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the developer and the parties hereto, any rights, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all of the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the parties shall be for the sole and exclusive benefit of the parties, except as provided in Section 4 hereof. The covenants, terms, conditions, and provisions contained herein shall inure to and be binding upon the representatives, successors, and permitted assigns of the parties hereto. This Agreement is not intended to create any third-party beneficiaries, implied trusts, or similar implied agreements, nor may the provisions hereof be enforced by any person or entity not a party hereto, including without limitation, the owners of bonds issued by the Districts.

10. **Severability**. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

11. **Amendment**. This Agreement may be amended from time to time by agreement between the parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the parties unless the same is in writing and duly executed by the parties hereto.

12. **Term**. This Agreement shall remain in full force and effect from ____, 202__ until _____, 20__, unless terminated earlier as provided herein. Upon termination of this Agreement, the Operating District shall: (i) cause legal title in all District-Owned Improvements that benefit the Financing Districts to be conveyed to or at the direction of the Financing Districts; (ii) cause all contracts relating to the operation and maintenance of the District-Owned Improvements that benefit the Financing Districts to be assigned to or at the direction of the Financing Districts; and (iii) cause all contracts relating to the provision of administrative services for the Financing Districts to be assigned to or at the direction of the Financing Districts. The Financing Districts shall pay the Operating District all costs the Operating District incurs prior to the date of termination as determined pursuant to sections 4(g) and 5(d) above.

[Signature page to follow.]

IN WITNESS WHEREOF, the Districts have executed this Agreement on the date first above written.

WILDHORSE METROPOLITAN DISTRICT NO. 1

By: _____
President

ATTEST:

_____
Secretary

WILDHORSE METROPOLITAN DISTRICT NO. 2

By: _____
President

ATTEST:

_____
Secretary

WILDHORSE METROPOLITAN DISTRICT NO. 3

By: _____
President

ATTEST:

_____
Secretary

WILDHORSE METROPOLITAN DISTRICT NO. 4

By: _____
President

ATTEST:

_____
Secretary

WILDHORSE METROPOLITAN DISTRICT NO. 5

By: _____
President

ATTEST:

_____
Secretary

EXHIBIT I

Notice of Special District Disclosure

WHEN RECORDED RETURN TO:
Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, CO 80203

Wildhorse Metropolitan District Nos. 1-5

(In the City of Pueblo, Pueblo County, Colorado)

SPECIAL DISTRICT PUBLIC DISCLOSURE

Pursuant to § 32-1-104.8 C.R.S.

Name of Districts:	Wildhorse Metropolitan District Nos. 1-5 (the "Districts")
Contact Information for Districts:	Spencer Fane LLP 1700 Lincoln Street, Suite 2000 Denver, Colorado 80203
Type of Districts	Metropolitan districts organized pursuant to C.R.S. 32-1-101 *et seq.* The Districts will provide operations and maintenance of certain public improvements within the Wildhorse development, which operations and maintenance functions may be provided through intergovernmental agreements.
Identify Districts' Improvements Financed by Proposed Bonds:	Streets and safety protection improvements On and off-site utilities, including water and wastewater improvements Storm Drainage improvements Recreational facilities and park improvements Landscaping within public right-of-way Fire protection improvements Any other improvements authorized by the Special District Act, Article 1, Title 32, C.R.S., subject to the limitations contained in the District's Service Plan.
Identify Services/Facilities Operated/Maintained by Districts:	Park and recreation related improvements, maintenance of landscaping within public right-of-way, including but not limited to street trees and streetscape improvements.

Mill Levy Cap: ***(Note: This District may or may not be certifying a mill levy at the time of your purchase. Please verify by contacting the District.)***	Maximum Debt Mill Levy = fifty (50) mills for Districts Nos. 1-5 Maximum Operating Mill Levy = No maximum – set by Board of Directors to meet annual costs The Maximum Debt Mill Levy shall be subject to a Mill Levy Adjustment. Mill Levy Adjustment means, on or after January 1, 2019, if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the Maximum Debt Mill Levy may be increased or decreased to reflect such changes, such increases and decreases to be determined by the Board of Directors of the District in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring on or after January 1, 2019, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.
Authorized Debt of the Districts per Service Plan:	$80,000,000 for each District with total combined limit for all Districts of $80,000,000.
Voter Authorized Debt per Election for each District:	$80,000,000 for Street Improvements $80,000,000 for Parks and Recreation Improvements $80,000,000 for Water Improvements $80,000,000 for Sanitation Improvements $80,000,000 for Transportation Improvements $80,000,000 for Mosquito Control $80,000,000 for Safety Protection Improvements $80,000,000 for Security Improvements $80,000,000 for Operations and Maintenance Debt $160,000,000 for Refunding $80,000,000 for District Intergovernmental Agreements as Debt $80,000,000 for Reimbursement Agreements $80,000,000 for Construction Agreements
District Boundaries:	A map of the Districts' boundaries is attached hereto as Exhibit A. Please note that the Districts' boundaries may change from time to time. Please contact the Districts for the latest information.
Sample Calculation of Debt Mill Levy Cap for a Residential Property	Assumptions: Market value is $250,000 Debt Mill levy cap is 50 mills Calculation: $250,000 x .0715 = $17,875 (Assessed Valuation) $17,875 x .050 mills = $893.75 per year in taxes owed solely to the Special District (does not include operations and maintenance mill levy)

city of PUEBLO colorado

Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Application to Approve District Service Plan

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

Contact Info

Property Owner	**Applicant**
Name: Warren Dean	Name: Warren Dean
Company Wild Horse Land and Holdings, LLC	Company: Wild Horse Land and Holdings, LLC
Address: 6 South Tejon Street, #660	Address: 6 South Tejon Street, #660
City: Colorado Springs State: CO Zip: 80903	City: Colorado Springs State: CO Zip: 80903
Phone: (719) 440-1722	Phone: (719) 440-1722
Email: warren@whd22.com	Email: warren@whd22.com
Engineer	**Surveyor**
Name: Michael Cuppy	Name: Michael Cuppy
Company: Northstar Engineering and Surveying, Inc.	Company: Northstar Engineering and Surveying, Inc.
Address: 111 E. 5th Street	Address: 111 E. 5th Street
City: Pueblo State: CO Zip: 81003	City: Pueblo State: CO Zip: 81003
Phone: (719) 544-6823 ext. 125	Phone: (719) 544-6823 ext. 125
Email: mcuppy@northstar-co.com	Email: mcuppy@orthstar-co.com

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location:
(address or general description)

Parcel No(s): 510000003 509000013 509000005

Existing Zone: A-1 | Proposed Zone (if applicable): As they get users/sales, will subdivide and zone.

PUD Name (if applicable):

Scope

Project Name: Wildhorse

Scope of work:

- ☒ New District Review
- ☐ Amendment
- ☐ Other: _____

(Continue Next Page)

(Continued from previous page)

Project Information

Provide a brief description of the proposed request:
(attach separate narrative if needed)

We request approval of the proposed Service Plan for Wildhorse Metropolitan District Nos. 1-5.

The Districts will serve a commercial, retail, and multi-family development.

What is the total acreage included in the project? 171

What is the current use of the property:

☐ Commercial ☐ Multi-family ☐ Residential ☐ Industrial ☒ Other Agricultural

Are there any other pending or recently approved Land Use applications regarding this property? ☒ Yes ☐ No

If yes, please list: Pueblo City Council approved annexation with A-1 zoning. Rezoning to occur at time of development.

Attachments

Attachment Checklist

The following list of attachments are required to accompany all applications:

- ☐ A. CD with DWF and DWG (Auto-Cad) file of all plans and drawings & a PDF of all documents submitted.
- ☐ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)
- ☐ C. Additional information as required by the **P&Z Submittal Requirements Sheet.**

Terms

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

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.
5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The City may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.

Signatures

Property Owner		
Print Name:	Wildhorse Land and Holdings LLC, by Warren Dean	
Signature:	Managing Member	Date: Feb 13, 2022
Applicant, if different from Property Owner		
Print Name:	Same	
Signature:		Date:

Office Use Only

Zoning Compliance (Completed by City Staff)	
Application received by:	Date:
Application checked for completeness by:	Date:
Case Manager:	Fee Paid:
Hearing date:	☐ Approved ☐ Denied
Case #:	☐ Approved w/conditions

GANNETT

Gannett Co., Inc.
435 E. Walnut Street
Green Bay, WI 54301

PRESORTED
FIRST CLASS

US POSTAGE PITNEY BOWES

ZIP 54313 $ 000.48[5]
02 4W
0000337066 MAR 08 2022

MAR 14 2022

SPENCER FANE LLP
1700 LINCOLN ST, SUITE 2000
DENVER, CO 80203

BRE-SMB 80203

SPENCER FANE LLP
1700 LINCOLN ST, SUITE 2000
DENVER, CO 80203

PROOF OF PUBLICATION AFFIDAVIT

THE PUEBLO CHIEFTAIN

STATE OF COLORADO

County of Pueblo

I, V. Felty, do solemnly swear that I am an employee of THE PUEBLO CHIEFTAIN; that the same is a daily newspaper printed in the County of Pueblo, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Pueblo for a period of 365 days a year next prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States Mail as a second class matter under the provisions of the act of March 3rd, 1987, or any amendment thereof duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado of which is attached a true copy from said newspaper and was published is issues dated:

PUBLISHED: March 06, 2022

In witness whereof, I have hereunto set my hand this 6th day of March, 2022

Legal Clerk

Subscribed and sworn to before me, a Notary Public in and for the County of Brown, State of Wisconsin

Notary Public

6/28/2025

My commission expires

AMY KOKOTT
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING ON CONSOLIDATED SERVICE PLAN

IN RE THE ORGANIZATION OF WILDHORSE METROPOLITAN DISTRICT NOS 1 - 5, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

PUBLIC NOTICE IS HEREBY GIVEN that there was filed with the City Clerk of the City of Pueblo, CO, a consolidated service plan and related documents (the "Service Plan") for the proposed Wildhorse Metropolitan District Nos. 1-5 (collectively, the "Districts"). The Service Plan is now on file in the Office of the City Clerk of the City of Pueblo, and is available for public inspection.

NOTICE IS FURTHER GIVEN that pursuant to Section 32-1-204, C.R.S., a public hearing on said Service Plan and related matters will be held before the City Council at 7:00 p.m. on Monday, March 28, 2022, at City Hall, 1 City Hall Place, Pueblo, Colorado.

The purpose of the public hearing shall be to consider the adequacy of the Service Plan to form a basis for adopting a Resolution approving, conditionally approving, or disapproving the Service Plan.

The Districts will consist of approximately 179 acres and will be generally located generally north of the intersection of Colorado 45 and US-50 in the City and County of Pueblo.

The Districts shall be metropolitan districts and have the power and authority to provide the public improvements as described in the Service Plan as such power and authority is described in the Special District Act and other applicable statutes, common law and the Constitution, subject to the limitations set forth in the Service Plan and any intergovernmental agreement(s) between the proposed Districts and the City of Pueblo, as any or all of the same may be amended from time to time. It is proposed that the maximum mill levy the Districts may impose for the payment of principal of and interest on Debt be fifty (50) mills. It is also proposed that the Districts be authorized to impose a mill levy to defray operations, maintenance, and administrative expenses of each District, as deemed necessary to pay for such expenditures.

NOTICE IS FURTHER GIVEN that pursuant to Section 32-1-203(3.5), C.R.S., as amended, no later than ten days prior to the public hearing on the Service Plan, any owner of real property within the proposed Wildhorse Metropolitan District Nos. 1-5 may file a petition with the City Council of the City of Pueblo ("City Council") requesting that such real property be excluded from the Districts. The City Council shall not be limited in its action with respect to the exclusion of property based upon such request. Any request for exclusion shall be acted upon before final action of the City Council concerning approval of the Service Plan.

By: */s/ Marisa Stoller*
By: Marisa Stoller, City Clerk
City of Pueblo, Colorado

PU-0000266443-01

Order Number: 0000266443

Account Number: 12598

CERTIFICATION OF MAILING AND PUBLICATION OF NOTICE OF HEARING

IN RE THE ORGANIZATION OF WILDHORSE METROPOLITAN DISTRICT, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

IT IS HEREBY CERTIFIED by the undersigned, as follows:

1. That the City Council of the City of Pueblo, in Pueblo County, Colorado did set a hearing for Monday, the 28th of March, 2022, at 7:00 p.m., or soon thereafter, at 1 City Hall Place, Pueblo, Colorado concerning the Service Plan and related documents for Wildhorse Metropolitan District Nos. 1-5 (collectively, the "Districts").

2. That, as part of said action, directions were given that a copy of the Notice of Public Hearing, attached as **Exhibit A**, be published one time in a newspaper of general circulation within the proposed Districts.

3. A copy of the Notice was published on March 6, 2022 in the *Pueblo Chieftan* as evidenced by the affidavit of publication attached hereto as **Exhibit B**.

4. A copy of the Notice indicating that the notice is on file Office of the City of Pueblo Planning and Community Development Department, 211 East D Street, Pueblo, CO 81003, was published on March 12, 2022 in the *Pueblo Chieftan* as evidenced by the affidavit of publication attached hereto as **Exhibit C**.

5. That, as part of said action, a copy of the Notice of Public Hearing was deposited in the United States first class mail on March 2, 2022, per the listing attached as **Exhibit D**, to the property owners of record within the boundaries of the District, to all taxing authorities within a 3-mile radius of the Districts; boundaries, as verified by the Pueblo County Assessor's office.

Executed this 22nd day of March, 2022.

/s/ Laura S. Heinrich
Laura S. Heinrich, Attorney
Spencer Fane LLP
1700 Lincoln Street, Suite 2000, Denver, CO 80203

EXHIBIT A
NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON CONSOLIDATED SERVICE PLAN

IN RE THE ORGANIZATION OF WILDHORSE METROPOLITAN DISTRICT NOS. 1 - 5, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

PUBLIC NOTICE IS HEREBY GIVEN that there was filed with the City Clerk of the City of Pueblo, CO, a consolidated service plan and related documents (the "Service Plan") for the proposed Wildhorse Metropolitan District Nos. 1-5 (collectively, the "Districts"). The Service Plan is now on file in the Office of the City Clerk of the City of Pueblo, and is available for public inspection.

NOTICE IS FURTHER GIVEN that pursuant to Section 32-1-204, C.R.S., a public hearing on said Service Plan and related matters will be held before the City Council at 7:00 p.m. on Monday, March 28, 2022, at City Hall, 1 City Hall Place, Pueblo, Colorado.

The purpose of the public hearing shall be to consider the adequacy of the Service Plan to form a basis for adopting a Resolution approving, conditionally approving, or disapproving the Service Plan.

The Districts will consist of approximately 179 acres and will be generally located generally north of the intersection of Colorado 45 and US-50 in the City and County of Pueblo.

The Districts shall be metropolitan districts and have the power and authority to provide the public improvements as described in the Service Plan as such power and authority is described in the Special District Act and other applicable statutes, common law and the Constitution, subject to the limitations set forth in the Service Plan and any intergovernmental agreement(s) between the proposed Districts and the City of Pueblo, as any or all of the same may be amended from time to time. It is proposed that the maximum mill levy the Districts may impose for the payment of principal of and interest on Debt be fifty (50) mills. It is also proposed that the Districts be authorized to impose a mill levy to defray operations, maintenance, and administrative expenses of each District, as deemed necessary to pay for such expenditures.

NOTICE IS FURTHER GIVEN that pursuant to Section 32-1-203(3.5), C.R.S., as amended, no later than ten days prior to the public hearing on the Service Plan, any owner of real property within the proposed Wildhorse Metropolitan District Nos. 1-5 may file a petition with the City Council of the City of Pueblo ("City Council") requesting that such real property be excluded from the Districts. The City Council shall not be limited in its action with respect to the exclusion of property based upon such request. Any request for exclusion shall be acted upon before final action of the City Council concerning approval of the Service Plan.

By: /s/ Marisa Stoller
By: Marisa Stoller, City Clerk
City of Pueblo, Colorado

EXHIBIT B
PROOF OF PUBLICATION



NOTICE OF PUBLIC HEARING ON CONSOLIDATED SERVICE PLAN

IN RE: THE ORGANIZATION OF WILDHORSE METROPOLITAN DISTRICT NOS. 1 - 5, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

PUBLIC NOTICE IS HEREBY GIVEN that there was filed with the City Clerk of the City of Pueblo, CO, a consolidated service plan and related documents (the "Service Plan") for the proposed Wildhorse Metropolitan District Nos. 1-5 (collectively, the "Districts"). The Service Plan is now on file in the Office of the City Clerk of the City of Pueblo, and is available for public inspection.

NOTICE IS FURTHER GIVEN that pursuant to Section 32-1-204, C.R.S., a public hearing on said Service Plan and related matters will be held before the City Council at 7:00 p.m. on Monday, March 28, 2022, at City Hall, 1 City Hall Place, Pueblo, Colorado.

The purpose of the public hearing shall be to consider the adequacy of the Service Plan to form a basis for adopting a Resolution approving, conditionally approving, or disapproving the Service Plan.

The Districts will consist of approximately 179 acres and will be generally located generally north of the intersection of Colorado 45 and US-50 in the City and County of Pueblo.

The Districts shall be metropolitan districts and have the power and authority to provide the public improvements as described in the Service Plan as such power and authority is described in the Special District Act and other applicable statutes, common law and the Constitution, subject to the limitations set forth in the Service Plan and any intergovernmental agreement(s) between the proposed Districts and the City of Pueblo, as any or all of the same may be amended from time to time. It is proposed that the maximum mill levy the Districts may impose for the payment of principal of and interest on Debt be fifty (50) mills. It is also proposed that the Districts be authorized to impose a mill levy to defray operations, maintenance, and administrative expenses of each District as deemed necessary to pay for such expenditures.

NOTICE IS FURTHER GIVEN that pursuant to Section 32-1-203(3.5), C.R.S., as amended, no later than ten days prior to the public hearing on the Service Plan, any owner of real property within the proposed Wildhorse Metropolitan District Nos. 1-5 may file a petition with the City Council of the City of Pueblo ("City Council") requesting that such real property be excluded from the Districts. The City Council shall not be limited in its action with respect to the exclusion of property based upon such request. Any request for exclusion shall be acted upon before final action of the City Council concerning approval of the Service Plan.

By: /s/ Marisa Stoller
By: Marisa Stoller, City Clerk
City of Pueblo, Colorado

SPENCER FANE LLP
1700 LINCOLN ST, SUITE 2000
DENVER, CO 80203

PROOF OF PUBLICATION AFFIDAVIT

THE PUEBLO CHIEFTAIN

STATE OF COLORADO

County of Pueblo

I, V. Kelly, do solemnly swear that I am an employee of THE PUEBLO CHIEFTAIN; that the same is a daily newspaper printed in the County of Pueblo, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Pueblo for a period of 365 days a year next prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States Mail as a second class matter under the provisions of the act of March 3rd, 1987, or any amendment thereof duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado of which is attached a true copy from said newspaper and was published is issues dated:

PUBLISHED: March 06, 2022

In witness whereof, I have hereunto set my hand this 6th day of March, 2022

V. Kelly

Legal Clerk

Subscribed and sworn to before me, a Notary Public in and for the County of Brown, State of Wisconsin

Amy Kokott

Notary Public

6/20/2025

My commission expires

AMY KOKOTT
Notary Public
State of Wisconsin

EXHIBIT C
PROOF OF PUBLICATION

EXHIBIT D
MAILING LIST

Taxing Entities

Pueblo County
2631 E. 4th Street
Pueblo, CO 81001

City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Pueblo West Metro District
PO Box 7005
Pueblo CO 81007

Pikes Peak Park Metropolitan District Nos. 1-5
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122

Property Owner/Petitioner

Wildhorse Land and Holdings LLC
PO BOX 64140
Colorado Springs, CO 80962

City Clerk's Office Item # M-1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 28, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Interim Director of Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $51,689.55 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIRS IN BASIN-5 VARIOUS LOCATIONS, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc. for emergency sanitary sewer point repairs in Basin-5 various locations.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

During routine inspection of sewer mains, the Wastewater Department collection crew discovered sewer mains with holes and broken pipe inverts in Basin-5 various locations. The bedding around the pipes was washed out and the pipe inverts were completely gone increasing the risk of pipe collapses and blocking the flow in the mains.

The repair work was performed under the Emergency Sanitary Sewer Point Repair multi-year contract under which three contractors were qualified via competitive bid. An estimate was prepared, and Parker Excavating Inc. was the lowest bidder and accepted the work.

The cost breakdown for the project is as follows:

Sanitary Sewer Replacement-related		
Total:	$ 43,880.43	85%
Surface Improvement Related		
Total:	$ 7,809.12	15 %

Grand Total:	$ 51,689.55	100%

FINANCIAL IMPLICATIONS:

Funding for this project came from the sanitary sewer rehabilitation budget funded by the Sewer User Fund. Funding was available and had been budgeted, appropriated, and allocated to Project No. 20-059 (WWAN03).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Not to approve the Resolution, but this would require a finding that there was not an emergency condition.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Bid Summary Sheet
Change Order
Site Location Map

RESOLUTION NO. 14834

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $51,689.55 WITH PARKER EXCAVATING, INC. EMERGENCY SANITARY SEWER POINT REPAIRS IN BASIN-5 VARIOUS LOCATIONS, FOR PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

WHEREAS, an emergency sanitary sewer repair was authorized by the Mayor in accordance with Section 1-10-5 of the Pueblo Municipal Code; and

WHEREAS, the point repair work was awarded to Parker Excavating, Inc., under the 2021-2023 multi-year point repair contract; NOW, THEREFORE,

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

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers in Basin-5 various locations with Parker Excavating, Inc., Project No. 20-059 (WWAN03) awarded to said bidder in the amount of $51,689.55.

SECTION 2.

Funds for Project 20-059 (WWAN03) shall be from the Sewer User Fund.

SECTION 3.

The Purchasing Agent was authorized to execute said contract on behalf of Pueblo, A Municipal Corporation, and the City Clerk properly affixed the seal of the City thereto and attested the same.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract including any payments authorized under the contract and the contract change order in the amount of $31,508.55 are hereby ratified.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 28, 2022

BY: Dennis E. Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

2021-2023 Emergency Sanitary Sewer Point Repair Estimate					Basin-5 Various Locations			
Date: 9/14/2021					**K.R. Swerdfeger Construction, Inc.**	**FRPHI ECS & Landscape, Inc.**	**Parker Excavating, Inc.**	
Project Number: 20-059 (WWAN03)								
Item	**Description**	**Estimated**					**Unit Price**	
1	Remove and Replace 8” PVC Less than 10’ Deep	1-20	LF		$ -	$ -	88.00	$ -
		21-100	LF	70	$ 6,650.00	$ 41,650.00	53.50	$ 3,745.00
		>100	LF		$ -	$ -	51.50	$ -
2	Remove and Replace 8” PVC More than 10’ Deep	1-20	LF		$ -	$ -	109.50	$ -
		21-100	LF		$ -	$ -	59.50	$ -
		>100	LF		$ -	$ -	59.25	$ -
3	Remove and Replace 10” PVC Less than 10’ Deep	1-20	LF		$ -	$ -	91.50	$ -
		21-100	LF		$ -	$ -	60.50	$ -
		>100	LF		$ -	$ -	60.00	$ -
4	Remove and Replace 10” PVC More than 10’ Deep	1-20	LF		$ -	$ -	119.50	$ -
		21-100	LF		$ -	$ -	68.50	$ -
		>100	LF		$ -	$ -	68.00	$ -
5	Remove and Replace 12” PVC Less than 10’ Deep	1-20	LF		$ -	$ -	103.50	$ -
		21-100	LF		$ -	$ -	69.50	$ -
		>100	LF		$ -	$ -	68.00	$ -
6	Remove and Replace 12” PVC More than 10’ Deep	1-20	LF		$ -	$ -	122.00	$ -
		21-100	LF		$ -	$ -	69.50	$ -
		>100	LF		$ -	$ -	68.00	$ -
7	Remove and Replace 15” PVC Less than 10’ Deep	1-20	LF		$ -	$ -	115.00	$ -
		21-100	LF		$ -	$ -	73.00	$ -
		>100	LF		$ -	$ -	71.00	$ -
8	Remove and Replace 15” PVC More than 10’ Deep	1-20	LF		$ -	$ -	134.00	$ -
		21-100	LF		$ -	$ -	81.50	$ -
		>100	LF		$ -	$ -	79.50	$ -
9	Remove and Replace 4” Service Tap Less than 10’ Deep	1-20	LF		$ -	$ -	89.00	$ -
		21-100	LF		$ -	$ -	47.50	$ -
		>100	LF		$ -	$ -	45.50	$ -
10	Remove and Replace 4” Service Tap More than 10’ Deep	1-20	LF		$ -	$ -	109.00	$ -
		21-100	LF		$ -	$ -	55.00	$ -
		>100	LF		$ -	$ -	53.50	$ -
11	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 8" and 10" Pipe	1-20	LF		$ -	$ -	54.00	$ -
		21-100	LF	90	$ 5,850.00	$ 5,310.00	54.00	$ 4,860.00
		>100	LF		$ -	$ -	54.00	$ -
12	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 8” and 10” Pipe	1-20	LF		$ -	$ -	58.00	$ -
		21-100	LF		$ -	$ -	58.00	$ -
		>100	LF		$ -	$ -	58.00	$ -
13	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -	61.00	$ -
		21-100	LF		$ -	$ -	61.00	$ -
		>100	LF		$ -	$ -	61.00	$ -
14	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -	65.00	$ -
		21-100	LF		$ -	$ -	65.00	$ -
		>100	LF		$ -	$ -	65.00	$ -
15	Remove and Replace 7” Reinforced Concrete	1-20	SF		$ -	$ -	14.10	$ -
		21-100	SF		$ -	$ -	13.75	$ -
		>100	SF		$ -	$ -	13.50	$ -
16	Remove and Replace 6” Reinforced Concrete	1-20	SF		$ -	$ -	13.25	$ -
		21-100	SF		$ -	$ -	12.50	$ -
		>100	SF		$ -	$ -	12.25	$ -
17	Remove and Replace 4” Concrete	1-20	SF		$ -	$ -	9.50	$ -
		21-100	SF		$ -	$ -	9.25	$ -
		>100	SF		$ -	$ -	9.00	$ -
18	Remove and Replace Standard Curb and Gutter	1-20	LF		$ -	$ -	40.00	$ -
		21-100	LF		$ -	$ -	39.50	$ -
		>100	LF		$ -	$ -	39.25	$ -
19	Install Extra Lean Concrete (FlowFill)	1-20	CY	14	$ 2,100.00	$ 2,730.00	126.50	$ 1,771.00
		21-100	CY		$ -	$ -	126.50	$ -
		>100	CY		$ -	$ -	126.50	$ -
20	Remove Camera/Cleaning Head/Tap Cutter	HR			$ -	$ -	275.00	$ -
21	Remove and Replace 48” Diameter Manhole	EA		2	$ 7,200.00	$ 14,520.00	3200.00	$ 6,400.00
22	Remove and Replace 60” Diameter Manhole	EA			$ -	$ -	3850.00	$ -
23	Reinstate Services	EA		2	$ 600.00	$ 174.00	265.00	$ 530.00
24	Mobilization	LS		5	$ 7,500.00	$ 3,750.00	575.00	$ 2,875.00
				Total	$ 29,900.00	$ 68,134.00		$ 20,181.00
				With Contingency	$ 35,880.00	$ 81,760.80	$ -	$ 24,217.20

CONTRACT CHANGE ORDER

CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 20-059 (WWAN03) Change Order No. : ONE 3/8/2022

Project Name : 2021 - 2023 Emergency Sanitary Sewer Point Repair
Basin-5 Various Locations

Contractor : PARKER EXCAVATING INC.

You are hereby requested to comply with the following changes from the plans & specifications:

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (>20LF)	($3,745.00)	
2	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (<21LF) - 2610 CAMELLIA ST		$1,056.00
3	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (<21LF) - 2620 CAMELLIA ST		$440.00
4	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (<21LF) - 2570 GLADIOLA ST		$616.00
5	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (<21LF) - 2520 BEGONIA ST		$1,144.00
6	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (<21LF) - 2561 CAMELLIA ST		$1,408.00
7	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (<21LF) - 2670 EMELLIA ST		$440.00
8	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (<21LF)- 2550 EMELLIA ST		$1,636.80
9	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (<21LF) - 2580 GLADIOLA ST		$1,144.00
10	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (<21LF) - LAKE AVE & NEVADA AVE		$1,584.00
11	ASPHALT PATCH - 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE	($4,860.00)	
13	REINSTATE SERVICES		$1,060.00
14	INSTALL EXTRA LEAN CONCRETE (FLOW FILL)		$15,243.25
15	MOBILIZATION		$2,875.00
16	ASPHALT PATCH - 5" HMA ON 6" CLASS 6 ABC FOR 8" AND 10" PIPE		$7,809.12
17	REMOVE CAMERA/CLEANING HEAD/TAP CUTTER		$275.00
18	TRAFFIC CONTROL		$3,382.38
	TOTAL (Decrease) / Increase	($8,605.00)	$40,113.55

Net Adjustment This Change Order	$	31,508.55
Amount of Previous Change Order(s)	$	0.00
Original Contract Amount	$	20,181.00
Total Adjusted Contract Amount To Date	$	51,689.55

Reason For Change: Actual Field Quantities.
Extra work needed to complete the project.

The time provided for completion of the contract is changed by 0 calendar days.
This document shall become an amendment to the contract and all provisions of the contract apply hereto.

Prepared by: _____ Date:_____
Associate Engineer II

Reviewed by: _____ Date:_____
Wastewater Engineering Manager

Accepted by: _____ Date:_____
Contractor's Representative

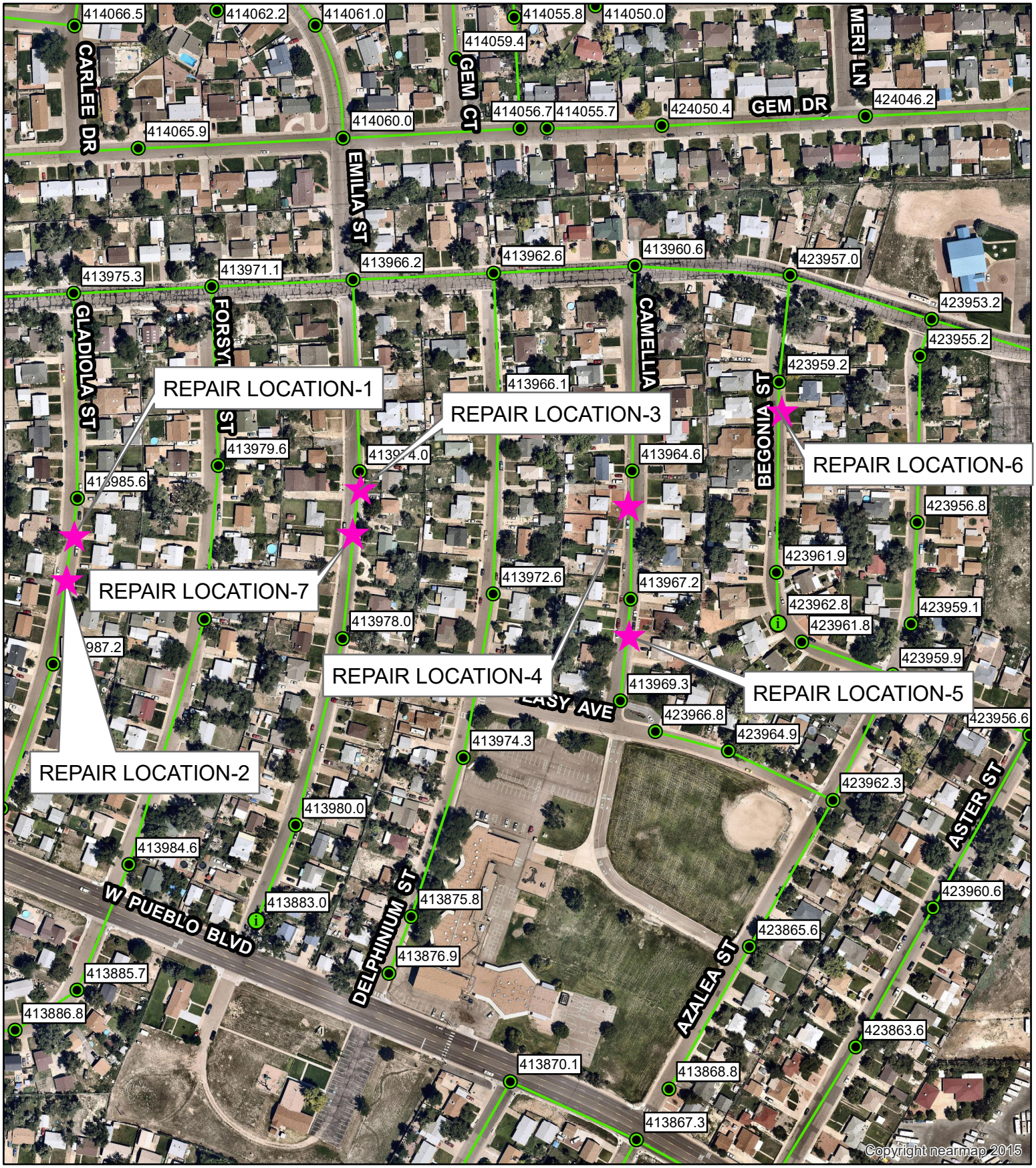
If this Change Order causes an increase from the original contract price, signed approval by the Director constitutes representation that lawful appropriations are sufficient to cover such increase.

Approved by: _____ Date:_____
Director of Wastewater

FORM CO100.1299

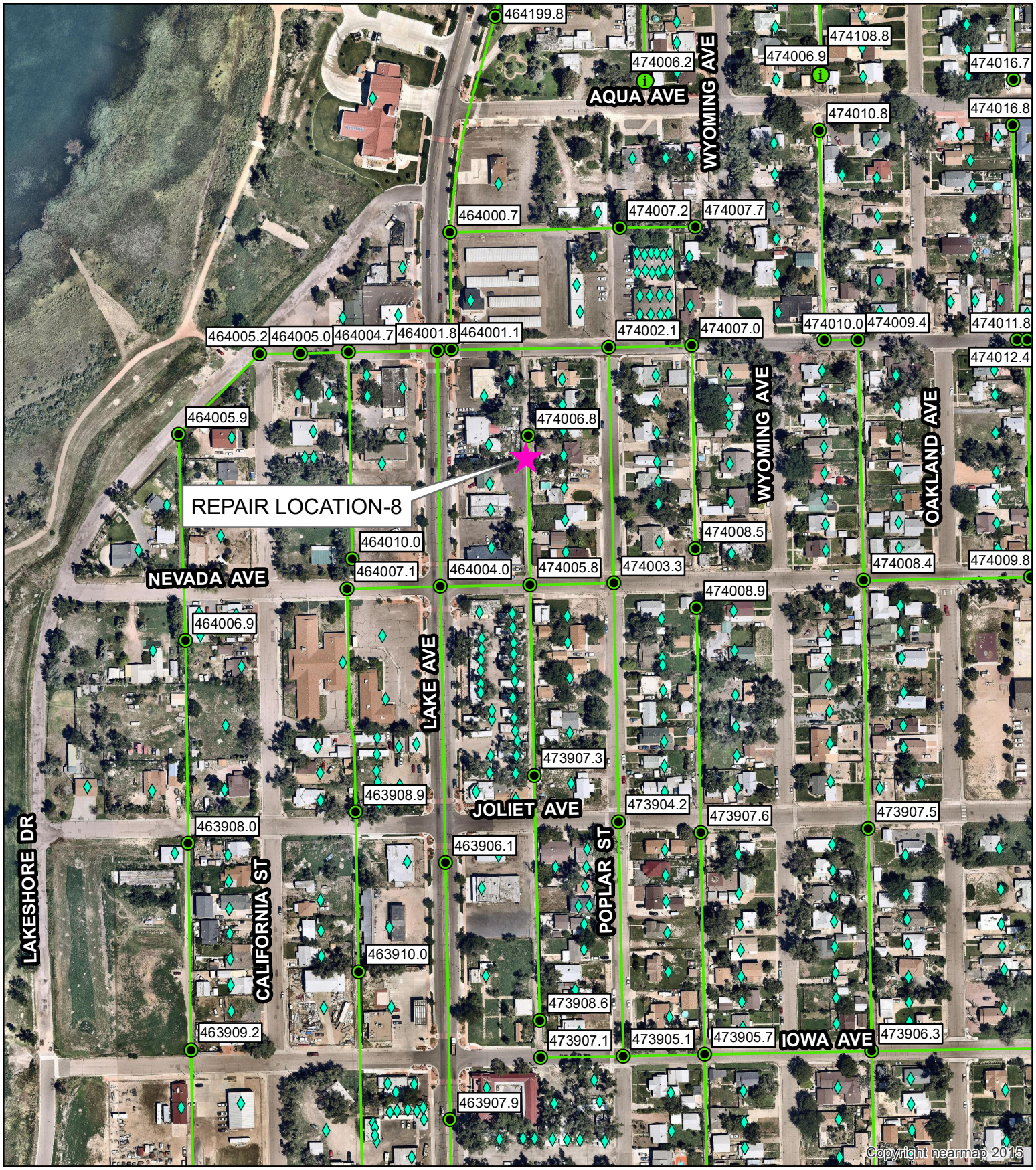
20-059 (WWAN03)
2021-2023 Emergency Sanitary Sewer Point Repair
BASIN-5 Various Locations 1

(1/2)



20-059 (WWAN03)
2021-2023 Emergency Sanitary Sewer Point Repair
Basin - 5 Various Locations 1

(2/2)



City Clerk's Office Item # M-2

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 28, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

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

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $458,991.92 TO RAPID RESTORATION AND CONSTRUCTION, INC. AND SETTING FORTH $41,008.08 FOR CONTINGENCIES, FOR PROJECT NO. 22-006 MINERAL PALACE PARK PICKLEBALL COURTS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Rapid Restoration and Construction, Inc. for Project No. 22-006 Mineral Palace Park Pickleball Courts.

PREVIOUS COUNCIL ACTION:

The 2019 budget that was approved on November 26, 2018, Ordinance No. 9373 created Project LT1903, in the amount of $50,000.00.

The 2020 budget that was approved on November 25, 2019, Ordinance 9598, budgeted an additional $150,000.00 to project LT1903.

The 2022 budget that was approved on November 22, 2021, Ordinance 10050, created Project CI2202, in the amount of $300,000.00

BACKGROUND:

In general, this project consists of the construction of eight (8) regulation size pickleball courts on a post tensioned concrete slab, with new perimeter and interior fence, court surfacing and striping, new nets/posts and a set of backless benches. This Resolution will award the base bid in the amount of $455,932.92 and bid alternate no. 3 in the amount of $3,059.00.

Pickleball is played on a court similar to a tennis court; however, the court is a quarter smaller than a tennis court and the net is six inches lower than a tennis net. Pickleball is played with paddles and a hard-plastic ball similar to a wiffle ball. Pickleball players have temporarily retrofit two tennis courts within City Park to accommodate Pickleball Play.

The Pueblo Pickleball Association, which consists of 258 members, approached the Pueblo Parks and Recreation Department to construct a designated Pickleball facility to provide free Pickleball play to Pueblo and surrounding community residents. Having designated Pickleball courts will allow the City of Pueblo and the Pueblo Pickleball Association to host Pickleball Tournaments, provide Pickleball programming and lessons and will eliminate scheduling conflicts between City Tennis programs and pickleball play. The Mineral Palace Pickleball facility will include eight regulation size, post tension pickleball courts. The courts will be separated with regulation fencing and will be completely enclosed with a chain link fence. The facility will be supported by the existing Mineral Palace Park restroom facilities and will be ADA accessible.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $200,000 will be paid from account LT1903 Pickleball Court Renovation and the remaining $300,000 will be paid from account CI2202 Pickleball Court Renovation.

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

The Southern Colorado Pickleball Club has been involved in several meetings with the Parks and Recreation Department Administration and are in full support of this project.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Bid Summary Sheet

RESOLUTION NO. 14835

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $458,991.92 TO RAPID RESTORATION AND CONSTRUCTION, INC. AND SETTING FORTH $41,008.08 FOR CONTINGENCIES, FOR PROJECT NO. 22-006 MINERAL PALACE PARK PICKLEBALL COURTS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for the Project No. 22-006 Mineral Palace Park Pickleball Courts have been received and examined; and

WHEREAS, the proposal of Rapid Restoration and Construction, Inc, was the only bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 22-006 to be performed; NOW, THEREFORE,

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

SECTION 1.

City Council authorizes Project No. 22-006 Mineral Palace Park Pickleball Courts to be performed, and the contract for said project is hereby awarded to Rapid Restoration and Construction, Inc, in the amount of $458,991.92.

SECTION 2.

Funds in the amount of $200,000.00 for Project 22-006 shall be from Project No. LT1903 Pickleball Court Renovation.

SECTION 3.

Funds in the amount of $285,991.92 for Project 22-006 shall be from Project No. CI2202 Pickleball Court Renovation.

SECTION 4.

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 5.

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 shall be paid from Project No. CI2202 Pickleball Court Renovation.

Contingencies and Additional Work……$41,008.08

SECTION 6.

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 7.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 28, 2022

BY: Dennis E. Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Bid: 22-006 Mineral Palace Park Pickleball Courts					Rapid Restoration and Construction, Inc.
Opening Date: March 9, 2022 Time: 10:00:00 AM					
Item	Description	Estimated Quantity			
1	Construct 4" Concrete	1008	S.F.	*Unit Price*	*9.00*
				Amount	9,072.00
2	Install Post-Tensioned Concrete Slab	18768	S.F.	*Unit Price*	*15.67*
				Amount	294,094.56
3	Construct 6” x 12” Concrete Cap	552	LF	*Unit Price*	*22.15*
				Amount	12,226.80
4	Install 4' Black Vinyl Chain Link Fence	632	L.F.	*Unit Price*	*56.36*
				Amount	35,619.52
5	Install 10' Black Vinyl Chain Link Fence	552	L.F.	*Unit Price*	*99.95*
				Amount	55,172.40
6	Install Gate	2	EA	*Unit Price*	*1,316.92*
				Amount	2,633.84
7	Court Surfacing and Striping	1	L.S.	*Unit Price*	*38,814.60*
				Amount	38,814.60
8	2” Electrical Conduit	560	L.F.	*Unit Price*	*14.82*
				Amount	8,299.20
9	Mobilization	1	L.S.	*Unit Price*	Included above
				Amount	
				Total Base Bid	**$455,932.92**
Bid Alternate No. 1					
10	Construct 4" Concrete	60	S.F.	*Unit Price*	*9.00*
				Amount	540.00
11	Install Post-Tensioned Concrete Slab	10064	S.F.	*Unit Price*	*15.78*
				Amount	158,809.92
12	Construct 6” x 12” Concrete Cap	148	L.F.	*Unit Price*	*22.15*
				Amount	3,278.20
13	Install 4' Black Vinyl Chain Link Fence	440	L.F.	*Unit Price*	*67.30*
				Amount	29,612.00
14	Install 10' Black Vinyl Chain Link Fence	148	L.F.	*Unit Price*	*170.71*
				Amount	25,265.08
15	Install Gate	2	EA	*Unit Price*	*1,316.92*
				Amount	2,633.84
16	Court Surfacing and Striping	1	L.S.	*Unit Price*	*20,793.53*
				Amount	20,793.53
17	Mobilization 5%	1	L.S.	*Unit Price*	Included above
				Amount	
				Total Bid Alternate No. 1	**$240,932.57**
Bid Alternate No. 2					
18	Construct 4" Concrete	3396	S.F.	*Unit Price*	*12.61*
				Amount	42,823.56
19	Mobilization 5%	1	L.S.	*Unit Price*	Included above
				Amount	
				Total Bid Alternate No. 2	**$42,823.56**
Bid Alternate No. 3					
20	Install 6' Backless Benches	4	EA	*Unit Price*	*764.75*
				Amount	3,059.00
21	Mobilization 5%	1	L.S.	*Unit Price*	Included above
				Amount	
				Total Bid Alternate No. 3	**$3,059.00**
Bid Alternate No. 4					
22	Install 6' Backless Benches	4	EA	*Unit Price*	*764.75*
				Amount	3,059.00
23	Mobilization 5%	1	L.S.	*Unit Price*	Included above
				Amount	
				Total Bid Alternate No. 4	**$3,059.00**

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

City Clerk's Office Item # M-3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 28, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

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

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $28,673.40 TO DOUG VAUGHN LLC AND SETTING FORTH $3,326.60 FOR CONTINGENCIES, FOR PROJECT NO. 22-005 CONSTRUCT CROSSPAN AT 12TH AND HUDSON AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Doug Vaughn LLC for Project No. 22-005 Construct Crosspan at 12th and Hudson.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

In general, this project consists of the demolition and construction of a new 12-foot crosspan at 12th St. and Hudson Avenue, and the demolition and construction of new directional ADA complaint curb ramps on the northwest and northeast corners.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $32,000.00 will be paid from account HUAN03 Cross Pan/Curb and Gutter Project.

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Bid Summary Sheet

RESOLUTION NO. 14836

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $28,673.40 TO DOUG VAUGHN LLC AND SETTING FORTH $3,326.60 FOR CONTINGENCIES, FOR PROJECT NO. 22-005 CONSTRUCT CROSSPAN AT 12TH AND HUDSON AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for the Project No. 22-005 Construct Crosspan at 12th and Hudson have been received and examined; and

WHEREAS, the proposal from 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. 22-005 to be performed; NOW, THEREFORE,

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

SECTION 1.

City Council authorizes Project No. 22-005 Construct Crosspan at 12th and Hudson to be performed, and the contract for said project is hereby awarded to Doug Vaughn LLC in the amount of $28,673.40.

SECTION 2.

Funds in the amount of $28,673.40 for Project 22-005 shall be from Project No. HUAN03 Cross Pan/Curb and Gutter Project.

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 shall be paid from Project No. HUAN03 Cross Pan/Curb and Gutter Project.

Contingencies and Additional Work……$3,326.60

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 effectuate the transactions described therein.

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 28, 2022

BY: Dennis E. Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Bid: 22-005 (HUAN03) Construct Crosspan at 12th Street and Hudson Avenue Opening Date: March 23, 2022 Time: 10:00:00 AM					Doug Vaughn LLC	Merriman Land Works dba Flat & Fancy	Cedar Ridge Landscape, Inc.
Item	**Description**	**Estimated Quantity**					
1	Remove Asphalt	1000	SF	*Unit Price*	*2.80*	*3.00*	*5.00*
				Amount	2800.00	3000.00	5000.00
2	Remove Curb & Gutter	68	LF	*Unit Price*	*5.00*	*3.64*	*15.00*
				Amount	340.00	247.52	1020.00
3	Remove Concrete	312	SF	*Unit Price*	*3.00*	*3.64*	*4.00*
				Amount	936.00	1135.68	1248.00
4	Construct New 6-inch Curb Head	94	LF	*Unit Price*	*20.00*	*18.00*	*25.00*
				Amount	1880.00	1692.00	2350.00
5	Construct New Curb & Gutter	68	LF	*Unit Price*	*25.00*	*52.41*	*45.00*
				Amount	1700.00	3563.88	3060.00
6	Construct New 6-inch Concrete	130	SF	*Unit Price*	*6.50*	*12.70*	*13.00*
				Amount	845.00	1651.00	1690.00
7	Construct New 4-inch Concrete	162	SF	*Unit Price*	*5.70*	*9.75*	*9.00*
				Amount	923.40	1579.50	1458.00
8	Construct New 7-inch Reinforced Concrete	698	SF	*Unit Price*	*10.00*	*17.56*	*18.00*
				Amount	6980.00	12256.88	12564.00
9	6-inch Asphalt Patching	301	SF	*Unit Price*	*9.00*	*6.88*	*10.50*
				Amount	2709.00	2070.88	3160.50
10	Install 24 x 30 Tactile Bands	8	EA	*Unit Price*	*220.00*	*150.00*	*325.00*
				Amount	1760.00	1200.00	2600.00
11	Mobilization	1	LS	*Unit Price*	*4500.00*	*1800.00*	*2850.00*
				Amount	4500.00	1800.00	2850.00
12	Erosion & Sediment Control	1	LS	*Unit Price*	*300.00*	*500.00*	*500.00*
				Amount	300.00	500.00	500.00
13	Traffic Control	1	LS	*Unit Price*	*3000.00*	*1500.00*	*6000.00*
				Amount	3000.00	1500.00	6000.00
				Total Base Bid	**$28,673.40**	**$32,197.34**	**$43,500.50**
Bid Alternate No. 1							
1	Install Class 6 ABC (Place and Compact)	1	Ton	*Unit Price*	40.00	95.00	85.00
				Amount	40.00	95.00	85.00
				Total Bid Alternate No. 1	**$40.00**	**$95.00**	**$85.00**

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

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 28, 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 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO THE ROCKY MOUUNTAIN COLLEGIATE CYCLING CONFERENCE FOR THE USE OF VICTORIA AVENUE FROM B STREET TO UNION AVENUE, UNION AVENUE FROM B STREET TO CITY CENTER DRIVE, ALAN HAMEL AVENUE FROM CITY CENTER DRIVE TO MAIN STREET, C STREET FROM VICTORIA AVENUE TO MAIN STREET, D STREET FROM VICTORIA AVENUE TO MAIN STREET, AND GREENWOOD STREET FROM VICTORIA AVENUE TO CITY CENTER DRIVE AND THEIR RIGHT OF WAYS TO HOST THEIR PUEBLO CLASSIC BICYCLE RACE, THE PERMIT ALSO AUTHORIZES THE PUEBLO CHAMBER OF COMMERCE TO SET UP A BEER GARDEN ON UNION AVENUE JUST EAST OF ALAN HAMEL AVENUE

SUMMARY:

Attached is an application for a revocable permit submitted by The Rocky Mountain Collegiate Cycling Conference.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Rocky Mountain Collegiate Cycling Conference requests to use the downtown streets to include parts of Union Avenue, Victoria Avenue, Alan Hamel Avenue, C Street, D Street, Main Street, City Center Drive, and Greenwood Street and their right of ways on April 23, 2023, from 6:00 am until 7:00 pm to host their Pueblo Classic Bicycle Race.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denying the Resolution will cause the event to be canceled or relocated to another location.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Revocable Permit, Letter of Intent, Certificate of Liability, Traffic Control Plan, Permission letter for Chamber of Commerce

RESOLUTION NO. 14837

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO THE ROCKY MOUUNTAIN COLLEGIATE CYCLING CONFERENCE FOR THE USE OF VICTORIA AVENUE FROM B STREET TO UNION AVENUE, UNION AVENUE FROM B STREET TO CITY CENTER DRIVE, ALAN HAMEL AVENUE FROM CITY CENTER DRIVE TO MAIN STREET, C STREET FROM VICTORIA AVENUE TO MAIN STREET, D STREET FROM VICTORIA AVENUE TO MAIN STREET, AND GREENWOOD STREET FROM VICTORIA AVENUE TO CITY CENTER DRIVE AND THEIR RIGHT OF WAYS TO HOST THEIR PUEBLO CLASSIC BICYCLE RACE, THE PERMIT ALSO AUTHORIZES THE PUEBLO CHAMBER OF COMMERCE TO SET UP A BEER GARDEN ON UNION AVENUE JUST EAST OF ALAN HAMEL AVENUE

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

SECTION 1.

The attached Revocable Permit is authorized to be issued to The Rocky Mountain Collegiate Cycling Conference for the use of the downtown streets to include parts of Union Avenue, Victoria Avenue, Alan Hamel Avenue, C Street, D Street, Main Street, City Center Drive, and Greenwood Street and their right of ways from April 23, 2022 at 6:00 am, until 7:00 pm to host their Pueblo Classic Bicycle Race.

SECTION 2.

The use of the public right of ways granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit.

SECTION 3.

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 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED March 28, 2022

BY: Dennis E. Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

REVOCABLE PERMIT

Pursuant to the authority granted by Section 16-9 of the Charter of Pueblo, a Municipal Corporation, (the "City"), the City Council of City hereby grants the following revocable permit to Permittee subject to and conditioned upon the provisions herein contained and the Permittee's compliance therewith:

1. Name, Address and Telephone Number of Permittee: Jim Castagneri / The Pueblo Classic, 12157 W Coal Mine Dr, Littleton CO 80127
2. Permitted Area: parts of Union Avenue, Victoria Avenue, Alan Hamel Avenue, C Street, D Street, Main Street, City Center Drive, and Greenwood Street and their right of ways
3. Purpose of Revocable Permit: To conduct The Pueblo Classic bicycle race
4. Authorized Improvements: None
5. Commencement Date: April 23, 2022 Time: 06:00 AM
6. Ending Date: April 23, 2022 Time: 07:00 PM

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

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.

(b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.

(c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.

(d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of $500.00 (“Deposit”). The Deposit will be forfeited to the City if Permittee does not remove all Permittee’s equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.

(e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee’s Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee’s Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee’s Improvements, and City may, at Permittee's expense, remove and dispose of Permittee’s Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City’s costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

(g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.

(h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

(i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than $1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation.

(k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

(i) If to Permittee, at the address shown in paragraph 1 above.

(ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee.

Each party reserves the right to change its address provided notice of such change is given in accordance with this paragraph (k).

(l) City reserves and is hereby granted by Permittee access to, under and through the Permitted Area for any and all purposes. City may injure, damage or remove any and all Permittee's Improvements in the Permitted Area in exercising the right of access hereby reserved and granted. Permittee assumes the risk of injury, loss and damage to Permittee's Improvements within the Permitted area, and City shall have no responsibility or liability for any damage or injuries thereto, whatsoever the cause, including, but not limited to, the acts or omissions of City, its officers, employees, or agents.

(m) This Permit shall terminate upon the occurrence of any one of the following events: (i) the Time of the Ending Date, (ii) abandonment or non-use by Permittee for a period of three (3) consecutive months, (iii) surrender or cancellation of the Permit in writing by Permittee, (iv) automatic revocation as provided in paragraphs (h) and (i) above; or (v) revocation or termination of this Permit by resolution of the City Council of City. The termination of this Permit shall not relieve Permittee from Permittee's obligations under paragraph (f) until the Authorized Improvements have been removed by Permittee in compliance with paragraph (e).

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

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

PERMITTEE:

Organization:_____

By: _____

Title: _____

STATE OF COLORADO)
COUNTY OF PUEBLO) SS..

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

My commission expires: _____.

[S E A L]

_____
Notary Public

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

By _____
Nicholas A. Gradisar, Mayor

January 15, 2022

Pueblo City Council
1 City Hall Place
Pueblo, CO 81003

Greetings Pueblo City Council!

I am writing today to request a revocable permit to conduct a bicycle race on city streets as depicted on the enclosed traffic control plan.

As a representative of the Rocky Mountain Collegiate Cycling Conference (RMCCC), we propose to conduct a USA Cycling-sanctioned event **on Saturday April 23rd, 2022 from 6am until 7pm**. The RMCCC and USA Cycling are a subdivision of the United States Olympic Committee. Our event will be permitted and sanctioned by USA Cycling which includes a liability insurance package covering the promoters as well as the City of Pueblo.

We are working with the Mayor's office, the Police department, and the local Chambers of Commerce to promote a family friendly event that we hope will expose hundreds competitors and their families to the beauty and culture of downtown Pueblo.

Please consider granting our request for a permit. We look forward to growing this event so that it becomes the pre-eminent collegiate road race series across the Rocky Mountain west.

If you should have any questions or concerns, please don't hesitate to call or email. Thank you for your consideration!

Jim Castagneri
Race Director
Castagneri@gmail.com
720-215-9116
Rocky Mountain Collegiate Cycling Conference

USACYCL-22 MRODRIGUEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Fairly Consulting Group, LLC
1800 S. Washington, Suite 400
Amarillo, TX 79102

CONTACT NAME: Fairly Group Certificates
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: certs@fairlygroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : HDI Global Specialty SE	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
USA Cycling, Inc.
210 USA Cycling Point
Colorado Springs, CO 80919

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		HDGL003700597	12/31/2021	12/31/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: Per Event							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job 2022-4991
RMGL 03 09 02 18 SCHEDULE OF NAMED INSUREDS: Event Organizers and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC Event Permit Application and coverage will be afforded only for the specific event and date(s) on the permit.

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between a named insured and the certificate holder that requires such status. Please see attached endorsement CG 20 26
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Pueblo
1 City Hall Pl
Pueblo, CO 81003

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

www.invarion.com

ROCKY MOUNTAIN COLLEGIATE CONFERENCE

PUEBLO CHILLY CRITERIUM
UNION AVE @ D ST
PUEBLO, CO
MAR, 2020



TRAFFIC CONTROL PLAN DRAWN BY:
A-1 BARRICADE & SIGN, INC.
201 COLORADO AVE.
PUEBLO, CO 81004
719-543-1353 OFFICE
719-543-6244 FAX
A1BARRICADE@YAHOO.COM

APPROVALS:

CITY: _____ DATE: _____

COORDINATOR: _____ DATE: _____

TCS: _____ DATE: _____

www.invarion.com

ROCKY MOUNTAIN
COLLEGIATE CONFERENCE

PUEBLO CHILLY CRITERIUM
UNION AVE @ D ST
PUEBLO, CO
APR, 2022

APPROVALS:

CITY: _____ DATE: _____

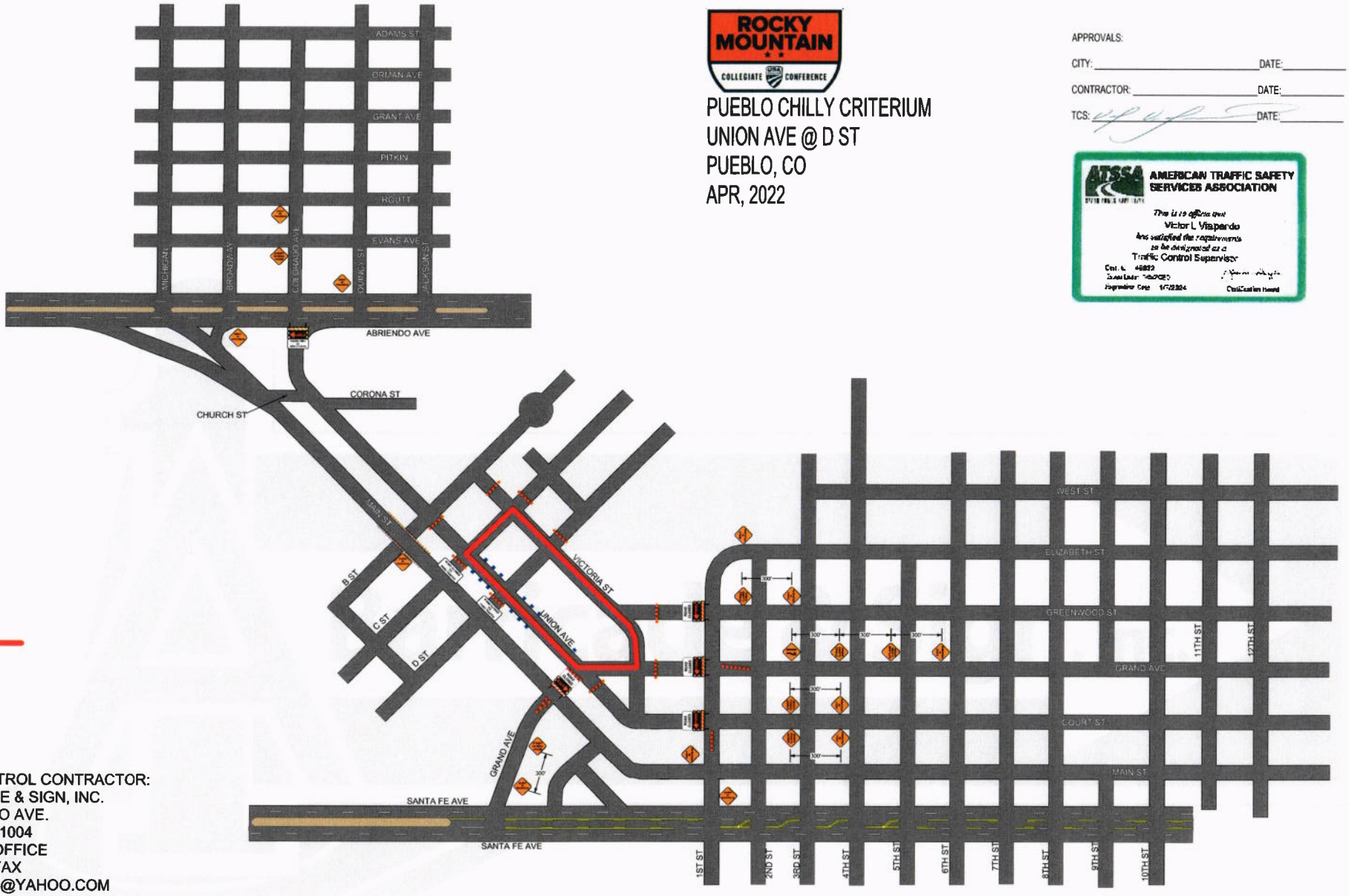
CONTRACTOR: _____ DATE: _____

TCS: _____ DATE: _____

ATSSA AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION

This is to affirm that
Victor L Viapando
has satisfied the requirements
to be designated as a
Traffic Control Supervisor

Cert. # 46832
Issue Date: 1/6/2020
Expiration Date: 1/7/2024
Certification Board



TRAFFIC CONTROL CONTRACTOR:
A-1 BARRICADE & SIGN, INC.
201 COLORADO AVE.
PUEBLO, CO 81004
719-543-1353 OFFICE
719-543-6244 FAX
A1BARRICADE@YAHOO.COM

March 3, 2022

To Whom It May Concern:

I Jim Castagneri, Director of the Pueblo Classic bike race and acting on behalf of the Rocky Mountain Collegiate Cycling Conference hereby acknowledge my understanding and agree that the Pueblo Chamber of Commerce and/or their contracted vendor or affiliates will be serving alcohol within the confines of the revocable permit (REV-22-1) issued to me for the purposes of conducting a bike race within the city limits of Pueblo.

Further, it is understood all alcohol served and consumed at the event will be restricted to the confines of the fenced area known as the 'beer garden' and will not involve any part of the official racecourse or finish line area. This agreement is limited to Saturday April 23 and involves the area immediately surrounding the intersection of North Union Ave. and Alan Hamel Ave. in downtown Pueblo, Colorado.

Lastly, while the public festival area containing the beer garden will adjoin the racecourse, the Race Director, and the Rocky Mountain Collegiate Cycling Conference (RMCCC) are in no way responsible, in direct benefit of, or liable for the sale or license of alcohol sales at this location.

Jim Castagneri 3/3/2022

Jim Castagneri
Race Director
Rocky Mountain Collegiate Cycling Conference

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 28, 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 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO FIRST PRESBYTERIAN CHURCH FOR THE USE OF WEST 10TH STREET AND THE RIGHT OF WAY IN BETWEEN COURT STREET AND MAIN STREET TO HOST THEIR EASTER EGG HUNT

SUMMARY:

Attached is an application for a revocable permit submitted by First Presbyterian Church.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The First Presbyterian Church requests to use West 10th Street and the right of ways between Court Street and Main Street on April 9, 2022, from 8:00 am until 1:00 pm to host their Easter Egg Hunt

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denying the Resolution will cause the event to be canceled or relocated to another location.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Revocable Permit, Letter of Intent, Certificate of Liability, Traffic Control Plan

RESOLUTION NO. 14838

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO FIRST PRESBYTERIAN CHURCH FOR THE USE OF WEST 10TH STREET AND THE RIGHT OF WAY IN BETWEEN COURT STREET AND MAIN STREET TO HOST THEIR EASTER EGG HUNT

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

SECTION 1.

The attached Revocable Permit is authorized to be issued to First Presbyterian Church for the use of West 10th Street and the right of ways in between Court Street and Main Street on April 9, 2022 at 8:00 am, until 1:00 pm to host their Easter Egg Hunt.

SECTION 2.

The use of the public right of ways granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit.

SECTION 3.

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 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED March 28, 2022

BY: Dennis E. Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

REVOCABLE PERMIT

Pursuant to the authority granted by Section 16-9 of the Charter of Pueblo, a Municipal Corporation, (the "City"), the City Council of City hereby grants the following revocable permit to Permittee subject to and conditioned upon the provisions herein contained and the Permittee's compliance therewith:

1. Name, Address and Telephone Number of Permittee: First Presbyterian Church 220 W 10th Street Pueblo CO 81003 719-542-7322
2. Permitted Area: The 200 Block of W. 10 between Court & Main
3. Purpose of Revocable Permit: All Abilities Easter Egg Hunt
4. Authorized Improvements: Closing of the Street
5. Commencement Date: 04-09-2022 Time: 08:00
6. Ending Date: 04-09-2022 Time: 13:00

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

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.

(b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.

(c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.

(d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of $500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.

(e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

(g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.

(h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

(i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than $1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation.

(k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

(i) If to Permittee, at the address shown in paragraph 1 above.

(ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee.

Each party reserves the right to change its address provided notice of such change is given in accordance with this paragraph (k).

(l) City reserves and is hereby granted by Permittee access to, under and through the Permitted Area for any and all purposes. City may injure, damage or remove any and all Permittee's Improvements in the Permitted Area in exercising the right of access hereby reserved and granted. Permittee assumes the risk of injury, loss and damage to Permittee's Improvements within the Permitted area, and City shall have no responsibility or liability for any damage or injuries thereto, whatsoever the cause, including, but not limited to, the acts or omissions of City, its officers, employees, or agents.

(m) This Permit shall terminate upon the occurrence of any one of the following events: (i) the Time of the Ending Date, (ii) abandonment or non-use by Permittee for a period of three (3) consecutive months, (iii) surrender or cancellation of the Permit in writing by Permittee, (iv) automatic revocation as provided in paragraphs (h) and (i) above; or (v) revocation or termination of this Permit by resolution of the City Council of City. The termination of this Permit shall not relieve Permittee from Permittee's obligations under paragraph (f) until the Authorized Improvements have been removed by Permittee in compliance with paragraph (e).

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

Signed in Pueblo, Colorado this 10th day of March, 20 22.

JoAnne Sharp

PERMITTEE:

Organization: First Presbyterian Church

By: JoAnne SHARP

Title: Director of Christian Education

STATE OF COLORADO)
COUNTY OF PUEBLO) ss.

The foregoing instrument was acknowledged before me the 18th day of March, 2022 by Joanne Sharp as Director.

My commission expires: 11/15/2023

[SEAL]

ADINA RODRIGUEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20114069564
MY COMMISSION EXPIRES 11/15/2023

Notary Public

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

By _____
Nicholas A. Gradisar, Mayor

Last year we held our first All Abilities Easter Egg Hunt, and we had 175 people. Pueblo County allows us to use their lawn for this event, and we learned last year that it would be wise to have W 10th St closed between Court and Main for the safety of the children and our special needs guests. We host this event on a Saturday, when there is less traffic.

A-1 Barriers and Signs is working with us to develop the traffic plan and provide the signage necessary for the road closure.

Our Business Manager will forward the Insurance certificate via email to your office.

Thank you.

JoAnne Sharp
Director of Christian Education
First Presbyterian Church-Pueblo
220 W 10th St
Pueblo CO 81003
joanne@firstprespueblo.org
719-542-7322

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC
One South Jefferson Street
Roanoke VA 24011

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B : Lexington Insurance Company	19437
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED JENSEFORD
0000001293 FIRST PRESBYTERIAN CHURCH OF PUEBLO
220 W 10TH ST
PUEBLO, CO 81003

COVERAGES **CERTIFICATE NUMBER:** 1093870333 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		011971558	1/1/2022	1/1/2023	EACH OCCURRENCE	$ 2,000,000
B	CLAIMS-MADE [X] OCCUR			048409888	1/1/2022	1/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Please contact your Insurance Board Agent, Jensen Ford Insurance Agency at for questions 888-908-6007 regarding your Certificate of Insurance. If you would like to speak to someone at the Insurance Board, please call 800-437-8830.

The Certificate Holder is included as Additional Insured under the General Liability if required per written or oral contract.

CERTIFICATE HOLDER

City of Pueblo
1 City Hall Place
Pueblo CO 81003

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

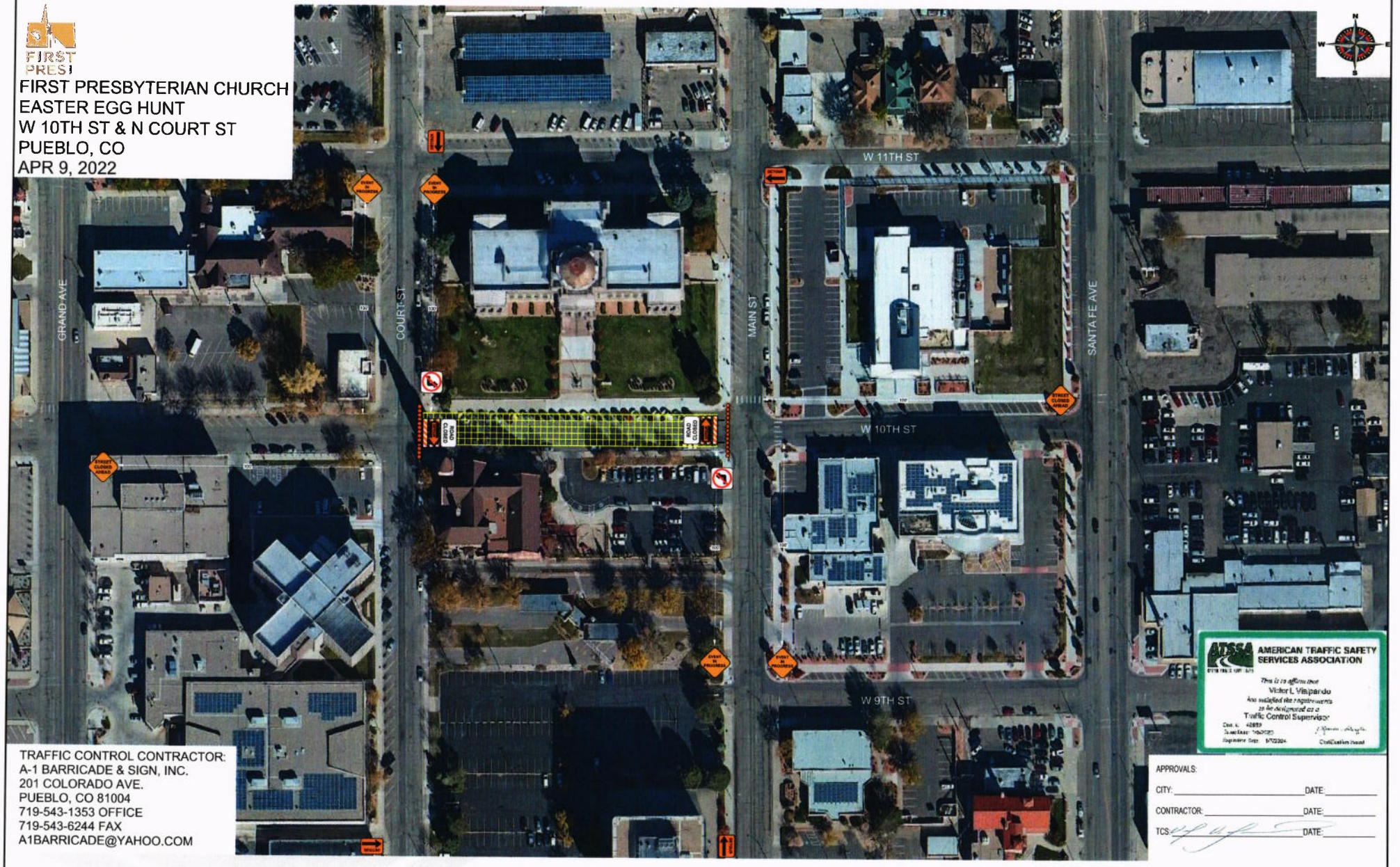
H Andre Perry

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

www.invarion.com

FIRST PRESBYTERIAN CHURCH
EASTER EGG HUNT
W 10TH ST & N COURT ST
PUEBLO, CO
APR 9, 2022



ATSSA AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION

This is to affirm that
Victor L Vispando
has satisfied the requirements
to be designated as a
Traffic Control Supervisor

Cert. #: 48859
Issue Date: 7/6/2020
Expiration Date: 6/7/2024
Certification Issued

APPROVALS:

CITY: _____ DATE: _____

CONTRACTOR: _____ DATE: _____

TCS: _____ DATE: _____

TRAFFIC CONTROL CONTRACTOR:
A-1 BARRICADE & SIGN, INC.
201 COLORADO AVE.
PUEBLO, CO 81004
719-543-1353 OFFICE
719-543-6244 FAX
A1BARRICADE@YAHOO.COM

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: **March 28, 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: A RESOLUTION MAKING LEGISLATIVE FINDINGS THAT THE MITCHELL PARK SOUTH AREA OF THE CITY OF PUEBLO IS A BLIGHTED AREA AND APPROPRIATE FOR AN URBAN RENEWAL PROJECT

SUMMARY:

This Resolution finds 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, contains blight conditions as defined by C.R.S. 31-25-103(2).

PREVIOUS COUNCIL ACTION:

On July 26, 2021, City Council approved Resolution No. 14666 authorizing the Pueblo Urban Renewal Authority ("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 staff has met with City and PCHC staff of 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.

A Conditions Survey was conducted by PURA staff to determine if the area described above contains conditions of blight. The Conditions Survey found that 8 blight factors exist. Four blight factors are required as a prerequisite to adoption of an urban renewal plan and establishment of an urban renewal project area. The 8 conditions of blight are outlined below:

(a) Slum, deteriorated, or deteriorating structures;

(b) Predominance of defective or inadequate street layout;

(d) Unsanitary or unsafe conditions;

(e) Deterioration of site or other improvements;

(f) Unusual topography or inadequate public improvements or utilities;

(h) The existence of conditions that endanger life or property by fire or other causes;

(i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities;

(j) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements.

FINANCIAL IMPLICATIONS:

No direct financial impact to the City.

BOARD/COMMISSION RECOMMENDATION:

On March 8, 2022, the PURA Board of Commissioners recommended approval of the Mitchell Park South Urban Renewal Plan. The Planning and Zoning Commission made a similar recommendation at its March 9, 2022, meeting.

STAKEHOLDER PROCESS:

PURA has complied with all requirements necessary under the Urban Renewal Act for approval of the attached Resolution. Taxing entity notices and presentations have been completed.

ALTERNATIVES:

Denial of this Resolution will result in the dismissal of the property owner's concerns and request for further study.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Mitchell Park South Urban Renewal Condition Survey and Impact Report

RESOLUTION NO. 14839

A RESOLUTION MAKING LEGISLATIVE FINDINGS THAT THE MITCHELL PARK SOUTH AREA OF THE CITY OF PUEBLO IS A BLIGHTED AREA AND APPROPRIATE FOR AN URBAN RENEWAL PROJECT

WHEREAS, the Pueblo Urban Renewal Authority staff (the "Authority Staff") conducted 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, the 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 Survey is incorporated herein by this reference, and which describes in detail the conditions in the Area that are summarized in Section 1, below. NOW, THEREFORE,

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

SECTION 1.

Based on a review of the Survey and in accordance with the Act, the City Council finds and determines that the Area is a "blighted area" as defined in Section 31-25-103(2) of the Act, and by reason of the presence of the following factors the Area substantially impairs or arrests the sound growth of the City, retards the provision of housing accommodations, constitutes an economic and social liability, and is a menace to the public health, safety, morals or welfare in its present condition and use. The City Council finds and determines that the following factors exist in the Area:

(a) Slum, deteriorated, or deteriorating structures;

(b) Predominance of defective or inadequate street layout;

(d) Unsanitary or unsafe conditions;

(e) Deterioration of site or other improvements;

(f) Unusual topography or inadequate public improvements or utilities;

(h) The existence of conditions that endanger life or property by fire or other causes;

(i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities;

(j) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements; or other improvements.

SECTION 2.

The City Council further finds and determines the Area is appropriate for an Urban Renewal Project pursuant to the Colorado Urban Renewal Law.

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED March 28, 2022

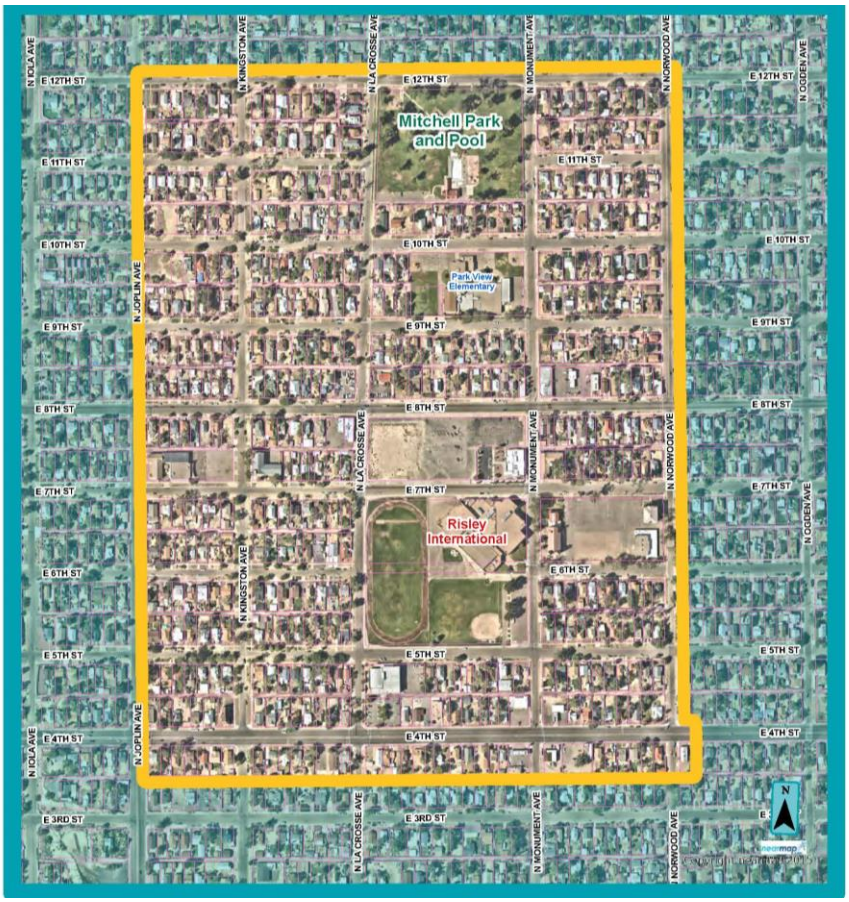
BY: Dennis E. Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

EXHIBIT A

PUEBLO URBAN RENEWAL AUTHORITY



Mitchell Park South Conditions Study

August 12, 2021

Prepared by:
Jerry M. Pacheco
Executive Director
Pueblo Urban Renewal Authority

1.0 INTRODUCTION

The purpose of a Conditions Survey is to determine if the presence of physical factors in an area of a municipality are sufficient to qualify as a "Blighted Area" as defined in Section 31-25-103(2) of the Colorado Revised Statutes ("C.R.S."). This Conditions Survey was conducted in the area (the "Survey Area") described in Exhibit A and depicted in Exhibit B, both of which are attached to and made a part of this Conditions Survey. If conditions that meet the definition set forth in Section 2.0 of this Conditions Survey are present in the Survey Area, the Survey Area will qualify as an Urban Renewal Area under the provisions of the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31 of the Colorado Revised Statutes (the "Act").

The Conditions Survey is based on information contained in various documents related to environmental conditions, historical references, real estate data, county mapping sources, and on-site inspection of the Survey Area conducted by Pueblo Urban Renewal Authority staff and consultation with legal counsel experienced with the requirements of the Act.

2.0 LEGAL REQUIREMENTS – BLIGHTED AREA

The purpose of this Conditions Survey is to provide information that demonstrates if and to what extent, conditions in the Survey Area match any of the factors that characterize a blighted area as defined in the Act.

According to Section 107(1)(c)(I) of the Act any particular condition found to be present may satisfy as many of the factors listed in the definition of "blighted area" as are applicable to such condition. In this case several of the conditions found in the Survey Area can be listed in multiple statutory categories.

Section 31-25-103(2) of the Act defines "blighted area" as follows:

> "Blighted area" means an area that, in its present condition and use and, by reason of the presence of at least four of the following factors, substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare.
>
> (a) Slum, deteriorated, or deteriorating structures;
>
> (b) Predominance of defective or inadequate street layout;
>
> (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
>
> (d) Unsanitary or unsafe conditions;
>
> (e) Deterioration of site or other improvements;
>
> (f) Unusual topography or inadequate public improvements or utilities;

(g) Defective or unusual conditions of title rendering the title non-marketable;

(h) The existence of conditions that endanger life or property by fire or other causes;

(i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities;

(j) Environmental contamination of buildings or property;

(k.5) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements; or

(l) If there is no objection of such property owner or owners and the tenant or tenants of such owner or owners, if and, to the inclusion of such property in an urban renewal area, "blighted area" also means an area that, in its present condition and use and, by reason of the presence of any one of the factors specified in paragraphs (a) to (k.5), substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare. For purposes of this paragraph (l), the fact that an owner of an interest in such property does not object to the inclusion of such property in the urban renewal area does not mean that the owner has waived any rights of such owner in connection with laws governing condemnation.

3.0 SURVEY RESULTS

The Mitchell Park South area is approximately 134 acres located in the middle of the East Side neighborhood. Notices of the conditions survey have been mailed to all listed property owners according to the County Assessor's data set.

In 2004, the City of Pueblo Planning and Community Development office prepared a neighborhood plan for the Eastside area. Goals and objectives identified in the plan remain desired by the community. Some goals and objectives of the Eastside Neighborhood Plan have been completed such as the Skate Park, Veteran's Housing on 4th Street and some repaving performed by the Colorado Department of Transportation.



Figure 1

Based on visual observation, historical references, real estate data and county mapping sources, the qualifying conditions listed in this Conditions Survey exist within the boundaries of the Survey Area (Figure 1).

The Conditions Survey did not evaluate whether factor (g) listed in the definitions above was present in the Survey Area. Evaluation of conditions of title would require more time and resources than available at the time other conditions were being evaluated.

The Survey Area contains approximately 134 acres and is described in Exhibit A and depicted in Exhibit B. The Survey Area is characterized by vacant commercial buildings, deteriorated and dilapidated single-family homes, unkept accessory structures and fences in disrepair. The alleys are not paved, and the weeds grow between the alley ruts. Cracked sidewalks and broken curbs lead to soil erosion that finds its way into our waterways. These conditions are generally located throughout the Survey Area. This Conditions Survey advises PURA to carry out the redevelopment

of the area if an urban renewal plan is approved by City Council. The following pictorial examples demonstrate the conditions described below.

3.1 Slum, Deteriorated, or Deteriorating Structures.

Twenty-one single family home sites in the Survey Area are severely deteriorated and/or boarded up. These homes are often invaded and vandalized. The Regional Building Department has posted, "DO NOT ENTER" signage that is often ignored resulting in illegal trespass and creation of an attractive nuisance in the neighborhood.





















3.2 Predominance of Defective or Inadequate Street Layout.

The Survey Area lacks adequately paved alleys. As a direct result of this, weeds are overgrown, and soil erosion is contaminating the water shed from these alleys and adjoining properties.





3.3 Unsanitary or Unsafe Conditions.

Several of the boarded-up homes serve as an attractive nuisance in the neighborhood, Regional Building has determined that they are not suitable for any occupancy. Given the age of the neighborhood there are many large trees that have died and are expensive for homeowners to remove.





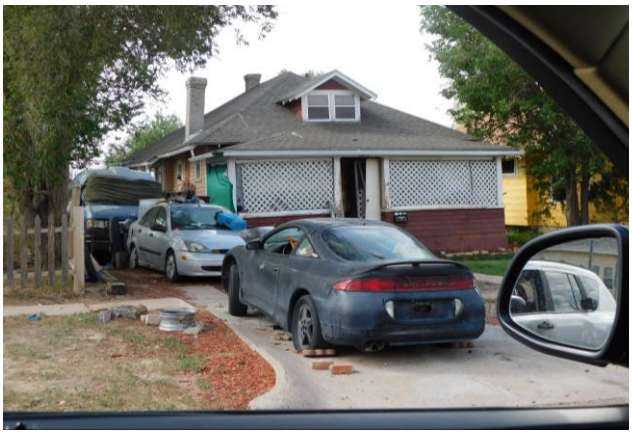




3.4 Deterioration of Site or Other Improvements.

In the neighborhood, there are approximately 218 rental properties. It is observable that the predominance of rental properties has a negative impact to home values and properties that adjoin them. Often, multiple people that are unrelated live in a rental home and there is not adequate parking for their vehicles. It appears that based on the site survey, that renters drive over and break curbing and sidewalks as they park in the front yard and/or the tree lawn.



3.5 Unusual Topography or Inadequate Public Improvements or Utilities.

Unimproved alleys, broken or non-existent curbing, cracked sidewalks and erosion are prevalent in the Study Area.




3.6 The Existence of Conditions that Endanger Life or Property by Fire or Other Causes.

The empty and dilapidated buildings in the neighborhood are a fire hazard. The abandoned buildings may be fairly classified as an attractive nuisance. All the conditions listed in Subsection 3.3 also qualify under this factor in accordance with Section 31-25-107(1)(c)(I) of the Act.





3.7 Buildings that are Unsafe or Unhealthy for Persons to live or Work in Because of Building Code Violations, Dilapidation, Deterioration, Defective Design, Physical Construction, or Faulty or Inadequate Facilities.

There are many homes that violate local building codes and are dilapidated, deteriorated, and defective in design and construction. Twenty-one homes are boarded up and possess inadequate facilities that provide a safe, healthy environment for persons to live or work safely. The conditions listed in each of the forgoing Subsections 3.1 through 3.6 also qualify under this factor in accordance with 31-25-107(1)(c)(I) of the Act.





3.8 The Existence of Health, Safety, or Welfare Factors Requiring High Levels of Municipal Services or Substantial Physical Underutilization or Vacancy of Sites, Buildings, or Other Improvements.








As set forth in previous Subsections, the existence of dilapidated, abandoned buildings, dangerous conditions, environmental contamination, deterioration and lack of site improvements, inadequate alleys and other public infrastructure will require high levels of municipal services and public proceeds. The deteriorated and unsafe physical condition of the Survey Area results in substantial

physical underutilization of the site and existing buildings, primarily because of the extensive blight factors that exist throughout the Survey Area.

4.1 SUMMARY

The Conditions Survey shows that eight of a possible eleven factors listed in the Act are present in the Survey Area. This documentation will support the designation of the Area as a "blighted area" if the City Council elects to designate it as an urban renewal area under the Act.

EXHIBIT A

LEGAL DESCRIPTION

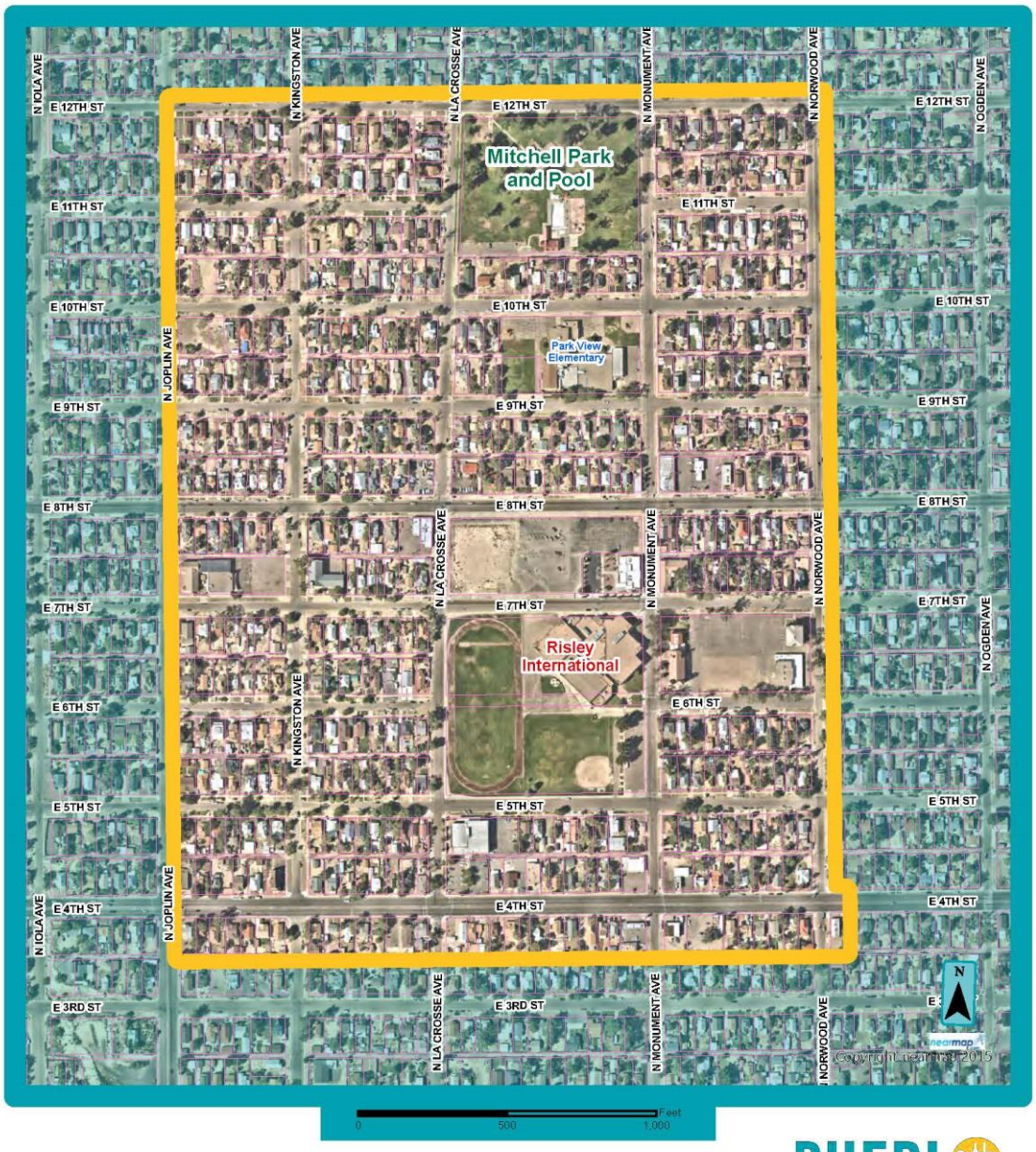
This Urban Renewal Area contains approximately 134 acres. The location and boundaries may be generally described as:
All of Faris and Gartley Addition to the City of Pueblo;
AND
All of Dr. Owen Heights Subdivision;
AND
All Lots of located within Blocks 1 to 9 both inclusive, and all streets and alleys 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



City Clerk's Office Item # M-7

BACKGROUND PAPER FOR PROPOSED RESOLUTION

COUNCIL MEETING DATE: March 28, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

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

SUBJECT: A RESOLUTION ADOPTING AND APPROVING STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS FOR THE CITY OF PUEBLO, COLORADO DATED MARCH 28, 2022

SUMMARY:

This Resolution adopts the Standard Construction Specifications and Standard Details for the City of Pueblo, Colorado, dated March 28, 2022.

PREVIOUS COUNCIL ACTION:

City Council adopted the current Standard Construction Specifications and Standard Details (the Standards) for the City of Pueblo, Colorado, Resolution No. 8155, on June 9, 1997.

Subsequently, the Standards were revised by Resolutions 9225, 10129, 10349 and 14332 on February 26, 2001, May 24, 2004, March 28, 2005, and December 23, 2019, respectively.

BACKGROUND:

The Public Works Department – in coordination with other departments responsible for managing the City's public infrastructure systems – develops construction standards and specifications that apply to all City projects. The Standards also apply to construction work performed by developers and builders responsible for constructing public improvements in residential, commercial, and industrial developments within the City.

These standards ensure that public infrastructure can safely meet the needs and demands of the public; that the City remains in compliance with state and federal law; and that the City responsibly approaches the management of the *total life-cycle cost* of constructing, operating, and maintaining its infrastructure systems. The Standards generally do not specify *what types* of improvements must be constructed for a given

project, but they do address the required quality, materials, dimensions, capacities, and other physical and functional characteristics for public infrastructure systems.

City staff from each of the departments that manage and operate public infrastructure have worked diligently since January 2021 to review each section to ensure that the document is aligned with industry standards; that required materials, designs, and construction practices meet the public's needs; and that all specified materials are readily available in the local marketplace. Staff also compared the City's Standards with those of state agencies and other municipalities along the Front Range to ensure that the revised Standards would not create any competitive disadvantage for Pueblo's continuing development as compared to neighboring cities and communities.

FINANCIAL IMPLICATIONS:

Not applicable.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Since October, the Public Works Department staff has engaged with the Committee on Community Development (made up of local engineers, designers, builders, developers, representatives from PEDCO, and City Council members) to review and provide feedback on the updated content. Meetings and discussions have also been held with local material suppliers. Feedback received as a result of these interactions has been considered and appropriate revisions have been made throughout the review process.

The Public Works Department desires to continue working with the Committee and other stakeholders on an annual basis to discuss specific areas of concern and any issues that may arise over time with respect to the Standards.

ALTERNATIVES:

The existing Standard Construction Specifications and Standard Details will remain in effect if the Resolution is not approved.

RECOMMENDATIONS:

Approval of the Resolution.

Attachments:
Standard Construction Specifications and Standard Details for the City of Pueblo, Colorado dated March 28, 2022.

RESOLUTION NO._____

A RESOLUTION ADOPTING AND APPROVING STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS FOR THE CITY OF PUEBLO, COLORADO DATED MARCH 28, 2022

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

SECTION 1.

Pursuant to and in furtherance of sections 4-2-2 (8), 12-3-1, 12-4-7 (J)(2), 12-4-7 (J)(5)(b), 12-4-7 (J)(5)(c), 12-4-7 (J)(8), 12-6-5 (f), and 12-6-9 of the 1971 Code of Ordinances of the City of Pueblo, as amended, and upon recommendation by the City Engineer, City Council does hereby adopt and approve the Standard Construction Specifications and Standard Details for the City of Pueblo, Colorado, published March 28, 2022 by the Department of Public Works, a true copy of which is attached hereto and made a part hereof by reference (hereinafter referred to as the "Standard Specifications").

SECTION 2.

City Council declares that the design and construction of all public improvements within the public rights-of-way, or on private property where required by a subdivision improvement agreement, shall be performed and installed in conformance with said Standard Specifications and all other provisions of Title 12 of the 1971 Code of Ordinances, as amended.

SECTION 3.

City Council declares that all excavations and backfills within the public rights-of-way shall be performed in conformance with the applicable provisions of said Standard Specifications, and all other provisions of Title 12 of the 1971 Code of Ordinances, as amended.

SECTION 4.

After adoption of this Resolution, a true copy of the Standard Specifications shall be maintained on fire in the office of the City Clerk for public inspection. Copies of the Standard Specifications shall be made available through the City's Department of Public Works.

SECTION 5.

This Resolution and the Standard Construction Specifications and Standard Details hereby approved and adopted amend and supersede in their entirety Resolution Numbers 8155, 9225, 10129, 10349 and 14332 and the prior Standard Construction Specifications and Standard Details including all revisions previously adopted by said Resolutions.

SECTION 6.

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

SECTION 7.

This Resolution shall become effective immediately upon final approval.

INTRODUCED: March 28, 2022

BY: _____
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

STANDARD CONSTRUCTION SPECIFICATIONS
AND
STANDARD DETAILS

FOR

CITY OF PUEBLO, COLORADO



DEPARTMENT OF PUBLIC WORKS
211 EAST “D” STREET
PUEBLO, COLORADO

TELEPHONE: (719) 553-2295
WWW.PUEBLO.US

REVISED: MARCH 28, 2022

PREFACE

The specifications contained herein have been prepared by the Department of Public Works of the City of Pueblo in accordance with Title XII of the 1970 Code of Ordinances, and adopted by Resolution Number _____ of the City Council.

These specifications shall apply to the construction of all public improvements within the public right-of-way of the City of Pueblo, City owned property, and to those improvements on private property which have been made a requirement of any subdivision improvement agreement.

Methods of measurement and payment specified herein shall only apply to City contracts.

Where the term “Engineer” is used in these specifications it shall mean the Director of Public Works or his authorized representative.

TABLE OF CONTENTS

Abbreviations

Accuracy

Standard Specifications

- Article 4 Concrete
- Article 5 Reinforcement for Structural Concrete
- Article 6 Aggregate Base Course
- Article 7 Earthwork
- Article 8 Pavement
- Article 9 Traffic Control
- Article 10 Landscaping
- Article 11 Sanitary Sewer
- Article 12 Storm Sewer

Standard Details

- SD1 Typical Street Intersection
- SD1.2 Square Pan and Cross Pan Detail
- SD2 Concrete Curb and Gutter, Double Gutter and Cross Pan
- SD3 Attached Sidewalk Details
- SD4 Typical Alley Approach & Driveway Detail for Setback Walk
- SD5 Typical Alley Approach & Driveway Detail for Attached Walk
- SD6.1 Attached Sidewalk Curb Ramp Detail (Type A)
- SD6.2 Detached Sidewalk Curb Ramp Detail (Type B)
- SD6.3 Radial Curb Ramp Detail (Type C)
- SD6.4 In-Line Curb Ramp Detail (Type D)
- SD6.5 Tactile Warning Band Detail
- SD7 Expansion Joint Detail
- SD8 Sidewalk Drain Detail
- SD9 Joint Placement & Width Standards for Walk, Curb & Gutter, and Alleys

SD10.1	General Requirements for Driveways
SD10.2	Knuckle and “T” Intersection Detail
SD11	Cul-De-Sac Detail
SD12	Manhole and Valve Adjustment Detail
SD13.1	Cast-in-Place Type “S” Inlet
SD13.2	Standard Radial Catch Basin
SD14	Pre-Cast Type “S” Inlet
SD15	Storm Manholes
SD16	Storm Sewer Trench Detail
SD17	Type III Standard Manhole
SD18	Grated Inlet Type 13 (Multiple)
SD19	Grated Inlet Type 13 (Single)
SD20	Standard Type III Barricade
SD21	Sanitary Sewer Trench Detail
SD22	Sanitary Sewer Manhole Details
SD23	Sanitary Sewer Manhole Details
SD24	Manhole Details
SD25	Manhole, Inlet Ring, & Cover Detail
SD26	Sewer Details
SD27	Right of Way Monument Standard
SD28	Curb Side Mailboxes
SD29	Type “W” Inlet
SD30	Sanitary Sewer Main Cleanout Detail
SD31	Alternative Storm Manhole for 18” to 48” Pipe

ABBREVIATIONS

Whenever in these specifications the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows. Reference to a specific standard or specification shall mean the latest edition or amendment in effect on date of invitation to bid. In those cases where work is being performed which is not contracted for directly by the City, then the latest standard in effect at the time the work is being done shall apply.

AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ADA	Americans with Disabilities Act of 1990
ADAAG	Americans with Disabilities Act Accessibility Guidelines
AI	Asphalt Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
ATSSA	American Traffic Safety Services Association
AWG	American Wire Gauge
AWS	American Welding Society
BMPS	Best Management Practices
CBR	California Bearing Ratio
CDOT	Colorado Department of Transportation
CDPHE	Colorado Department of Public Health and Environment
CFRP	Carbon Fiber Reinforced Polymer
CLSM	Controlled Low Strength Materials
CRS	Colorado Revised Statutes, 1973 as amended
CRSI	Concrete Reinforcing Steel Institute

CY	Cubic Yard
FRP	Fiber Reinforced Polymer
GFRP	Glass Fiber Reinforced Polymer
GPH	Gallons Per Hour
HP	Horsepower
ISSA	International Slurry Surfacing Association
LP	Pound
LL & PI	Liquid Limit / Plasticity Index
MPH	Miles Per Hour
MUTCD	Manual of Uniform Traffic Control Devices
NACE	National Association of Corrosion Engineers
NSF	National Sanitation Foundation
NTPEP	National Transportation Product Evaluation Program
O.D.	Outside Diameter
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PLS	Pure Live Seed
PSIG	Pound Per Square Inch Gauge
PVC	Polyvinyl Chloride
RAP	Recycled Asphalt Product
RC	Recycled Concrete
RE	Removability Modulus
SWMP	Stormwater Management Plan
UL	Underwriter's Laboratories
WWPA	Western Wood Products Association

MEASUREMENT AND CALCULATED QUANTITY ACCURACY

All quantities for payment shall be field measured (where applicable), calculated and rounded to the degree of accuracy given below.

UNIT	ACCURACY
Lump Sum (%)	x.
Each	x.
Linear Foot	x.x
Square Feet	x.x
Square Yard	x.x
Cubic Yard	x.x
Gallon	x.
Ton	x.x
Acre	x.x

Rounding of numbers shall be as follows:

0.1 thru 0.4 - round down to zero
0.5 - round up if it makes the whole number even, down if the whole number is even
0.6 thru 0.9 - round up to next whole number

Examples: 93.3 rounds to 93
93.5 rounds to 94
94.5 rounds to 94
93.7 rounds to 94

ARTICLE 4
CONCRETE

4.1 GENERAL

4.1.1 DESCRIPTION

The work under this section shall consist of the furnishing of all labor and materials necessary for the placing and finishing of concrete in accordance with these specifications and conforming to the lines, grades, and dimensions shown on the drawings (approved by the Engineer) or the City Standard Details. Concrete shall consist of Portland cement, fine and coarse aggregates, and water, together with any specified additives or admixtures proportioned and mixed in conformity with the following specifications.

4.1.2 SUBMITTALS

4.1.2.1 General

Concrete submittals outlined below are required on all City contracts and any other project within the public right-of-way. All ready-mix suppliers furnishing concrete for placement within any City right-of-way shall furnish to the City once every two years, concrete mix designs for concrete intended to be used for placement within the right-of-way.

4.1.2.2 Mix Design

Unless a mix design has been previously approved as required under Section 4.1.2.1, the Contractor shall submit copies of all concrete mix designs to the Engineer for approval prior to placing any concrete. Separate mix designs shall be submitted for each type of concrete to be used in the project. Submittals shall include all information used in designing mixes, including admixture manufacturer's information.

4.1.3 QUALITY ASSURANCE

4.1.3.1 Plant Access

The Engineer shall be allowed access to the ready-mix batching plant at all times that the work is in progress. If required by the Engineer, samples of all concrete ingredients may be taken at the plant.

4.1.3.2 Record of Work

The Contractor shall keep a written record listing approximate locations, time and date of placement of all concrete for the project. Such record shall be kept until completion of the project and shall be available to the Engineer for review at any time.

4.1.3.3 Codes and Industry Standards

The Contractor is responsible for ensuring that all materials, formwork, and finishes comply with all applicable codes and industry standards as prescribed by ASTM, AASHTO, and/or ACI.

4.2 MATERIALS

All concrete shall be ready-mixed conforming to AASHTO M 157-13 (2017). No jobsite mixed concrete will be permitted unless written permission is granted by the Engineer.

4.2.1 GENERAL

4.2.1.1 Cement

Portland Cement shall conform to the specifications for Portland Cement (ASTM C-150) and specifications for air-entrained Portland Cement (ASTM C-175 or C-595) and shall otherwise be Type II cement unless sulfate conditions allow otherwise. Refer to Table 2.2.3 in Chapter 2.2 of ACI 201 for cement recommendations for sulfate resistances. In addition to the standard chemical requirements for Portland cement in ASTM C-150, the maximum percent of alkali shall be specified in Table 2 of ASTM C-150 for low alkali cement. Other types of cement or admixtures are only to be used upon approval by the Engineer.

Type II (6 Sack), Type IP, or Type IL is required for all sidewalks, driveways, curb and gutter, drainage pans, headwalls, wingwalls, and concrete paving. Type II (7 Sack), Type IP (HS), Type IL (HS) (in lieu of type V cement) will be acceptable for cast-in-place inlets, and cast-in-place manhole bases. Type II (7 Sack), Type IP (HS), or Type IL (HS) is required for all *precast* box culverts, inlets, manhole bases, manhole barrel sections, and manhole cone sections.

4.2.1.2 Fly Ash and Natural Pozzolan FLY

Use of fly ash or natural pozzolan (ASTM C-618 **Class F; or Class N**) for a partial substitute (25% maximum by weight) for Type II, Type IP (HS) or Type V cement may be used with written permission from the Engineer. Fly ash or natural pozzolan shall conform to the requirements of ASTM C-618 – **Class F** or **Class N,** respectively. Cement containing **Class C** fly ash shall not be used for any concrete for use wherever these specifications are applicable.

4.2.1.3 Aggregate

(a) Fine Aggregate

Fine aggregate shall conform to ASTM C-33. Fine aggregate shall be natural sand composed of clean, hard, durable, uncoated grains, preferably of siliceous materials. Fine aggregate shall be thoroughly washed to remove shale, coal, mica, clay, loam, alkali, organic matter, or other deleterious matter.

(1) Deleterious Substances. The amount of deleterious substances in the washed aggregate shall not exceed the values in Table 4.1

Table 4.1. Maximum amount of deleterious substances in the washed fine aggregate

Material	ASTM	Limit
Material finer than 200 mesh sieve	C117	3% by weight
Shale	Petrographic analyses	1% by weight
Coal & Lignite	C123	0.5% by weight
Clay lumps and friable particles	C142	3% by weight
Organic Impurities	C40	Plate 3
Sulfate Soundness	C88	10% by weight (Sodium Sulfate) 15% by weight (Magnesium Sulfate)

The sum of the percentages of the above deleterious substances shall not exceed 5% by weight.

(2) Gradation. Fine aggregate shall be well graded and conform to AASHTO M6 as shown in CDOT Specifications Section 703, Table 703-1 and Table 4.3 below.

(b) Coarse Aggregate

Coarse aggregate shall conform to ASTM C-136. Coarse aggregate shall consist of crushed limestone, trap rock, granite, washed gravel, or other approved inert materials having clean, hard, strong, durable pieces, free from adherent coating, and conforming to the requirements of these specifications. Coarse aggregate shall be thoroughly washed of clay, loam, bark, sticks, alkali, organic matter, shale, coal, mica, or other deleterious material.

(1) Deleterious Substances. The amount of deleterious substances in the washed aggregate shall not exceed the values in Table 4.2.

Table 4.2. Maximum amount of deleterious substances in the washed course aggregate

Material	ASTM	Limit
Material finer than 200 mesh sieve	C117	1% by weight
Lightweight fragments (specific gravity < 2.4)	C123	3% by weight
Coal and lignite (specific gravity < 2.4)	C123	0.5% by weight
Clay lumps and friable particles	C142	3% by weight
Abrasion	C131/C535	50% by weight
Sulfate Soundness	C88	12% by weight (Sodium Sulfate) 18% by weight (Magnesium Sulfate)

Non-aggregate material such as wood, sealant, and backer-rod are considered deleterious substances. The sum of the percentages of the above deleterious substances shall not exceed 5% by weight.

(2) Gradation. Coarse aggregate shall be well graded and conform to AASHTO M43 and CDOT Specifications Section 703, Table 703-1. The gradation shall be in compliance with designation No. 67 per Table 4.3.

Other gradations may be used when approved by the Engineer.

Table 4.3 Concrete Aggregate Gradation Table (Percent Passing Sieve Sizes)

Sieve Size	Fine aggregate No. M6, Class A	Coarse aggregate No. 67
1”	-	100%
3/4”	-	90-100%
1/2"	-	-
3/8”	100%	20-55%
No. 4	95-100%	0-10%
No. 8	80-100%	0-5%
No. 16	50-85%	-
No. 50	10-30%	-
No. 100	2-10%	-

4.2.1.4 Air Entraining Admixtures

All air-entraining admixtures shall comply with AASHTO M-154.

4.2.1.5 Chemical Admixtures

All chemical admixtures for concrete shall comply with AASHTO M-194. The use of calcium chloride as an accelerator is prohibited.

4.2.1.6 Water

Water used in mixing, curing, or other applications shall be reasonably clean and free of oil, salt, acid, alkali, sugar, vegetable matter, or any other substance injurious to the finished product. Concrete mixing water shall comply with ASTM C1602. Water known to be of potable quality may be used without further testing.

4.2.1.7 Curing Materials

Curing materials shall conform to the requirements in Table 4.4.

Table 4.4 Concrete curing materials

Material	Requirement
Burlap Cloth made from Jute or Kenaf	AASHTO M-182
Liquid Membrane-Forming Compounds for Curing Concrete	ASTM C309
Sheet Materials for Curing Concrete	AASHTO M-171*

*Only the performance requirements of AASHTO M-171 shall apply.

4.2.1.8 Expansion Joint

Expansion joints shall be constructed with 1/2″ preformed expansion joint filler, conforming to Federal Specifications MR-F-341 or wood board conforming to AASHTO Designation M-90.

4.2.1.9 Joint Sealant, Backer Rod & Expansion Joint

The joint sealant for all sawed longitudinal and transverse joints shall be a silicone joint sealant meeting ASTM D5893. ASTM C1193 provides guidance for use of joint sealants.

Blocking medium shall be an expanded closed cell polyethylene foam backer rod or non-plastic rope that is compatible with the joint sealant material and meets ASTM C1330, Type C or ASTM D5249.

Polyethylene expansion joint materials shall be flexible, low density, expanded extruded polyethylene plank formed by the expansion of polyethylene base resin, extruded as a multicellular, closed cell, homogeneous foamed polyethylene. Laminations shall not be permitted. The joint material shall conform to ASTM D1751, ASTM D1752, or ASTM D8139.

4.2.2 QUALITY OF CONCRETE

The proportioning of aggregate to cement shall be such as to produce a good workable mix and the slump shall be a maximum of 5″ as per ASTM C-143 or as approved by the Engineer. The equipment for batching of the aggregates, cement, water, and air-entraining agent shall be such that accurate control can be held over the various constituents.

Ready-mixed concrete shall comply with ASTM C-94 for ready-mixed concrete and the following specifications:

4.2.2.1 Time of Haul

Concrete transportation in truck mixers or truck agitators shall be delivered to the site of work and completely discharged within a period of 90 minutes after the cement comes in contact with the mixing water or with the combined aggregates when the combined aggregates contain free moisture in excess of 2% by weight. If hot weather exists causing the temperature of the concrete to rise above 90° F, then the time of haul shall be within a period of 60 minutes.

4.2.2.2 Production and Delivery

The production and the delivery of ready-mixed concrete shall be such that placing and finishing shall be continuous in so far as the operations require.

4.2.2.3 Concrete Mix Design

Concrete mix shall be designed per Tables 4.5, 4.6 or 4.7 based on the design criteria

Table 4.5. 6-Sack Concrete Mix

Specification	Requirement
Specified Compressive Strength at 28 Days	4,000 PSI
Minimum Cement Content per Cubic Yard	564 LBS (6 Sack)
Maximum Water/Cement Ratio by Weight	0.45
Air Content	6% +/- 1.5%
Slump	3″ – 5″

Table 4.6. 7-Sack Concrete Mix

Specification	Requirement
Specified Compressive Strength at 28 Days	4,500 PSI
Minimum Cement Content per Cubic Yard	658 LBS (7 Sack)
Maximum Water/Cement Ratio by Weight	0.45
Air Content	6% +/- 2.0%
Slump	3″ – 5″

Table 4.7. Caisson Concrete Mix

Specification	Requirement
Specified Compressive Strength at 28 Days	4,000 PSI
Minimum Cement Content per Cubic Yard	610 LBS/CY
Maximum Water/Cement Ratio by Weight	0.45
Air Content	N/A
Slump	6″ – 9″

See CDOT specification 601.02, Class BZ for additional requirements.

4.2.3 CONTROLLED LOW STRENGTH MATERIALS (CLSM)

The term CLSM used in this Section shall mean the same as Removable CLSM or flowable backfill. This material is covered in detail due to the many time saving and engineering benefits of this type of backfill material. CLSM does not need compacting, or moisture density compaction testing. Only a few physical tests of the CLSM properties are needed to assure durability and future removability with light excavating equipment. A low strength is desired so that surrounding utilities or structures will be accessible without causing damage if the CLSM must be removed in the future. Air entrainment is required to prevent damage and heave displacement of trench patches due to freeze-thaw damage.

In addition, CLSM may be used for other applications apart from trench or street cut backfill. These include filling voids due to pipe abandonment or undercutting of excavation in caving or normal soils. CLSM offers quick restoration of the trench and improving other subgrade conditions for roadway or structure support in a rapid time frame without the need for traditional soil backfill testing requirements or when a quick strength is needed to support upper layers. These benefits may outweigh the extra costs vs. using traditional methods that require compaction and testing.

Other applications include: backfilling behind retaining walls and abutments, filling void areas including pipe abandonment, annular spaces, undercut areas and other approved void filling applications. Other suitable applications include structural support for utilities and replacement of unstable subgrade during pavement repairs. Utility types that can utilize CLSM include: conduits or pipes for electrical, wired or fiber optic communications, traffic signal or other utilities such as gas and water lines, sanitary and storm sewer lines, and other types of utilities under

existing pavements or ground surfaces to be built upon or improved later.

The objectives of requiring the use of the CLSM specified below, instead of reusing excavated soils, is to provide a self-leveling, frost heave-resistant, non-settling, controlled low-strength material (defined by American Concrete Institute in ACI 229 as a CLSM), that does not normally require compactive effort and compaction testing. Traditional use of compacted soil or aggregate materials for trench backfill shall require City approval and testing for acceptance.

4.2.3.1 Requirements for CLSM

This requirement specifies two distinct CLSM material products: Flashfill and Flow-Fill. The Flashfill products will allow trench backfill, temporary or permanent pavement restoration and traffic access to occur more quickly than Flow-Fill. The term 'CLSM' in this section shall mean either or both.

A **high slump** is required to aid in the self-leveling and void filling objective. The visual consistency may appear to range in appearance from thin batter or mud, to thick water. It must be foremost removable with light machinery in the future, and also quickly stable to support paving operations and traffic.

Minimum air contents are required in the top 4' of CLSM fill to limit permanent frost heave. This air content requirement should be used for the entire depth, to aid in the ability to remove or excavate CLSM in the future. The air content requirement may be forbidden by some utility applications, such as for thrust blocks or for pipe bedding normally used for lateral support of pressurized pipes.

A **Removability Modulus (RE)** is specified at a maximum 1.5 and is based on compressive strength and unit weight of the CLSM backfill.

4.2.3.2 CLSM Materials

(a) Flow-Fill

Shall consist of a controlled low strength, self-leveling concrete material composed of various combinations of cement, fly ash, aggregates, water, chemical admixtures and/or cellular foam for air-entrainment. Generally, Flow-Fill may be placed in a maximum of 3′ thick layers, allow bleed water to rise and divert away from placement before another layer may be added.

The Flow-Fill shall be limited to a maximum Removability Modulus of 1.5 to ensure ability to excavate in the future. Slumps of less than 7″ will not be permitted for placement, since the flowability to fill voids and avoid future settlement is impaired, and strengths may increase beyond specified removability limits.

Submit a mix design for approval by the City Engineer, prior to placement. The mix design shall be supported by laboratory test data verifying compliance with air content, slump, strength, and removability (RE) requirements.

Table 4.8. Flow-Fill requirements

Flow-Fill property	Flow-Fill specification
Air Content, ASTM C-231	15-25%
Compressive Strength, ASTM D-4832	125-150 psi at 28 days
Slump, ASTM C-143	7-10″
Removability Modulus, RE	1.5 MAX

See CDOT Section 206 for additional requirements for usage of Flow-Fill.

(b) Flashfill

Flashfill shall consist of a controlled low-strength, self-leveling cementitious material composed of various combinations of fly ash, water, chemical admixtures and/or cellular foam for air-entrainment. No aggregate or sand is usually needed. It shall have a minimum specified air content to provide suitable resistance to frost-heave. Flashfill may generally be placed without lift thickness limits.

Higher strengths may be permitted over Flow-Fill; however, the Flashfill shall still be limited to a maximum removability (RE) of 1.5. Slumps of less than 8″ or spreads of less than 8″ will not be permitted for placement, since the flowability to fill voids and avoid future settlement is impaired, and strengths may increase beyond removability limits.

Submit a mix design for approval by the City Engineer, prior to placement. The mix design shall be supported by laboratory test data verifying compliance with air content, slump, strength, and removability (RE) requirements.

Table 4.9. Flashfill requirements

Flashfill property	Flashfill specification
Air Content, ASTM C-231, or by Section 2D volumetric calculations	15 MIN
Compressive Strength, ASTM D-4832	100-300 psi at 28 days
Slump, ASTM C-143 (one lift, no rodding)	8-11″
Removability Modulus, RE	1.5 MAX
Spread, ASTM D-6103	8-12″, or greater

See CDOT Section 206 for additional requirements for usage of Flashfill.

4.2.4 CURBS AND GUTTERS

4.2.4.1 General

This work shall consist of constructing curbs and gutters of the form and dimensions shown on the plans.

4.2.4.2 Materials

Concrete for construction of combination curbs and gutters shall be a 6-sack mix design per Table 4.5.

4.2.5 SIDEWALK AND CURB RAMPS

4.2.5.1 General

Sidewalks shall be 4″ in thickness and a minimum of 5′ in width for residential and 6′ in width for commercial/industrial, unless approved by the City Engineer. Curb ramps shall be 6″ in thickness. Sidewalks at driveway approaches shall have a minimum thickness of 6″ (residential) and 7″ reinforced (commercial) for the full width. Sidewalks shall have a maximum of 2% cross slope (1:50). All sidewalks and curb ramps shall be constructed to conform to the most current version of the Public Rights-of-Way Accessibility Guidelines (PROWAG) and these specifications.

4.2.5.2 Materials

Concrete for construction of sidewalks and pedestrian ramps shall be a 6-sack mix design per Table 4.5.

4.2.6 CROSSPANS

4.2.6.1 General

Minimum crosspan bases shall be 8′ wide with a 45° angle slope on each side allowing 6′ of exposed concrete surface. The crosspan shall be sloped from each edge to the middle at the slope rate of 1/4″ per foot maximum. The depth of concrete shall be 7″ using #4 @ 18″ O.C. Longitudinal and 24″ O.C. Transverse.

Concrete for construction of crosspans shall be as specified in Section 4.2.2.3. One inch (1″) smooth steel dowls with sleeves or caps shall be installed at expansion joints, and when pouring half pans, spacing shall be @ 1′ O.C. See ARTICLE 5 – STRUCTURAL CONCRETE for specifications.

4.2.6.2 Materials

Concrete for construction of crosspans shall be a 6-sack mix design per Table 4.5.

4.2.7 DRIVEWAY APPROACHES

4.2.7.1 General

Driveway approaches shall be of two types:

(a) Alley & Driveway (Attached Sidewalk). Shall be constructed from cuts in 6″ vertical curb. The curb head shall be transitioned from 6″ to 1-1/2″ at a distance of 4′. See detail SD-5.

(b) Alley & Driveway (Detached Sidewalk). Shall be as the Alley & Driveway (Attached Sidewalk), except the sidewalk is detached and 5′ wide. See detail SD-4.

4.2.7.2 Materials

Concrete for construction of drive approaches shall be a 6-sack mix design per Table 4.5. Depth of concrete shall be 6″, except for commercial driveways in which case the depth shall be 7″ reinforced minimum.

4.3 CONSTRUCTION REQUIREMENTS

4.3.1 GENERAL

(a) All concrete construction in the City right-of-way requires a concrete permit be obtained from the office of the Director of Public Works prior to start of construction. Permits will only be issued to Contractor's possessing a valid concrete license from the Pueblo Regional Building Department. When curb and gutter construction is incidental to a site upon which a building permit has been issued, that Contractor who was issued the building permit may be issued a permit for curb and gutter at the discretion of the Director of Public Works.

(b) Provide ample notice (24-hour minimum) to the Engineer to allow for the examination of all forms and reinforcing before concrete is placed and to observe the placement of all concrete. Concrete may not be placed until approval has been given by the Engineer.

(c) All concrete construction within the City Right-of Way shall be inspected and approved by a City Inspector. Inspections are scheduled by calling (719) 553-2295 or online at www.pueblo.us/PLACE.

(d) This section provides for the operations and construction of concrete combination curbs and gutters, valley gutters, crosspans, driveway approaches, and sidewalks to be constructed within the City right-of-way except patterned concrete median.

(e) No concrete shall be placed adjacent to concrete that has taken its initial set unless the specified expansion joint is provided.

(f) No more concrete shall be poured in one day than can be finished before dark, the same day. No concrete that has begun to set shall be deposited in the forms.

(g) The contractor shall mark in every 50 linear feet of sidewalk and curb & gutter, and in every crosspan, valley gutter and driveway by stamping their name and the year of construction. The stamped letters shall be 1″ high and 1/4″ deep.

(h) When concrete pavement, curb & gutter, crosspans, or sidewalk are removed, the removal shall be to an existing joint or to a sawed joint which is made prior to removal. See Section 4.3.6.4 Sawcutting for specific requirements.

(i) The final edge of asphalt removal for the 2′ cut back shall be along a straight edge line sawed to full depth, prior to removal of the pavement, unless otherwise approved by the City Engineer.

(j) The edges of the concrete or asphalt paving shall extend 1′ beyond the excavation. Where flowable fill is used as backfill, extension is not required.

(k) The final edge of asphalt removal for the 2′ cut back shall be cut along a straight line, in an approved manner, to allow removal without disturbing adjacent asphalt or concrete. When the adjacent asphalt or concrete has been disturbed by the removal process, the Permittee shall replace all disturbed asphalt or concrete as directed by the City Engineer.

4.3.2 EXCAVATION

4.3.2.1 General

Excavation will include excavation of all materials encountered. Excavation shall be made to subgrade elevations and to a width equal to the width of the concrete to be placed plus 2′ beyond the outer edges of the concrete to be placed or as directed by the Engineer.

If, after the excavation has been made to subgrade for the full width required, the top 6″ of the cut have a relative density of less than that required by Section 6.3.3 COMPACTION, it shall be reworked to obtain such density.

4.3.2.2 Excavation of Unsuitable Material

No excavation shall be made below the specified elevation except to remove soft or saturated soils, organic matter or other unsuitable material, as ordered by the Engineer. In the event the Contractor does excavate below the specified elevation, and said excavation was not directed by the Engineer, the excavated material shall be replaced with material satisfactory to the Engineer and shall be thoroughly compact the same, at the contractors expense.

Whenever excavation below the specified elevation to remove soft or saturated soils, organic matter, or other unsuitable material is ordered by the Engineer, the Contractor shall remove same and replace with material acceptable to the Engineer.

The replacement material shall be placed according to Section 6.3.3 COMPACTION.

4.3.6 PREPARATION FOR PLACEMENT

4.3.6.1 General

(a) Before placement, all equipment for mixing and transporting the concrete shall be cleaned, and all debris and ice shall be removed from the places to be occupied by the concrete. Forms shall be thoroughly oiled, and masonry filler units that will be in contact with concrete shall be water saturated (except in freezing weather). The reinforcement, placed according to Article 5 – REINFORCEMENT FOR STRUCTURAL CONCRETE, shall be free of ice, dirt, rust, mill scale, or other coatings.

(b) Water shall be removed from place of deposit before the concrete is placed unless otherwise permitted by the Engineer. All laitance and other unsound material shall be removed from hardened concrete before additional concrete is added.

(c) Preparation prior to concreting includes compacting, trimming, and moistening the subgrade, erecting the forms, and setting the reinforcing steel. A moist subgrade is especially important

in hot weather to prevent extraction of water from the concrete.

(d) Forms shall be clean, tight, adequately braced, and constructed of materials that will impart the desired texture to the finished concrete.

(e) Sawdust, nails, and other debris shall be removed before concrete is placed. Wood forms shall be oiled before placing concrete.

(f) When concrete placed on earth surfaces is necessary, the surfaces shall be free from frost, ice, mud and water.

4.3.6.2 PREPARATION OF SUBGRADE

Where soils are encountered with R-value less than 32, California Bearing Ratio (CBR) less than 15, the soils engineer will decide on the requirement for base course under concrete based upon recommendations contained in the soils report. Select base course materials and/or subgrade shall be compacted to not less than 95% of maximum dry density, in accordance with AASHTO T-99 (Standard Proctor) or 95% of the maximum dry density in accordance with AASHTO T-180 (Modified Proctor) and at the moisture content as specified in the soils or pavement design report. If the moisture content is not specified, soils shall be compacted at +/- 2%.

When the temperature of the surrounding atmosphere is 50° F or above, the sub grade and/or base course shall be lightly moistened immediately before the placement of the concrete. See ARTICLE 7 – EARTHWORK for additional requirements.

4.3.6.3 Removal of Obstructions

Whenever an existing driveway or entrance walk must be removed to provide space for forms, the Contractor shall remove same to the nearest joint, or as the Engineer may direct. A sawed joint shall be required for said removal. Replacement will be done on a unit price basis.

4.3.6.4 Sawcutting

(a) All concrete removal shall be to a sawcut joint unless it can be demonstrated that an existing joint is of such character that removal can be accomplished to a neat line.

(b) Sawcutting will be done to a depth equal to at least half the depth of the concrete.

(c) In no case will a piece of concrete be left which is closer than 5′ to the nearest control joint.

(d) All existing joints other than expansion joints, shall be sawed prior to removal. A sawed joint will not be permitted within 5′ of an existing joint.

(e) Where water service line renewals cross existing concrete sections that have been previously saw-cut to less than 5′ minimum distance to a joint, these sections shall be removed and replaced to meet the 5′ minimum requirement to a joint.

(f) The final edge of asphalt removal for the 2′ cut back shall be cut along a straight line, in an approved manner, to allow removal without disturbing adjacent asphalt or concrete. When the adjacent asphalt or concrete has been disturbed by the removal process, the Permittee shall replace all disturbed asphalt or concrete as directed by the Engineer.

4.3.6.5 Removal of Tree Roots

Whenever a section of concrete is being replaced that has been uplifted by a tree root, the root shall be cut 12″ behind the concrete to prevent the damage from reoccurring. Any roots within 6″ of finished sub grade shall also be removed. If in the opinion of the Engineer, the cutting of the root may seriously injury the tree, then the Engineer may order the removal of the tree. Except for City contracts with a tree removal bid item, the cost of the tree removal shall be at the adjacent property owner's expense. Prior to cutting the tree roots, the Engineer shall be consulted to determine the proper removal of the root and/or tree.

4.3.6.6 Placement on Hardened Concrete

When fresh concrete is placed on hardened concrete, certain precautions shall be taken to secure a well-bonded and watertight joint. The hardened concrete should be fairly level, reasonably rough, clean, and moist. Some coarse aggregate particles shall be exposed and any laitance or soft mortar shall be removed from the top surface of the hardened concrete. For structures requiring more than one lift, the top of the lower course shall be broomed, just before it sets, with a steel or stiff fiber broom. The surface shall be level but heavily scored and free of laitance. It must then be protected and thoroughly cleaned just before the grout coat and top course are placed. Hardened concrete shall be moistened thoroughly before new concrete is placed on it. Where the surface has dried out it shall be saturated for 24 hours. No pools of water shall be left standing on the wetted surface when the new concrete is placed.

4.3.6.7 Placement on Rock

Where concrete is to be placed on rock, all loose material should be removed and the rock should be thoroughly cleaned before concrete is placed. Concrete shall be placed so as to fill all irregularities in its surface.

When rock must be cut out, the surfaces in general should be vertical or horizontal rather than sloping.

4.3.7 FORMS

4.3.7.1 General

Forms shall be thoroughly cleaned of all dirt, mortar, and foreign matter before being used. Unit lengths of forms shall be jointed in advance of the point of placing concrete. Forms that are bent, twisted, warped, broken, or forms that have battered or splintered top faces shall be removed from the job. Repaired forms shall not be used until they have been inspected and approved by the Engineer. The top and face of a form shall not vary from a true plane by more than 1/4″ in 10′.

Wood forms shall be not be less than 1/2" thick after being surfaced. Metal forms shall be approved section and shall have a flat surface on the top of not less than 1-3/4″. Steel stakes shall not be spaced more than 6′ apart. Clamps, spreaders, and braces shall be used where required to ensure rigidity in the forms.

The building of pedestals of earth or other materials upon which to rest the forms in order to bring them to the grade will not be permitted. Sufficient forms shall be provided so that they may remain in place 72 hours or more after the concrete has been placed before it is necessary to move and reuse them. Forms shall be cleaned and oiled before concrete is placed against them. The alignment and grade of forms shall be checked and approved immediately before placing the concrete.

Forms which show a variation exceeding 1/2" from the alignment shall be reset or removed as directed.

Forms for concrete shall be used for all vertical surfaces, mortar type, true to required lines and grades, and of sufficient strength to maintain shape during the placing of the concrete and the mechanical finishing without springing or settling.

4.3.7.2 Removal of Forms

Remove forms in such a manner as to ensure the complete safety of the concrete. Forms in general may be removed from vertical surfaces after 24 hours from the time of placing the concrete and 72 hours for horizontal surfaces (i.e. structural slabs). Additional time may be required as specified in Section 4.3.7.2 PROTECTION IN COLD AND FREEZING WEATHER when directed by the City Engineer. Any damages or injuries resulting from premature formwork removal are the sole responsibility of the Contractor. After the forms have been removed, no honeycomb or minor defects will be acceptable by the City Engineer, unless acceptable repairs are made.

4.3.8 JOINT SEALING

Sealing material shall be applied in strict accordance with the manufacturer’s directions. All expansion joints shall be sealed.

4.3.9 CONVEYING, PLACING AND FINISHING

4.3.9.1 Conveying

Each load shall be accompanied by a batch plant ticket with the following minimum information:

Supplier Name
Date
Truck Number
Project Name
Time Batched
Cubic Yards Batched
Type, and amount of cement
Design Mix Designation

Destination

Concrete shall be conveyed from the mixer to the place of final deposit by methods which will prevent the separation or loss of materials. The practice of moving concrete from one point another by the use of vibrators is expressly forbidden. Vibrators shall be used to consolidate the concrete, not to transport it.

Equipment for tramming, chuting, pumping, and pneumatically conveying concrete shall be of such size and design as to insure a practically continuous flow of concrete at the delivery end without separation of materials.

4.3.9.2 Placing

Concrete shall be placed, as practicable, in its final position to avoid separation due to rehandling or flowing and shall be placed at such a rate that it is at all times plastic. No concrete that has partially hardened or been contaminated by foreign materials shall be deposited on the job site nor shall retempered concrete be used. All concrete shall be thoroughly consolidated during placement. It shall be thoroughly worked around reinforcement and embedded fixtures and into the corners of forms.

Concrete shall not be free dropped from more than 4′.

Concrete shall be placed in horizontal layers of uniform thickness. Minimum layer thickness should be 4″ for flatwork and 6″ for walls and footings.

In depositing concrete against the forms, care shall be taken to work the fine portions of the aggregate surface so as to leave the surface in a uniform and smooth condition.

After placement in the forms, the concrete shall be thoroughly spaded or mechanically vibrated so that there will be no air spaces in the mass. The concrete shall be worked sufficiently to produce a dense mass.

Curb and gutter shall be brought to proper surface by running a straightedge over the steel templates with a sawing motion, so as to fill all holes and depressions.

Crosspans shall be brought to proper surface by wood floating so as to fill all holes and depressions.

Driveway approaches shall be brought to proper surface by running a straightedge over the forms with a sawing motion so as to fill all holes and depressions.

Immediately after using the straightedge, the surface shall be floated with a wood float, trowel led with a steel trowel, and edged with an approved edger. Finishing with a steel trowel shall be accomplished without adding water to the surface. Excessive water, laitance or other inert material shall be floated from the surface.

No more concrete shall be poured in one day than can be finished before dark the same day. No concrete that has begun to set shall be deposited in the forms.

4.3.9.3 Finishing

Just before the concrete takes its initial set, the surface shall first be troweled, then brushed with a soft bristle brush, except that pedestrian ramps shall be brushed with a coarse hair push broom, so as to remove all trowel marks and leave a uniform appearance.

Brushing shall be as follows:

(a) At right angles to the centerline of the sidewalk or curb line,
(b) parallel with the scoring for pedestrian ramps, or
(c) parallel to the center line of the crosspan.

4.3.10 FIELD TESTING

The preparation, handling, storage, and testing procedures of all samples shall be in conformance with the applicable ASTM and AASHTO standards. Field testing may be done by either an independent testing firm, contracted by the City, or hired by the contractor/developer. The testing and frequencies listed in the table below shall be conducted to verify applicable standards and specifications are met.

Table 4.10. Minimum testing requirements

Standard	Requirement
Compressive Strength	One set (5 cylinders) per 100 cubic yards and at least one set per day
Air Content	First three trucks each day, then one test per 50 cubic yards and at least one test per day
Slump	First three trucks each day, then one test 50 cubic yards and at least one test per day
Unit Weight	First three trucks each day, then one test per 300 cubic yards and at least one test per day

Failure of the concrete to pass any of the above tests may be cause for rejection of the load and/or removal of concrete. The Contractor shall furnish the concrete for the tests at no expense to the City. Except for City projects, the expense of testing the concrete shall be paid by the contractor/developer. Privately funded projects within the City of Pueblo right-of-way shall be sampled and tested in accordance with the above table.

Additional cylinders or tests may be required at the direction of the Engineer. If additional tests are required, the financial burden will be borne by the contractor/developer if the testing results fail to meet minimum city specifications. If the testing results meet or exceed the city specifications the additional testing costs will be paid for by the requesting entity.

Compressive strength tests shall consist of a minimum of four standard 6″ diameter by 12″ high test cylinders cast and cured in accordance with AASHTO T-23. Unless otherwise directed by the Engineer, one cylinder shall be broken at the end of seven days, two cylinders shall be broken at the end of 28 days, and the remaining cylinder shall be stored until its disposition is determined by the Engineer.

The Engineer reserves the right to stop all future concrete work when the 7- or 28-day tests

indicate unsatisfactory results, until in the opinion of the Engineer, proper corrective measures have been taken to ensure quality concrete in future work or all corrections deemed necessary have been made.

If the 28-day compressive strength tests produce results less than the specified required minimum compressive strength, then any concrete represented by those tests shall be removed and replaced at the Contractor's expense. In lieu of removal, the Contractor has the option of having additional strength tests taken by an approved laboratory at the Contractor's expense to satisfy the Engineer that the concrete in question has achieved the required strength. The location, number and type of tests shall be subject to review by the Engineer prior to start of testing.

4.3.11 CURING AND PROTECTING

All concrete shall be cured for a period of seven days or until the concrete has reached 80% of the design compressive strength. Concrete shall be kept moist for at least five days after placement. The curing medium used shall be applied so as to prevent checking and cracking of the finish surface of the concrete immediately after the finishing operation is completed, and it shall be maintained so as to prevent loss of water from the surface and edges of the concrete for the entire duration of the curing period.

4.3.11.1 Curing Compounds

If curing compounds are used, they shall be thoroughly agitated during use and shall be uniformly sprayed in a single coat. Application shall be on all concrete surfaces at a rate not to exceed 150 square feet per gallon in place. Application shall be made as soon as all surface water sheen has disappeared from the concrete surface. If concrete surfaces become partially dry, they shall be thoroughly moistened with water immediately prior to the application of the compound. If in the opinion of the Engineer pinholes exist, a second coat shall be immediately applied at right angles to the first in the affected area. Under no circumstances shall curing compound be used on surfaces to which new concrete is to be bonded. All curing compounds shall conform to ASTM C-309.

If, at any time during the curing period any of the forms are removed, a coat of curing compound shall be applied immediately to the exposed surface.

4.3.11.2 Protection in Cold and Freezing Weather

Cold weather is defined as a period when, for more than three consecutive days, the following conditions exists:

(a) The average air temperature is less than 35˚F, and

(b) The air temperature is not greater than 45˚F for more than one half of any 24-hour period.

The Contractor is responsible for the strength and quality of the concrete placed during cold weather. Before starting paving operations, the Contractor shall be prepared to protect the concrete from freezing.

The placing of concrete will be permitted only when the temperature of the concrete placed is between 55˚F and 90˚F. Cold weather concrete placement shall follow the requirements and recommendations of the American Concrete Institute (ACI) 306R-10 (or the most current revision).

Concrete may be placed when the air temperature in the shade is 40˚F and rising. No concrete shall be placed regardless of the present temperature, when the National Weather Service forecast predict weather to be below 32˚F before final set of the concrete unless special means of heating and protection are used. Protection against freezing is the Contractor's responsibility regardless of the weather forecast or climatic conditions at the time of placing.
The Contractor shall protect the concrete from falling below 55˚F surface temperature until the concrete has developed a compressive strength of at least 3,500 psi or 80% of the required 28-day concrete design strength.

During a cold weather period, the Contractor shall measure the internal temperature of the concrete at regular intervals during the curing using automated sensors provided by the Contractor. Data obtained shall be provided to City Engineering Division. The Contractor shall be responsible for the placement, protection, and maintenance of all measuring devices. Locations where measuring devices are installed shall be protected in the same manner as the rest of the concrete.

The following procedures shall be followed if the temperature of the concrete falls below 32°F before the concrete reaches 3,500 psi or 80% of the required 28-day concrete design strength:

(a) The Contractor will take cores at locations designated by the Engineer.

(b) The Engineer will take immediate possession of the cores and submit the cores to a petrographer for examination in accordance with ASTM C856.

(c) All costs associated with coring, transmittal of cores, and petrographic examination shall be borne by the Contractor regardless of the outcome of the petrographic examination.

(d) Pavement damaged by frost as determined by the petrographic examination, shall be removed and replaced at the Contractor's expense.

Under no circumstances shall the placement of concrete be permitted, regardless of temperature conditions, if the supporting ground is frozen or contains frost. Use of salt or other additives to prevent concrete from freezing is not permitted. Concrete that has been frozen will be completely removed and replaced as directed by, and to the satisfaction of, the City Engineering Division. Additional field testing may be directed by the City Engineering Division per Section 4.3.6 of this document.

4.3.11.3 Hot Weather Placement

When the air temperatures are expected to exceed 100˚F, the Contractor shall obtain approval from the Engineer on the procedures to be used in protecting, depositing, finishing and curing of concrete. A concrete retarding agent may be used upon approval of the Engineer. The use of fog sprays is prohibited. The time allowed for hauling and placement shall be reduced to 60

minutes. Concrete shall not be placed when the temperature of the mix exceeds 90˚F. Any concrete placed when the ambient temperature is 100˚F or greater will be at the contractor's risk, regardless of any prior verbal authorization.

4.3.12 PATCHING

Patch all voids, tie holes, honeycombs, or damaged areas. Cut or chip out large defective areas a minimum of 1 ½″ deep or 1 ½″ below the reinforcement, if present, until sound and clean concrete is exposed, and patch as required. Add white cement to patching grout as required to match color of existing concrete where patches are exposed to view.

When allowed by the Engineer, spalls in curb and gutter or sidewalk shall be patched with a product from the CDOT approved list for the appropriate application. Grout color shall match that of concrete being patched. Contractor shall submit Material Data Sheets for City review prior to application.

4.3.13 TRENCH BACKFILL WITH CLSM

Except as otherwise provided or approved by the City, after the pipe or conduit is laid, trenches shall be backfilled with CLSM 24" below the asphalt. The Utility Owner shall dictate any variance to these CLSM separation distances. Where depths of Flashfill exceed 3′ over wastewater mains please contact Pueblo Wastewater or Stormwater Departments for bedding depths.

CLSM should be well mixed and discharged directly from the truck into the space to be filled, or by other methods approved by the City. When used as backfill in the pipe zone, care should be taken to prevent flotation or misalignment of the pipe by means of straps, soil anchors or other approved means of restraint. Material may be placed in stages with initially lesser flowability, to prevent movement or flotation of pipe. CLSM shall not be placed when the trench bottom or walls are frozen or contain frozen materials.

Compaction of CLSM shall not be performed.

The maximum layer thickness for Flow-Fill shall be determined by the Contractor. Additional layers shall not be placed until the backfill has lost sufficient moisture to be walked on without indenting more than 2″. Allow bleed water to rise and divert away from placement area before another layer may be added. Do not place CLSM on top of bleed water or on any water above the bearing layer. Any damage resulting from placing Flow-Fill in layers that are too thick or from not allowing sufficient strength gain time between placement of layers shall be repaired at the CONTRACTOR's expense.

The maximum layer thickness for Flashfill is not restricted except to prevent flowing or running into undesired areas.

Contractor shall observe all other Construction Requirements as provided in CDOT Section 206 for placement of CLSM.

4.3.14 STREET SURFACING AND PATCHING

Placement of pavement materials for vehicle traffic shall not be allowed until the removable CLSM backfill has cured 24 hours (Flow-Fill only) or achieved sufficient resistance to allow paving. CLSM (either type) should be subjected to standard proof roll criteria, or penetration resistance tests. CLSM should achieve a penetration resistance of at least 3.6 tsf (tons per square foot) (equivalent to 50 psi) using a hand-held soil penetrometer, typically pushed to 1/4″ depth, in accordance with the penetrometer manufacturer's instructions. Alternately, penetration resistance shall be considered achieved when a person weighing 100 pounds by use of their body weight as an axial load, cannot penetrate the CLSM backfill with the square cut end of a 1/2″ diameter (#4) steel reinforcing bar.

4.3.15 TOLERANCES

Finished horizontal concrete surfaces shall not vary from a true plane by more than 3/16″ in 10′ and the upstanding face shall not vary from a true plane by more than 1/4″ in 1′. Any concrete not adhering to these tolerances may be rejected by the City and shall be replaced by the Contractor's at expense.

4.3.16 EMBANKMENTS

Embankments shall be constructed of suitable excavated, borrow or select materials approved by the Engineer, placed in successive layers, not greater than 6″ in thickness, parallel to the finished subgrade. Each layer of embankment placed shall contain the amount of moisture necessary to obtain a minimum density outlined in Section 6.3.3 COMPACTION, when thoroughly compacted with the proper equipment.

In fill sections the material shall be placed for the full width of the concrete to be placed plus 2′ beyond the outer edges of the concrete to be placed and shall slope to the existing ground on a 2:1 slope.

4.3.17 POST CONSTRUCTION

4.3.17.1 BACKFILLING AFTER CONSTRUCTION

In fill sections, a 2′ minimum wide berm shall be constructed against the back of the curb or sidewalk if applicable and sloped to the existing ground at a 2:1 slope, unless shown otherwise on the drawings.

In cut sections, a level bench shall extend from the back of the curb a distance of 7′ before the cut slope extending to daylight, or as shown on the drawings. The void behind the back of the curb and gutter shall be backfilled after the removal of the back form and the concrete has attained a minimum strength of 3,000 psi. Care should be exercised during this operation so that the alignment or grade of the sections shall not be disturbed. Any that are shifted, cracked, or in any way damaged, shall be removed and replaced at the Contractors own expense.

4.3.17.2 ASPHALT PATCH

Where asphalt and base have been removed for the gutter face form, the patch shall have a minimum width of 2′ when a cut back is required. The patch shall be constructed using asphalt conforming to the requirements of ARTICLE 8 – PAVEMENT and having an asphalt thickness

equal to that of the adjacent street except that a minimum thickness of 6″ shall be maintained.

4.3.17.3 SITE RESTORATION

Restoration of the area behind the new concrete shall include, but not be limited to replacing sod, shrubs, gravel, asphalt, concrete, irrigation components, and other landscaping items. Restoration is considered subsidiary to the concrete construction and shall not be paid as a separate item, unless noted otherwise in the Special Provisions.

4.3.18 SPECIFIC CONSTRUCTION TYPES

4.3.18.1 CURBS AND GUTTERS CONSTRUCTION

(a) General. No concrete shall be placed if there is not enough to completely fill one complete 5′ curb and gutter section. No concrete shall be deposited adjacent to concrete that has already taken its initial set (90 minutes or older), unless the specified expansion joint is provided.

(b) Expansion Joints. Expansion joints of 1/2″ wide shall be constructed in curbs and gutters at 100′ intervals, at each side of structures, and at the ends of all curb returns; except that expansion joints shall not be installed within 20 feet of an island nose. Expansion joints shall be filled with joint filler strips 1/2″ thick conforming to 4.2.1.8 Expansion Joint requirements. The filler for the joint shall be furnished in a single piece for the full depth and width required for the joint. Filler strips shall be secured to forms or subgrade to avoid displacement while or after concrete is placed; or attached to a bulkhead. Expansion joint filler shall be shaped to the cross section of the curb and gutter. Expansion joints shall be constructed at right angles to the line of curb and gutter.

(c) Contraction Joints. Contraction joints shall be installed every 10′ and shall be insertion of a 1/8″ thick steel template at right angles to the curb and 1-1/2″ deep into the concrete.

(d) Forms. All forms shall have dimensions of the City of Pueblo specified curb and gutter sections. Flexible, curbed, or wood forms of the proper radii shall be used for curbs having a radius of less than 200′.

(e) Finished Work. The work shall be performed in a manner which results in a curb and gutter constructed to specified line and grade and uniform in appearance and structurally sound. Curbs found with unsightly bulges, ridges, low spots in the gutter or other defects shall be removed and replaced at the Contractor’s expense. When checked with a 10′ straightedge, grade shall not deviate more than 1/4″ inch and alignment shall not vary more than 3/8″.

(f) Backfill. Immediately after the curb and gutter have been properly cured, backfill shall be placed and compacted against the back of the curb to the satisfaction of the Engineer, to prevent any movement of the curb and/or gutter during the placing of the street pavement. Placement of asphalt paving shall be no sooner than three days after placing of concrete except when threat of erosive rains exists.

4.3.18.2 SIDEWALK AND CURB RAMPS CONSTRUCTION

(a) Expansion Joints. Transverse expansion joints 1/2″ wide shall be constructed at all sidewalk returns and in-line with expansion joints in adjacent curb. Where curb is not adjacent, expansion joints shall be constructed at intervals of 100′. Expansion joints shall coincide where curb and gutter control joints. Expansion joints shall have joint filler strips placed between or within pours. The filler shall be 1/2″ thick conforming to 4.2.1.8 Expansion Joint requirements. The filler for the joint shall be furnished in a single piece for the full depth and width required for the joint unless otherwise authorized by the AGENCY. The joint filler shall be placed with the top edge 1/4″ below the concrete surface and shall be held in place by means of steel pins driven into the subgrade and spaced sufficiently close to prevent warping of the filler during floating. Upon completion of floating, the pins shall be removed and when finishing operations have been completed, the joint shall be edged with an edging tool having a radius of 1/8″.

(b) Contraction Joints. Contraction joints shall be installed every 5′ and shall be at least 1-1/2″ deep into the concrete.

(c) Tolerance. The top face of the slab shall not vary from the true grade and alignment by more than 1/4″ in 10′ when checked with a straightedge. Slope of the grass portion of the parkway shall be 1/4" to 1-1/2″ per foot above the top of curb. Slope of sidewalk shall be maximum 2% cross slope (1:50). Curb ramps shall have a maximum running slope of 8.33%. The counter slope of the gutter or street at the foot of the ramp run shall be 5% maximum. The maximum difference in grades between the curb ramp and the adjacent gutter pan shall be 13.3%. The transition between the two surfaces shall be flush.

(1) Where applicable, turning spaces shall be provided with the curb ramps and shall have a maximum slope of 2% in all directions (1:50). The counter slope of the gutter or street at the turning space shall be 5% maximum. The maximum difference in grades between the turning space and the adjacent gutter pan shall 13.3%. The transition between the two surfaces shall be flush.

(2) Detectable warnings (Tactile band) shall extend a minimum of 2′ in the direction of pedestrian travel and extend the entire width of the curb ramp. Detectable warnings shall be cast iron castings containing truncated domes. Castings shall comply will all provisions of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the Public Rights-of-Way Accessibility Guidelines (PROWAG) with Supplements.

a. Castings shall be cast-in-place truncated dome tactile system, Neenah R-4984, East Jordan Iron Works 700571 (4′ ramp), 700721 (5′ ramp), or approved equal, at the sizes denoted on the plans. Radial castings shall be East Jordan Iron Works 700621 (20′ radius), 700625 (25′ radius), 700631 (30′ radius) or approved equal, at the sizes denoted on the plans.

b. Finish shall be Natural Patina or Colonial Red (FED 20109).

(3) Sidewalk, curb ramps, and portions of the curb that are determined to be out of the acceptable tolerances shall be removed and replaced by the Contractor at no additional cost to the City.

4.3.18.3 CROSSPANS

Expansion Joints. Expansion joints shall be placed completely through the section at 50′ intervals and at curb returns. One-inch (1”) smooth steel dowels with sleeves or caps at 2′ centers shall be placed in the joint.

4.3.17.4 DRIVEWAY APPROACHES

Expansion Joints. Shall be placed between drive approaches and either existing sidewalk or driveway beyond the property line.

4.4 METHOD OF MEASUREMENT

4.4.1 CURB AND GUTTER

Curb and gutter be measured in linear feet.

4.4.2 SIDEWALK AND CURB RAMPS

All sidewalk and pedestrian ramps shall be measured in square feet.

4.4.3 CROSSPANS

Crosspans shall be measured in square feet.

4.4.4 DRIVEWAY APPROACHES

Driveway approaches shall be measured in square feet.

4.5 PAYMENT

4.5.1 CURB AND GUTTER

Shall be paid for at the contract unit price, per linear foot, for the actual length of authorized curb and gutter constructed. This item includes all materials such as concrete, forming and form removal, finishing and curing of concrete, grading, compaction, and any other work items required by the plans and specifications.

4.5.2 SIDEWALK AND CURB RAMPS

Payment will be based on the number of square feet constructed in place at the contract unit price per square foot, unless otherwise noted in the bid proposal.

4.5.3 CROSSPANS

Shall be paid for at the contract unit price for each unit actually installed. Each gutter apron with monolithic curb radius shall be paid for separately. This item includes forming and form removal, purchase and placement of concrete, finishing and curing of concrete, grading, compaction, and any other work items required by the plans and specifications.

4.5.4 DRIVEWAY APPROACHES

Driveway Approaches shall be paid for at the contract unit price for each unit actually installed. This item includes forming and form removal, purchase and placement of concrete, finishing and curing of concrete, grading, compaction, and any other work items required by the plans and specifications.

ARTICLE 5

REINFORCEMENT FOR STRUCTURAL CONCRETE

5.1 GENERAL

5.1.1 DESCRIPTION

The work under this section includes the furnishing of all labor and materials necessary for the construction (placement) of the reinforcement for structural concrete according to the plans and these specifications. Structural concrete shall be defined as mass concrete with reinforcement exceeding 0.3% of concrete cross-sectional area.

5.2 MATERIALS

5.2.1 SUBMITTALS

(a) Engineered shop drawings and schedules shall require original Colorado engineer's or architect's stamp, for all reinforcement.

(b) The submittals shall be made in ample time to be reviewed, and to permit corrected drawings to be delivered to the Engineer a minimum of seven days prior to work.

(c) These drawings shall show the size, number, exact position and spacing of reinforcement and the exact location of all openings, framing, or special conditions affecting the work.

(d) Detailing of reinforcement shall conform to ACI 315.

5.2.2 REINFORCEMENT

The reinforcing bars shall be in conformity with ASTM A-615 SI Grade 40 and Grade 60 and the general notes on the structural drawings. Dowels, conforming to the requirements of ASTM A-15, shall be intermediate grade plain bars rolled from billet stock. Glass Fiber Reinforced Polymer (GFRP) and Carbon Fiber Reinforced Polymer (CFRP) reinforcing bars may be used with prior approval of the Engineer.

(a) Welded Wire Fabric shall not be permitted for use with structures within the City right-of-way.

(b) Fiber-Reinforced Concrete shall not be permitted for use with structures within the City right-of-way.

(c) Reinforcing Bars, #3 to #18, shall conform to AASHTO M31 Grade 60 (ties and stirrups may be Grade 40). Epoxy coated reinforcing shall conform to AASHTO M284.

(d) The usage of GFRP and CFRP shall conform to ACI 440.1R-06 *Guide for the Design and Construction of Structural Concrete Reinforced with FRP Bars (or most current version)*. Do not use CFRP reinforcing bars in contact with steel reinforcing, metal lifting devices or other embedded metal items. Use the nominal diameters, nominal cross-sectional areas, and the

mechanical properties of Fiber Reinforced Polymer (FRP) reinforcing bars in accordance with CDOT Specifications for the design of structural concrete.

5.2.3 CLEANING

Reinforcement, prior to placement of concrete, shall be free from rust, scale, oil, ice, or other coatings that will destroy or reduce the bond, including mortar from previous concrete pours.

5.2.4 MATERIALS FOR ACESSORIES

Where the concrete surface will be exposed to the weather in the finished structure, the portions of all accessories in contact with the formwork shall be galvanized or shall be made of plastic. Where the concrete surface will be exposed to plant water, all accessories in contact with formwork shall be stainless steel or plastic.

5.2.5 EXPANSION DOWELS

Smooth steel dowels conforming to AASHTO M183 with gage metal or PVC sleeves. Size, number and spacing as noted on the drawings.

5.2.6 CONCRETE

Conform to the requirements of ARTICLE 4 - CONCRETE. Calcium chloride shall not be used in reinforced concrete.

5.3 CONSTRUCTION REQUIREMENTS

5.3.1 GENERAL

See Article 4 – CONCRETE for construction requirements for the concrete portion of structural concrete.

5.3.2 REBAR PREPARATION

5.3.2.1 Tie Bars, Bar Supports and Wire Ties

Place reinforcement to maintain minimum coverages as indicated for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

5.3.2.2 Bending

Reinforcement shall be bent cold. **The use of heat in bending bars shall not be permitted.** Bars shall be full length required and accurately bent to details. All bent bars shall be manufactured in accordance with the recommendations of the Concrete Reinforcing Steel Institute (CSRI). No bars partially embedded in concrete shall be field bent except as shown on the drawings or specifically permitted by the Engineer.

5.3.2.3 Placing

Comply with Concrete Reinforcing Steel Institute's (CRSI's) recommended practice for "Placing Reinforcing Bars," for details and reinforcement placement and supports, and as specified. Reinforcement shall be accurately located in forms and firmly held in place before and during the depositing of concrete by means of metallic supports, metal chairs, spacer bars, tie wire or other devices adequate to ensure against displacement during the course of construction.

Exposed reinforcing bars intended for bonding with future extensions shall be protected from corrosion by adequate covering.

5.3.2.4 Preventing Displacement

All reinforcing bars shall be positioned, supported, secured and wired together to prevent displacement by construction loads or the placing of concrete. On ground, and where necessary, supporting concrete blocks shall be used. Over formwork, bar chairs, metal chairs, runners, bolsters, spacers, and hangers shall be furnished, as approved by the Engineer.

5.3.2.5 Offsetting Bars

Vertical bars in columns shall be offset to permit the bars to be adjacent and in contact at splices.

5.3.2.6 Splicing

Wherever it is necessary to splice reinforcement other than as shown on the drawings, the character of the splice shall be approved by the Engineer on the basis of allowable bond stress in the reinforcement at the splice. Splicing shall not be made at points of maximum stress nor shall adjacent bars be spliced at the same point. Laps in tension splices shall be 36-bar diameters or 30-bar diameters in compression, or as specified.

5.3.2.7 Cover

The minimum clear cover for reinforcing steel shall be as specified in ACI 301, Section 5.5, and as shown below, unless otherwise shown on the plans.

Table 5.1. Minimum clear cover

Location	Minimum Cover
Bottom bars on soil bearing foundation and slabs	3″
Bars adjacent to surfaces exposed to weather on earth backfill:	
Bars more than 3/4″ diameter	2″
Bars 3/4″ or less in diameter	1-1/2″
Interior Surfaces: Slabs, walls, joints with 1-3/8″ diameter or smaller bars	3/4″

5.4 METHOD OF MEASUREMENT

The contract quantities to be paid for under this item shall be according to the Article 4 – CONCRETE Section 4.4 METHOD OF MEASUREMENT.

5.5 BASIS OF PAYMENT

The basis of payment shall be according to the Article 4 – CONCRETE Section 4.5 BASIS OF PAYMENT.

ARTICLE 6

AGGREGATE BASE COURSE

6.1 GENERAL

6.1.1 DESCRIPTION

The work under this article shall consist of furnishing, placing and compacting one or more courses of base or sub-base material to provide a firm foundation for subsequent construction. Aggregate base course shall conform with the lines, grades, and cross-sections shown on the plans and shall comply with these specifications.

6.2 MATERIAL

Aggregate for base or sub-base material shall be composed of crushed stone, crushed gravel, or natural gravel which conforms to the quality requirements of AASHTO M 147 (latest revision).

The use of recycled asphalt product (RAP), recycled concrete (RC) not blended or mixed other material, or Fly-Ash blended with Class 6 aggregate base, may not be used unless approved by the City Engineer. At least 50% by weight of the material retained on the No. 4 sieve, and larger, shall have at least one fractured face. This material shall also conform to the following gradation requirements.

Table 6.1. Gradation requirements (Percent Passing Sieve Sizes by weight)

Sieve Size	Sub-base	Base Course	
	Class 1	Class 5	Class 6
4”	-	-	-
3”	-	-	-
2 ½”	100%	-	-
2”	95-100%	-	-
1 ½”	-	100%	-
1”	-	95-100%	-
¾”	-	-	100%
No. 4	30-65%	30-70%	30-65%
No. 8	-	-	25-55%
No. 200 (AASHTO T-11)	3-15%	3-15%	3-12%
Liquid Limit (AASHTO T-89)	35 MAX	30 MAX	30 MAX
Plasticity Index (AASHTO T-90)	6 MAX	6 MAX	6 MAX

The aggregate shall have a Los Angeles Abrasion Test (AASHTO T-96) percentage of wear not exceeding 45% (excluding Class 1). Class 1 material shall have a minimum R value of 69, or a minimum CBR of 40 when tested in accordance with AASHTO T-190 or T-193,

respectively. Class 5 & 6 material shall have a minimum R value of 77, or a minimum CBR of 60.

6.3 CONSTRUCTION REQUIREMENTS

6.3.1 SUBGRADE PREPARATION

Care shall be exercised in the hauling and placing of base/subgrade course materials to avoid segregation of the coarse and fine aggregates and to avoid contamination of the base/subgrade course materials with undesirable materials. Any ruts, holes, defects or soft yielding areas which occur in the subgrade for any cause shall be corrected and compacted to required density and stability before an aggregate base course is placed. These repairs shall be made at the expense of the contractor. Subsequent base course layers shall be placed within 24 hours of the approval of the subgrade or moisture and density shall be reconfirmed at no cost.

6.3.2 PLACING AND MOISTURE CONDITIONING

The aggregate shall be uniformly deposited on the approved subgrade by means of the hauling vehicle with or without spreading devices. Aggregate shall be distributed over the surface to the depth specified on the plans or as established by the City Engineer. The maximum loose lift thickness shall be no more than 8”.

Care shall be exercised in the hauling and placing of the course materials to avoid segregation of the coarse and fine aggregates and to avoid contamination of the course materials with undesirable materials.

After base course materials have been deposited, the course shall be thoroughly blade-mixed to full depth of the layer by alternately blading the entire layer to the center and back to the edges of the road. It shall then be spread and finished to the required cross section by means of a self-propelled tired motor grader.

Water shall be applied prior to and during all blading and processing operations to moisten the material sufficiently to prevent segregation of the fine and coarse particles. Water shall be applied during the compaction in sufficient amounts to assist in compaction and prevent raveling.

The contractor shall be responsible for ensuring that their hauling operations do not cause excessive track out of dirt/mud onto paved streets adjacent to the work zone. All tracked out materials shall be promptly removed by the contractor at their sole expense. At a minimum sweeper operation shall be performed daily.

6.3.3 COMPACTION

Compaction shall be immediately following the spreading operation. If the compacted depth of the course exceeds 6”, the course shall be constructed in two or more layers of approximately equal thickness. The maximum compacted thickness of any one layer shall not exceed 6”.

Each layer shall be compacted to a density of not less than 95& of maximum density in accordance with AASHTO T-180. Field in-place density tests will be in accordance with Table 6.2. The finished surface of each layer shall have a uniform texture. Water shall be uniformly applied over the materials during compaction in the quantity necessary for compaction. Moisture conditions shall be within 1% of optimum moisture content. It is to be expected that a loss of density in the upper portions of the material may occur due to a lapse in time, elements, or other reasons. Moisture conditioning and recompaction to the specified density will be required prior to placement of any subsequent layer and no additional compensation will be allowed for such work. Testing shall be completed within 24 hours of the placement of the next course. Base shall be retested if the next course is delayed beyond 24 hours or if exposed to precipitation.

6.3.4 PROOF ROLL

Prior to placing any base material, the subgrade shall be proof rolled in accordance with ARTICLE 7 – EARTHWORK Section 7.3.15.1. Any unsuitable areas shall be corrected to the satisfaction of the City Engineer.

Prior to placing any pavement, the base shall be proof rolled. Any unsuitable areas shall be corrected to the satisfaction of the City Engineer with density testing provided by the contractor. Following placement of material, if environmental conditions warrant, the material shall be retested for moisture/density and proof rolling at the contractor’s expense.

6.3.5 SURFACE AND THICKNESS TOLERANCES

The surface of the prepared based course material shall be free from depressions exceeding 1/4″ in 10′ when measured with a straight edge. Spot checks should not vary more than 1/2″ up or down from the calculated elevation (plan grade). The surface of the base of sub-base course shall be smooth and true to the established crown, grade and thickness. Any areas not within these tolerances shall be reworked until compliance is achieved. The required compacted thickness shall be as specified on the construction drawings.

6.3.6 QUALITY CONTROL

All samples and tests described herein shall be made in accordance with approved ASTM/AASHTO procedures. The owner/developer shall provide for all testing laboratory services in connection with tests verifying conformance of proposed materials with project requirements. The owner/developer shall also provide for testing laboratory services in connection with tests on materials after incorporation into the project. The costs of any retesting, as required, shall be borne by the Contractor.

Prior to installation of base or sub-base course materials, the owner/developer shall provide the City Engineer with a copy of the R-value test results, gradation analysis, Atterberg Limits (Liquid Limit /Plasticity Index), and moisture/density curve for the proposed base or sub-base course materials. Laboratory testing should be completed on samples taken from the plant site or proposed borrow.

Testing should be completed per the below schedule of testing. If, in the opinion of the City Engineer, the material being used on the jobsite is not at any time in conformance with approved laboratory mix designs or test reports, conformance tests shall be run. If this material does not meet the specifications, testing shall be paid for and the problem shall be remedied at the expense of the Contractor.

During placement of aggregate base and/or sub-base, testing shall be completed on a regular basis to verify specification compliance. Required laboratory testing shall be completed on samples secured from the jobsite.

Table 6.2. Schedule of testing

Testing	Frequency
Gradation Analysis	1/Project Site or material change
Atterberg Limits (LL & PI)	1/Project Site or material change
Moisture/Density Curve	1/Project Site or material change
In-place density tests (AASHTO T-191, 205, 238) Includes thickness measurement	1/200 L.F. per lane

6.4 METHOD OF MEASUREMENT

Aggregate base course construction described herein will be measured as a separate pay item. Measurement shall be volume in cubic yards or by the ton as evidenced by weight tickets for each truckload or fraction thereof.

6.5 BASIS OF PAYMENT

Base course material, when directed by the City Engineer, used as replacement for unsuitable material will be paid as “Subgrade Stabilization” and shall include all costs associated with the excavation, removal and disposal of unsuitable materials and all costs associated with furnishing, placing and compacting the aggregate base material. This payment shall be full compensation for all materials, tools, equipment, and labor necessary to complete the work under this section in accordance with the plans and specifications.

ARTICLE 7

EARTHWORK

7.1 GENERAL

7.1.1 DESCRIPTION

The work to be performed under this section of the specifications shall consist of excavation and disposal of all materials taken within limits of work, construction of embankment, shaping and compaction of street sections, and other sections within the public rights-of-way and public easements as necessary to prepare the subgrade for subsequent construction, as specified herein, and as directed by the Engineer.

7.2 MATERIALS

7.2.1 EMBANKMENT MATERIALS

Embankment material shall consist of earth, sand, or gravel. Embankment materials shall be free from organic matter, frozen soil, ice, snow, mud or other deleterious material. All fill material shall be approved by the Engineer prior to placement.

7.3 CONSTRUCTION REQUIREMENTS

7.3.1 PERMITS

(a) Any excavation within the public right-of-way, including new subdivisions, shall require an excavation permit. This permit shall be obtained from the City of Pueblo Public Works Department office or online at www.pueblo.us/PLACE. Permit fees shall be in accordance with the latest fee schedule, adopted by the City Council. Permits will only be issued to Contractors licensed under the Provisions of Chapter 4, Title XII, of the Code of Ordinances to do excavation work, and who post bonding and insurance certificates as required by sections 12-6-10 and 12-6-11 of the Code of Ordinances. Permits (“no fee”) may be issues for publicly funded projects, state funded projects and/or the Board of Water Works and school districts; however, contractors working for either agency are not exempted from the permit fees.

(b) If the work involves removal and replacement of existing concrete features (curb & gutter, sidewalk, crosspan, etc.), then a concrete permit must be obtained from the City of Pueblo Public Works Department office. Permits will only be issued to licensed concrete contractors.

(c) Where pavement removal is associated with an excavation permit, the applicant shall pay all Pavement Impact Fees as required by Section 12-6-4.1 Pavement Impact Fee of the Pueblo Municipal Code of Ordinances, unless otherwise waived by the Director of Public Works.

7.3.2 GENERAL EXCAVATION

Perform excavation of every type of material encountered within the limits of the project to the lines, grades, and elevations indicated and as specified. Perform the grading in accordance with the typical sections shown and the tolerances specified in paragraph 7.3.17 FINISHING. Transport satisfactory excavated materials and place in fill or embankment within the limits of the work. Excavate unsatisfactory materials encountered within the limits of the work below grade and replace with satisfactory materials as directed. Include such excavated material and the satisfactory material ordered as replacement in excavation. Dispose surplus satisfactory excavated material not required for fill and unsatisfactory excavated material as specified in paragraph 7.3.5 DISPOSAL OF MATERIAL. During construction, perform excavation and fill in a manner and sequence that will provide proper drainage at all times.

7.3.2.1 Ditches, Gutters, and Channel Changes

Finish excavation of ditches, gutters, and channel changes by cutting accurately to the cross sections, grades, and elevations shown on Construction Drawings. Do not excavate ditches and gutters below grades shown. Backfill the excessive open ditch or gutter excavation with satisfactory, thoroughly compacted, material or with suitable stone or cobble to grades shown. Dispose excavated material as shown or as directed, except in no case allow material to be deposited a maximum 4′ from edge of a ditch. Maintain excavations free from detrimental quantities of leaves, brush, sticks, trash, and other debris until final acceptance of the work.

7.3.2.2 Drainage Structures

Make excavations to the lines, grades, and elevations shown, or as directed. Provide trenches and foundation pits of sufficient size to permit the placement and removal of forms for the full length and width of structure footings and foundations as shown. Clean rock or other hard foundation material of loose debris and cut to a firm, level, stepped, or serrated surface. Remove loose disintegrated rock and thin strata. Do not disturb the bottom of the excavation when concrete or masonry is to be placed in an excavated area. Do not excavate to the final grade level until just before the concrete or masonry is to be placed.

7.3.2.3 Drainage

Provide for the collection and disposal of surface and subsurface water encountered during construction. Completely drain construction site during periods of construction to keep soil materials sufficiently dry. Construct storm drainage features (ponds/basins) at the earliest stages of site development, and throughout construction grade the construction area to provide positive surface water runoff away from the construction activity and/or provide temporary ditches, swales, and other drainage features and equipment as required to maintain dry soils. When unsuitable working platforms for equipment operation and unsuitable soil support for subsequent construction features develop, remove unsuitable material and provide new soil material as specified herein. It is the responsibility of the Contractor to assess the soil and ground water conditions presented by the plans and specifications and to employ necessary measures to permit construction to proceed.

7.3.2.4 Dewatering

Dewatering is subject to permitting by the State and shall be conducted according to an approved City of Pueblo dewatering plan through the Stormwater Utility Department.

Control groundwater flowing toward or into excavations to prevent sloughing of excavation slopes and walls, boils, uplift and heave in the excavation and to eliminate interference with orderly progress of construction. French drains, sumps, ditches or trenches are not permitted within 3′ of the foundation of any structure, except with written approval by the City Engineer. Control measures shall be established prior to the time that the excavation reaches the water level in order to maintain the integrity of the in-situ material. While the excavation is open, maintain the water level continuously, at least 2′ below the working level. Operate dewatering system continuously until construction work below existing water levels is complete. In the event of minor ground water conditions being present, it is the contractor's responsibility to dewater prior to compaction.

7.3.2.5 Trench Excavation Requirements

Excavate the trench as recommended by the manufacturer of the pipe to be installed. Slope trench walls below the top of the pipe, or make vertical, and of such width as recommended in the manufacturer's printed installation manual. Provide vertical trench walls where no manufacturer's printed installation manual is available. Shore trench walls, cut back to a stable slope, or provide with equivalent means of protection for employees who may be exposed to moving ground or cave in, as determined by the Contractor's Safety Engineer or other competent person. Excavate trench walls which are cut back to at least the angle of repose of the soil. Give special attention to slopes which may be adversely affected by weather or moisture content. Do not exceed the trench width below the pipe top of 24″ plus pipe outside diameter (O.D.) for pipes of less than 24″ inside diameter, and do not exceed 36″ plus pipe outside diameter for sizes larger than 24″ inside diameter. Where recommended trench widths are exceeded, provide redesign, stronger pipe, or special installation procedures by the Contractor. The Contractor is responsible for the cost of redesign, stronger pipe, or special installation procedures without any additional cost to the City.

(a) Bottom Preparation. Grade the bottoms of trenches accurately to provide uniform bearing and support for the bottom quadrant of each section of the pipe. Excavate bell holes to the necessary size at each joint or coupling to eliminate point bearing.

(b) Removal of Unyielding Material. Where unyielding material is encountered in the bottom of the trench, remove such materials below the required grade and replace with suitable materials as provided in paragraph 7.3.12 FILLING, BACKFILLING AND COMPACTION.

(c) Removal of Unstable Material. Where unstable material is encountered in the bottom of the trench, remove such material to the depth directed and replace it to the proper grade with select granular material as provided in paragraph 7.3.12 FILLING, BACKFILLING AND COMPACTION. When removal of unstable material is required due to the Contractor's fault or neglect in performing work, the Contractor is responsible for excavating the resulting material and replacing it without additional

cost to the City.

(d) Excavation for Appurtenances. Provide excavation for manholes, catch-basins, inlets, or similar structures sufficient to leave at least 12″ clear between the outer structure surfaces and the face of the excavation or support members. Clear rock or loose debris and cut to a firm surface either level, stepped, or serrated, as directed by the Engineer. Remove loose disintegrated rock and thin strata. When concrete or masonry is to be placed in the excavated area, take special care not to disturb the bottom of the excavation. Do not excavate to the final grade level until just before the concrete or masonry is to be placed.

(e) Jacking, Boring, and Tunneling. Unless otherwise indicated, provide excavation by open cut except that sections of a trench may be jacked, bored, or tunneled if, in the opinion of the Engineer, the pipe, cable, or duct can be safely and properly installed and backfill can be properly compacted in such sections. The utility shall be at a cover depth of not less than 48″ unless approved by City Engineer. Equipment to be used and method of installation shall be presented to the City Engineer for approval prior to any installation.

(f) Underground Utilities. The contractor is responsible for movement of construction machinery and equipment over pipes and utilities during construction. Work performed adjacent to non-City utilities shall be in accordance with procedures outlined by the utility owner. For work immediately adjacent to or for excavations exposing a utility or other buried obstruction, excavate by hand. Start hand excavation on each side of the indicated obstruction and continue until the obstruction is uncovered or until clearance for the new grade is assured. Support uncovered lines or other existing work affected by the excavation until approval for backfill is granted by the Engineer. Report damage to utility lines or subsurface construction to Engineer immediately.

(g) Asphalt Patch. If the distance from the lip line of the curb & gutter to the trench is less than 4′, all asphalt shall be removed from lip to the trench line. Asphalt shall have a sawcut edge 12″ on either side of the trench.

7.3.3 STRIPPING OF TOPSOIL

Where indicated or as directed, strip topsoil to a depth as prescribed in the construction plans or to a depth of 4″. Spread topsoil on areas already graded and prepared for topsoil, or transported and deposited in stockpiles convenient to the areas that are to receive application of the topsoil later, or at locations indicated or specified by the Engineer. Keep topsoil separate from other excavated materials, brush, litter, objectionable weeds, roots, stones larger than 2″ in diameter, and other materials that would interfere with planting and maintenance operations.

7.3.4 CLEARING AND GRUBBING

Keep roads and walks free of dirt and debris at all times.

7.3.4.1 Clearing

Clearing consists of the felling, trimming, and cutting of trees into sections and the satisfactory disposal of the trees and other vegetation designated for removal, including downed timber, snags, brush, and rubbish occurring within the areas to be cleared. Clearing also includes removal and disposal of structures that obtrude, encroach upon, or otherwise obstruct the work. Cut off flush with or below the original ground surface trees, stumps, roots, brush, and other vegetation in areas to be cleared, except such trees and vegetation as may be indicated or directed to be left standing. Trim dead branches that are 1-1/2″ or more in diameter on trees designated to be left standing within the cleared areas and trim all branches to the heights indicated or directed. Neatly cut close to the bole of the tree or main branches, limbs and branches to be trimmed. Paint, with an approved tree-wound paint, cuts more than 1-1/2″ in diameter.

(a) Tree Removal. Where indicated or directed, trees and stumps that are designated as trees shall be removed from areas outside those areas designated for clearing and grubbing. This works includes the felling of such trees and the removal of their stumps and roots. Dispose of trees as specified in this Section.

(b) Pruning. Prune/trim trees designated to be left standing within the cleared areas of dead branches 1-1/2″ or more in diameter; and trim branches to heights and in a manner as indicated. Neatly cut limbs and branches to be trimmed close to the bole of the tree or main branches. Paint cuts more than 1-1/4″ in diameter with an approved wound paint.

7.3.4.2 Grubbing

Grubbing consists of the removal and disposal of stumps, roots larger than 3″ in diameter, and matted roots from the designated grubbing areas. Remove material to be grubbed, together with logs and other organic or metallic debris not suitable for foundation purposes, to a depth of not less than 18″ below the original surface level of the ground in areas indicated to be grubbed and in areas indicated as construction areas, such as areas for buildings, and areas to be paved. Fill depressions made by grubbing with suitable material and compact to make the surface conform with the original adjacent surface of the ground.

After clearing and grubbing is complete, the Contractor shall notify the Engineer for his approval of the clearing and grubbing prior to subsequent earthwork operations.

7.3.5 DISPOSAL OF MATERIALS

Dispose of excess materials in accordance with the approved solid waste management permit and all local and state requirements.

All wood or wood like materials, remaining from clearing, pruning or grubbing such as limbs, treetops, roots, stumps, logs, rotten wood, and other similar materials shall become the property of the Contractor and disposed of as specified. If stated on the drawings, the Contractor shall stockpile the stripped materials at a location designated by the Engineer for future use. When a site is not designated, the Contractor must dispose of the material off site.

7.3.6 BURNING

Burning to remove or dispose of materials will not be permitted.

7.3.7 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

All existing physical features which conflict with the new construction shall be removed by the Contractor and disposed of properly at a site acceptable to the Engineer. These shall include but not be limited to; asphalt or concrete paving, base course, miscellaneous concrete flatwork, curb and gutter, sidewalk, foundations, culverts and headwalls, fences, abandoned utilities, and any other items not intended to remain. Where required to obtain a straight line without jagged edges, the removal shall require sawcutting. Sawcuts shall be a minimum of one-fourth the thickness of material (or deeper) to obtain a clean straight face.

Unless specifically noted otherwise on the drawings or in the Special Provisions, sawcuts shall be considered subsidiary to the removal item and will not be paid for separately. If any items are removed or damaged by the Contractor beyond the limits of demolition shown on the drawings or as marked in the field, they shall be replaced by the Contractor at no expense to the City.

7.3.8 ROCK OR MAN-MADE OBSTRUCTION EXCAVATION

Rock will be defined as any naturally occurring or man-made material in such a form that it cannot be readily removed using the equivalent of a 165 hp/40,000 lb operating weight track-type tractor (bulldozer) with a ripper or a 188 hp/63,000 lb operating weight hydraulic excavator (crawler mounted backhoe) with “rock teeth” without a significant loss of production. It also includes boulders exceeding 1/2 CY in volume.

Whenever rock material is encountered in an excavation, the Contractor shall immediately notify the Engineer for field verification. The Engineer shall measure and document the limits of the rock prior to excavation. Any rock removed prior to notification will not be considered for payment.

Blasting for rock excavation will only be allowed with the written permission from the City Engineer and Fire Chief. The Contractor shall exercise the utmost care to protect the public from harm and to avoid property damage. Blasting shall be done by a State licensed blaster. The Contractor shall comply with all laws, ordinances, insurance, bonding, and applicable safety code requirements and regulations and shall be responsible for all damage caused by the blasting operations.

7.3.9 SHORING

For excavations exceeding 20′ depth, submit drawings and calculations, certified by a registered professional engineer, describing the methods for shoring and sheeting of excavations to City Engineer 15 days prior to start of work. Finish shoring, including sheet piling, and install as necessary workers, banks, adjacent paving, structures, and utilities. Remove shoring, bracing, and sheeting as excavations are backfilled, in a manner to prevent caving.

Shoring shall be used for all excavations greater than 5′ in depth or where it is known that in-situ soils lack the stability to hold near vertical faces. Sloping back trench walls rather than shoring shall only be permitted when all of the following conditions are met:

(a) The excavation is less than 20′ in depth,

(b) There are no adjacent structures, roads, or pavements that will affect the excavation,

(c) No equipment, stored material, or overlying material will affect the excavation,

(d) Vibration from equipment, traffic, or blasting will not affect the excavation,

(e) There will be no ground water problems,

(f) Surcharges will not affect the excavation, and

(g) Site conditions permit laying back the slops of the excavation.

7.3.10 GRADING AREAS

Divide work into grading areas within which satisfactory excavated material will be placed in embankments, fills, and required backfills. Do not haul satisfactory material excavated in one grading area to another grading area except where directed in writing by the Engineer. Place and grade stockpiles of satisfactory and unsatisfactory as specified. Keep stockpiles in a neat and well drained condition, giving due consideration to drainage at all times. Clear grub, and seal by rubber-tired equipment, the ground surface at stockpile locations; separately stockpile excavated satisfactory and unsatisfactory materials. If the contractor fails to protect the stockpiles, and any material becomes unsatisfactory, the Contractor shall be required to remove and replace such material with satisfactory material from approved sources at no additional cost to the City.

7.3.11 SUBSURFACE PREPARATION

(a) General Requirements. Remove and replace unsatisfactory material with satisfactory materials, as directed by the Engineer, in surfaces to receive fill or in excavated areas. Scarify the surface to a depth of 6″ before the fill is started. Plow, step, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so that the fill material will bond with the existing material. When subgrades are less than the specified density, break up the ground surface to a minimum depth of 6″, pulverizing, and compacting to the specified density. When the subgrade is part fill and part excavation or natural ground, scarify the excavated or natural ground portion to a depth of 12″ and compact it as specified for the adjacent fill.

(b) Frozen Material. Do not place material on surfaces that are muddy, frozen, or contain frost.

(c) Finish compaction by sheepsfoot rollers, pneumatic-tired rollers, steel-wheeled rollers, or other approved equipment well suited to the soil being compacted. Moisten

material as necessary to 95% of optimum moisture.

7.3.12 FILLING, BACKFILLING AND COMPACTION

Place fill and backfill beneath and adjacent to any and all type of structures, in successive horizontal layers of loose material not more than 8″ in depth, or in loose layers not more than 5″ in depth when using hand-operated compaction equipment. Compact to at least 95% of a Standard Proctor laboratory maximum density, except as otherwise specified. Perform compaction in such a manner as to prevent wedging action or eccentric loading upon or against the structure. Moisture condition fill and backfill material to within range of ±2% of optimum moisture content at the time of compaction. Prepare ground surface on which backfill is to be placed and provide compaction requirements for backfill materials in conformance with the applicable portions of paragraphs 7.3.11 SUBSURFACE PREPARATION. Finish compaction by sheepsfoot rollers, pneumatic-tired rollers, steel-wheeled rollers, vibratory compactors, or other approved equipment.

Specific requirements and guidance for Sanitary Sewer and Storm Sewer can be found in ARTICLES 11 & 12.

7.3.13 EMBANKMENTS

Construct earth embankments from satisfactory materials free of organic or frozen material and rocks with any dimension greater than 3″. Place the material in successive horizontal layers of loose material not more than 8″ in depth. Spread each layer uniformly on a soil surface that has been moistened or aerated as necessary and scarified or otherwise broken up so that the fill will bond with the surface on which it is placed. After spreading, plow, disk, or otherwise break up each layer; moisten or aerate as necessary; thoroughly mix; and compact to at least 95% of a Standard Proctor laboratory maximum density. Compaction requirements for the upper portion of earth embankments forming subgrade for pavements are identical with those requirements specified in paragraph 7.3.15 SUBGRADE PREPARATION. Finish compaction by sheepsfoot rollers, pneumatic-tired rollers, steel-wheeled rollers, vibratory compactors, or other approved equipment.

7.3.14 BORROW

When the quantity of suitable excavated material required for the embankment and subgrade preparation is greater than the quantity that can be obtained from the excavation in the project, the Contractor shall make-up the deficiency from borrow pits. The borrow material shall be obtained from sources selected by the Contractor subject to approval of the Engineer. All material shall be clean and free from any environmental hazards. The Contractor shall obtain the written permission from the owner to procure borrow material, shall pay all royalty and other charges involved and shall bear all the expenses of developing the sources, including right-of-way for hauling.

7.3.15 SUBGRADE PREPARATION

7.3.15.1 Proof Rolling

Unsuitable materials encountered in the subgrade, roadway, or embankment foundation that

are determined to be detrimental to the roadway or embankment shall be removed to the depth and extents directed by the Engineer. The excavated area shall be backfilled to the finished graded section with approved material. Materials that contain organics or that cannot be dried or moisture conditioned, then compacted to the required density shall be disposed of and shall not be reused as embankment fill. Materials that do not contain organics and that can be dried or moisture conditioned and compacted to the required density may be reused as embankment fill as approved by the Engineer.

Proof rolling with pneumatic tire equipment shall be performed using a minimum axle load of 18 kips per axle and at speeds between 2 to 6 mph. A weigh ticket from an approved scale shall be furnished by the Contractor to substantiate this weight.

The subgrade shall be proof rolled after the required compaction has been obtained and the subgrade has been shaped to the required cross section.

The proof roller shall be operated in a systematic manner so that a record may be readily kept of the area tested and the working time required for the testing. Areas that are observed to have soft spots in the subgrade, where deflection is not uniform or is excessive as determined by the Engineer, shall be ripped, scarified, dried or wetted as necessary, and recompacted to the requirements for density and moisture at the Contractor's expense. After re-compaction, these areas shall be proof rolled again and all failures again corrected at the Contractor's expense.

Upon approval of the proof rolling, the subbase, base course, or initial pavement course shall be placed within 48 hours. If the Contractor fails to place the subbase, base course, or initial pavement course within 48 hours or the condition of the subgrade changes due to weather or other conditions, proof rolling and correction shall be performed again at the Contractor's expense.

7.3.15.2 Construction

Shape subgrade to line, grade, and cross section, and compact as specified. Include plowing, discing, and any moistening or aerating required to obtain specified compaction for this operation. Remove soft or otherwise unsatisfactory material and replace with satisfactory excavated material or other approved material as directed. Excavate rock encountered in the cut section to a depth of 6″ below finished grade for the subgrade. Bring up low areas resulting from removal of unsatisfactory material or excavation of rock to required grade with satisfactory materials, and shape the entire subgrade to line, grade, and cross section and compact as specified. After rolling, the surface of the subgrade for roadways shall not show deviations greater than 1/2″ when tested with a 10′ straightedge applied both parallel and at right angles to the centerline of the area. Do not vary the elevation of the finish subgrade more than 0.05′ (3/5″) from the established grade and cross section.

7.3.15.3 Compaction

Finish compaction by sheepsfoot rollers, pneumatic-tired rollers, steel-wheeled rollers, vibratory compactors, or other approved equipment. Compact each layer of the embankment to at least 95% of a Standard Proctor laboratory maximum density.

7.3.16 EXCAVATION AND DIRECTIONAL BORING

No excavation or directional bore shall be made without prior notification of **ALL** utility companies and the City Public Works Department. All excavations shall be done by open cut from the surface by an approved method of trenchless technology.

In open cut excavations, all excavated material determined to be saturated shall be removed from the site daily.

The width of all trenches shall be kept to a minimum but provide adequate space for workers and safety devices. All Federal, State, and Local regulations pertaining to worker safety and health shall be followed.

In existing paved areas, all telecommunications and cablevision installations shall be done using directional boring unless otherwise approved by the City Engineer. See 7.3.2.5 (e) Trench Excavation Requirements for jacking, boring, and tunneling.

7.3.17 FINISHING

Finish the surface of excavations, embankments, and subgrades to a smooth and compact surface in accordance with the lines, grades, and cross sections or elevations shown. Provide the degree of finish for graded areas within 0.1′ of the grades and elevations indicated except that the degree of finish for subgrades specified in paragraph 7.3.15 SUBGRADE PREPARATION. Finish gutters and ditches in a manner that will result in effective drainage. Finish the surface of areas to be turfed from settlement or washing to a smoothness suitable for the application of turfing materials. Repair graded, topsoiled, or backfilled areas prior to acceptance of the work, and re-established grades to the required elevations and slopes.

7.3.18 DUST PREVENTION

During construction and until final acceptance by the Engineer, the Contractor shall be responsible for controlling dust emissions in the construction area. No earthwork activities shall be performed when the wind speed exceeds 30 MPH. Whenever conditions exist that create airborne soil particles, at the Contractors expense, wet all disturbed areas as often as necessary to control the dust. All fill areas shall be compacted daily to the specified compaction. Any mud or dirt carry out onto paved surfaces shall be cleaned up daily and when directed by the Engineer. Failure by the Contractor to comply with the above may result in the Engineer issuing a stop-work order until the problems are corrected. Any dust control or clean-up done by City crews will be back charged to the Contractor.

When a building permit is issued for a structure and the site disturbance is greater than 1,000 square feet but less than or equal to 1 acre, a sign-off at Pueblo Regional Building Department is required. Areas of land disturbance greater than 1 acre but less than 25 acres require an **Emission Permit Application: Land Development/Construction Activity**. The permits are available at the Pueblo City and County Health Department and are to be secured by the Contractor. Dust Prevention will not be paid for as a separate bid item.

7.3.19 EROSION AND SEDIMENT CONTROL

All construction activities disturbing more than 1 acre will require a *General Permit for Stormwater Discharges Associated With: Construction Activity* issued by the "Colorado Dept of Health, Water Quality Control Division, Permits and Enforcement Section". A Stormwater Management Plan (SWMP) is required as a condition of obtaining said permit. A copy of the Construction Activity Permit and the Stormwater Management Plan shall be submitted to the City of Pueblo Stormwater Management Department for review.

In addition to the SWMP, an erosion control plan stating "Best Management Practices" (BMPS) to control erosion, sediment, and stormwater quality during and after the construction activity shall be submitted to the City of Pueblo for review. The erosion control plan shall be prepared in accordance with the provisions set forth in The City of Pueblo's *Storm Drainage Design Criteria and Drainage Policies Manual.*

Guidance for engineers, contractors, and developers in the selection, design, and maintenance of "Best Management Practices" to improve stormwater run-off quality can be found in Volume 3 of the *Urban Storm Drainage Criteria Manual* or most current edition.

7.3.20 QUALITY CONTROL

The contractor/developer shall provide the City Engineer with a soil classification, including a sieve analysis, plasticity index and a Proctor curve for each of the different soils to be encountered at the site. Copies of all field moisture/density testing performed by independent testing firms shall be submitted to the City. The cost for these tests shall be paid for by the Contractor for City projects.

Field testing for moisture content and dry density of the compacted soil will be done by a qualified geotechnical testing service. Frequency and location for the tests will be at the City's discretion. In general, a minimum of one test per foot of fill and/or along the bases of cuts and fills, will be taken for each 200′ of roadway being constructed.

Any areas where the field test indicates that the soil does not meet the moisture or density specification shall be wetted or dried as necessary and reworked until the requirements are satisfied.

7.4 METHOD OF MEASUREMENT

In general, excavation and embankment will not be measured or paid for as a separate bid item but will be considered subsidiary to a bid item such as hot bituminous pavement, sidewalk, driveway, curb & gutter, etc.

When paid for as a separate bid item, excavation and embankment will be measured by the volume of embankment in cubic yards as compacted in-place, based on the grading plans and cross sections. When paid for as a separate bid item, borrow shall be measured in cubic yards in its original position using the method of end areas.

Volume for unsuitable material shall be the actual measurements of the excavation required to remove the objectionable material computed to cubic yards. When the unsuitable material is

replaced by aggregate base course, measurement shall be by the volume in cubic yards or by the ton and fraction thereof as evidenced by weight tickets for each truckload placed.

Rock excavation shall be measured as the actual volume in cubic yards of verified rock removed to the limits established by the Engineer.

7.5 BASIS OF PAYMENT

No payment will be made for excavation and/or embankment unless noted otherwise in the Special Provisions. When paid for, embankment will be paid for per cubic yard as compacted in place material measured in accordance with Section 7.4 METHOD OF MEASUREMENT.

All costs associated with clearing and grubbing, removal of obstructions, excavation, embankment, compaction, grading and all related work shall be paid for as a separate bid item unless otherwise noted in project's plans and/or special provisions.

Payment for excavation to remove unsuitable material beyond the compaction limits shall be full compensation for all costs associated with the complete removal and disposal including hauling and landfill fees if necessary, and the replacement with suitable material.

Rock excavation will include all costs associated with the removal and disposal of rock as defined in this Article. Payment for rock excavation will be for actual costs of documented labor and equipment associated with rock removal plus 15% mark-up. Rates for equipment shall not exceed the rental rates used by the Colorado Department of Transportation.

ARTICLE 8

PAVEMENT

8.1 ASPHALT PAVEMENT

8.1.1 DESCRIPTION

Asphalt concrete pavement shall consist of asphalt cement uniformly mixed with well-graded aggregate and laid upon a prepared surface, along the lines and to the thickness as shown on the approved plans.

8.1.2 SUBMITTALS

Asphalt suppliers furnishing asphalt for placement within any City right-of-way shall provide to the City, once every two years, asphalt mix designs for asphalt intended for use within the City right-of-way.

8.1.3 MATERIALS

8.1.3.1 Asphalt Cement

Asphalt cement for the pavement mixture shall be PG 58-28 (residential streets) or PG 64-22 (arterial, collector, and industrial streets) unless otherwise specified in Article 2 - Special Provisions and shall conform to the requirements of Table 2 of AASHTO M-226 (latest revision). The asphalt cement shall be homogeneous, free from water, and show no tendency to foam when heated to 347°F. The spot test shall be negative for all grades when conducted with a napthaxylene solvent containing not more than 10% xylene by volume.

Asphalt cement shall not be heated during the process of its manufacture, storage or during construction, to a temperature so as to cause the formation of carbonized particles. At no time shall the temperature of the asphalt cement be raised above 375°F after loading in a tank for transportation from the refinery to the purchaser.

Written Certification of Compliance with these specifications shall be provided to the City Engineer. The City Engineer may, in the absence of written certification, require that samples of the asphalt cement be delivered to an approved testing laboratory to ensure compliance with these specifications. Costs for testing shall be paid for by the Contractor/Developer.

8.1.3.2 Aggregate

The coarse and fine aggregates for hot bituminous pavement mixtures shall be graded and combined in such proportions that the resulting composite blend meets the grading requirements of the job mix formula. The job mix formula, with the aggregate tolerances, shall be within the master range set forth in the following table:

Table 8.1. Percent by weight passing square mesh sieves

Sieve Size	Grading SF	Grading ST	Grading SX	Grading S
1 1/2″				
1″				100
3/4″			100	90-100
1/2″		100	90-100	*
3/8″	100	90-100	*	*
No. 4	90-100	*	*	*
No. 8	*	28-58	28-58	23-49
No. 16	30-54			
No. 30	*	*	*	*
No. 200	2-12	2-10	2-10	2-8

Grading of the aggregate shall be Grading SX unless otherwise approved by the City Engineer.

Coarse aggregate (material retained on the No. 8 sieve) shall have a "Los Angeles Abrasion Test" (AASHTO T-96) percentage of wear not exceeding 45%. Fine aggregate (material passing the No. 8 sieve) shall have a maximum of 12% at five cycles in the sodium sulfate solution by the “Soundness Aggregate Test (AASHTO T-104). The aggregate shall be free from clay balls, organic matter, or other deleterious substances. At least 60% of the aggregate retained on the No. 4 sieve, and larger, shall have at least two fractured faces.

8.1.3.3 Asphalt-Aggregate Mixture (Job Mix Formula)

The Contractor/Developer shall furnish to the City Engineer, a mix design from an approved independent testing laboratory, of the hot bituminous pavement proposed for use. This job mix formula shall establish a single percentage of aggregate passing each required sieve size, a single percentage of bituminous material to be added to the aggregate, and a single temperature for the mixture at the discharge point at the plant. The job mix formula shall also give recommended temperatures for delivery and compaction. The job mix formula shall be determined a minimum of once per year, or when the asphalt supplier or aggregate characteristics change. **After the job mix formula has been established, all mixtures furnished for respective projects shall conform thereto within the following range of tolerances:**

Table 8.2. Percent by weight passing square mesh sieves

Maximum Size	± 0%
Passing No. 8 and larger sieves	± 8%
No. 8 to No. 200	± 6%
Passing No. 200	± 2%
Asphalt Content	± 0.5%
Discharge Mix Temperature	± 20°F

The job-mix formula may be changed by the City Engineer for either of the following reasons:

(a) Change in the job-mix formula will produce material of equal or better quality and will provide for more efficient pit operations.

(b) Change in the job-mix formula will produce material of equal or better quality and will result in a cost savings to the City through an adjustment in unit price.

Asphalt mix designs containing reclaimed asphalt pavement (RAP) materials greater than 20% will only be allowed with written approval from the City Engineer.

8.1.3.4 Quality Control

All samples and tests described herein shall be made in accordance with approved ASTM/AASHTO procedures. The Contractor/Developer shall provide for all testing laboratory services in connection with tests verifying conformance of proposed materials with project requirements. The City may also provide for testing laboratory services in connection with tests on materials after incorporation into the project. The costs of any retesting, as required, shall be borne by the Contractor/Developer.

Table 8.3. Minimum Project Testing

Gradation	1/1,000 Tons or 1/project site
Asphalt Content	1/1,000 Tons or 1/project site
In-Place Density (including cores & comparative lab densities)	1/1,000 Tons or min. 1/500 L.F. of paving

8.1.4 MIXING PLANT

The requirements of this section shall be the same as Section 401.08 “Asphalt Mixing Plant” of the Standard Specifications for the Road and Bridge Construction, by the Colorado Department of Transportation, 1991 edition, or as amended. For plant inspection, the Engineer or approved laboratory shall have full right to enter at any time and conduct necessary tests to ensure compliance with these specifications.

8.1.5 CONSTRUCTION METHODS

8.1.5.1 Hauling Equipment

Trucks used for hauling the asphalt concrete mixture shall be equipped with tight, clean, smooth metal beds. When directed by the Engineer, the beds shall be coated with an oil or other approved material to prevent the mixture from adhering to the beds, also each load shall be covered with canvas or other suitable material of sufficient size to protect it from inclement weather conditions.

8.1.5.2 Paving Machines

Unless otherwise permitted by the Engineer, the mixture shall be spread by means of a self-propelled laydown machine equipped with a screed or strike-off assembly and capable of spreading and finishing the asphalt concrete mixture to the line, grade, and crown as shown on the plans.

The paver shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed. The mixture shall be dumped in the center of the

hoppers, and care exercised to avoid overloading and spilling over of the mixture onto the base.

The screed or strike-off assembly shall effectively produce finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture.

When laying mixtures, the paver shall be capable of being operated at the necessary forward speeds for satisfactory placement. The operation of the paver shall be such to attain continuous paving.

8.1.5.3 Rollers

Rollers shall be steel wheeled and/or pneumatic tire type and be in good condition, capable of reversing without backlash. They shall weigh not less than 8 tons. All rollers shall have a water system capable of keeping the wheels properly moistened to prevent adhesion of the mixture to the wheels.

8.1.5.4 Paving Surface

After the pavement base has been prepared, it shall be made ready for paving by clearing any loose material off as directed by the Engineer. Edges of all contact surfaces such as curb and gutter, manholes, cross pans and other structures shall be coated with the tack coat material as described herein before paving. When more than one lift is required, a tack coat shall be used between courses of pavement in accordance with Section 8.2 of these specifications at the rate, or as directed by the Engineer.

Asphalt pavement shall be a minimum of 2″ compacted thickness and shall be laid in one lift. If a thickness greater than 3″ is specified, separate courses shall be laid; each course shall be not less than 1-1/2″ compacted thickness, nor greater than 3″ compacted thickness or three times the nominal aggregate size.

8.1.5.5 Spreading, Finishing, and Compaction

The mixture shall be laid upon the approved base surface, spread, and struck off to the grade and elevation required. Pavers shall be used to distribute the mixture over the entire surface except where hand placing is necessary.

The longitudinal and transverse joints shall be made in a careful manner, well bonded and sealed. If directed, the joints shall be coated with tack coat material.

On the areas where the use of mechanical pavers cannot be used, the mixture shall be spread, raked and luted by hand tools. When material is shoveled, it shall be deposited by turning the shovel over above the desired area. No "slinging" of the shovel will be permitted. The hand placed material shall be smoothed and left higher than the machine laid material by about 1/4″ per inch of depth prior to rolling. If the machine laid mixture has been rolled, then the hand laid mixture shall be smoothed and left higher than the rolled pavement by about 1/4″ per inch depth. The majority of the raker's work shall be done with a lute rather than a tined rake.

Segregation of materials shall not be permitted. If segregation occurs, the spreading operation

shall be immediately suspended until the cause is determined and corrected.

Placing the mixture shall be as continuous as possible. All surface irregularities shall be adjusted by the addition or removal of mixture prior to rolling. After the mixture has been spread, struck off and surface irregularities adjusted, it shall be thoroughly and uniformly compacted by rolling.

The surface shall be rolled at a specified breakdown temperature which shall be determined by the Contractor's foreman and the Engineer at the beginning of the job. The breakdown temperature shall be such that the required density is obtained without displacement, cracking, or shoving of the mixture. The rollers shall operate at a speed slow enough to avoid displacements or "crawl" of the mixture. Any displacement shall be immediately corrected by means suitable to the Engineer.

The number, weight, and type of rollers furnished shall be sufficient to obtain the required compaction while the mixture is in a workable condition. The minimum number of rollers shall be two. Heavy equipment or rollers shall not be allowed to stand on freshly placed pavement.

Unless otherwise directed, rolling shall begin at the sides and proceed longitudinally parallel to the street centerline, each pass overlapping one-half the roller width, gradually progressing to the crown of the street. When paving adjacent to a previously placed lane, the longitudinal joint shall be rolled first followed by the regular rolling procedure.

Rolling shall be continued until all roller marks are eliminated and no further compression is possible. The minimum density of the compacted mixture shall be 95% of the maximum density required to provide laboratory compacted specimen made in the same proportions as the job mix formula (AASHTO T-209). However, if in the opinion of the Engineer a 95% density would prove to be detrimental to the asphalt cement pavement, then a density of 93% will be allowed. Along forms, curbs, manholes, and other places not accessible to rollers, the mixture shall be thoroughly compacted with hand tampers or with mechanical tampers. The joints between these structures shall be effectively sealed.

Any mixture that becomes loose and broken, mixed with dirt, or is in any way defective shall be removed and replaced with fresh hot mixture, which shall be compacted to conform with the surrounding area.

8.1.5.6 Asphalt Temperature

The minimum and maximum delivery and discharge temperatures of the asphalt to the jobsite shall comply with CDOT Section 401.15 “Mixing”.

8.1.5.7 Joints

Transverse joints shall be formed by cutting through the previously laid course to expose the full depth of the course. A coat of tack coat material shall be used on contact surfaces of all joints just before additional mixture is placed.

8.1.5.8 Weather Limitations

The placing and compacting of asphalt surfacing shall be performed only when weather conditions are suitable. Asphalt surfacing shall not be placed on surfaces which are damp or wet or when the temperature of the surface on which the asphalt pavement is to be placed is less than 40°F and the atmospheric temperature is less than 40°F. The temperature of the mixture delivered to the jobsite shall not be less than 235°F. When the atmospheric temperature is less than 50°F, all loads shall be delivered continuously in covered vehicles.

Table 8.4. Minimum Surface and Air Temperature

Compacted Layer Thickness	Minimum Surface and Air Temperature	
	Top Layer	Layers Below Top Layer
1-1/2″	60°F	50°F
2″ - <3″	50°F	40°F

8.1.5.9 Surface and Thickness Tolerances

The surface of the finished pavement shall be free from depressions exceeding 3/16″ in 10′, when tested with a straight-edge. All depressions exceeding the specified tolerances shall be corrected by removing defective work and replacing it with new material as directed. The surface shall be smooth and true to the established crown and grade. The required compacted thickness shall be as specified on the construction drawings.

8.1.6 RESTRICTION OF TRAFFIC

The Contractor shall arrange the work in such a manner as to cause a minimum of inconvenience to the traveling public and the abutting property owners. The Contractor shall submit to the Engineer a plan of this operation. In general, the Contractor shall be allowed to proceed as he proposes. However, the Engineer retains the authority to order the Contractor to schedule the proposed operation in another manner if such a change in schedule is to the benefit of the owner and beneficial to the interests of a good project. The Contractor shall arrange to have the haul vehicles operate over roads which will not be damaged by such vehicles. The Contractor shall provide all necessary Traffic Control in conformity with these provisions and specifications and with the ordinances and regulations of the City of Pueblo, MUTCD and ARTICLE 9 –Traffic Control; shall be paid for as specified in the contract documents.

8.1.7 PATCHING

For warranty work or patching repairs, the requirement is for the patching to be equal to the existing pavement thickness or Table 3-1 from the design criteria whichever is greater.

Remove the backfill material to the depth and extent required in accordance with drawings. Prepare the subsurface with the required base course, Flowfill, and/or Portland Cement concrete subsurface in accordance with the drawings. Depths and/or thickness of base course, Portland Cement concrete and/or asphalt pavement shall be as indicated on the drawings. The asphalt pavement shall conform to the *Pavement Design Criteria for the City of Pueblo* or equal to the existing pavement thickness, whichever is greater. The backfill and base coarse material shall be thoroughly compacted to the densities specified in ARTICLE 6 – Aggregate Base

Course with a roller for large areas and smaller hand operated compactor for small patches.

Existing pavement may be rough cut initially in conjunction with trenching; however, a square even vertical saw cut shall be made in the existing asphalt pavement after placement of backfill and prior to pavement replacement. The square vertical saw cut shall be made at a minimum of 1′ back from the trench line into good pavement (not required if using CLSM). Before placement of the new pavement, the cut edges shall be thoroughly cleaned, and a tack coat shall be uniformly and evenly applied to vertical faces in accordance with Section 8.2. The patch shall be made with placement of a hot asphalt cement and aggregate mixture as described in this Article. If asphalt cut is within 2′ of lip of curb & gutter, new asphalt patch shall extend to the lip of the curb & gutter in a continuous patch.

In large patches or whenever possible, a self-propelled paving machine shall be used to place the mixture. In small patches, the material shall be hand placed or placed with a spreader box without separation of the mixture. The material shall be placed to the grade and thickness required to allow for compaction after rolling. The hot mix material shall be compacted using the number, weight and type of rollers required to provide 95% of the maximum density of a laboratory compacted specimen made in the same proportions as the job mix formula (AASHTO T-209). Rolling shall continue until all roller marks are eliminated and no further compression is possible in the pavement. After rolling the surface, a straight-edge or a stringline shall be used to check grade and riding quality of the patch.

8.1.8 RECYCLED PLANT MIX BITUMINOUS PAVEMENTS

Plant mixed bituminous pavements shall not contain more than 20% reclaimed asphalt pavement. The reclaimed asphalt pavement shall meet all the requirements for hot bituminous pavement, as contained herein.

8.1.8.1 Reclaimed Asphalt Pavement (RAP) Material

The Engineer may require the contractor to maintain separate stockpiles for each type of RAP material. All processed material shall be free of foreign materials and segregation shall be minimized. The RAP material shall be processed, if needed, so that at least 95% passes through a 5/8″ sieve. Any RAP material that cannot be readily broken down in the mixing process and/or affects the paving operation, shall be processed prior to mixing with the virgin material.

8.1.8.2 Composition of Mixtures

Tests for cleanliness, abrasion loss, and percent of fractured faces will be made on representative samples of aggregate taken during production or from the stockpiles. Proportions of the reclaimed and virgin material shall be determined and proposed by the Contractor/Developer to meet the mix composition requirements of CDOT Standard Specifications for Road and Bridge Construction - Section 400. The maximum aggregate size contained in the combination of reclaimed asphalt pavement and new aggregate shall not exceed the maximum specified in the gradations presented in these specifications.

(a) **Job-Mix Formula.** See Section 8.1 of these specifications for approval of mix design.

Cost for this testing shall be the responsibility of the Contractor.

(b) **Uniformity.** After the job-mix formula has been approved, the owner shall implement an acceptable quality control plan as detailed in Section 8.1.3.4 of these specifications. Deviations from the final approved design for bitumen content and gradation of aggregates shall not be greater than the tolerances listed in Section 8.1.3.3 of these specifications and shall be based on the extraction test.

(c) **Bituminous Mixing Plant**

(1) **Batch Plant.** The batch plant shall be modified to allow weighing the reclaimed asphalt pavement (RAP) material prior to incorporation into the pugmill. The cold feed bin, conveyor system and the special bin adjacent to the weigh box, if used, shall be designed to avoid segregation and stocking of the RAP material. The virgin aggregates shall be dried and heated to a suitable temperature so that on combining with the RAP material at ambient temperature the resulting mix temperature of successive loads may be a cause for a rejection of the mix by the Engineer. The virgin aggregates shall be free of unburned fuel oil when delivered to the pugmill.

(2) **Drum Mixer Plant.** The drum mixer plant shall be modified to prevent direct contact of the RAP material with the burner flame and/or overheating of the RAP material in the process.

8.1.9 MEASUREMENT AND PAYMENT

Asphalt concrete pavement courses measured by the square yard, will be paid for at the contract unit price per square yard. This payment shall be full compensation for all materials, tools, equipment, and labor necessary to complete the work under this section in accordance with the plans and these specifications. The payment shall be full compensation for all coats applied in accordance with these specifications.

If there is no pay item for asphalt concrete pavement of the type specified it will not be measured and paid for separately but shall be included in the pay item most closely associated with the work. Payment will be made under:

Table 8.5. Payment Units

Pay Item	Pay Unit
Asphalt Pavement (Asphalt)	Ton
Asphalt Pavement (RAP) (Asphalt)	Ton
Asphalt Pavement (Patching) (Asphalt)	S.F.

8.2 ASPHALTIC TACK COAT

8.2.1 TACK COAT

8.2.1.1 Description

Existing asphalt surfaces receiving an asphalt overlay, existing vertical concrete surfaces such

as curb and gutter, crosspans and manholes, or between layers of multi-course asphaltic pavement structure, shall receive a tack coat consisting of an emulsified asphalt in accordance with these specifications at the locations shown on the plans, or as directed by the Engineer. Tack coat may be eliminated between successive lifts if the Contractor protects the surface from contamination.

8.2.1.2 Surface Preparation

Before applying the tack coat, surfaces shall be thoroughly cleaned of all dirt and other debris to ensure adequate bond between tack surface and asphaltic mat. The surface of the existing asphalt must be completely dry before placing tack coat.

8.2.1.3 Liquid Asphalt

The liquid asphalt used for tack coat shall be an emulsified asphalt grade conforming to CDOT Specifications Section 407 and shall satisfy the requirements of AASHTO M-140 or M-208. Other emulsified asphalts may be used upon written permission of the Engineer.

8.2.1.4 Placing

The rate of application shall be 0.05 to 2.0 gallons per square yard and shall provide a uniform and even coating of the surface. The surface shall be allowed to cure to permit drying and setting of the tack coat prior to the paving operation.

8.2.2 MEASUREMENT AND PAYMENT

Payment for tack coat shall be included in the unit price bid for asphalt pavement, and shall include all materials, tools, equipment, and labor necessary to complete the work in accordance with the plans and specifications, and as directed by the Engineer.

8.3 CONCRETE PAVEMENT

8.3.1 DESCRIPTION

The work performed under this section shall consist of the construction of a pavement composed of Portland cement concrete, with or without reinforcement as specified, on a prepared subgrade or base course in accordance with these specifications and in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans or established.

8.3.2 MATERIAL

8.3.2.1 General

The specifications presented in this section are performance oriented. The City's objective in setting forth these specifications is to achieve an acceptable quality of streets. All sources for the mined or manufactured materials must be annually approved by the City as having met the appropriate materials performance specifications. This approval is a condition of using those

material sources for public improvement construction.

8.3.2.2 Procedure for Material Source Approval

On or before April 1st of each year, a material supplier for any City improvement shall supply written documentation and material test results from a qualified, independent materials testing laboratory that describes:

(a) Material(s) being tested to meet City specifications.

(b) The test procedures employed.

(c) The supplier(s) manufacturing, mining, or treating process by which the tested materials were created.

(d) The material test results.

(e) A signed statement by the material supplier that the materials produced and tested for this certification are truly representative of the materials to be provided for public improvements in the City during the coming 365-day period.

8.3.2.3 Portland Cement Concrete

This material shall consist of a mixture of fine and coarse aggregates, Portland cement, water and other materials or admixtures as required. Comply with ARTICLE 4 – Concrete and ARTICLE 5 – Structural Concrete.

8.3.3 CONSTRUCTION REQUIREMENTS

Materials shall be proportioned, handled, measured, batched, placed, finished and cured in accordance with Section 412 of the CDOT and ASTM C-94 (whichever is more stringent).

8.3.4 QUALITY CONTROL

All samples and tests described herein shall be made in accordance with approved ASTM/AASHTO procedures. The Contractor/Developer shall provide for all testing laboratory services in connection with tests verifying conformance of proposed materials with project requirements. The Contractor/Developer shall also provide for testing laboratory services in connection with tests on materials after incorporation into the project, on a first-time basis only. The costs of any retesting, as required, shall be borne by the Contractor/Developer.

During placement of Portland cement concrete pavement, observation and testing shall be on a full-time basis. For each day of production, aggregate samples shall be obtained for gradation of both the coarse and fine aggregates.

Testing shall be done per ARTICLE 4 – Concrete.

Thickness of fresh concrete must be checked a minimum of every 300 lineal feet each traffic lane according to the CDOT Section 412.24. Any noted deficiency areas shall be corrected at that time. Surface deficiency areas shall also be corrected at that time. Surface smoothness shall be tested and corrected as necessary according to CDOT Section 412.16. The Engineer will decide when the pavement shall be opened to traffic; otherwise, the pavement shall not be opened to traffic until 14 days after the concrete was placed, or until the compressive strength of laboratory cured 6 x 12 cylinders (ASTM C-39) averages 3000 psi. Prior to opening to traffic, the pavement shall also be cleaned, and all joints sealed.

8.3.5 FINAL ACCEPTANCE

All test results shall be submitted and reviewed by the City. Provided all tests are acceptable, the pavement will be accepted. Should testing indicate unsatisfactory work, removal, replacement, grinding or reduced payment will be required.

8.3.6 MEASUREMENT AND PAYMENT

The accepted quantities of concrete pavement will be paid for at the contract unit price per square yard which price and payment shall be full compensation for furnishing and placing all materials, including any dowels, tie bars and joint material.

No additional payment over the unit contract bid price will be made for any pavement which has an average thickness in excess of that shown on the plans. Reinforcing steel, other than as mentioned above, will be measured and paid for in accordance with ARTICLE 5 – Structural Concrete.

8.4 PAVEMENT MARKING

8.4.1 DESCRIPTION

This work consists of furnishing and applying pavement marking, and furnishing and installing, and removing temporary marking in accordance with these specifications, the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), the Colorado supplement thereto, and in conformity to the lines, dimensions, patters, locations, and details shown on the plans or established.

8.4.2 SUBMITTALS

Contractor shall submit product details and MSD Sheets for all paint, pavement marking tape, thermoplastic pavement marking, glass beds, and epoxy pavement marking materials.

8.4.3 MATERIALS

8.4.3.1 Paint

Comply will all provisions of CDOT specifications subsection 708.05.

8.4.3.2 Glass Beads

Comply will all provisions of CDOT specifications subsection 713.08.

8.4.3.3 Modified Epoxy Pavement Marking

Comply will all provisions of CDOT specifications subsection 713.17.

8.4.3.4 Thermoplastic Marking

Comply will all provisions of CDOT specifications subsection 713.12.

8.4.3.5 Pavement Primer

Comply will all provisions of CDOT specifications subsection 708.07.

8.4.3.6 Preformed Plastic Pavement Marking

Comply will all provisions of CDOT specifications subsection 713.13.

8.4.3.7 Pavement Marking Tape

Comply will all provisions of CDOT specifications subsection 713.15.

8.4.3.8 Pavement Marking Tape (Removable)

Comply will all provisions of CDOT specifications subsection 713.16.

8.4.3.9 Raised Pavement Marker

Comply will all provisions of CDOT specifications subsection 713.18.

8.4.3.10 Preformed Thermoplastic Pavement Marking

Comply will all provisions of CDOT specifications subsection 713.14.

8.4.4 CONSTRUCTION REQUIREMENTS

8.4.4.1 General. All pavement markings shall be placed in accordance with the following requirements.

(a) **Pavement Marking Plan.** When pavement marking location details are not provided in the Contract, the Contractor shall submit a layout of existing conditions to the City of Pueblo Traffic Engineer for approval or modification.

(b) **Roadways Closed to Traffic During Construction.** Final markings shall be in place prior to opening the roadway to traffic. Pavement markings on detour routes shall meet all requirements of the MUTCD.

(c) **Roadway Constructed Under Traffic.** Final pavement markings shall be placed within two weeks after final surfacing is completed. Pavement markings shall also be placed on any roadways opened to traffic when the project pavement work is discontinued for more than two weeks.

(d) **Temporary Pavement Markings.** Temporary pavement markings and control points for the installation of those pavement markings for roadways that are being constructed under traffic shall be installed as follows:

(1) Temporary paved roadways shall have a center line, lane line, and edge line markings before they are open for traffic.
(2) Upon removal, markings applied to a final surface shall not leave a scar that conflicts with permanent markings.
(3) Center line, lane line, and edge line temporary markings shall be in pace at the end of each workday.
(4) Temporary pavement stencils (SCHOOL, RR Xing, etc.) are not required unless specified in the plans.
(5) Control Points consisting of 4″ by 1′ marks at 40′ interval may be placed as guide markers for the installation of temporary or final pavement markings. Raised flexible markers may be substituted for these marks. Control points shall not be used as a substitute for any required marking.

(e) All other provisions and specifications of construction shall conform to the latest version of the CDOT specifications with the following exceptions:

(1) Subsection 627.08 (a) Inlaid Preformed Plastic Pavement Marking. Delete this section.
(2) Subsection 627.06 (c) Thermoplastic Pavement Marking – Application. Revise sentence to read: “The minimum thickness of thermoplastic lines as viewed from a lateral cross section **shall not be less than 1/8″**. Measurements shall be taken as an average throughout any 36″ section of the line. The material, when formed into traffic stripes, must be readily renewable by placing an overlay of new material direction over the old line of compatible material. Such new material shall bond itself to the old line in such a manner that no splitting or separation takes place.”

8.4.5 MEASUREMENT AND PAYMENT

The accepted quantities will be paid for at the contract price per unit of measurement for each the pay items listed below that appear in the bid schedule. Payment will be made under:

Table 8.6. Payment Units

Pay Item	Pay Unit
Pavement Marking Paint	Gallon
Modified Epoxy Pavement Marking	Gallon
Pavement Marking Tape	LF
Pavement Marking Paint (Word-Symbol)	SF
Pavement Marking Paint (Xwalk-Stop Line)	SF
Thermoplastic Pavement Marking	SF
Thermoplastic Pavement Marking (Word-Symbol)	SF
Thermoplastic Pavement Marking (Xwalk-Stop Line)	SF
Preformed Thermoplastic Pavement Marking	SF
Preformed Thermoplastic Pavement Marking (Word-Symbol)	SF
Preformed Thermoplastic Pavement Marking (Xwalk-Stop Line)	SF

Waterblasting will not be measured or paid for separately but shall be included in the work. Glass beads and cleaning with high pressure water blast or air blast shall be included in the cost of the work. Each authorized application of temporary pavement marking will be measured and paid for at the contract unit price for each type of material used. Control points and Contractor pavement marking plans will not be measured and paid for separately but shall be included in the work. All costs associated with having the Preformed Plastic Pavement Marking manufacturer-trained installer on-site and providing documentation will not be measured and paid separately but shall be included in the work.

ARTICLE 9

TRAFFIC CONTROL

9.1 GENERAL

9.1.1 DESCRIPTION

Traffic control shall conform to the ordinances and regulations of the City of Pueblo. Construction signing and marking shall conform to the Manual of Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, latest edition and revisions thereto, City of Pueblo Supplement to MUTCD for Traffic Control for Street Construction Utility Work and Maintenance Operations and the State of Colorado Department of Highways Standard Specifications for Road and Bridge Construction (latest edition), Section 614, "Traffic Control Devices", and Section 713, "Traffic Control Materials".

9.2 SCOPE

This work shall consist of furnishing and maintaining in place all barricades, warning signs, lights, and other safety devices required to protect the work, divert traffic, and warn pedestrians of open excavations, unfilled trenches, and other areas or conditions which might be hazardous or dangerous during daylight or darkness.

Detours shall be maintained throughout the period of construction in such a manner as to provide the least amount of disruption to normal traffic flow.

The Contractor shall strictly adhere to all time limits and other restrictions as specified by the City Traffic Engineering Division in the approval of the Traffic Control Plan.

9.3 CONSTRUCTION STAGING

The contractor shall coordinate with the City Traffic Engineering Division to determine the site-specific staging and/or phasing requirements. The Contractor shall schedule the work in such a manner as to comply with the staging and/or phasing requirements contained in the contract documents.

9.4 CONSTRUCTION REQUIREMENTS

9.4.1 General

The Contractor shall maintain a 24 hour, 7 days a week (including weekends and holidays) emergency service to remove, install, relocate, and maintain warning devices. The Contractor shall furnish to the City the name and telephone number of the Traffic Control Supervisor responsible for emergency service.

In the event the Traffic Control Supervisor does not respond within 2 hours, or the City deems it necessary to call out other forces to accomplish emergency services, the Contractor will be held responsible for the cost of such emergency services, without reimbursement.

9.4.2 Existing Traffic Control Devices

Prior to commencing work in the vicinity of any existing Traffic Control Devices, the Contractor shall coordinate with the City Traffic Engineering Division in the removal of devices which need to be removed or relocated to accommodate the work. The Contractor shall store all devices in a safe and secure manner throughout the period of work and assume responsibility for temporary devices if necessary.

Upon completion of the work in the vicinity of the previously removed Traffic Control Devices, the Contractor shall reinstall the devices as directed by the City Traffic Engineering Division. Any Traffic Control Devices damaged during removal, relocation storage, or reinstallation shall be repaired or replaced by the Contractor, to City Standard, at their expense.

The removal relocations, storage, and reinstallation of existing devices shall not be paid for separately but shall be considered as incidental to the project.

9.4.3 Traffic Control Plans

9.4.3.1 Submittal

The Contractor shall submit Traffic Control Plans in drawing form for the review and approval by the City Traffic Engineering Division or project engineer. The Traffic Control Supervisor shall provide a night telephone number to assure 24-hour availability.

Traffic Control Plans for street closure and major detours of local and/or through traffic shall be submitted to the City Traffic Engineering Division or project engineer at least ten calendar days in advance of the closure or detouring.

Traffic Control Plans not involving closures or major detours shall be submitted a minimum of 72 hours (three City business days) prior to implementation.

No phase of construction shall commence until the Traffic Control Plan has been approved. Approved Traffic Control Plans shall not be revised without prior approval of the City Traffic Engineering Division or project engineer. Revisions shall be submitted in accordance with the above requirements.

9.4.3.2 Format

Traffic Control Plans shall include detailed signing, barricading, and traffic detouring information for each phase or stage of construction including as a minimum: type and number of devices, working hours, date(s), number and location of flaggers, and time restrictions, if any.

9.4.3.3 Copies of Approved Plan

Copies of the approved Traffic Control Plans shall be available on-site at all times; the Contractor shall provide copies to the Project Engineer, Traffic Engineer, and Project Inspector.

9.4.4 Traffic Control Supervisor

9.4.4.1 Qualifications

The Contractor shall designate a Traffic Control Supervisor who shall perform the Traffic Control Management and shall be responsible for maintaining all Traffic Control Devices in compliance with the approved Traffic Control Plan.

The Traffic Control Supervisor shall be either an employee of the Contractor, other than the Superintendent, or an employee of a firm which has a subcontract for the overall Traffic Control Management for the project. The Traffic Control Supervisor shall be currently certified by the American Traffic Safety Services Association or Colorado Contractors Association as a Worksite Traffic Control Supervisor.

The name and qualifications, including a current copy of the American Traffic Safety Services Association certification, of the Traffic Control Supervisor shall be submitted to the Engineer and the Engineer's approval shall be obtained prior to commencing construction. The Traffic Control Supervisor shall have an up-to-date copy of part VI of the Manual of Uniform Traffic Control Devices (and revisions thereof) and City of Pueblo Supplement to MUTCD for Traffic Control for Construction, Utility Work and Maintenance Operations available on-site at all times.

9.4.4.2 Duties

The Traffic Control Supervisor duties shall include, but not be limited to:

(a) Preparing, revising, and submitting the Traffic Control Plan as required.

(b) Direct supervision of project flaggers.

(c) Coordinating all Traffic Control operations, including those of subcontractors and suppliers.

(d) Coordinating project activities with appropriate police and fire control agencies.

(e) Maintaining a project Traffic Control diary which shall become a part of the project records.

(f) Inspecting Traffic Control Devices on every calendar day that Traffic Control Devices are in use. (By the Traffic Control Supervisor or his approved representative).

(g) Ensuring that Traffic Control Devices are functioning as required.

(h) Overseeing all requirements covered by the plans and specifications which contribute to the convenience, safety and orderly movement of traffic.

9.4.4.3 Working Hours

The Traffic Control Supervisor shall be available on a 24 hour per day basis. The Contractor shall make arrangements so that the Traffic Control Supervisor, or his representative as approved by the City, will be available on every working day and upon the request of the Engineer.

9.4.5 Flaggers/Off-Duty Police Officers

The City Traffic Engineering Division may require flaggers or off-duty police officers for traffic direction.

9.4.5.1 Qualifications

(a) All flagging personnel shall have completed the Colorado Department of Transportation minimum training requirements for flaggers within 2 years prior to beginning the project. Flaggers will be required to have a current American Traffic Safety Services Association certification card upon their person when engaged in any flagging operation.

(b) Off-duty police officers shall be active members of the City of Pueblo Police Department. The Contractor shall be responsible for contacting the Police Department and making all arrangements for off-duty officers.

9.4.6 Pedestrian Traffic Control

Throughout construction, the Contractor shall maintain pedestrian walkways along all public streets unless otherwise approved by the City Traffic Engineering Division. Said pedestrian walkways shall be a minimum of 4′ wide and shall be safely delineated. Pedestrian walkways shall be surfaced in a manner approved by the Engineer and shall be safely maintained and kept clear of all debris and obstructions (including tools, equipment, and materials). Unless otherwise specified in the contract documents, pedestrian walkways shall be supplied and maintained by the Contractor at his expense.

9.4.7 Access to Adjacent Properties

The Contractor shall notify all affected residents and/or property owners a minimum of 48-hours prior to restricting normal access from public streets to adjacent properties. The Contractor shall inform each resident and/or property owner of the nature of the access restriction, the approximate duration of the restriction, and the best alternate access route for that particular property. Any closure of access to or from adjacent property shall be submitted to the Engineer and approved prior to implementation.

9.4.8 Re-Opening to Traffic

Before reopening any portion of the public streets to vehicular traffic, the Contractor shall restore the pavement as required by the Plans and Specifications and in accordance with Section 19-5-2 of the City Code, "Excavations", shall reset all signs, and shall restore all pavement markings. If necessary, a temporary asphalt concrete surface and temporary pavement markings shall be installed by the Contractor at his expense.

Any signs damaged as a result of the Contractor's work shall be repaired or replaced to the requirements of the City Traffic Engineering Division; said repair or replacement shall be at the Contractor's expense.

9.5 MEASUREMENT AND PAYMENT

Work performed under this section shall be paid for by one of the following methods as specified in the contract documents:

9.5.1 Lump Sum Bid Item

When Traffic Control is shown as a Lump Sum item in the bid schedule, it shall be the responsibility of the Contractor to determine the Traffic Control needs for the project, including all devices and personnel, and to develop the bid amount accordingly. Payment shall be made as a percentage of the Traffic Control Lump Sum amount equal to the percent-complete-to-date of the balance of the total contract amount less any previous payments for Traffic Control. In no case shall the total amount paid for Traffic Control exceed the Lump Sum shown in the bid schedule.

9.5.2 Incidental to Project

When Traffic Control is not shown in the bid schedule as a separate item, the work shall not be paid for separately, but will be considered as incidental to the project.

ARTICLE 10

LANDSCAPING

10.1 DESCRIPTION

This work shall consist of furnishing and spreading fertilizers; soil preparation; furnishing and drilling or sowing seed; mulching the seeded areas; and placing blue grass sod in accordance with these specifications, accepted horticultural practice, and in reasonably close conformity with the locations and details shown on the plans or as designated.

For seeding in unirrigated or sprinkled areas, spring seeding is allowed from the **spring thaw to June 15th** and fall seeding is allowed from **September 1st until consistent ground freeze**. Seeding will be allowed between June 15th and September 1st only with irrigation or sprinkler systems being utilized.

Seeding accomplished outside the time periods listed above will be allowed only when ordered by the Landscape Architect or City Engineer or when the Contractor's request is approved in writing. When requested by the Contractor, the Contractor must agree to perform the following work at no cost to the City: (1) apply the specified seed and mulch at a rate of not less than 25 percent greater per unit area than the rates specified for use within the time periods listed above, (2) re-seed, re-mulch, and repair areas which fail to produce vegetation.

When seeding is ordered by the Landscape Architect or City Engineer outside the time periods listed above, the cost of additional material will be paid for by the City. The Contractor will not be responsible for failure of the seeded area to produce vegetation due to reasons beyond the control of the Contractor.

Sod shall be placed between **September 15 to October 15 and March 1 to April 15** of the calendar year or as otherwise approved by the Engineer.

Mulching may be accomplished by the crimping method using straw or hay, by the hydraulic method using wood cellulose fiber mulch or by other acceptable mulching methods approved by the Landscape Architect or City Engineer.

10.2 MATERIALS

10.2.1 Seed

(1) All seed shall be furnished in bags or containers clearly labeled to show the name and address of the supplier, the seed name, the lot number, net weight, origin, the percent of weed seed content, the guaranteed percentage of purity and germination, pounds of pure live seed (PLS) of each seed species and the total pounds of pure live seed in the container. All brands furnished shall be free from such noxious seeds as Russian or Canadian Thistle, European Bindweed, Johnson Grass and Leafy Spurge. The Contractor shall furnish to the Engineer a signed statement certifying that the seed furnished is from a lot that has been tested by a recognized laboratory for seed testing within six months prior to the date of delivery. Seed which has become wet, moldy, or otherwise damaged in transit or in storage will not be acceptable.

(2) The mixture shall consist of the following species and rates. Planting rates are expressed in terms of pure live seed (PLS).

(3) Turf Mix:

Species	Variety	LBS. PLS per 1,000 SF Drilled	LBS. PLS per 1,000 SF Broadcast
Turf Type Tall Fescue (*Festuca spp*.)		9.0	18.0
Kentucky Bluegrass (*P. pratensis*)		1.0	2.0
		10# PLS	20# PLS

*NOTE: This is a sample seed mix, refer to project specifications.

(4) Native Mix:

Species	Variety	LBS. PLS per Acre Drilled	LBS. PLS per Acre Broadcast
Blue grama (B. gracilis)	Lovington	0.4	0.8
Little bluestem (*S. scoparium*)	Pastura	1.2	2.4
Sideoats grama (B. *curtipendula*)	Butte or Vaughn		
Prairie sandreed (*C. longifolia*)	Goshen	1.1	2.2
Sand dropseed (*S. cryptandrus*)		0.1	0.1
Green needlegrass (N. *viridula*)		1.7	3.4
Streambank wheatgrass (*E. lanceolatus)*	Sodar	2.0	4.0
		8.1# PLS	16.1# PLS

*NOTE: This is a sample seed mix, refer to project specifications.

(5) Seed and seed labels shall conform to all current State and Federal regulations and will be subject to the testing provisions of the Association of Official Seed Analysis. Computations for quantity of seed required are based on the percentage of purity and percent of germination.

(6) If seed available on the market does not meet the minimum purity and germination percentages specified, the Contractor must compensate for a lesser percentage of purity of germination by furnishing sufficient additional seed to equal the specified product. Product comparison shall be made on the basis of pure live seed in pounds based on the information received from each seed bag. The formula used for determining the quantity of pure live seed (PLS) shall be: Pounds of Seed x (Purity x Germination) = Pounds of Pure Live Seed (PLS).

(7) Areas that are non-irrigated or not provided with sprinkling or watering systems shall be seeded prior to May 15th in the Spring **or** following September 30th in the Fall.

(8) Seeding shall follow closely behind the tilling of the fertilizer or as directed by the Landscape Architect or City Engineer, to make special seed bed preparation unnecessary. The Landscape Architect or City Engineer may establish test sections for adjusting the seeding equipment to assure the specified rate. The Engineer may order equipment readjustment at any time.

(9) All slopes 2:1 and flatter shall be seeded by mechanical power drawn drills followed by packer wheels or drag chains. Mechanical power drawn drills shall have depth bands set to maintain a planting depth of at least one-quarter inch and shall be set to space

the rows not more than seven inches (7”) apart. Seed that is extremely small shall be sown from a separate hopper adjusted to the proper rate of application.

(10) Seed shall not be drilled or sown during windy weather or when the ground is frozen or otherwise untillable.

(11) If inspections indicate that strips wider than the specified space between the rows planted have been left or other areas skipped, the Landscape Architect of City Engineer may require immediate resowing of seed in such areas at the Contractor's expense.

(12) Unless otherwise noted on the plans, the Contractor shall be responsible for maintaining and watering areas seeded for a period of seven weeks after the time of seeding.

(13) Areas in which there is not a satisfactory stand (no bare areas larger than six (6) square inches) at the expiration of this seven-week period shall be reseeded. Sprinkling of the seeded areas shall be carefully done in such manner to avoid standing water, surface wash, or scour. Areas seeded and so maintained shall be protected against damage by vehicle and pedestrian traffic by the use of barriers and appropriate warning signs.

10.2.2 Sod

(1) Superior sod grown from certified, high quality, seed of known origin or from plantings of certified grass seeds or stolons. Contractor shall submit to the Landscape Architect or City Engineer the name of the turf farm(s).

(2) Sod shall be true to type, quality cultured turf grass grown from seed approved by the US Department of Agriculture, free of diseases, clover, stones, pests and debris, and containing maximum of 2% of other grass species than variety specified; no more than two (2) broadleaf weeds or ten (10) annual weeds of weedy grasses per 50 square yards. Thickness of sod soil portion 1" maximum.

(3) Inspect sod to –

a. Assure satisfactory genetic identity and purity.
b. Assure over-all high quality and freedom from noxious weeds or an excessive amount of other crop and weedy plants at time of harvest.

(4) Sod shall be composed of the following approved seed mixtures:

Sod Blend		**Supplier**
KBG/Texas Mix		Southwest Farms
VorTEX		Korby Sod LLC
Graff’s Texas Blue Grass Blend		Graff’s Turf Farms
G & S Select		Bigfoot Turf

*NOTE: Sample seed mixture, refer to project specifications.

10.2.3 Fertilizers

(1) Fertilizer shall be delivered to the site, mixed as specified, in the original unopened standard size bags showing weight, analysis and name of manufacturer. Containers shall bear the manufacturer's guaranteed statement of analysis and shall be furnished to the Landscape Architect or City Engineer. Store fertilizer in a weatherproof place and in such a manner that it shall be kept dry and its effectiveness shall not be impaired.

(2) Superphosphate: Soluble mixture of treated minerals, 16% to 20% available phosphoric acid.

(3) Commercial Fertilizer: Complete fertilizer containing the following percentages of available plant nutrients:

a. Tablets: For trees and shrubs, provide tightly compressed long lasting, slow release tablets weighing 21 grams with an analysis of 20-10-5, and a potential acidity of not more than 5% by weight.
b. Granular: For lawns, vines, flowers and groundcovers, provide a granular, slow release, commercial fertilizer with NPK proportion of 3:1:2 with 120 days controlled release such as 24-4-10 50% duration and 3% iron.
c. Trees over 2” in caliber shall also receive: Install one 3 oz. packet of Mycor Tree Saver per one-inch diameter of tree trunk (i.e. 3 (3 oz.) packets per 3” B&B tree). Provide City Representative with 20 extra packets.

10.2.4 Mulch

(1) Hay mulch shall consist of clean field hay and shall not contain seeds of noxious weeds. Hay in such an advanced state of decomposition as to smother or retard the growth of grass will not be accepted. Hay which breaks in the crimping process rather than bending will not be accepted. The hay mulch shall have a minimum of 60% of the hay stubble 10" or longer upon completion of the crimping operation.

(2) After seeding has been completed, hay shall be uniformly applied at the rate of two tons per acre or as directed. It shall then be crimped in with a crimper or other approved equipment. After application 60% of the crimped hay shall be 10" or longer. The Landscape Architect or City Engineer may order the employment of hand-crimping operations on such areas where excessive ground slopes or confined areas would cause unsatisfactory crimping to result by mechanical methods. Crimping shall be performed on the contour. Crimping against the contour shall not be accepted.

(3) The seeded area shall be mulched and crimped within 24 hours after seeding. Areas not mulched and crimped within 24 hours after seeding must be reseeded with the specified seed mix at the Contractor's expense.

(4) Wood Cellulose Fiber for hydraulic mulching shall not contain any substance or factor which might inhibit germination or growth of grass seed. It shall be dyed an appropriate color to allow visual metering of its application. The wood cellulose fibers shall have the property of becoming evenly dispersed and suspended when agitated in water. When sprayed uniformly on the surface of the soil, the fiber shall form a blotter-like ground cover which readily absorbs water and allows infiltration to the underlying soil. Weight specifications from suppliers, and for all applications, shall refer only to air dry weight of the fiber, a standard equivalent to 10 percent moisture. The mulch material shall be supplied in packages having a gross weight not in excess of 100 pounds and

shall be marked by the manufacturer to show the air-dry weight content. Suppliers shall certify that laboratory and field testing of their product has been accomplished, and that it meets all the foregoing requirements pertaining to wood cellulose fiber mulch.

(5) Cellulose wood fiber mulch shall be added after the proportionate quantities of water and other approved materials have been placed in the slurry tank. All ingredients shall be mixed to form a homogeneous slurry. Using the color of the mulch as a metering agent, the operator shall spray apply the slurry mixture uniformly over the designated seeded areas. Areas not properly mulched or areas damaged due to the Contractor's negligence, shall be repaired and remulched in an acceptable manner at the Contractor's expense. Mulch removed by circumstances beyond the Contractor's control shall be repaired and remulched as ordered. Payment for this corrective work, when ordered, shall be at the contract prices.

10.2.5 Imported Backfill

(1) Fertile, loose, friable sandy loam or natural agriculture topsoil typical of locality and capable of sustaining vigorous plant growth. Shall be clean and free from toxic minerals, noxious weeds, rocks larger than two inch (2”) in any dimension, and other objectionable materials.

(2) Borrow Topsoil shall be tested by an approved laboratory for both a “Soil Sample Test” and a ” Paste Test” and provide the results to the Owner. If necessary, to bring the soils into a satisfactory condition for growing the plant material, the Contractor shall provide proposed recommendations on how the Contractor will amend the soil, at the Contractor’s expense.

(3) Acidity/alkalinity range - pH 6.0 to 8.0.

10.2.6 Top Soil

(1) Contractor is to provide topsoil mix that conforms to the following tolerances.

(2) Topsoil for all tree, shrub, and ground cover planting beds shall consist of the following:

a. 60% to 70% sand
b. 10% max. silt.
c. 10% max. clay.
d. minimum 12% organic matter
e. pH value of 5.0 to 6.0.
f. Drainage minimum of 3/4 inch/hr.

(3) Acceptable amendments include:

a. Composted organic wood and manure-based product with a carbon to nitrogen ratio between 15:1 and 30:1, with a pH of 5 to 6, salt content below 6 mmhos/cm. Other materials such as mushroom compost, etc. may be considered for approval.
b. Amendments shall be free of objectionable odor, and free from all viable weed seeds, finely shredded to pass 70% through a 1/4 inch mesh screen.

(4) Topsoil for all lawn and meadow areas shall consist of the following:

a. 60% to 80% round sand.
b. 10% max. silt.
c. 10% max. clay.
d. minimum 5% organic matter
e. pH value of 5.0 to 6.0.
f. Drainage minimum of 3/4 inch/hr.

(5) Sand:

a. River pump or screened quarry sand with a particle size breakdown as follows. Provide sieve analysis for approval.

Coarse Sand	15%
Medium Sand	65%
Fine Sand	20%

(6) Compost:

a. Well-decomposed, 2-year-old, organic wood and manure based product with a carbon to nitrogen ratio between 15:1 and 30:1, with a pH of 5 to 6, and a salt content below 6 mmhos/cm. Other materials such as a decomposed mushroom or vegetable matter of natural occurrence may be considered for approval. Sheep and peat is acceptable.
b. Shredded particle minimum size: 1/4 – 1/2 inch.

(7) Fertilizer:

a. Analysis and application rates in accordance with soil analysis results - Slow release type sulphur coated urea complete with micronutients.

(8) Peat Moss: (Mountain peat moss is not acceptable for use on the project)

a. Derived from partially decomposed fibrous or cellular stems and leaves of species of Sphagnum Mosses.
b. Elastic and homogenous, brown in color.
c. Free of wood and deleterious material that could prohibit growth.
d. Shredded particle minimum size: 1/4".

(9) Drain gravel: 3/4" diameter clean round drain rock, free of fines.

10.2.7 Organic Soil Amendment

(1) Organic soil amendment shall be a composted organic wood and manure-based product with a carbon to nitrogen ratio between 15:1 and 30:1, with a pH of 5.0 to 6.0, and a salt content below 6 mmhos/cm. Other materials such as a decomposed mushroom or vegetable matter of natural occurrence may be considered for approval.

(2) The organic soil amendment shall be free of objectionable odor, and free from all viable weed seeds, finely shredded to pass 70% through a 1/8-inch mesh.

(3) Compost steer manure or peat moss, “Nutril Mulch”, “Soil Pep”, nitrogen stablilized organic amendment (not sawdust), or other material approved by Owner.

10.2.8 Natural Rock Materials

(1) Boulders shall be selected and approved by the Landscape Architect or City Engineer. Type, size, and color shall be as directed by the City. Boulders shall be approved prior to delivery to the site.

(2) Boulders shall be clean, uniform in type, and free of abrasions, marks, drill holes, and all other deleterious marks.

10.2.9 Brick Pavers

(1) Brick pavers shall conform to ASTM C-902, SW grade, Class SX, Type 1. Water absorption shall not exceed 4%.

(2) Size: Wire-cut pavers to dimensions shown on the drawings.

(3) Color shall be as specified on the drawings or by the Landscape Architect or City Engineer.

(4) Friction Factor: Permanent wet leather/wet paver factor of 0.5 minimum.

10.2.10 Irrigation

(1) General Piping

a. Pressure Supply Lines (downstream of backflow prevention units) – Sch. 40 PVC.
b. Non-pressure Lines - Class 200 PVC
c. PVC Sleeving – Sch. 40 PVC.
d. Drip Tubing – Toro Dura-Pol EHD 1645 3/4" with .050 inch wall thickness.
e. Emitter Tubing - As recommended by emitter manufacturer.

(2) Plastic Pipe and Fittings:

a. Identification Markings. Identify all pipe with following indelible markings.

i. Manufacturer's name.
ii. Nominal pipe size.
iii. Schedule of class.
iv. Pressure rating.
v. NSF (National Sanitation Foundation) seal of approval.
vi. Date of extrusion.

(3) Solvent Weld Pipe. Manufactured from virgin polyvinyl chloride (PVC) compound in accordance with ASTM D2241 and ASTM D1784; cell classification 12454-B, Type 1, Grade 1.

a. Fittings - Standard Schedule 40, injection molded PVC; complying with ASTM D1784 and D2466, cell classification 12454-B.

i. Threads. Injection molded type (where required).
ii. Tees and ells
    1. Threaded Nipples - ASTM D2464, Schedule 80 with molded threads.
    2. Joint Cement and Primer - Type as recommended by manufacturer of pipe and fittings.

(4) Drip Irrigation Systems

a. Drip Tubing - Manufactured of flexible vinyl chloride compound conforming to ASTM D1248, Type 1, Class C, Category 4, P14 and ASTM D3350 for PE 122111C.
b. Fittings - Type and make recommended by tubing manufacturer.
c. Drip Valve Assembly – type and size to be shown on design submittal.

    i. PR Filter - Plastic construction with 200 mesh (75 micron) nylon screen and 1/2 inch blow-out assembly. Pressure reduction is included in the filter.
    ii. Control Valve - 2 way, solenoid pilot operated type made of synthetic, non-corrosive material; diaphragm activated and slow closing. Include freely pivoted seat seal; retained (mounted) without attachment to diaphragm.
d. Emitters –Single port, pressure compensating, press on type by Rainbird.

    i. Use 2 emitters per shrub, 4 per tree, and 1 per flower or groundcover. See plant list for specific emitter size.
    ii. Gallons per hour (GPH) as indicated on plans.

e. Landscape Dripline Tubing – Dual outlet ports, pressure compensating in-line emitter tubing, Rainbird LD-09-12.

(5) Gate Valves - Gate Valves for 3/4 inch through 2-1/2 Inch Pipe - Brass construction; solid wedge, IPS threads, and non-rising stem with wheel operating handle.

(6) Quick Coupling Valves - Brass two-piece body designed for working pressure of 150 PSI; operable with quick coupler. Equip quick coupler with locking rubber cover. Key size and type as shown on Drawing.

(7) Valve Boxes:

a. Gate Valves, Quick Coupling Valves, Drain Valves, Drip Line Blow-out Stubs, and Wire Stub Box - Carson Brooks #910-10, box as detailed.
b. 3/4 inch through 2 inch Control Valves - Carson Brooks #1419-12 box.
c. Drip Valve Assemblies - Carson Brooks #1220-12 box.

(8) Electrical Control Wiring:

a. Two Wire System
b. Low Voltage
c. Electrical Control Wire - American Wire Gauge (AWG) No. 14 solid copper, Type UF cable, which is UL approved for direct underground burial, if required to operate system as designed.

d. If multiple controllers are utilized, and wire paths of different controllers cross each other, both common and control wires from each controller shall be different colors approved by Landscape Architect or City Engineer.
e. Control Wire connections and splices shall be made with 3M direct bury splice, Rain Bird Pentite connectors, or similar dry splice method.
f. Low Voltage – (2-Wire Decoder Cable)
    i. Electrical Control Wire - UFUL approved, Paige Wire P7072D 12/2 (or as per manufactures requirements, direct burial copper wire to operate system as designed.
    ii. If multiple controllers are utilized, refer to wire routing plan for individual wire runs. Each controller shall have a wire path of a different color. Refer to plan for any additional cable color requirements.
    iii. If multiple controllers are utilized, each controller shall have its own 2-wire decoder cable run, controllers cannot be connected with same 2-wire run.
    iv. Loop five (5) feet minimum of 2-wire cable into all valve boxes.
    v. Control Wire connections and splices shall be made with 3M DBY or King 600 DBY/R, or similar, direct bury splice, or as required by the controller manufacturer.

g. High Voltage – Type required by local codes and ordinances, of proper size to accommodate needs of equipment serviced.

(9) Automatic Controller – Size and type as shown on drawings and details. Unless otherwise specified use Weathertrak brand.

(10) Hydrometer Master Control Valve/Flowmeter - Size and type shown on Drawings per each system design.

(11) Electric Control Valves - Size and type shown on Drawings having manual flow adjustment (except drip valves) and manual bleed nut.

(12) Sprinkler Heads - As indicated on Drawings. Fabricated riser units in accordance with details on Drawings - with riser nipples of same size as riser opening in sprinkler body.

(13) Backflow Preventer - Size and type indicated on Drawings; Brass construction with 150 psi working pressure.

10.2.11 Erosion Matting

(1) The erosion matting shall be installed as shown on the drawings and as directed by the Landscape Architect or City Engineer. An additional row of blanket (approximately four feet wide) may also be required in areas of steep slopes, drainage paths or south exposures. The area to be covered shall be properly prepared, fertilized, and seeded before the blanket is applied.

(2) The product data for the erosion matting must be submitted to and approved by the Landscape Architect or City Engineer prior to installation.

(3) When the blanket is unrolled, the netting shall be on top and the fibers in contact with the soil over the entire area. In ditches, the blankets shall be applied in the direction of the flow of the water, butted snugly at ends and side and stapled. On slopes, the

blankets shall be applied either horizontally or vertically to the slope. Ends and sides shall be butted snugly and stapled.

(4) When two or more lengths of fabric area required to be installed side-by-side or end-toed to cover an area, a common row of staples will be used on adjoining blankets.

Minimum Blanket Dimensions	
Width	4 feet min.
Length	180 feet min.
Roll Sizes	80 square yards
Approx. Weight	78 pounds per roll
Staples	11 gauge wire, “U” shaped with 2-inch crown and legs 8-inches in length, min.

(5) The erosion matting will be applied uniformly and completely over the designated area. Use four staples across at the start of each roll. When blankets are placed along side of each other, outer staples shall be placed so as to catch the edge of each roll. Staple in row, in two-foot intervals along the entire length of the roll, and place two staples centered on the blanket, halfway between each row.

(6) As a waterway liner, staple at two-foot intervals throughout the length of the roll. When using two or more blankets side-by-side in a water course, do not put the seam (edges of adjoining blanket) at the center of the water flow. Offset approximately six (6) inches to one (1) foot.

(7) The Contractor shall also be responsible for maintaining and caring for the blankets for a seven-week period. All blankets that are disturbed during this period will be replaced and/or restapled by the Contractor.

10.2.12 Geotextile Fabric

Geotextile Fabric (Filter Fabric): Shall be Warren's Terrabond, Mirascape, DuPont Typar 3301 or approved substitution.

10.2.13 Plant Installation Accessories and Materials

(1) Ground Anchors at Tree Pits: Duckbill-type galvanized steel ground anchor/rootball system and cable assembly 68 RBK kit (for trees up to 3’’ caliper) or 88 RBK kit (for trees up to 6’’ caliper), by Foresight Products, Inc., (800) 325-5360, or accepted equal. Install per manufacturer’s recommendations. Do not install on dry, cracked, crumbling or broken rootballs.

(2) Guying and Staking Material:

a. Guying Wire: 12-gauge galvanized steel wire. Cotton/Nylon Webbing Straps with Grommets as provided by Jeffco Enterprises, Inc., 6340 W. 56th Avenue, Arvada, CO 80002, (303)422-2722, or accepted substitute.

i. Size for Trees Up to 3-1/2" Caliper: 16" x 3".
ii. Straps: Tensile strength of 1,000 lbs. and heat sealed on ends.
iii. Strap Color: Brown or Tan.
iv. Grommets: Securely attached and minimum 1/4 inch from end of strap.

b. Tree Wrapping: Tree wrapping material shall be of first quality, 4-inch wide, bituminous impregnated tape, corrugated or crepe paper, brown in color, specifically manufactured for tree wrapping. The Contractor shall submit a sample for Owner's approval a minimum of 3 weeks prior to delivery on site.

10.2.14 Pre-Emergent Herbicide

At Contractor's option, pre-emergence herbicide: Shall be "Pendulam Aqua Cap" as manufactured by BASF or approved substitution. Apply as per manufacturer's recommendations for weed control.

10.2.15 Post-Emergent Herbicide

For all turf planting beds, provide Roundup (Glyphosate) as manufactured by Monsanto Company or approved equal.

10.2.16 Insecticide and Fungicide

(1) For all tree plantings, provide systemic insecticide, Merit 75 WP or approved equal.

a. Systemic insecticide such as Merit 75 WP Brand or approved equal shall be applied per manufacturer's recommendation at time of planting of trees and approved by Owner.
b. Trees: Install 1.0 to 1.4 level teaspoons per one-inch of trunk diameter (D.B.H., At Breast Height) Minimum (1) teaspoon per 2" caliper tree.
c. Shrubs: Install .7 to 1.4 level teaspoons per one-foot of height of shrub.
d. Method of application shall be soil injection or soil drench as per manufacturer's recommendation. Apply treatment with water and keep moist for 7 to 10 days. Insecticide and fungicide shall be approved by Owner's Representative.

10.2.17 Landscape Edger

Landscape edger shall be "Permaloc Cleanline" or equal, 3/16" x 5 ½" aluminum edger with aluminum stakes or pins for supports, factory painted dark green

10.2.18 Integral Colored Concrete

(1) Refer to Article 4 - Non-Structural Concrete for the concrete mix requirements

(2) Integrally colored concrete used on the project shall be Davis Color, as noted on plans, and installed as per manufacturer's specifications.

(3) Coloring pigment added must be determined by weight. Visual bag splitting will not be permitted.

(4) All aggregate materials must be supplied from the same source and must be non-reactive.

(5) Cement for the entire project must be supplied from the same source and must be the same type and brand.

(6) For each specified color, maintain the same weight ratio pigment to cement for all colored concrete that is placed.

(7) The curing and sealing compound for colored concrete shall be of same manufacturer as colored admixture, for use with integrally colored concrete, and shall conform to ASTMC309.

10.2.19 Plant Materials

(1) Plant Quality:

a. Plants: First class representatives of specified species or variety or cultivar, in healthy condition with normal well developed branch and root systems, free of all objectionable features, and in conformance with the requirements of AJCH, American Standard for Nursery Stock and Colorado State Nursery Act. Where standards may conflict, use standard that requires the highest quality of performance.

i. Trees: Fully branched in proportion to width and height. Minimum acceptable sizes of plants measured before pruning with branches in normal position, shall conform to measurements as specified in plant list furnished.
ii. Larger plants than specified may be used, if accepted, at no additional cost to Owner.
iii. All plants must be a minimum of 2 years old.

b. Source: Plants grown in Hardiness Zones 2, 3, 4 and 5 only will be accepted. Plants shall be nursery grown. The term "nursery grown" includes native plants and imported plants that have been growing in a nursery for a minimum of one growing season. Trees and shrubs shall have been root-pruned during their growing period in the nursery in accordance with standard nursery practice.

i. Hardiness Zones: Defined in U.S. Department of Agriculture publications.
ii. Grower's Certificates: Required when doubt exists as to origin of plant material.

c. Insects, Pests and Plant Diseases:

i. Trees and Shrubs: Healthy, free of diseases, insects, eggs, larvae, or parasites of objectionable or damaging nature.
ii. Coniferous Trees: Spray at time of installation and periodically as required to exclude infestation until final acceptance.

d. Inspection: Subject to inspection and acceptance. Owner reserves right to reject at any time or place prior to final project acceptance, any and all materials and plants which in Owner's opinion fail to meet these specification requirements. Inspection is primarily for quality; however, other requirements are not waived even though visual inspection results in acceptance. Plants may be inspected where growing, but inspection at growth site shall not preclude right of rejection at site.
e. Promptly remove rejected plants and other materials from site.

(2) Plants Required: Species (botanical name), size, manner in which to be furnished and quantity required to complete the planting, are listed and indicated by symbol on the Drawings.

a. In event discrepancies occur between the quantities of plants indicated in schedule and indicated by symbol on Drawings, plant quantities indicated by symbol on Drawing shall govern.

(3) Procurement: The entering of a proposal and execution of a contract will be construed as evidence that the Contractor has made successful procurement arrangements for plant materials as specified.

(4) Substitutions: Substitutions will not be accepted, except with written permission of Owner.

10.2.20 Root Barrier

Root Barrier shall be Century Root Barrier, CR2420, as supplied by:

Century Products USA
1144 North Grove St.
Anaheim, CA 92806
Ph. 714-632-7083
Fax: 714-632-5470
www.centuryrootbarrier.com

10.3 EXECUTION

10.3.1 Finish Grading and Site Preparation

Preparation:

(1) Protection

a. Trees, shrubs, and other plants

i. Protect trunks and roots of existing trees on site, which are intended to remain. Do not use heavy equipment within branch spread or within the dripline of the tree. Interfering branches may be removed only with the direction from the Landscape Architect or City Engineer. Protect other plants and features, which are to remain. Do not expose or damage existing shrub or tree roots.

(2) During preliminary grading, dig out weeds from planting areas by their roots and remove from site.

(3) Remove from site rocks larger than 2 inches in size and foreign matter such as building rubble, wire, cans, sticks, concrete, etc., before placing topsoil.

Performance:

(1) Add amendments necessary and redistribute existing topsoil stored on site and provide additional borrow backfill material required to bring surface to within 1” below of finish walk or curb grades.

(2) Direct surface drainage in manner indicated on Drawings by molding surface to facilitate natural run-off of water. Fill low spots and pockets with topsoil and grade to drain properly.

10.3.2 Rockwork

General:

(1) Construct rockwork with natural rock, at locations shown on the drawings or as directed by the Landscape Architect or City Engineer.

(2) During installation, rockwork that does not meet the quality of the submittals or samples as determined by the Landscape Architect or City Engineer shall be removed by the Contractor and replaced at no additional cost to the City. Field modifications recommended by the Contractor and approved by the Landscape Architect or City Engineer shall be made without additional cost to the City.

Preparation, Layout, and Installation:

(1) Field verify location for boulder placement prior to installation of boulders.

(2) Handle, hoist, anchor and otherwise place boulders in the location approved by the Owner.

(3) Boulders shall be installed with no more than 2/3 of boulder height above grade.

(4) Boulders shall be placed so that top of boulder is no higher than 24” above adjacent street elevation.

(5) Contractor shall assume responsibility for proper alignment of completed work.

Defective Materials and Rockwork:

(1) Rockwork shall be considered defective if not constructed or placed in accordance with the requirements of the drawings and specifications as determined by the Architect. Natural boulders must be held securely in permanent position.

(2) Defective rockwork shall be removed and replaced with new rockwork acceptable to the Landscape Architect or City Engineer, unless suitable correction of defects may be otherwise accomplished as authorized by the Landscape Architect or City Engineer, and without additional cost to the City.

10.3.3 Brick Paving

Examination:

(1) Verification of Conditions:

a. Notify Landscape Architect or City Engineer of discovered conflicts and discrepancies on Drawings with conditions on the site which would prevent proper installation of brick work.
b. Review the site and verify that other trades have completed their work and that the site is acceptable to receive the brick work.

Preparation:

(1) Controls: Lay brick work plumb and true to line and grade as indicated on the Drawings and in accordance with approved standards of brick paving construction. Be responsible for proper drainage on brick paving surfaces.

(2) Brick on Sand Base: For subgrade preparation, see Section 02310 - Finish Grading and Section 02315 - Excavating, Backfilling and Compacting.

(3) Cleaning: Clean brick before setting by thoroughly scrubbing with fiber brushes and follow with a thorough drenching with clean water. Use only mild cleaning compounds containing no caustic or harsh fillers or abrasives.

(4) Setting Bed/Surface: Thoroughly clean up, sweep, brush down and scrub as required to generate an optimum substrate for accepting the brick work.

Installation of Brick on Sand Base:

(1) Soil Sterilant: Apply solution over the entire area to be paved in accordance with the manufacturer's latest printed instructions.

(2) Sand Base: Place sand base to thickness indicated on the Drawings and thoroughly compact.

(3) Setting: Set pavers in patterns indicated on the Drawings.

(4) Joints: Set pavers snugly together with tight joints; tamp in place maintaining true line and grade.

(5) Sand Topping: Sweep joints full of sand. Sweep excess sand from bricks and remove.

Tolerances:

(1) Do not permit finished paving surfaces to vary more than 1/4 in. measured with a 10 ft. metal straightedge, except at grade changes.

(2) No "birdbaths" or other surface irregularities will be permitted. Correct irregularities to the satisfaction of Landscape Architect.

10.3.4 Irrigation

(1) Coordination with City Parks Department - The contractor shall meet and coordinate with the appropriate City Parks Department supervisor for the new, replaced or repaired irrigation system as associated with this project and the plans and specifications.

(2) Landscape Plan Review and Coordination - Contractor will be held responsible for coordination between landscape and irrigation system installation. Landscape material locations shown on the Landscape Plan shall take precedence over the irrigation system equipment locations. If irrigation equipment is installed in conflict with the landscape material locations shown on the Landscape Plan, the Contractor will be required to relocate the irrigation equipment, as necessary, at Contractor's expense.

(3) Static Pressure Verification - Contractor shall field verify the static pressure at the project site, prior to commencing work or ordering irrigation materials, and submit findings, in writing, to Owner's Representative. If Contractor fails to verify static water pressure prior to commencing work or ordering irrigation materials, Contractor shall assume responsibility for all costs required to make system operational and the costs required to replace any damaged landscape material. Damage shall include all required material costs, design costs and plant replacement costs.

(4) Inspection - Examine areas and conditions under which Work of this Section is to be performed. Do not proceed with Work until unsatisfactory conditions have been corrected. Grading operations, with the exception of final grading, shall be completed and approved by the Landscape Architect or City Engineer before staking or installation of any irrigation system begins.

(5) Preparation

a. Staking shall Occur as Follows:

i. Mark, with powdered lime, routing of pressure supply line and flag heads for first few zones. Contact Owner's Representative 48 hours in advance and request review of staking. Owner's Representative will advise installer as to the amount of staking to be prepared. Owner's Representative will review staking and direct changes if required. Review does not relieve installer from coverage problems due to improper placement of heads after staking.

ii. If Project has significant topography, freeform planting beds, or other amenities that could require alteration of irrigation equipment layout as deemed necessary by Owner's Representative, do not install irrigation equipment in these areas until Owner's Representative has approved equipment staking.

b. Install sleeving under asphalt paving and concrete walks, prior to concreting and paving operations, to accommodate piping and wiring. Compact backfill around sleeves to 95% Modified Proctor Density within 2% of optimum moisture content in accordance with ASTM D1557.

c. Trenching - Trench excavation shall follow, as much as possible, layout shown on Drawing. Dig trenches straight and support pipe continuously on bottom of trench. Trench bottom shall be clean and smooth with all rock and organic debris removed.

d. Clearances

i. Piping 3 Inches and Larger - Make trenches of sufficient width (14 inches minimum) to properly assemble and position pipe in trench. Minimum clearance of piping 3 inches or larger shall be 5 inches

horizontally on both sides of the trench.

ii. Piping Smaller than 3 Inches - Trenches shall have a minimum width of 7 inches.

iii. Line Clearance - Provide not less than 6 inches of clearance between each line, and not less than 12 inches of clearance between lines of other trades.

e. Pipe and Wire Depth:

i. Pressure Supply Piping – 24 inches from top of pipe.
ii. PVC Sleeving – 18 inches from top of pipe.
iii. Non-pressure Piping (rotor) - 18 inches from top of pipe.
iv. Non-pressure Piping (pop-up) - 18 inches from top of pipe.
v. Control Wiring – Located below pressure main.
vi. Drip Tubing - 2 inches from top of pipe.
vii. Emitter Tubing (Micro-tubing) – Surface installation under fabric.

f. Boring will be permitted only where pipe must pass under obstruction(s) which cannot be removed. In backfilling bore, final density of backfill shall match that of surrounding soil. It is acceptable to use sleeves of suitable diameter installed first by jacking or boring, and pipe laid through sleeves. Observe same precautions as though pipe were installed in open trench.

g. Vibratory Plow - Non-pressure piping may be installed through use of vibratory plow method if Owner's Representative determines soil conditions are satisfactory for this method of installation. Vibratory plowing does not relieve installer of minimum pipe depths.

(6) Installation - Locate other equipment as near as possible to locations designated. Deviations shall be reviewed by Owner's Representative prior to installation.

a. PVC Piping

i. Snake pipe in trench as much as possible to allow for expansion and contraction.
ii. Do not install pipe when air temperature is below 40° F.
iii. Place manual drain valves at low points and dead ends of pressure supply piping to insure complete drainage of system.
iv. When pipe laying is not in progress, or at end of each day, close pipe ends with tight plug or cap.
v. Perform Work in accordance with good practices prevailing in piping trades.
1. Solvent Weld PVC Pipe - Lay pipe and make all plastic-to-plastic joints in accordance with manufacturer's recommendations.

b. Drip Tubing

i. Make all fitting connections as per manufacturers recommendations.
ii. Use only manufacturer provided or recommended hole punch when making penetrations in drip tubing for insert fittings. Use of any other hole punch shall be cause for immediate removal and replacement of all installed drip tubing.
iii. Install drip line blow-out stubs at all dead ends of drip tubing.

c. Control Wiring

i. Low Voltage Wiring– 2-Wire:

1. Bury control wiring between controller and electric valves in pressure supply line trenches, strung as close as possible to main pipe lines with such wires to be consistently located below and to one side of pipe, or in separate trenches.
2. Provide an expansion loop at every pressure pipe angle fitting, every electric control valve location (in valve box), and every 500 feet. Minimum 5 feet in every valve box, 2 feet at every angle fitting and 10 feet at every future phase line.
3. Make all splices and E.C.V. connections using 3M DBY-6, King 600 DBR/Y connectors, or similar dry splice method.
4. Install all control wire splices not occurring at control valve in a separate splice valve box.
5. Install one decoder for each control valve or as indicated on plans.
6. The wire paths shall be sized per distance requirements or as shown on plan. The two wire decoder cable shall be of the type indicated on the plans or per manufacturer recommendation.
7. The two-wire paths may be spliced, or “teed”, permitting extensions of the path in multiple directions. In general, the distance from the controller to the end of any one end of a “tee” or wire run shall not exceed the maximum for the gauge of wire, even if the total of all wire exceeds that number. All wire splices must be made in a valve box with DBR-6 or equal direct-burial waterproof connectors.
8. Grounding of decoders and decoder wire shall occur every 500' of wire or every 8TH decoder and at all ends of 2-wire decoder cable run.
9. Grounding shall occur at right angles to wire path and shall have an impedance of 10 Ohms or less, or shall meet the standards of the Earth Grounding Guidelines by ASIC.
10. Where limits of work consist of narrow areas that make grounding rods installed at right angles a hardship, contractor shall utilize grounding plates installed at a minimum distance of 4’ offset and parallel to wire path. Avoid installing grounding near other electrical equipment.

ii. High Voltage Wiring for Automatic Controller:

1. Provide 120 volt power connection to automatic controller.
2. All electric work shall conform to local codes, ordinances, and authorities having jurisdiction. All high voltage electrical work shall be performed by a licensed electrician.

d. Automatic Controller

i. Install controller in accordance with manufacturer's instructions as detailed and where shown on drawings.
ii. Connect remote control valves to controller in numerical sequence as shown on Drawings.
iii. Final location of controller shall be approved by Owner’s Representative

prior to installation.
iv. Each controller shall be a dedicated separate ground wire and grounding rod as detailed.
v. All above ground conduit shall be rigid galvanized with appropriate fittings.
vi. All below ground conduit shall be schedule 40 PVC.

e. Hydrometer Master Control Valve/Flowmeter

i. Install cross-handle 3 inches below finished grade as shown on drawings as detailed.
ii. When grouped together, allow at least 12 inches between valve box sides.
iii. Install each remote-control valve in a separate valve box.
iv. Install individual valve box flush with grade.

f. Isolation Control Valve

i. All control valves shall be a threaded union.
ii. A PVC ball valve shall be installed upstream of the control valve.

g. Electric Control Valves

i. All control valves shall be a threaded union.
ii. Install cross-handle 3 inches below finished grade where shown on drawings as detailed.
iii. When grouped together, allow at least 12 inches between valve box sides.
iv. Install each remote-control valve in a separate valve box.
v. Install individual valve box flush with grade.

h. Quick Coupling Valves

i. Install quick couplers on double swing-joint assemblies of Schedule 80 PVC pipe; plumb and flush to grade.
ii. Angled nipple relative to pressure supply line shall be no more than 45 degrees and no less than 10 degrees.
iii. Install quick coupling valves as detailed.

i. Drip Valve Assemblies

i. Install drip valve assembly as detailed.

j. Drip Emitters

i. Stake all surface emitters as detailed and staked with acceptable tubing stakes.

k. Drain Valves

i. Install manual drain valves at all low points in pressure supply line as detailed.
ii. Provide a three cubic foot drainage sump for each drain valve installed.

l. Valve Boxes

i. Install one valve box for each type of valve installed as detailed.
ii. Valve box extensions are not acceptable except for master valves. Install gravel sump after compaction of all trenches.
iii. Place final portion of gravel inside valve box after valve box is backfilled and compacted.
iv. Brand controller letter and station number on lid of each valve box. Letter and number size shall be no smaller than 1 inch and no greater in size than 1 1/2 inches. Depth of branding shall be no more than 1/8 inch into valve box lid.

m. Gate Valves

i. Install where shown on Drawings as detailed.

n. Sprinkler Heads

i. Install sprinkler heads where designated on Drawings or where staked. Set to finish grade as detailed.
ii. Spacing of heads shall not exceed the maximum length indicated on Drawing unless re-staked as directed by Owner's Representative. In no case shall the spacing exceed the maximum recommended length by manufacturer.
iii. Install heads on double swing-joint risers of schedule 40 PVC pipe. Angled nipple relative to non-pressure line shall be no more than 45 degrees or less than 10 degrees.
iv. Adjust partial circle heads for proper coverage.
v. Adjust heads to correct height after sod is installed.
vi. Plant placement shall not interfere with intended sprinkler head coverage, piping, or other equipment.
vii. Owner's Representative may request nozzle changes or adjustments without additional cost to the Owner.

o. Backflow Preventer

i. Install where shown on Drawings as detailed.

p. Backfilling

i. Do not begin backfilling operations until required system tests have been completed. Backfilling shall not be done in freezing weather except with approval by Owner's Representative.
ii. Leave trenches slightly mounded to allow for settlement after backfilling is completed. Trenches shall be finish graded prior to walk-through of system by Owner's Representative.
iii. Materials
    1. Excavated material is generally considered satisfactory for backfill purposes.
    2. Backfill material shall be free of rubbish, vegetable matter, frozen materials, and stones larger than 1 inch in maximum dimension.

3. Do not mix subsoil with topsoil.
4. Material not suitable for backfill shall be hauled away. Contractor shall be responsible for providing suitable backfill if excavated material is unacceptable or not sufficient to meet backfill, compaction, and final grade requirements.

iv. Do not leave trenches open for a period of more than 48 hours. Open excavations shall be protected in accordance with OSHA regulations.

v. Compact backfill to 90% maximum density, determined in accordance with ASTM D1557 utilizing the following methods:
   1. Mechanical tamping.
   2. Puddling or ponding. Puddling or ponding and/or jetting is prohibited within 20'-0" of building or foundation walls.

q. Piping Under Paving

i. Provide for a minimum cover of 18 inches between the top of the pipe and the bottom of the aggregate base for all pressure and non-pressure piping installed under asphaltic concrete or concrete paving.

ii. Piping located under areas where asphalt or concrete paving will be installed shall be bedded with sand (a layer 6" below pipe and 6" above pipe).

iii. Compact backfill material in 6" lifts at 90% maximum density determined in accordance with ASTM D1557 using manual or mechanical tamping devices.

iv. Set in place, cap, and pressure test all piping under paving, in presence of Owner prior to backfilling and paving operations.

v. Piping under existing walks or concrete pavement shall be done by jacking, boring, or hydraulic driving, but where cutting or breaking of walks and/or concrete is necessary, it shall be done and replaced at not cost to Owner. Obtain permission to cut or break walks and/or concrete from Owner.

r. Water Supply and Point of Connection

i. Water supply shall be extended as shown from water main.

(7) Field Quality Control

a. Flushing - After piping, risers, and valves are in place and connected, but prior to installation of sprinkler heads, quick coupler assemblies, and hose valves, thoroughly flush piping system under full head of water pressure from dead end fittings. Maintain flushing for 5 minutes through furthermost valves. Cap risers after flushing.

b. Testing - Conduct tests in presence of Owner's Representative. Arrange for presence of Owner's Representative 48 hours in advance of testing. Supply a hydrostatic pump and all other test equipment.

i. Prior to backfilling, and after the installation of all control valves, fill pressure supply line with water, and pressurize to 40 PSI over the designated static pressure or 120 PSI, whichever is greater, for a period of 24 hours (24 hour test).

ii. Leakage, Pressure Loss - Test is acceptable if no loss of pressure is

evident during the test period.
iii. Leaks - Detect and repair leaks.
iv. Retest system until test pressure can be maintained for duration of test.
v. Before final acceptance, pressure supply line shall remain under pressure for a period of 48 hours.

(8) Adjusting - Upon completion of installation, "fine-tune" entire system by regulating valves, adjusting patterns and break-up arms, and setting pressure reducing valves at pro-per and similar pressure to provide optimum and efficient coverage. Flush and adjust all sprinkler heads for optimum performance and to prevent overspray onto walks, roadways, and buildings as much as possible. Heads of same type shall be operating at same pressure +/- 7%.

a. If it is determined that irrigation adjustments will provide proper coverage, and improved water distribution as determined by Owner's Representative, contractor shall make such adjustments prior to Final Acceptance, as directed, at no additional cost to Owner. Adjustments may also include changes in nozzle sizes, degrees of arc, and control valve throttling.
b. All sprinkler heads shall be set perpendicular to finish grade unless otherwise designated.
c. Areas which do not conform to designated operation requirements due to unauthorized changes or poor installation practices shall be immediately corrected at no additional cost to the Owner.

(9) Cleaning - Maintain continuous cleaning operation throughout duration of work. Dispose of, off-site at no additional cost to Owner, all trash or debris generated by installation of irrigation system.

(10) Maintenance

a. Furnish the following maintenance items to Owner prior to final Acceptance:

i. 2 Sets of special tools required for removing, disassembling, and adjusting each type of sprinkler head and valve supplied on this Project.
ii. 2 six foot valve keys for operation of gate valves or stop and waste valves (if applicable).
iii. 2 keys for each automatic controller, if applicable.
iv. 2 quick coupler keys and 2 matching hose swivels for each type of quick coupling valve installed, if applicable.
v. Aluminum drain valve keys of sufficient length for operation of drain valves, if applicable.

10.3.5 Planting and Landscaping

(1) Layout and Identification

a. The Contractor shall locate and stake all tree and shrub locations and sod limits according to locations shown on plans. All planting locations shall be observed and approved by the Owner's Representative, prior to planting operations. The Contractor shall make minor modifications in planting locations as directed by the Owner's Representative.

(2) Plant Protection and Delivery

a. All plant material shall be protected from the time of digging, to the time of final acceptance from injury, excessive drying winds, improper ventilation, overwatering, freezing, high temperatures, or any other condition damaging to the plant. Any plants showing evidence of poor care, or which are molded, mildewed, wilted or dried out shall be rejected.

b. Plant material shall be planted on the day of delivery or shall be placed in a temporary nursery, kept moist, shaded and protected from sun and wind. If balled and burlapped plants are not planted on the day of delivery, they shall be heeled in immediately in the temporary nursery, kept moist and protected with damp soil, moss, or other acceptable material to the full height of the root ball.

c. Plants shall not be bound with wire or rope that may damage the bark or break branches. Plants shall be lifted and handled from bottom of ball or container. Plants with balls loose, cracked or broken, man-made, or completely dry or plants with trunks loose in the ball before or during planting operations shall not be accepted and shall be removed from the site at the Contractor's expense within 24 hours.

(3) Excavation of Planting Pit

a. All plant pits shall be centered on the location stake, shall be excavated in a saucer shape with sloped/tapered sides and flat bottom. The depth of the plant pit shall be measured from the finish grade of soil, not mulch, and as detailed in the contract drawings. The base of all soil balls shall be placed on compacted backfill fill.
b. Trees: The diameter of all tree pits shall be a minimum of 3X larger than the diameter of the ball or spread of the roots or as specified in the details drawings. Remove wire baskets, bundling cords, and the top 2/3 of burlap from the trees. Except for trees planted on slopes, the top surface of all root balls shall be slightly above the adjacent finished grade. It is important not to place tree balls too low.
c. Shrubs: The diameter of all shrub pits shall be a minimum of twice the diameter of the ball or spread of roots. The base of all soil balls shall be placed on compacted backfill fill.
d. Vines and Ground Covers and Perennials: The diameter of all vine and ground cover pits shall be 6 inches greater than the spread of roots.

(4) Plant Installation Procedures

a. Planting and Staking

i. Plants shall be set in the center of the pit on compacted backfill mix. Immediately after setting the plant in the pit, all non-biodegradable materials shall be completely removed from the ball and trunk, including but not limited to plastic, metal, wire, wood, cardboard, paper, fiber, treated burlap and twine. The only exception shall be the bottoms (not sides) of fiber pots. Plant handling shall be done in such a manner as not to injure the plant root system, disturb the soil ball or in any way cause harm or stress to the plant. If the root system of a container-

grown plant has become container-bound, the roots shall be gently vertically cut on four sides of the root ball prior to planting.

ii. All plants shall be placed and kept plumb and straight as the pit is filled with backfill mix. Contractor shall adjust any plant, which is not perfectly upright and prior to acceptance, to a plumb position. Trees and shrubs in non-irrigated areas to have saucers built around them at the drip lines.

iii. Plant trees and shrubs with the root flare of the plant at grade level. After placing tree in the pit, the hole around the plant root system shall be halfway backfilled with specified mix and any large air pockets removed by hand with the blunt, handle end of a shovel or other such hand tool. If the Owner determines that the ball is excessively dry, the Contractor shall then inset a deep watering device into the ball at a 45-degree angle every 8 inches for one minute. The pit shall then be completely filled with backfill mix and tamped again with the shovel. No mechanical compaction shall be allowed. The pit shall then be watered by thoroughly saturating the backfill with water to a minimum of 3 feet surface dimension. No watering shall be done prior to this time. Watering shall be repeated once when all free water has disappeared. The second watering shall not be completed if the sub grade around the pit is already moist. After the second watering, the Contractor shall add the specified mulch. All surplus soil and debris shall be removed by the Contractor. The Contractor shall stake and guy trees immediately after planting according to standard detail.

iv. For trees in grass and planting beds, the Contractor shall drive stakes 3 feet vertically into firm soil outside the plant pit. The Contractor shall run wire up to the tree trunk and through the nylon webbing wrapped around the tree at approximately ½ the height of the tree. Webbing and wire attachment between stake and tree shall be adjusted so the straps are under just enough tension to avoid visible sag in the lines. Rigid guying shall be accepted.

v. Contractor shall place stakes according to the construction detail. The Contractor shall return to the site and remove stakes one year from planting.

b. Wrapping, Pruning, and Mulching

i. Wrapping - Trees shall be wrapped with two layers of crinkled paper cemented together with bituminous material, four-inches (4”) wide minimum, with stretch factor of thirty-three percent (33%).

ii. Pruning - Prune only damaged or dead branches as directed by the Project Manager.

iii. Mulch –

1. Trees: Create a forty-eight-inch (48”) diameter by three inch (4”) high formed soil berm around tree and fill with three-inch (4”) deep specified wood mulch. Mulch shall be kept four to six-inches (4”-6”) away from tree trunk.
2. Shrubs: Mulch backfilled surfaces of pits, planting beds areas, and other areas indicated or as directed by the Project Manager. Apply three-inch (4”) thick layer of mulch and finish level with adjacent finish grades. Do not place mulch against stems of plants.

c. Backfill for Trees and Shrubs

i. Organic Soil Amendment: 33% volume of backfill.
ii. Planting Pit excavated material: 67% volume of backfill.
iii. Fertilizer Tablets: One 21 gram fertilizer tablet for each ½" of tree trunk caliper and one tablet per 12 inches height, or spread (whichever is greater) for each shrub.
iv. Insecticide: Trees: Install 1.0 to 1.4 level teaspoons per one-inch of trunk diameter (D.B.H., At Breast Height) Minimum (1) teaspoon per 2" caliper tree. Shrubs: Install .7 to 1.4 level teaspoons per one-foot of height of shrub.

(5) Soil Preparation

a. Soil preparation and mulching for all landscape areas, including seed and sod areas:

i. Finish grading shall be performed to fill in erosion gullies on slopes identified on drawings. Where the use of large machinery is difficult finished grade shall be worked with smaller equipment or by hand.
ii. Remove all rubble, stone and extraneous material over two (2) inches in diameter from the site.
iii. For planting areas, apply "Roundup" or equal short term herbicide to inhibit unwanted plant growth prior to seeding. Apply in accordance with manufacturer's recommendation for this purpose and sufficiently in advance of planting to avoid damage to new plants and grass.
iv. Spread approved topsoil and the following amendments to the areas specified on the drawings. No rototilling or disking of topsoil dressing. Seeding to follow within 7 days of topsoil application.
    1. Organic Soil Amendment: Apply 3 cubic yards per 1,000 square feet.
    2. Commercial Fertilizer (18-46-0): Apply 15 lbs of available Nitrogen per 1,000 square feet.
    3. Substantiate quantities with delivery tickets and empty manufacturer bags on a daily basis to Owner.
v. Fine grade to restore smooth even finish grades and to insure positive surface drainage. No planting shall take place until Owner accepts final grade.
vi. Moisten prepared sod/seed areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create a muddy soil condition.
vii. Apply mulch a minimum of 4-inches thick to completely cover the root ball.

(6) Installation of Landscape Edger

a. Contractor shall install edging as per manufacturer's recommendation. Edging shall be installed between all plant beds and sod/seeded area, or as shown on the plans.

(7) Schedule

a. No planting work shall take place during freezing or excessively windy or wet weather or when the ground conditions are, in the opinion of the Owner, not in

a condition to be properly worked. Contractor shall include time in his schedule for work stoppage due to inclement weather or ground conditions. Inclement weather or ground conditions shall not be cause for an extension of project completion date unless written approval has been obtained from Owner for extension of the project completion date.

b. No planting work shall commence until the adjacent site improvements, pavements, utility installation and finish grading is completed. The Contractor shall limit his use of heavy equipment on pavements and planted areas. In all cases, Contractor shall be responsible for all damage to existing conditions.

(8) Maintenance, Acceptance, and Guarantee

a. Maintenance period shall begin immediately after each area is planted based on the following requirements:
    i. All planting shall be protected and maintained until final acceptance of all work. Maintenance shall include mowing, watering, weeding, cultivating, mulching, tightening and repairing of guys, adjusting metal edger, removal of dead branches, resetting plants to proper grade or upright position, barricading the site and other necessary operations. The Contractor shall provide all water and equipment necessary for maintenance during the duration of the contract. Water is available at the planting site. After final acceptance, maintenance becomes the responsibility of the Owner.
    ii. If during the duration of the contract period, but prior to final acceptance, any of the plants die, or if they are, in the opinion of the Owner, in an unhealthy or unsightly condition or if they have lost their natural shape due to dead branches or excessive pruning of branches, then the Contractor shall replace the material at the Contractor's expense. This replacement shall be completed prior to final acceptance of the project and shall not void the two-year guarantee.

b. Prior to final acceptance, the Contractor shall furnish four (4) copies of written maintenance instructions to Owner for maintenance and care of all new planted areas for the initial three (3) years after installation. These instructions shall include but not be limited to staking, pruning, insect and disease control and fertilizing.

c. Guarantee:

    i. For a period of two (2) years after final acceptance of all work and at no additional cost to the Owner, the Contractor shall replace any plants that have died, are partially dead, if they are in the opinion of the Owner, in an unhealthy or unsightly condition, or they have lost their natural shape due to dead branches or excessive pruning of dead branches. Inadequate or improper maintenance by the Owner shall not be cause for replacement by the Contractor provided the Contractor shall have submitted throughout the guarantee period a bi-weekly letter of report to the Owner on improper or inadequate maintenance practices and recommended remedial actions. The Contractor shall apply a "new" two-year guarantee period to each replacement plant that is installed.
    ii. The Contractor shall guarantee all plants to be true to name and to meet all conditions of these specifications. Any plant which is not true

to name as indicated by leaf, flower form, or fruiting characteristics revealed within guaranteed period shall be replaced by the Contractor at the Contractor's expense.

iii. All replacement planting under the guarantee provision shall be executed within one month of notice to replace such plants. Upon Owner's written approval, the Contractor shall replace rejected plants at a later date, mutually agreed upon, provided that the Contractor removes all rejected plants within seven (7) days of the notice to replace such plants. If the rejected plants are not removed in seven (7) days, the Owner may at his option remove these plants and the cost of the removal shall be charged to the Contractor.

iv. Replacement planting is to be in accordance with original specifications and its cost considered to be included in the bid price. All areas damaged by tree or shrub planting or replacement operations are to be fully restored to their original conditions as specified.

10.3.6 Topsoil

(1) Preparation of Subgrade

a. Grade soil, eliminating uneven areas and low spots, ensuring positive drainage towards storm drains. Remove soil contaminated with toxic materials or materials detrimental to growth such as asphalt, concrete and debris which has contaminated subgrade soil. Dispose of removed materials legally off of site. If hazardous materials are discovered notify Owner immediately.

b. Cultivate area subsoil that is to receive topsoil to depth of 12" in all areas, especially those areas where equipment used for hauling and spreading has compacted soil. No-till drill will execute the seeding of the site. Minimum disturbance is required. Additional cultivation of disturbed or compacted areas shall be the cost of the contractor.

c. Remove surface debris, roots, vegetation branches and stones in excess of 3" diameter.

(2) Spreading of Soil Mixture

a. Coordinate efforts with other trades. Under no circumstances is the soil mixture to be spread if other trades are not completed with their work, which could contaminate or compact the installed soil mixture.

b. Spread soil after Landscape Architect has inspected and provided written approval of subgrade preparation in terms of slope, scarification and depths. Do not spread soil in a frozen or saturated condition.

c. Spread soil mixture with adequate moisture in uniform layers over approved subgrade, where planting is indicated.

d. For soil application around trees see appropriate section of this Article.

e. Manually spread soil mixture around trees, shrubs and obstacles.

(3) Finish Grading of Soil Mixture

a. Grade soil, eliminating uneven areas and low spots, ensuring positive drainage away from buildings and towards storm drainage systems. Remove soil contaminated with toxic materials. Remove surface debris, roots, vegetation, branches, stones in excess of 3" diameter, and all extraneous material. Dispose of removed materials. Eliminate rough spots and low areas to ensure positive drainage. Prepare loose friable bed by means of hand cultivation and subsequent raking. Following planting, mulch planted shrub beds with a depth of 5" gravel mulch and rake smooth.

10.3.7 Sodding

(1) Delivery, Storage, & Handling:

a. Cut and lift sod by approved methods. Cut sod in pieces approximately ¾ to one inch thick and a **minimum 30" width**. Roll or fold sod so it may be lifted and handled without breaking or tearing and without loss of soil.
b. Schedule deliveries to coincide with soil preparation and finish grading. Keep storage at job site to minimum without causing delays.

i. Deliver, unload and store sod on pallets within 24 hours of being lifted.
ii. Do not deliver small, irregular or broken pieces of sod.

c. Storage

i. During Wet Weather - Allow sod to dry sufficiently to prevent tearing during lifting and handling.
ii. During Dry Weather - Protect sod from drying, water as necessary to insure its vitality and prevent excess loss of soil in handling. Sod, which dries out, will be rejected.

(2) Timing of Installation:

a. Placement of Sod:

i. Irrigated & Non-Irrigated Areas: Within fourteen (7) calendar days after the completion and acceptance of finish grading in any area.
ii. There shall be no installation of sod between October 1 and April 1.

(3) Installation:

a. Lay sod during growing season. Sodding during dry summer period, at freezing temperatures, or over frozen soil is not acceptable.
b. Lay sod within 36 hours of being lifted.
c. Lay sod in rows with joints staggered. Butt sections closely without overlapping or leaving gaps between sections. Cut out irregular or thin sections with a sharp knife.
d. Lay sod flush with adjoining existing sodded surfaces. Top of sod dirt shall be 2 inches below top of concrete walks or curbs.
e. After sodding has been completed, roll horizontal surface areas in two directions perpendicular to each other.
f. Repair and re-roll areas with depressions, lumps, or other irregularities.
g. Heavy rolling to correct irregularities in grade will not be permitted.

h. Water sodded areas immediately after laying sod to obtain moisture penetration through sod into top 4 inches of topsoil.
i. Replace damaged areas at no additional cost to Owner.

(4) Field Quality Control:

a. Final Acceptance -

i. Sodded areas will be accepted at final inspection if –
1. Sodded areas are properly rolled and turf is established (including that the roots have begun to develop).
2. Sod is free of bare and dead spots and without weeds.
3. No surface soil is visible when grass has been cut to height of 2 inches.
4. Sodded areas have been mowed a minimum of two times.

(5) Protection:

a. Protect sodded areas against traffic or other use immediately after sodding is completed by placing adequate warning signs and barricades.
b. Provide adequate protection of sodded areas against trespassing, erosion, and damage of any kind. Remove this protection after Owner has accepted sodded areas.

(6) Maintenance:

a. Contractor shall maintain sod area (including mowing, watering, removing weeds and resodding) until the Owner has accepted sod areas.
b. The Contractor shall maintain the sod area until the Owner has accepted the project.
c. The maintenance includes:

i. Managing the irrigation schedule and repairs to the irrigation system as necessary. Maintaining acceptable coverage on all newly sod areas to guarantee growth of the plant materials.
ii. Mowing, if applicable to control weed growth and recommended growing height per supplier. If weed population is high, then clippings shall be collected. Frequency of mowing shall be done per supplier's recommendations to guarantee a healthy and flourishing turf condition. If mowing is not possible, than Contractor may use herbicides as necessary once the vegetation is at a mature stand and can handle the chemicals. If herbicide does damage the vegetation stand, then the Contractor will be responsible to reestablish the vegetation stand at Contractor's expense.
iii. Trimming shall be done around where mowers are unable to reach.
iv. Clippings shall be removed from all hard surfaces.
v. Provide suitable signage notifying the public to keep off the seeded areas, provide barricades as needed.
vi. Apply fertilizer as necessary, typically applied four (4) times per year.

10.3.8 Root Barrier

(1) Installation:

a. Cut desired length of molded roll material and install directly alongside hardscapes where shown on plan.
b. Connecting: Connect the ends by overlapping two 6” sections with the leading rib cut directly down the middle. Glue the surface using Century sealant or equal.
c. When necessary use an umbrella Cement nail to tack up barrier. This must be used above grade or water line.
d. Vertical integrated and flared molded 90 degree root deflecting ribs are always facing the root ball.
e. Always install the root barriers 2” above the grade to prevent root penetration above the barrier.
f. Backfill with existing native soil. If necessary for drainage, use gravel or crushed rock. Avoid backfill less than ¾” or greater than 1-1/2”. Finish to grade. Do not distort barrier during installation.

10.3.9 Seeding

(1) Timing of Installation:

a. No-Till Drill Seeding:
i. Irrigated Areas: Within fourteen (14) calendar days after the completion and acceptance of finish grading in any area.
ii. There shall be no seeding between September 20 and April 15.

(2) Preparation:

a. Excessive Soil Moisture: Do not commence work of this section when soil moisture content is so great that excessive compaction will occur.
b. Inadequate Soil Moisture: Apply water, as necessary, to bring soil to optimum moisture content for planting. Do not work soil when it is so dry that dust will form in the air or that clods will not break readily.
c. After Site Preparation is completed, Contractor shall receive approval from Owner prior to seeding.

(3) Mulching:

a. Application:

i. All areas to be seeded shall be mulched.
ii. Mulch should be applied immediately prior to seeding. The period between mulching and seeding shall not exceed 2 weeks.
iii. Rate of mulching shall be 1.5 tons per acre.
iv. Mulch shall be uniformly applied over the designated area.
v. Mulch shall be anchored in place immediately following application (same day as applied).
vi. A mulch crimper, with flat serrated disk shall be used to anchor the mulch into the soil. The disk shall be not less than ¼ inch in thickness, shall have dull edges, and shall be spaced not more than nine inches apart. The disk shall be of sufficient diameter to prevent the frame of the equipment from dragging the mulch over the mulch area with anchoring equipment. The depth of cut shall be 3 to 4 inches. Care must be exercised so that a minimum amount of soil will be disturbed.

(4) Field Quality Control:

a. Tests: Samples of materials may be taken and tested for conformity to Specifications at any time.
b. Rejected Materials: Remove rejected materials immediately from the site at Contractor's expense. Contractor shall pay cost of testing of materials not meeting specifications.

(5) Acceptance:

a. Contractor shall reseed areas that are thin or weak after 14 day of the initial seeding. Contractor shall reseed (and keep reseeding) until there are no bare, thin or weak spot greater than a 12 square foot area.
b. Maintenance – Contractor shall maintain the turf area (i.e. mowing, watering and reseeding) until the Owner has accepted the lawn. The maintenance period includes the time period from initial seeding to final acceptance of the turf area, which maybe a different date than the acceptance of the other facilities in the project. It will be the responsibility of the Contractor to establish a stand of grass that has no bare, weak or thin spots greater than 12 square inch area and maintain the lawn until the stand of grass has been achieved. From that date a one – year warranty will begin on the lawn area.

10.3.10 Trees and Plants

(1) Quality Assurance

a. Regulatory Requirements:

i. Plants: In conformance with the requirements of AJCH (plant names shall meet standards of AJCH), American Standard for Nursery Stock and Colorado State Nursery Act.
ii. Comply with federal, state and local laws requiring inspection for plant disease and infestations. Inspection certificates required by state law shall accompany each shipment of plants and deliver certificates to the Owner. Inspections are to be performed in the state of origin.

b. Transport plant materials in enclosed or tarped vehicles to minimize damage from wind and sun. Contractor is to carefully schedule and monitor shipments to minimize shipping time and ensure careful handling of plants.
c. Shipments of plants will be carefully inspected by the Owner and/or Landscape Architect at the site at the time of off-loading trucks to verify compliance with the above shipping requirements.
d. Substitutions of plant materials will not be permitted unless authorized in writing by Landscape Architect. If proof is submitted that plant specified is not obtainable, a proposal will be considered for use of the nearest equivalent size or variety with corresponding adjustment of Contract Price.
e. Landscape Contractors shall provide two previous project examples of similar size and scope with bids.
f. Personnel: Employ only qualified personnel familiar with required work.

(2) Delivery, Storage, and Handling

a. Preparation:

   i. Plants: Containerized or balled and burlapped (B & B) with limbs bound, properly pruned and prepared for shipping in accordance with accepted industry standards and in a manner that will not damage roots, branches, shape, short and long term health, and future development. Size of root ball shall be as defined in the American Standard for Nursery Stock (American Association of Nurserymen; latest edition). Keep root systems moist and protect plants from adverse conditions due to climate and transportation between time they are dug and actual planting. Spray broad-leafed trees planted in full leaf with Protec 400W Anti-transpirant or accepted substitute prior to delivery to site. Apply according to manufacturer's directions.
   ii. Identification: Grower's label affixed to plant which contains data necessary to indicate conformance to Specifications. Use durable waterproof labels with water resistant ink that will remain legible for at least 60 days.
   iii. Notify Owner a minimum of two weeks prior to delivery of plant materials to site so that pre-delivery inspection may be made or indicate delivery schedule in advance so plant material may be inspected upon arrival at job site whichever is more appropriate.

b. Delivery:

   i. Deliver packaged material in sealed containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored at site.
   ii. Deliver only plant materials that can be planted in one day unless adequate storage and watering facilities are available on project site.
   iii. Protect B & B root balls during shipping by proper handling techniques; cracked or crumbling root balls will be rejected. Protect at the site by maintaining a thoroughly moist root ball; heel in with sawdust (or comparable material) if not planted within 24 hours of delivery. Maintain root ball in a moist condition and do not allow to dry out.
   iv. Tree trunks are to be wrapped in burlap during transportation and installation to avoid trunk damage. Trees with trunk damage will be rejected.
   v. Notify Owner or City Engineer of delivery schedule a minimum of 48 hours in advance so plant material can be inspected prior to unloading from trucks.
   vi. Remove rejected material immediately from site.
   vii. Do not lift, move, adjust to plumb, or otherwise manipulate plants by trunk or stems.

c. Handling:

   i. Do not drop plants. Do not lift plants by trunk, stems or foliage.
      1. Ball of Plant: Natural, not made. Handle plant by ball at all times. Plants will not be accepted if ball is broken or trunk is loose in ball.
   ii. Protect plants from drying out or other injury

1. Prune minor broken and damaged roots before planting. Treat minor wounds immediately to prevent disease and insect infestation.
2. Major damage will be cause for rejection as determined by Owner

(3) Maintenance

a. General: Maintain trees, shrubs and ground cover in a healthy vigorous state until final acceptance of entire project. Provide all supervision, labor, material, equipment and transportation required to maintain plants under this section.
b. Materials: Conform to specifications or otherwise be acceptable to Owner.
c. Replacement: Replace and replant plants damaged by Contractor's operations and negligence, and according to WARRANTY of this section.
d. Watering: Water deeply (8-10") when soil moisture is below optimum level for best plant growth. Water woody plants in any winter month that snow or rain does not provide at least 1" of precipitation.
e. Wrapping: After all trees have been inspected and accepted by Owner, wrap deciduous tree trunks with standard nursery crepe wrap material from ground level to first limb after pruning. Tape securely at top and bottom. Remove wrapping for spring and summer and replace it in the fall.
f. Staking and Guying: Inspect at least two (2) times per year (spring and fall) and assure conformance with the following:

    i. Webbing strap in good condition.
    ii. Trunks and branches not girdled by webbing strap.
    iii. Guy wires secure but not taut.
    iv. Stakes secure.
    v. Trees plumb.

g. Pruning: Prune only damaged or dead branches in accordance with specifications in this section.
h. Mulching: Supplement mulch around trees in accordance with specifications in this section.
i. Weed Control: As required, using selective herbicides approved by Owner.
j. Insect and Disease Control: As required, using insecticides and fungicides approved by Owner.

(4) Plant Protection and Delivery

a. All plant material shall be protected from the time of digging, to the time of final acceptance from injury, excessive drying or winds, improper ventilation, overwatering, freezing, high temperatures, or any other condition damaging to the plant. Any plants showing evidence of poor care, or which are molded, mildewed, wilted or dried out shall be rejected.
b. Plant materials shall be planted on the day of delivery or shall be placed in a temporary nursery, kept moist, shaded and protected from sun and wind. If balled and burlapped plants are not planted on the day of delivery, they shall be heeled in immediately in the temporary nursery, kept moist and protected with damp soil, moss, or other acceptable material.
c. Plants shall not be bound with wire or rope that may damage the bark or break branches. Plants shall be lifted and handled from bottom of ball or container. Plants with balls that are loose, cracked, broken, man-made, or completely dry

or plants with trunks loose in the ball before or during planting operations shall not be accepted and shall be removed from the site at Contractor's expense within 24 hours.

(5) Preparation

a. Plants: Do not begin planting until deficiencies are corrected or plants replaced.
b. Protection:
    i. Be responsible for proper repair of underground pipe, electric wiring, or other subsurface improvements damaged by operations under this Section.
    ii. Be responsible for proper repair to walls, pavements and any other structural surfaces damaged by operations under this Section.
    iii. Pay for repairs made by contractors designated by Owner.
    iv. Be responsible for replacement of vandalized materials not yet installed. Report all cases of vandalism promptly to the Owner.

(6) Excavation of Planting Pit

a. All plant pits shall be centered on the location stake and shall be excavated in a saucer shape with vertical sides and flat bottom. The depth of the plant pit shall be measured from the finished grade of soil not mulch. The base of all soil balls shall be placed on compacted backfill fill.
b. Trees: The diameter of all tree pits shall be a minimum of 3X larger than the diameter of the ball or spread of the roots. There shall be a minimum 3" clearance between the bottom of the root ball and the plant pit for balled and burlapped stock. Trees are to have wire baskets, bundling cords, and top 2/3 of burlap removed. Except for trees planted on slopes, the top surface of all root balls shall be flush with adjacent planting beds or with the subgrade below sod. It is important not to place tree balls too low.
c. Shrubs: The diameter of all shrub pits shall be twice the diameter of the ball or spread of roots. There shall be a minimum 6" clearance between the bottom of the root ball and the plant pit. The base of all root balls shall be placed on compacted backfill fill.
d. Vines and Ground Covers and Perennials: The diameter of all vine and ground cover pits shall be 6 inches greater than the spread of roots.

(7) Planting

a. General:

    i. Center trees in trench as dimensioned on drawings.
    ii. Face for best effect.
    iii. Set plant plumb and hold rigidly in position until soil has been lightly tamped around ball or container roots.

b. Balled and Burlapped Plants (B & B):

    i. Plants shall be set in the center of the pit on compacted backfill mix. Immediately after setting in the pit, all non-biodegradable materials shall be completely removed from the ball and trunk, including but not limited to plastic, metal, wire, wood, cardboard, paper, fiber, treated burlap and

twine. The only exception shall be that the bottom (not sides) of fiber pots and plant handling shall be done in such a manner so as not to injure the plant root system, disturb the soil ball or in any way cause harm or stress to the plant. If the root system of a container-grown plant has become container-bound, the roots shall be gently vertically cut on four sides of the root ball prior to planting.

ii. Plant trees and shrubs with the root flare of the plant at grade level. All plants shall be placed and kept plumb and straight as the pit is filled with backfill mix. Any plant which is not perfectly upright and plumb prior to final acceptance shall be adjusted by Contractor to plumb position. Trees and shrubs in non-irrigated areas to have saucers built around them at the drip line.

iii. After placing plant in the pit, the hole around the plant root system shall be halfway backfilled with specified mix and any large air pockets removed by hand with the blunt, handle end of a shovel or other such hand tool. If the Owner's Representative determines that the ball is excessively dry, the Contractor shall then inset a deep watering device into the ball at a 45 degree angle every 8 inches for one minute. The pit shall then be completely filled with backfill mix and tamped again with the shovel. No mechanical compaction shall be allowed. The pit shall then be watered by thoroughly saturating the backfill with water to a minimum of 3 feet. No watering shall be done prior to this time. Watering shall be repeated once when all free water has disappeared. This second watering shall not be completed if the subgrade around the pit is already moist. After watering, the Contractor shall add the necessary soil to establish the finish grade level before adding specified mulch. All surplus soil and debris shall be removed by the Contractor. The Contractor shall stake and guy trees immediately after planting according to standard detail.

c. Container-Grown Plants at Planter Pots:

i. Can Removal:

1. Knockout Cans: Do not cut sides. Tap can and gently remove plant.
2. Straight-Side Cans: Cut cans on 2 sides with acceptable can cutter. Do not cut with spade or ax.

ii. Carefully remove plants without injury or damage to root ball. After removing plant, vertically score root ball using a sharp knife, about 1/4" deep and every 2" to 3" in circumference.

iii. Biodegradable container installations must be accepted prior to planting.

iv. Dig planting holes as specified.

v. Hand place plants on firmly compacted soil. Hand backfill and hand tamp leaving slight depression around outer circumference of planting area.

(8) Anchoring and Guying of Trees

a. Root ball Anchoring:

i. Anchor root balls of trees as standard method per the details and notes on the plans.

ii. Trees shall remain plumb and straight from installation through the warranty period.
iii. Trees shall be supported immediately after planting. All trees shall be root ball anchored and wrapped (depending on date of installation) as detailed and anchored as detailed and/or per manufacturer's recommendations. Wrap smooth barked trees as part of maintenance work in the fall. Refer to planting and tree grate details.
iv. Mock-Up: Install mock-up of manufactured project at job site per manufacturer's instructions for review and acceptance by Landscape Architect.

Tree Caliper @ 12-in Above Grade	Root ball Anchor Kit
Up to 3 inch	Duckbill 68 RBK Kit
Up to 6 inch	Duckbill 88 RBK Kit

b. Guying and Wrapping:

i. Stake and guy all trees not receiving root anchoring.

Tree Caliper @ 12-in Above Grade	No. of Guys	Size	Turn-Buckle	Deadmen/Anchor
2-6 inch	3	1/8"x7x7	3/8"x10-5/8	4x4x24, 18" deep
6-8 inch	3	3/16"x7x7	3/8"x10-5/8	6x6x30, 30" deep

ii. Root ball anchor or stake all trees immediately after planting, as shown on planting details. Do not plant trees that cannot be anchored or staked and guyed properly before workday tree planting occurs ends.
iii. Wrap all deciduous tree trunks per planting details no later than November 15. Before wrapping, Landscape Architect to inspect tree trunks for injury, improper pruning, and insect infestation. Landscape Contractor shall remove all wrappings by May 21.
iv. Trees shall remain plumb and straight from installation through the warranty period.
v. Tree support shall be done as outlined on the following tables.
vi. Trees shall be supported immediately after planting. All trees shall be guyed and wrapped as detailed or anchored as detailed and/or per manufacturer's recommendations. Wrap smooth barked trees as part of maintenance work in the fall. Refer to planting and tree grate details.
vii. Wire and Positioning: Wire shall be passed through grommets in nylon straps to prevent direct contact with bark of the tree and placed around the trunk in a single loop above the lowest branch. Wire shall be tightened and kept taut by twisting the strands together. Guy trees above first point of branching, with guys spaced equally around and outside perimeter of ball. Cover guys with specified tree collar at points of contact with bark. Position guys at crotches and fasten to a deadman. All exposed wire to be covered by white PVC pipe per the planting details.

viii. Turnbuckle: Provide one (1) turnbuckle for each guy. Use 2 cable clamps at each cable connection. Place white plastic guy covers on all guys.
ix. Mock-Up: Install mock-up of manufactured project at job site per manufacturer's instructions for review and acceptance by Landscape Architect.
x. Contractor shall return to the site after one year and remove stakes.

(9) Schedule

a. No planting work shall take place during freezing or excessively windy or wet weather or when the ground conditions are, in the opinion of the Owner's Representative, not in a condition to be properly worked. Contractor shall include time in his schedule to work stoppage due to inclement weather or ground conditions. Inclement weather or ground conditions shall not be cause for an extension of project completion date unless written approval has been obtained from Owner's Representative for an extension of the project completion date.
b. No planting work shall commence until the adjacent site improvements, pavements, utility installation and finish grading is completed. The Contractor shall limit his use of heavy equipment on pavements and planted areas. In all cases, he shall be responsible for all damage to existing conditions.

(10) Plant Installation in Winter

a. When minimum night temperatures drop below 40º F, the following operations will be adhered to:

i. Preparation for field installation of plant materials shall be such that newly-delivered plants can be installed immediately and not maintained in temporary storage.
ii. Broadleaf evergreens and coniferous plants installed after December 1st should be treated with an approved anti-desiccant according to the manufacturer's recommendations.
iii. Where specified, backfill should be placed around plants immediately following planting. Leaving tops of root balls exposed for more than 24 hours is unacceptable.
iv. Installation contractors should closely monitor soil moisture levels of plant root balls. Inspect moisture levels weekly and adjust irrigation controllers accordingly. Soils should be moist but not saturated. Do not irrigate soils that contain adequate moisture.

(11) Watering

a. Plantings shall be watered immediately after planting. After the first watering, water shall be applied to plants as conditions may require to keep the plants in a healthy and vigorous growing condition until completion of the Contract.

(12) Pruning

a. Trees: Licensed tree surgeon shall prune trees as necessary under direction of Owner immediately following installation.

b. New Plant Material: Prune minimum necessary to remove injured twigs and branches, deadwood, and suckers and as required to insure healthy plant representative of species and in keeping with accepted horticulture practice.

    i. Prune any damaged or dead roots or branches back to and slightly above, nearest healthy side bud, but at angle from remaining portion not exceeding 45 degrees.
    ii. Evergreen: Trim only damaged or dead foliage and/or branches.
    iii. Do not prune leaders. On cuts over 1" diameter, trace injury back to living tissue, smooth and treat with accepted tree wound dressing.

(13) Mulching - Where used, mulch shall be placed within 2 days of planting and a minimum of 4-inches depth to a radius of 3-feet. Mulch shall not be placed within 6-inches of the trunk.

(14) Maintenance, Acceptance, and Guarantee

a. Maintenance period shall begin immediately after each area is planted based on the following requirements:

    i. All planting shall be protected and maintained until final acceptance of all work. Maintenance shall include watering, weeding, cultivating, mulching, tightening and repairing of guys, removal of dead branches, resetting plants to proper grade or upright position, barricading the site and other necessary operations. The Contractor shall provide all water and equipment necessary for maintenance during the duration of the contract. Water is available at the planting site. After final acceptance, maintenance becomes the responsibility of the Owner.
    ii. If during the duration of the contract prior to final acceptance, any of the plants die, or if they are, in the opinion of the Owner's Representative, in unhealthy or unsightly condition or if they have lost their natural shape due to dead branches or excessive pruning of branches, then the Contractor shall replace the material at his expense. This replacement shall be completed prior to final acceptance of the project and shall not void the one-year guarantee.
    iii. Minor vandalism, theft, or other damage to the plantings or related work shall be the responsibility of the Contractor until all work receives final acceptance.

b. Prior to final acceptance, the Contractor shall furnish four (4) copies of written maintenance instructions to Owner for maintenance and care of all new planted areas for the first 3 years after installation. These instructions shall include but not be limited to staking, pruning, insect and disease control and fertilizing.
c. Guarantee

    i. For a period of two years after final acceptance of all work and at no additional cost to the Owner, the Contractor shall replace any plants that have died or are partially dead due to unhealthy or unsightly condition, or have lost their natural shape due to dead branches or excessive pruning of dead branches. Adverse site conditions are natural causes for the purposes of this contract. Inadequate or improper maintenance by the Owner shall not be cause for replacement by the Contractor provided the Contractor shall have submitted

throughout the guarantee period a bi-monthly letter of report to the Owner on improper or inadequate maintenance practices and recommended remedial actions. The Contractor shall apply a “new” one year guaranty period to each replacement plant that is installed.

ii. The Contractor shall guaranty all plants to be true to name and to meet all conditions of these specifications. Any plant which is not true to name as indicated by leaf, flower form, or fruiting characteristics revealed within guarantee period shall be replaced by Contractor, at Contractor's expense.

iii. All replacement planting under the guarantee provision shall be executed within one month of notice to replace such plants. Upon Owner's written approval, the Contractor shall replace rejected plants at a later date, mutually agreed upon, provided that the Contractor removes all rejected plants within seven days of the notice to replace such plants. If the rejected plants are not removed in 7 days, the Owner’s Representative may at his option remove these plants and the cost of such removal shall be charged to the Contractor.

iv. Replacement planting is to be in accordance with the original specifications and its cost considered to be included in the bid price. All areas damaged by tree or shrub planting or replacement operations are to be fully restored to their original condition as specified.

10.3.11 Integral Concrete Coloring

(1) Placing Colored Flatwork Concrete

a. The concrete consistency as denoted by the slump test should remain at the same slump + ½" for all colored concrete placed. The concrete slump shall be 3" maximum + ½" at the point of delivery. Once a portion of the batch has been placed, no water should be added to the remaining batch.
b. Concrete should always be placed in forms as near the final location as possible. Avoid using a concrete vibrator to move the concrete laterally.

(2) Finishing Colored Flatwork Concrete

a. Finishing must be done uniformly. Over troweling often results in dark spots in the colored concrete and will not be permitted. Finishing must not begin until bleed water has left the surface. No sprinkling or fogging will be permitted.

(3) Curing Colored Flatwork Concrete

a. The finished slab should be sealed with Davis seal in a matching color. Plastic sheeting or membrane paper will not be permitted.

(4) Patching Colored Concrete

a. All repair work must be done within three days after form removal so the repair and surrounding concrete age together.
b. White cement must be added to the patching mix to overcome the fact that a patch area will normally dry darker. The color added to the patch mix should be the same ratio as the original color/cement ratio.

10.6 METHOD OF MEASUREMENT

The quantities of native seeding will not be measured but shall be the quantities shown on the plans, completed and accepted; except that measurements will be made for revisions requested by the Engineer, or for discrepancies of plus or minus five percent of the total quantity shown on the plans.

The quantity of native seeding shall include fertilizer and matting (if applicable), mulch and seed, completed and accepted. The quantity of sod to be measured will be the actual number of square feet including sod preparation, fertilizer, and sod, completed and accepted.

Measurement for acres will be by slope distances.

10.7 BASIS OF PAYMENT

The accepted quantities of native seeding and sod will be paid for at the contract unit price for each of the pay items listed below that appear in the bid schedule. Payment will be made under:

Pay Item	Pay Unit
Seeding (Native)	Acre
Sod	Square Foot

Soil preparation, seed, fertilizer, mulching and erosion matting will not be paid for separately but shall be included in the work.

Cost for adjusting or re-adjusting the seeding or fertilizing equipment will not be paid for separately but shall be included in the work.

Costs for adjusting or re-adjusting the mulching equipment will not be paid for separately but shall be included in the work.

Water for seeding, mulching, hydraulic mulching, and sodding will not be paid for separately but shall be included in the work.

ARTICLE 11

SANITARY SEWERS

11.1 GENERAL

11.1.1 DESCRIPTION

The work covered by this section of the specifications consists of the furnishing of all labor, supplies, equipment and materials and performing all operations in connection with the construction of sanitary sewers and appurtenances, as shown on the plans, as herein specified and directed by the City Engineer.

11.1.2 PLANS AND DATA

Profiles of the ground are shown on the plans for the work. The Contractor must satisfy themself regarding the character of the material to be excavated and the work to be done.

11.1.3 SOURCE OF SUPPLY

Materials complying with these specifications will be accepted from any source of supply. The Engineer reserves the right to reject the entire output of any source from which it is impossible to secure a continuous supply of satisfactory material or a source where conditions are such that the use of unfit material can be prevented only by extraordinary methods.

The Engineer may require the taking and testing of preliminary samples of material from any source before that source is approved for delivery.

The Contractor shall be held responsible for the care and storage of materials delivered on the work site or purchased for use thereon. Any material that has been delivered on the work site and has become damaged before actual incorporation in the work may be rejected by the Engineer even though it may previously have been accepted. Stored material will be so located as to facilitate thorough inspection.

Materials which do not meet the requirements of these specifications will be rejected and will be promptly removed from the work site.

11.2 MATERIALS

11.2.1 PIPE MATERIALS

All sanitary sewer mains shall be a minimum of eight inches (8”) in diameter. Any sanitary sewer mains less than eight inches (8”) will not be approved or accepted.

(a) POLYVINYL CHLORIDE (PVC) PIPE. Polyvinyl chloride pipe shall be unplasticized polyvinyl chloride manufactured specifically for sanitary sewage and with an integral bell. All PVC pipe for diameters not exceeding fifteen inches (15") will conform to ASTM D3034 Standard Specifications. A minimum wall dimension ratio (ratio of the average specified outside diameter to the minimum specified wall thickness) shall be SDR 35. All PVC pipe for diameters eighteen inches (18") through twenty-seven inches (27") shall conform to ASTM F679 Standard Specifications. A minimum wall dimension ratio will be SDR 35 (minimum wall thickness T-1, Table 1, ASTM F679).

The bell end of all pipe shall contain a confined elastomeric gasket conforming to ASTM F477 and will be tested in accordance with ASTM D3212 Standard Specifications. PVC

pipe shall not be exposed to ultraviolet light longer than six (6) months. Any discoloration of the pipe material will be evidence of ultraviolet damage and may be reason for rejection and removal from the project.

All PVC sewer pipe, eight inches (8") in diameter or larger, shall be an integral green tint in color. Lightly tinted pipe will not be acceptable. Contractors shall install all **PVC pipe in a manner where there are no sags or interruptions in the flow**. All pipe shall have a home mark on the spigot to indicate proper penetration when the joint is made.

Connections to an existing PVC pipe, for extensions or repairs, shall be made with a double bell coupling when a bell end does not exist, (i.e. plain end to plain end connection). After it has been laid and backfilled, and prior to the placing of surface improvements, all PVC pipe shall be tested by the Contractor by means of a certified mandrel (go-nogo device).

(b) CAST IRON PIPE (CIP). Cast Iron Pipe will not be allowed.

(c) DUCTILE IRON PIPE (DIP). Ductile Iron Pipe shall be centrifugally cast, grade 60-42-10 iron conforming to ASTM A746 and ANSI A21.51 Standard Specifications. Thickness class for buried pipe shall be as determined by ANSI A21.51, Tables 51.1 and 51.2. Ductile Iron Pipe shall have rubber gasket push-on joints and shall have a polyethylene lining.

Polyethylene lining material shall conform to ASTM D1248 Standard Specifications, compounded without an inert filler except 3% carbon black to resist ultraviolet rays. The polyethylene shall be chemically bonded to the interior of the pipe. The lining shall have a nominal thickness of 40 mils and a minimum thickness of 35 mils.

Each piece of pipe shall be checked for holidays by the manufacturer. Holiday testing shall conform to ASTM G62 standard specifications.

Field cutting and coating of the cut pipe shall be made in accordance with the manufacturer's recommendations. In no case shall polyethylene-lined pipe be cut with a torch.

An approved pipe bonding and cathodic protection system will be required on all buried ductile iron pipe.

(d) VITRIFIED CLAY PIPE (VCP) - EXTRA STRENGTH. Vitrified clay pipe will be allowed only when prior written approval is obtained from the City Engineer.

11.2.5 CONCRETE MANHOLES

Unless otherwise specified on the plans, or approved by the City Engineer, manholes shall be constructed of precast concrete barrels and cones with cast-in-place concrete bases. Bases may be precast if placed on six inches (6") of compacted gravel bedding extending a minimum of twelve inches (12") around the base or the width of the excavation-whichever is greater. In the event severe groundwater conditions are encountered, the thickness of the gravel bedding below the manhole base shall be increased to twelve inches (12"). Alternate construction methods may be required as approved by the Engineer on a case-by-case basis. The concrete channel and bench within precast bases shall be poured on site after the sewer pipe is set to grade. Where possible, manhole channel shall be sewer pipe with the upper portion removed.

Precast concrete barrels and cones shall conform to ASTM C478 Standard Specifications except that the wall thickness may be either wall A or wall B as described in ASTM C76 Standard Specifications. Provide eccentric cones for all manholes greater than six feet (6') deep, and flat lids for manholes six feet (6') deep or less as shown on the drawings. Manholes shall conform to the Standard Details shown on the plans. Concrete used in the construction of all sanitary sewer structures shall conform to those portions of ARTICLE 4 – CONCRETE and ARTICLE 5 – STRUCTURAL CONCRETE, which are applicable.

All joints in the manhole barrel, cone, grade adjustment rings, and flat top sections shall be sealed with a preformed flexible plastic sealing compound conforming to Federal Specification SS-S-00210 (GSA-FS6). All joint surfaces shall be cleaned prior to applying the sealant. The outside of the manhole joints shall be wrapped with a butyl adhesive tape sealant that conforms to Federal Specification SS-S-00210 (GSA-FS6). The eccentric cone section shall be situated so that the slope of the cone section is pointing toward the downstream direction.

All pipe penetrations in cast-in-place concrete bases shall utilize two strips of the above mentioned preformed flexible plastic sealing compound, placed around the pipe, as a water stop. All pipe penetrations in precast concrete bases shall be provided with a resilient rubber connector in conformance with ASTM C923. When connection to an existing manhole is allowed a water stop and non-shrink grout shall be used at all pipe penetrations.

11.2.6 TRENCHLESS MANHOLE REPAIR

Unless specified on plans, materials used shall conform to the following, or otherwise approved by the engineer:

(a) CEMENTIOUS MATERIAL

DESCRIPTION	METHOD	RESULTS
Compressive Strength, 28-day	ASTM C109	9,000 psi
Flexural Strength, 28-day	ASTM C293	1,000 psi
Bond Strength	ASTM C882	2,000 psi
Freeze-Thaw Durability	ASTM C666	No visible damage after 300 cycles
Shrinkage at 95” Humidity, 28-day	ASTM C596	0%
Sulfide Resistance	ASTM C267	No attack

(b) EPOXY COATING

DESCRIPTION	METHOD	RESULTS
Flexural Strength	ASTM D790	13,000 psi
Compressive Strength	ASTM D695	18,000 psi
Tensile Strength	ASTM D638	7,600 psi
Tensile Ultimate Elongation	ASTM D638	1.5 %
Hardness, Shore D	ASTM D2240	85-89
Taber Abrasion, CS17 Wheel	ASTM D4060, 1,000g load/1,000 cycles	<112mg loss
Adhesion	ASTM D4541, Concrete	Substrate Failure and >250 psi*

*Adhesion Mode of Failure shall be by Substrate Failure mode only with an adhesion value 250psi and greater. Mode of failure categorized as "Glue Failure or Adhesive Failure Y/Z" below the minimum PSI specified shall be cause for retesting. Mode of failure as noted in ASTM D4541Section 8.3.1 thru 8.3.3/ASTM D7234 Section 9.3.1 thru 9.3.4 categorized as Adhesive A/B, B/C, C/D etc. or Cohesive B, C, D etc. shall be cause for rejection.

11.2.7 MANHOLE RING AND COVER ADJUSTMENT

(a) CONCRETE GRADE RINGS. Reinforced concrete grade rings may be used in the adjustment of manhole rings. Grade rings shall have a minimum thickness of two inches (2") and maximum thickness of six inches (6"). Total adjustment height shall not exceed the tolerances as shown on the Standard Details.

(b) HIGH DENSITY POLYETHYLENE (HDPE) GRADE RINGS. High Density Polyethylene grade rings may be used in the adjustment of manhole rings. Grade rings shall be rated for HS-20 loading. Total adjustment height shall not exceed the tolerances as shown on the Standard Details.

11.2.8 MANHOLE RING AND COVERS

Iron castings shall conform to the requirements of AASHTO M306. Gray iron used in the casting shall conform to AASHTO M105, Class 35B, unless otherwise specified.

Castings shall be boldly filleted at angles and the risers shall be sharp and perfect. Castings shall be true to pattern in form and dimensions, free from pouring faults, sponginess, cracks, blow holes or other defects in positions affecting their strength for services intended. The ring and covers for manholes and all sanitary sewer appurtenances shall be straight and shall fit properly together so that traffic will not cause them to rattle. Rough spots, which prevent a suitable fitting, shall be removed by grinding. Manhole castings shall be Neenah R-1706, Deeter 1258, East Jordan Ironworks 2430 or approved equal. Manhole covers shall be lettered "SANITARY". See City Standard Details for additional information.

11.2.9 REINFORCING STEEL

Reinforcing steel shall meet the requirements of ARTICLE 5 – STRUCTURAL CONCRETE, SECTION 5.3 - REINFORCEMENT.

11.2.10 BEDDING FOR PIPE

(a) CLASS “A” BEDDING - Class "A" bedding shall be defined as that method of bedding by which additional supporting strength of the pipe is attained by supporting the pipe with a continuous concrete cradle. The lower part of the pipe shall be bedded in a continuous cradle constructed of concrete conforming to those portions of ARTICLE 4 – CONCRETE for Caisson Concrete Mix, which are applicable.

(b) CLASS “B” BEDDING - Class "B" bedding shall be a well-graded crushed stone or slag. When tested by means of laboratory sieves it shall conform to the following requirements: (AASHTO M43, NO. 67 gradation)

SIEVE SIZE	PERCENT PASSING
1 in.	100
¾ in.	90
3/8 in.	20 – 55
No. 4	0 – 10
No. 8	0 – 5

When crushed gravel or stone is used, at least 50 percent, by weight, of the particles retained on the No. 4 sieve and above shall have at least two (2) fractured faces.

(c) REINFORCED CONCRETE ARCH AND ENCASEMENT – Concrete and reinforcement for an arch or encasement shall conform to those portions of ARTICLE 4 – CONCRETE for 6-Sack Concrete Mix and ARTICLE 5 – STRUCTURAL CONCRETE, which are applicable.

11.2.11 TRENCH STABILIZATION MATERIAL

Backfill for unstable subgrade conditions shall be select material as approved by the Engineer. Contractor shall submit a sample and sieve analysis for City Engineer's review and approval prior to delivery of the materials to the site.

11.2.12 BACKFILL MATERIALS

Subject to the provisions specified herein, the material removed from the project excavations may be used as backfill. All organic material, rubbish, debris, and other objectionable materials shall be removed from the site and shall not be considered acceptable for backfill.

(a) INITIAL BACKFILL. The specified selected material for the initial backfill (from the spring line of the pipe to a plane one foot (1') above the top of the pipe) in the "pipe zone" shall be Class "B" bedding material, unless stated otherwise on the plans. The initial backfill shall be carefully and simultaneously placed on each side of the pipe for the full width of the trench.

(b) BACKFILL ABOVE THE PIPE ZONE. The material for backfill above the pipe zone (from the top of the bedding to a plane two feet (2') above the top of the bedding) shall be free from rocks, stones, concrete, or asphalt greater than three inches (3") in any dimension. If the Contractor cannot prevent rocks from accumulating at the top of the bedding during the backfill operation, then the City Engineer may require an additional twelve inches (12") of Class "B" bedding or select material be provided at no cost to the City. Material for the backfill from a plane two feet (2') above the bedding to the top of ground shall be free from rocks, stones, concrete or asphalt greater than eight inches (8") in any dimension. All Material shall be well graded which can be consolidated with a minimum of voids.

(c) IMPORTED BACKFILL MATERIAL. When a shortage of satisfactory backfill material occurs from a cause which is not the fault of the Contractor, as verified by the City Engineer, the Contractor shall furnish all necessary suitable material. The imported backfill material shall be inspected and approved by the City Engineer prior to import.

11.2.13 SEWER SERVICE LINES

Sewer service lines shall be four inches (4") in diameter unless otherwise specified on the plans, or by the Engineer. Material for sewer service lines shall be PVC having a minimum wall dimension ratio with an SDR rating of 35 meeting the requirements of ASTM D3033 or D3034 or better. Sewer services shall be connected to the main, not the manhole, and shall be a wye fitting or a tee fitting when the diameter of the service line exceeds one-half (½) the diameter of the sanitary sewer main. An approved multi-fitting saddle or wye with a lip may be used when the diameter of the service line is less than or equal to one-half (½) the diameter of the sanitary sewer main.

11.2.14 TRACER WIRE

All tracer wire and tracer wire products shall be domestically manufactured in the U.S.A. All tracer wire shall have HDPE insulation intended for direct bury, color coated per APWA standard for the specific utility being marked.

(a) OPEN TRENCH. Tracer wire for open trenches shall be #12 AWG copper clad steel, high strength with minimum 450 lb. break load, with minimum 30 mil HDPE insulation thickness.

(b) DIRECTIONAL DRILLING/BORING. Tracer wire for directional drilling or boring shall be #12 AWG copper clad steel, extra high strength with minimum 1,150 lb. break load, with minimum 30 mil HDPE insulation thickness.

(c) PIPE BURSTING/SLIP LINING. Tracer wire for pipe bursting or slip lining shall be 7 x 7 stranded copper clad steel, extreme strength with 4,700 lb. break load, with minimum 50 ml HDPE insulation thickness.

(d) CONNECTORS. All mainline tracer wires must be interconnected in intersections, at mainline tees and mainline crosses. At tees, the three wires shall be joined using a single 3-way lockable connector (SnakeBiteTM or approved equal). At crosses, the four wires shall be joined using a 4-way connector. Use of two (2) 3-way connectors with a short jumper wire between them is an acceptable alternative.

Direct bury wire connectors. Shall include SnakeBiteTM 3-way lockable connectors (or approved equal) and mainline to lateral lug connectors specifically manufactured for use in underground tracer wire installation. Connectors shall be dielectric silicon filled to seal out moisture and corrosion and shall be installed in a manner so as to prevent any uninsulated wire exposure.

Non-locking friction fit, twist on or taped connectors are prohibited.

(e) TERMINATION/ACCESS. All tracer wire termination points must utilize an approved tracer wire access box (above ground access box or grade level/in-ground access box as applicable), specifically manufactured for this purpose.

All grade level/in-ground access boxes shall include a dual terminal switchable lid (SnakePit LD14G2T-SW or approved equal), be appropriately identified with “sewer” cast into the cap, and color coded per APWA standard for the specific utility being marked.

A minimum of two feet (2’) of excess/slack wire is required in all tracer wire access boxes after meeting final elevation.

All tracer wire access boxes must include a manually interruptible conductive/connective link between the terminal(s) for the tracer wire connection and the terminal for the ground rod wire connection.

Ground wire shall be connected to the identified (or bottom) terminal on all access boxes.

(f) Service Laterals on public property. Tracer wire must terminate with a coil of six feet (6’) of tracer wire for future extension to the building, located at the edge of the road right-of-way, and out of the roadway. Termination/Access boxes must be installed at the first south or east sanitary sewer service stub located from the downstream manhole for each block in new subdivisions.

(g) Service Laterals on private property. Tracer wire must terminate at an approved above-ground tracer wire access box, affixed to the building exterior directly above where the utility enters the building, at an elevation not greater than five (5) vertical feet above finished grade, or terminate at an approved grade level/in-ground tracer wire access box, located within two (2) linear feet of the building being served by the utility.

(h) Long-runs, in excess of 2,500 linear feet. Tracer wire access must be provided utilizing an approved grade level/in-ground tracer wire access box, located at the edge of the road right-of-way and out of the roadway. The grade level/in-ground tracer wire access box shall be delineated using a minimum 48" polyethylene marker post, color coded per APWA standard for the specific utility being marked or other approved marker by the City of Pueblo.

(i) GROUNDING. Tracer wire must be properly grounded at all dead ends/stubs.

Grounding of tracer wire shall be achieved by use of a drive-in magnesium ground rod with a minimum of 20 feet of #12 red HDPE insulated copper clad steel wire connected to anode (minimum 1.5 lb.) specifically manufactured for this purpose and buried at the same elevation as the utility.

When grounding the tracer wire at dead ends/stubs, the ground rod shall be installed in a direction 180 degrees opposite of the tracer wire, at the maximum possible distance.

When grounding the tracer wire in areas where the tracer wire is continuous and neither the mainline tracer wire or the ground rod wire will be terminated at/above grade, install ground rod wire directly beneath and in-line with the tracer wire. Do not coil excess wire from ground rod wire. In this installation method, the ground rod wire shall be trimmed to an appropriate length before connecting to tracer wire with a mainline to lateral lug connector.

Where the ground rod wire will be connected to a tracer wire access box, a minimum of two feet (2') of excess/slack wire is required after meeting final elevation.

(j) Prohibited Products and Methods. The following products shall not be allowed or acceptable:

(1) Uninsulated tracer wire
(2) Tracer wire insulations other than HDPE
(3) Tracer wires not domestically manufactured
(4) Non-locking, friction fit, twist on or taped connectors
(5) Brass or copper ground rods
(6) Wire connections utilizing taping or spray-on waterproofing
(7) Brass fittings with tracer wire connection lugs

(k) Approved Products and Methods. The following products have been deemed acceptable and appropriate. These products are a guide only to help you choose the correct applications for your tracer wire project.

(1) Copper-Clad Steel (CCS) Tracer Wire or approved equal.
(2) Open Trench. Copperhead #12 High Strength part # 1230G-HS or approved equal.
(3) Directional Drilling/Boring. Copperhead Extra High Strength part # 1245G-EHS or approved equal.

(4) Pipe Bursting/Slip Lining. Copperhead SoloShot Extreme Strength 7 x 7 Stranded part # GPBX- 50 or approved equal.
(5) Connectors Copperhead. 3-way locking connector part # LSC1230C or approved equal.
(6) DryConn 3-way Direct Bury Lug: Copperhead Part # 3WB-01 or approved equal.
(7) Termination/Access
(8) Non-Roadway access boxes applications: Tracer wire access boxes grade level Copperhead 3-way Direct Bury Lug adjustable lite duty Part # LD14G2T-SW or approved equal.
(9) Concrete / Driveway access box applications: Tracer wire access boxes grade level Copperhead Part # CD14G2T-SW or approved equal.
(10) Grounding. Drive in Magnesium Ground Rod: Copperhead Part # ANO-12 (1.5 lb.) or approved equal.
(11) Manufacturer Product Options: Copperhead products or approved equal.

11.3 CONSTRUCTION REQUIREMENTS

11.3.1 WATER LINE AND STORM SEWER CROSSINGS

Where sanitary sewer mains cross water mains, storm sewers or other non-potable lines, the sanitary sewer pipe shall be a minimum of eighteen inches (18") clear distance vertically below the water main or storm sewer. If this clear distance is not feasible, the pipe section must be designed and constructed so as to protect the water main or storm sewer. Minimum protection shall consist of the installation of an impervious and structural sewer. For example:

(a) REINFORCED CONCRETE ENCASEMENT. The sanitary sewer pipe shall be reinforced with a reinforced concrete encasement. The encasement shall be at least six inches (6") thick and extend a distance of ten feet (10') either side of the water main or storm sewer. See Section 11.3.11 - PIPE BEDDING LIMITS, REINFORCED CONCRETE ENCASEMENT.

(b) JOINT CENTERING. The sewer shall be constructed such that one length of pipe, at least eighteen feet (18') long, shall be centered over the water main or storm sewer. Joints between the sewer pipe and special length pipe (18' section of pipe) shall be encased in a concrete collar at least six inches (6") thick and extending at least six inches (6") either side of the joint.

In all cases, proper soil compaction, suitable backfill or other structural protection shall be provided to preclude settling and/or failure of either pipe.

11.3.2 RAILROAD AND HIGHWAY CROSSINGS

At all railroad and highway crossings extreme care shall be exercised to safeguard life and property. All sewer work under and adjacent to railroads and highways shall be accomplished to the satisfaction of a representative of the railroad company and/or Colorado Department of Transportation (CDOT) and the Engineer. The Contractor shall obtain at his own expense all permits, bonds, and insurances necessary for the execution of his work, and/or required by the appropriate railroad or CDOT. Contractor shall submit a plan for approval for crossing railroads or highways unless otherwise shown on drawings.

11.3.3 EXCAVATION - GENERAL

All excavation for sewer and/or manhole construction will be considered as unclassified excavation. Excavation shall conform to ARTICLE 7 – EARTHWORK, Section 7.3.2 General

Excavation.

11.3.4 TRENCH EXCAVATION - WIDTH AND DEPTH

The width of the trench shall provide adequate space for workers to place, joint the pipe, and bed the pipe properly.

The minimum width of the trench from a plane six inches (6") below the pipe to a plane twelve inches (12") above the pipe shall be a minimum of nine inches (9") clear on each side from the undisturbed edge of the trench wall to the outside diameter of the pipe. This minimum trench width shall also be used for measurement of trenches in rock.

In order to protect the pipe from external loads in excess of those used in the design of the pipe, it is necessary to limit the width of the lower portion of the trench below an elevation 12 inches above the top of the installed pipe to 6” below the invert of the pipe. The trench from a plane six inches (6") below the pipe to a plane twelve inches (12") above the pipe shall be excavated so the trench walls are as close to vertical as possible. The maximum trench width within this zone will not be limited but shall be kept as narrow as possible.

When using a movable trench support, care shall be exercised not to disturb the pipe location, jointing and bedding material. Any voids left in the bedding material by support removal shall be carefully filled with additional bedding material and properly tamped. The width and slope of the trench from a plane twelve inches (12") above the pipe to the top of the ground shall be determined by the Contractor. Considering factors shall include, but not be limited to; all safety requirements; type of material being excavated; equipment used; widths of dedicated right-of-ways; and adjacent structures, property, and utilities.

The trench bottom shall be constructed to provide a firm, stable and uniform support for the full length of the pipe. Except in ledge rock, water bearing earth, or where a special pipe bedding is called for in the contract documents, the rough excavation of trenches shall extend no less than four inches (4") nor more than six inches (6") below the bottom of the pipe.

Correction of a trench grade that is too low shall be done by compacting select material of the types designated by the Engineer, over the entire width of the trench to 95% of AASHTO T99. Such work required due to over excavation will not be included for payment.

Trench excavation shall meet the requirements of ARTICLE 7 – EARTHWORK, SECTION 7.3.2(5) TRENCH EXCAVATION.

11.3.5 HANDLING EXCAVATED MATERIAL

The material excavated from trenches, which is suitable for backfill, shall be kept so as not to significantly alter drainage flow patterns, endanger the work and to be of as little inconvenience as possible to the traveling public and the occupants of the abutting properties. Free access must be maintained at all times to driveways, fire hydrants, water valves, gas valves, existing manholes, etc., in the vicinity of the work.

Where lines are located in alleys or in any other case where the Contractor proposes to deposit material on private property, written permission shall be obtained from the owner of the property prior to placing any material on the property. The Contractor shall be held responsible for any damage to private property.

Materials encountered during clearing of the right-of-way and excavation of the trench such as rubbish, organic material, abandoned foundations and any other material which are not satisfactory for use as backfill in the opinion of the Engineer, shall be removed from the site and

disposed of by the Contractor at his own expense.

11.3.6 UNSTABLE SUBGRADE

Where unstable subgrade conditions are encountered, as determined by the Engineer, the Contractor may be required to excavate below subgrade elevation and backfill the unstable area with material as per Section 11.2.12 - TRENCH STABILIZATION MATERIAL. The material approved by the Engineer shall be used to an elevation six inches (6") below the bottom of the pipe. The extra depth of excavation and backfill shall be as ordered by the Engineer, and only when ordered by the Engineer.

If the unstable condition is a result of the Contractor not properly protecting his work from surface water infiltration, or from sewer or water lines damaged or broken by the Contractor, the cost shall be borne by the Contractor. If the unstable soil condition is the result of ground water infiltration and other causes beyond the control of the Contractor, the extra foundation material ordered by the Engineer will be paid for.

Unstable subgrade shall meet the requirements of ARTICLE 7 – EARTHWORK, SECTION 7.3.2(5)(c) REMOVAL OF UNSTABLE MATERIAL.

11.3.7 TRENCHES IN ROCK

Rock will be defined as any naturally occurring or manmade material in such a form that it cannot be readily removed using the equivalent of a 165hp/40,000lb operating weight track-type tractor (bulldozer) with a ripper or a 188hp/63,000lb operating weight hydraulic excavator (crawler mounted backhoe) with “rock teeth” without a significant loss of production. It also includes boulders exceeding one-half (½) cubic yard in volume.

Whenever rock material is encountered in an excavation, the Contractor shall immediately notify the Engineer for field verification. The Engineer shall measure and document the limits of the rock prior to excavation. Any rock removed prior to notification will not be considered for payment. After rock has been measured, trenching shall continue by such means as may be necessary, to a depth of six inches (6") below the outside bottom of the pipe, and to a width in conformance to Section 11.3.4 - TRENCH EXCAVATION - WIDTH & DEPTH.

Blasting for rock excavation will only be allowed with the written permission from the Engineer and Fire Chief. The Contractor shall exercise the utmost care to protect the public from harm and to avoid property damage. Blasting shall be done by a State licensed blaster. The Contractor shall comply with all laws, ordinances, insurance, bonding, and applicable safety code requirements and regulations and shall be responsible for all damage caused by the blasting operations. Signals warning persons of danger shall be given before any blast.

Blasting shall be controlled as not to make any excavation unduly large or irregular. Excessive blasting or overshooting shall not be permitted. The Engineer shall have authority to order any method of blasting discontinued which leads to overshooting or is dangerous to the public or destructive to property or to natural features. Approved blasting blankets shall be used for all blasting.

11.3.8 QUICKSAND AND GROUNDWATER INFILTRATION

Should running sand, quicksand or groundwater be encountered, the work shall be pushed with utmost vigor. Groundwater encountered in trench or manhole excavations shall be drained to sumps, through sub-drains, or by other methods to keep the water level below the bottom of the bell of the pipe while joints are being made. Dispose of the water in a manner to prevent damage to adjacent property. Drainage of groundwater through any sanitary sewer pipeline is prohibited. All dewatering and trench stabilization methods and type of equipment used shall

be approved by the Engineer.

If dewatering and trench stabilization is required as a result of the Contractor not properly protecting his work from surface water infiltration, or from sewer or water lines damaged or broken by the Contractor, the cost shall be borne by the Contractor. In the event such work is required through no fault of the Contractor, it shall be considered extra work and a price shall be negotiated.

11.3.9 EXCAVATION FOR STRUCTURES

Excavation for manholes, and miscellaneous structures shall consist of the removal of all material necessary for construction of the work in conformity with the plans and these specifications.

If rock is encountered, the excavation shall be done in such a manner as to allow the rock to be exposed and prepared for receiving the concrete. All loose and disintegrated rock or thin strata shall be stripped to a clean bed acceptable to the Engineer and in conformance to all applicable items as described in Section 11.3.7 - TRENCHES IN ROCK.

Whenever the footing is to rest on any excavated surface other than rock, special care shall be taken not to disturb the bottom of the excavation (subgrade), and the final finishing of the surface shall not be done until just before the footing is to be placed. Correction of any over excavated areas shall be at the Contractor's sole expense.

Whenever the subgrade soil is not sufficiently firm, the Contractor is to furnish and compact, according to the direction of the Engineer, select material, as may be required and in conformance to all applicable items as described in Section 11.3.6 - UNSTABLE SUBGRADE.

After each excavation is completed, the Contractor shall notify the Engineer, who shall make an inspection of the depth of the excavation and character of the foundation material. No concrete shall be placed until after the Engineer has approved the depth of the excavation and character of the foundation material.

An Excavation Permit is required for any underground work within the City of Pueblo. The “for-fee” permit shall be obtained from the City Streets Division at 211 E. “D” Street. Any work placed without benefit of this permit will not be paid for.

11.3.10 PIPE BEDDING LIMITS

Unless stated otherwise on the plans or details or ordered by the Engineer, all pipe shall be bedded in accordance with Class "B" bedding as described below. All classes of bedding shall be properly tamped around the lower half of the pipe (haunches) and horizontally away from the pipe in both directions to the undisturbed trench walls.

(a) CLASS “A” CRADLE BEDDING. The lower part of the pipe exterior shall be bedded in Class "A" bedding material having a thickness under the pipe of one-fourth (1/4) the outside diameter of the pipe or a minimum of six inches (6"), whichever is greater, and extending up the sides of the pipe for a height equal to one-fourth (1/4) of the outside diameter of the pipe. The cradle shall have a minimum width equal to the outside diameter of the pipe plus eight inches (8") and it shall be constructed monolithically without horizontal construction joints. Backfill above the cradle, extending twelve inches (12") above the top of the pipe and the full width of the trench shall be Class "B" bedding material.

(b) CLASS “B” CRADLE BEDDING. The sewer pipe shall be set on a minimum of six inches (6") of Class "B" bedding material carefully shaped to fit the lower part of the

conduit exterior for a width of at least 60% of the pipe breadth and for the entire pipe length. After setting the sewer pipe, Class "B" bedding shall be added and properly tamped around the lower half of the pipe (haunches) for the full width of the trench, and the bedding shall be consolidated carefully without disturbing the pipe alignment or grade. Additional Class "B" bedding material shall be added up to a minimum of twelve inches (12") above the top of the pipe for the full width of the trench.

(c) REINFORCED CONCRETE ENCASEMENT. Concrete encasement shall consist of a minimum thickness of six inches (6") around the pipe. This encasement shall be formed on both sides to produce a rectangular shape and shall be reinforced as shown on the Standard Detail. When required, it shall extend a minimum distance of ten feet (10') on each side of a water main crossing or at the location and the dimensions as shown on the plans. Backfill adjacent to the encasement, extending the full width of the trench shall be class “B” bedding.

(d) REINFORCED CONCRETE ARCH. The pipe shall be embedded in class “B” bedding material having a minimum thickness of six inches (6”) between the barrel and the bottom of the trench excavation and extending to the springline (springline means the pipe cross-section horizontal centerline of the pipe) of the pipe. The top of the pipe shall be covered with reinforced concrete arch having a minimum thickness of ¼ the outside diameter or four inches (4”) minimum measured at the crown of the pipe and having a minimum width equal to the outside diameter plus eight inches (8”). When required, it shall be extended at the location and the dimensions as shown on the plans. Backfill adjacent to the concrete arch, extending the full width of the trench, shall be class “B” bedding.

11.3.11 PIPE LAYING

Pipe shall be protected during handling against impact shocks and free fall. Proper methods shall be used for handling and placing pipe to avoid spalling or breaking and to avoid unnecessary disturbance of the bedding surface in the trench bottom. Pipe shall be kept clean at all times and no pipe shall be used in the work which does not conform to these specifications. Pipes shall be laid to a true line and at uniform rates of grade between manholes as shown on the plans. The laying of the pipe in prepared trenches shall commence at the lowest point with the spigot ends pointing in the direction of flow. No pipe shall be laid in water or when trench conditions are unsuitable for such work.

The Contractor shall take every precaution necessary to prevent dirt, debris or surface water from entering the existing lines or new construction. Contractor shall exercise reasonable diligence in preventing sewage from seeping into the ground during the removal and replacement of any sanitary sewer main. Best management practices shall be utilized to prevent such seepage of sewer water, which shall include, but are not limited to, the following:

(1) Minimize the amount of time sewer water is allowed to remain in trench.
(2) Channel water from old pipe to new pipe with a temporary pipe, impervious trough or gutter, whenever practical.
(3) Hard tie the newly laid pipe and existing pipe during holidays, weekends and nights unless a bypass is used.

All bypass pumping, temporary connections or other work needed to comply with this requirement shall be considered incidental to the sanitary sewer pipe and all costs in connection therewith shall be included in the unit price for the pipe, unless otherwise stated on plans and specifications.

The Contractor shall submit a plan for handling existing sewage flows while rehabilitating the

pipe at the pre-construction meeting for approval by the City. The bypass plan must be designed in accordance with the approved traffic control plans and identify the location of any pumping equipment, temporary discharge piping, pumping and discharge manholes, redundant pumps and piping, the location of nearby waterways or drainages, and the method for diverting runoff around the site. The Contractor shall be responsible to obtain all existing flow measurements in the sewer to determine a bypass plan. Precautions must be taken to ensure that sewage flow control operations do not cause damage to property being served by the sewers involved. Raw wastewater shall not run freely through any open ditch. Bypass pumping will not be allowed during nonworking hours unless authorized by the Engineer. When 24-hour pumping operations have been approved by the Engineer in residential areas, attenuated pumps will be required to minimize noise disturbance. The Contractor shall provide 100% redundancy on any 24-hour pumping operation, near any waterways or any site deemed necessary by the Engineer. Bypass piping shall be placed in trenches and covered with temporary pavement or metal traffic covers when traffic conditions dictate the need for protection of the piping unless otherwise directed by the Engineer. The Engineer may specify additional design requirements based on specific site conditions.

Each bypass pumping system shall be hydrostatically tested using potable water prior to use. Unless otherwise indicated, water for testing bypass pipelines shall be furnished by the Contractor. The bypass pumping system may require air release valves to release air that may become trapped in the bypass system piping. The bypass pumping system shall be filled at a rate which will not cause any surges or exceed the rate at which air can be released through the air valves. The differential pressure across the orifices in the air release valves shall not be allowed to exceed 5 psi at any time during filling. Once the system has been successfully filled and all air purged, the piping system exclusive of the pump(s) shall be pressurized to 150% of the calculated working pressure, or 40 psi, whichever is greater, measured at the lowest point along the alignment, and hydrostatically tested for a minimum of 30 minutes. During the test, the entire system shall be visually inspected for leaks and monitored for pressure drop. Any leaks encountered shall be repaired at the Contractors cost, and the hydrostatic pressure test restarted until the system successfully passes the test. Potable water used during the test shall be discharged to the wastewater system at a controlled rate to prevent surcharging of the wastewater system and wastewater service lines.

If the City must provide personnel and equipment to minimize damages, in the event of any failure of the Contractor’s sewage flow control operations, the Contractor shall be liable for all costs incurred by the City. The Contractor will be charged $550 per hour that the City of Pueblo crews are onsite, which will be deducted from the amount of the Contractor’s final payment.

Service line wyes shall be placed on the sewer main at points shown on the plans or where directed by the Engineer. The service lines shall be extended to the right-of-way line. All shall be per the requirements of Section 11.3.14 - SANITARY SEWER SERVICE LINE INSTALLATIONS.

(a) ALIGNMENT. All pipe shall be laid to the lines and grades given by the Engineer with joints close and even, butting all around. They shall be carefully centered and shall not deviate more than one inch (1") from line so that when laid will form a sanitary sewer with a uniform invert and a straight alignment unless a specified curve alignment is shown on the plans.

The grade of the pipe shall be obtained by the use of batter boards and a "top line,” batter boards with a double string line having a minimum of four feet (4') separation, a laser beam, or by the use of surveying instruments approved by the Engineer. The grade shall not be obtained by placing a carpenter's level on individual pipes.

If batter boards are used, the Contractor shall at all times where pipe laying is in

progress, maintain batter boards for a distance covering at least three grade stakes. The elevation of the batter boards shall be determined from the depth of cut as given by the Engineer, and the Contractor shall keep on each crew a person whose duty it shall be to see that the batter boards are in proper place at all times. It is not intended that these requirements shall make it necessary for the Contractor to keep a person especially for this purpose, but to provide that a competent person shall be with each crew at all times whose duty it shall be to attend to the placing of the batter boards and the giving of grades to the pipe layer.

If a method other than batter boards is used, the instrument used shall be operated continuously under the supervision of a qualified foreman or superintendent. The pipe grade shall be checked by an alternate method at fifty-foot (50') intervals and upon request of the Engineer.

All PVC pipe shall be tested with a certified mandrel (go-no go device) prior to construction of surface improvements.

(b) VERTICAL TOLERANCE. All pipe shall be installed within the following range of tolerances. Any pipe not within the specified spot elevation tolerance shall be re-laid.

PIPE GRADE TOLERANCE TABLE		
PIPE DIA. (INCHES)	GRADE (S) (%)	
	S≤ 0.50	S>0.50
8	±0.02 Ft	±0.04 Ft
10 – 15	±0.03 Ft	±0.04 Ft
18 or larger	±0.04 Ft	±0.04 Ft

In no case shall a section of pipe be accepted if it does not possess a positive grade (i.e., no flat or adverse sections).

(c) JOINTING PIPE. All pipe joints shall be made in the manner and under the conditions described under the various types of joints for the work. Preparatory to making pipe joints, all surfaces of the portion of the pipe to be jointed shall be cleaned. All pipe joints shall be watertight when completed.

(1) ELASTOMERIC GASKET JOINTS – The assembly of the gasketed joint shall be performed in general conformance with the recommendations of the pipe manufacturer. The Contractor shall provide a suitable method of installation to ensure the pipe being entered is true and concentric with the previously laid pipe so as to prevent injury to the elastomeric gasket. When jointed, pipe shall form a smooth and true pipeline.

(i) Mechanical methods shall be employed, if necessary, to pull or push the pipe together with sufficient force to compress the gasket sufficiently to make a watertight joint.

(2) SOLVENT CEMENTED JOINTS - Solvent cemented joints are not allowed on eight-inch (8") diameter and larger pipes unless otherwise approved by the Engineer, in writing. If approved, assembly shall be made in accordance with ASTM D2855 standard practice. Remove dirt and mud from bell and spigot. Apply primer liberally to outside of spigot and inside of coupling. Immediately apply cement and make joint by shoving home with 1/4 rotation (within a minute).

(3) OTHER TYPE JOINTS - If any other type of joint is proposed to be used, it shall conform to the requirements of these specifications that apply, and the Contractor shall obtain written approval of the Engineer for its use. Connections to unlike materials must also be pre-approved, in writing, and may require Class “A” bedding (concrete cradle) at the connection joint. When joining pipe sections via a coupler, a Fernco Strong Back RC Series Repair Coupling or an approved equal shielded coupler shall be used to connect the existing to the new sewer pipe.

(d) TRACER WIRE. The work covered by this section of the specifications consists of the furnishing of all labor, supplies, equipment and materials and performing all operations in connection with the installation of tracer wire and appurtenances, as shown on the plans, as herein specified and directed by the Engineer to comply with Senate Bill 18-167. The bill requires that all new underground facilities, including laterals up to the structure or building being served, installed on or after August 8, 2018, must be electronically locatable when installed per section 9-1.5-103(10), C.R.S.

(1) Tracer wire installation shall be performed in such a manner that allows proper access for connection of line tracing equipment, proper locating of wire without loss or deterioration of low frequency (512Hz) signal for distances in excess of 1,000 linear feet, and without distortion of signal caused by multiple wires being installed in close proximity to one another.
(2) Tracer wire systems must be installed as a single continuous wire, except where using approved connectors. No looping or coiling of wire is allowed. Any damage occurring during installation of the tracer wire must be immediately repaired by removing the damaged wire and installing a new section of wire with approved connectors. Taping and/or spray coating shall not be allowed.
(3) Tracer wire shall be installed at the top of the pipe and secured (taped/tied) at 5' intervals.
(4) Tracer wire must be properly grounded as specified.
(5) Tracer wire on all service laterals/stubs must terminate at an approved tracer wire access box located directly above the utility, at the edge of the road right-of-way but out of the roadway. (See TRACER WIRE TERMINATION/ACCESS)
(6) At all mainline dead-ends, tracer wire shall go to ground using an approved connection to a drive-in magnesium ground rod, buried at the same depth as the tracer wire. (See GROUNDING).
(7) Mainline tracer wire shall not be connected to existing conductive pipes. Treat as a mainline dead-end and ground using an approved waterproof connection to a ground rod buried at the same depth as the tracer wire.
(8) All service lateral tracer wires shall be a single wire, connected to the mainline tracer wire using an approved mainline to lateral lug connector, installed without cutting/splicing the mainline tracer wire.
(9) In occurrences where an existing tracer wire is encountered on an existing utility that is being extended or tied into, the new tracer wire and existing tracer wire shall be connected using approved splice connectors and shall be properly grounded at the splice location as specified.
(10) All service lateral tracer wires must be properly connected to the mainline tracer wire to ensure full tracing/locating capabilities from a single connection point. Lay mainline tracer wire continuously, by-passing around the outside of manholes/structures on the north or east side. Tracer wire on all sewer laterals must terminate at the property line with a coil of 6 feet of tracer wire taped directly to the service lateral at the edge of the road right-of-way or at an approved location.

(11) The City of Pueblo Wastewater Department must be contacted to inspect tracer wire installation prior to backfilling any infrastructure that connects to the City's sanitary sewer system

(12) The following methods shall not be allowed:

(i) Looped wire or continuous wire installations, that has multiple wires laid side-by-side or in close proximity to one another
(ii) Tracer wire wrapped around the corresponding utility
(iii) Wire terminations within the roadway, i.e. in valve boxes, cleanouts, manholes, etc.
(iv) Connecting tracer wire to any conductive utilities

11.3.12 BACKFILLING

The line, grade, joints and bedding of the sanitary sewer shall be inspected and approved by the Engineer before backfilling operations commence.

If Class "A" Cradle Bedding or Reinforced Concrete Encasement has been constructed, no backfilling shall commence until the concrete has either attained a compressive strength of 2000 pounds per square inch, or seven (7) days have elapsed.

After the initial backfill (bedding) has been carefully placed in the pipe zone to at least one foot (1') above the top of the pipe, the remainder of the trench shall be backfilled and compacted. Depositing of the backfill material shall be done so that impact of falling material will not damage the pipe or structures.

Permission to use specific compaction equipment shall not be construed as guaranteeing or implying that the use of such equipment will not result in damage to adjacent ground, existing improvements, or improvements installed under the contract. The Contractor shall make their own determination in this regard.

The Contractor shall employ whatever equipment and methods that are necessary to obtain the moisture and required density. All soils within the compaction limits shall be compacted to either ninety-five percent (95%) of the maximum dry density as defined by AASHTO T99 (Standard Proctor). Moisture content for all compacted soils shall be within plus or minus 2% of optimum unless field observation verifies that the soils are unstable at lesser moisture contents. In those cases, the Engineer shall establish a minimum moisture content.

On all sewer installations, compaction tests shall be made by an approved independent testing laboratory and shall identify the location and depth of the test, the date of the test, the maximum Standard Proctor density and optimum moisture content of the soil, and give the percent of compaction and moisture content of the backfill material at the test location. Compaction tests shall be made at a depth of three feet (3') above the top of the pipe and at two-foot (2') intervals in depth, up to and including the surface. Testing shall be done at a minimum of one location for every 250 feet of main line trench or fraction thereof and at every manhole or similar structure. Where excavations for service lines branch off the main trench, every fourth service line trench shall be tested.

All test locations shall be randomly spaced as directed by the Engineer. These tests shall be made at the expense of the Contractor and are intended to give the Contractor and City an indication of the effectiveness of the compaction procedure and shall not relieve the Contractor of any provisions of this specification. **All Compaction tests shall be submitted and accepted by the City prior to construction of any surface improvements.**

If any compaction test should fail to meet the requirements of this section, at least two (2) additional locations shall be tested along the trench, at locations designated by the Engineer, to determine the extent of the non-compliance. After the extent of non-compliance has been determined, that section of trench shall be re-compacted and retested at a minimum of two (2) locations as directed by the Engineer. If the failure occurs at a service lateral, another lateral shall be tested in addition to the extent of non-compliance testing requirements.

In the event of settlement or subsidence of a particular excavation or any part thereof, the Contractor shall be responsible for all repaving, overlay and repair costs occasioned thereby for a period of two (2) years after the project/subdivision acceptance date.

If requested by the Contractor/Developer, and written permission is granted by the City Engineer, backfill for utility trenches may be consolidated using water induced settlement techniques (jetting/puddling). This method of trench backfill consolidation shall only be allowed in those special locations where a failure history exists for trenches using conventional engineered controlled fill. As a condition of permission to use jetting/puddling, the Contractor/Developer must agree in writing to provide a full and complete three (3) year warranty from the final acceptance date, that shall include repair of any surface amenities to the complete satisfaction of the City which may include a full width asphaltic overlay if warranted.

Where backfill for utility trenches within the roadway section are consolidated using jetting/puddling, the moisture and density requirements within the trench compaction limits stated above shall not apply; however, the compaction limits for the finished roadway subgrade as outlined under ARTICLE 7 - EARTHWORK shall apply.

11.3.13 MANHOLE CONSTRUCTION AND ADJUSTMENT

Manhole bases and barrels shall be constructed of the material as specified in Section 11.2 - MATERIALS, unless otherwise specified on the plans or by the Engineer. Contractor shall wait a minimum of twenty-four (24) hours before setting manhole barrel sections, on cast-in-place bases. No backfilling shall commence around manhole bases until the concrete has either attained a compressive strength of 2,000 pounds per square inch, or seven (7) days have elapsed.

The flow channel shall be made to conform in slope and shape to that of the sewer pipe and wherever possible, the lower one-half of the sewer pipe shall be used for the invert of the open flow channel. At intersections with other lines, channels shall be formed with a sweeping curve to minimize turbulence.

When branch mains are being connected to a manhole with collector or backbone mains, the smaller pipe diameter, branch main, invert must be higher than the larger pipe, collector or backbone main, design depth of flow to avoid any interruption in flow in the branch main, per City of Pueblo Sanitary Sewer Design Criteria Manual Table 4.3 Design Depth of Flow. . Unless otherwise specified on the plans or specifications, all manhole channels shall be constructed with a minimum elevation drop as shown:

HORIZONTAL DEFLECTION ANGLE OF SEWER PIPE AT MANHOLE	MINIMUM DROP
0°	0.10' *
Between 0° & 45°	0.20'
45° to 90°	0.30'

Changes in direction at intersections of sewers shall not be greater than 90 degrees.

* The minimum drop at a manhole with a 0-degree pipe deflection can be less than 0.10 feet when the grades of the pipe entering and exiting the manhole are the same and the pipe is laid continuous through the manhole, using the bottom half of the pipe as the channel.

Connection to an existing manhole shall be made so the inlet flowline is above the existing concrete manhole base. When connection to an existing manhole is allowed, the contractor shall cut into the existing manhole to install the new sewer pipe and provide a water stop and non-shrink grout for a watertight connection. A concrete channel shall be formed within the existing manhole to provide a smooth discharge from the new pipe to the existing channel.

An external drop manhole shall be constructed when the difference between the elevation of the inlet and outlet flowlines is two feet (2') or greater. Internal drop manhole assemblies will not be allowed. See Manhole Base Section with Drop Assembly Detail, SD23. Epoxy coating of the manhole may be required at the discretion of the Engineer due to high hydrogen sulfide production from excessive drop distances, per Section 4.14 of the city of Pueblo Sanitary Sewer Design Criteria Manual.

When pipe is used as the channel in manholes, no pipe joint shall be allowed in the manhole unless otherwise specified on the plans. Dead end manholes shall have a channel extended a minimum of three feet (3') inside the manhole at the same grade as the sewer pipe.

All manhole ring and covers in streets to be paved shall initially be constructed to a height to top of subgrade or twelve inches (12") below the proposed finished pavement grade, whichever is less. When adjusted to a finished pavement grade, the manhole ring and cover shall be so constructed that the top of the manhole ring and cover will be flush (± 1/4") with the replacement pavement or the grade established by the Engineer, and shall have at least one (1) four inch (4") thick precast concrete or high density polyethylene adjustment rings Adjustment rings shall not exceed twelve inches (12") in height. High density polyethylene adjustment rings must be pre-approved by the Engineer before use and be rated for HS-20 loading.

Contractor shall salvage rings and covers removed from existing manholes. Rings and covers shall become the property of the City.

When connecting to an existing manhole with steps, the steps shall be removed by cutting the steps flush with the wall of the manhole. Where rebar steps are removed, the exposed rebar ends shall be sealed with a Rustoleum Enamel Paint or approved equal.

When trenchless methods are used to rehabilitate manholes, the interior surface of the manholes will be coated with 100% solid, self-priming, ultra-high build epoxy applied to a minimum thickness of 125 mils with an airless spray gun applicator. To ensure a 125 mils thickness, a wet film thickness gauge shall be used to verify thickness during the application process. A micro-gauge may be used after application to ensure no shrinkage has occurred after the curing process. The contractor may have an ultrasound on hand to show thickness is being met. Apply epoxy coating in accordance with manufacturer's instructions. The epoxy coating shall completely cover all manhole walls and bases to the low flow of the pipe, unless otherwise directed by the Engineer, to ensure a seal from outside water sources. The Contractor shall sawcut a line, "key", between the metal frame and concrete of the manhole wall. The finished surface on all components of the manhole will be smooth and free of sags, ridges, skips, voids, and pinholes.

A *"Manhole Coating"* form must be submitted for each manhole. The form must be submitted at the Pre-Construction Conference for approval. The Contractor may elect to use a form provided by the City of Pueblo. The report shall be submitted to the engineer within one week of

completion of testing or as directed by the owner for review of application process. The coating inspection report shall document, project and manhole identification, coating material, dry film thickness and holiday tests results, adhesion testing results if applicable, and City Engineer's signature to verify test results.

Manholes constructed in areas with excessive groundwater tables or in areas identified as having high concentrations of selenium and/or sulfate in the groundwater as determined by the City Engineer will be required to be epoxy coated to eliminate any infiltration.

11.3.14 SANITARY SEWER SERVICE LINE INSTALLATIONS

Service lines shall be installed from the main to the right-of-way line or as shown on plans. Connections to manholes is prohibited unless otherwise approved by the Engineer. Lines shall be inspected and approved by the Engineer or designated entity.

Service lines shall be connected to the sewer main, so the flowline is at or above the spring line of the pipe for 8" and 10" sewer mains and in the top 1/4 of the pipe for 12" and larger sewer mains. Service lines shall not be connected to the City mainline manholes unless otherwise approved by the Engineer.

Sewer service lines shall not protrude into the interior of the sanitary sewer main. Service lines shall connect to the sanitary sewer main in a manner that creates a watertight joint and provides a smooth, continuous interior pipe surface.

All service lines shall be placed on a slope of one-fourth inch (1/4") per one foot (1') from the main to the property line, unless otherwise specified on the plans, standard details or in writing by the Engineer.

The ends of all service lines shall be plugged and marked for location with a 2" x 4" board or other suitable marker extending two feet (2') above grade and three feet (3') below grade in addition to a three inch (3") wide green plastic tape tied to the end of the service line and extending to a point six inches (6") above the ground surface. The Contractor shall assist the Engineer in measurements and locations of constructed service lines and submit "as built" plans.

When reinstating a service via an open trench, the Contractor shall use a hard tie polyvinyl chloride (PVC) fitting when reinstating an existing PVC service. All other services shall be reinstated using a Fernco Strong Back RC Series Repair Coupling or an approved equal shielded coupler to connect the existing to the new service pipe. The Contractor shall be responsible for all costs incurred for a service line tap not properly located, to include but not limited to excavation and restoration of the missed service.

Bedding shall meet the requirements of Class "B" as per Section 11.2.11 - BEDDING FOR PIPE, and Section 11.3.10 - PIPE BEDDING LIMITS and the backfill material shall be similar to that required for sanitary sewer mains as per Section 11.2.13 - BACKFILL MATERIAL. All backfill shall be consolidated by the requirements of Section 11.3.12 - BACKFILLING.

11.3.15 TESTING AND INSPECTION

No surface improvements shall be constructed over the new sanitary sewer until all testing and televised inspection of the pipe is accepted by the City unless otherwise authorized by the City. The Contractor shall conduct the testing and be responsible for furnishing all equipment and labor for testing. The Engineer shall verify the accuracy and acceptability of the equipment used and witness all tests.

Any sanitary sewer line where infiltration or exfiltration tests show leakage in the sewer line and manholes exceeding fifty (50) gallons per inch diameter, per mile, per day or pipe deflection exceeds five percent (5%) of the inside diameter, will not be accepted. After acceptable backfilling but before construction of surface improvements over any sewer line, tests shall be run to determine whether these limits are exceeded. At the direction of the Engineer, the section between the first two (2) manholes of all projects may be tested before further construction to permit initial observation of the quality of the construction workmanship. Tests shall also be conducted at any time during the course of construction that the quality of the workmanship is questionable in the opinion of the Engineer. The type of test conducted shall be at the Engineer's option. Whenever the rate of infiltration, exfiltration or deflection is found to exceed the allowable amounts, the Contractor shall stop construction. The Contractor may then be required to provide at his own expense, televised or photographic visual inspection of the interior of the pipe to help determine the reason for failing the testing. The Contractor shall make appropriate repairs by methods approved by the Engineer and shall retest the sewer until it is satisfactory. No compensation shall be paid to the Contractor for testing, televising, photographing, repairing, or reconstruction to comply with the allowable amounts.

All gravity sewers will be inspected by closed-circuit television, by the City, after other utility installations and acceptance of all testing, but prior to construction of surface improvements over the new sewer unless otherwise authorized by the City. The Contractor shall thoroughly clean all sewers prior to televising by the City. The City requires five (5) working days advance notice for scheduling the televising and will be allowed five (5) working days to complete the television inspection.

(a) INFILTRATION. In areas where excessive groundwater is encountered or in areas identified as having high concentrations of selenium and/or sulfate in the groundwater, an infiltration test or pneumatic pressure test will be required. An excessive amount of groundwater for testing purposes is defined as the amount of groundwater needed to produce in excess of two feet (2') of hydrostatic pressure on the crown of the pipe along the entire test section. The Contractor will be required to prove this by installing manometer tubes at the ends of the test section in the manholes. The determination of groundwater elevation (installation of manometer tubes) shall be in accordance with Section 8, of the Uni-Bell Plastic Pipe Association - Recommended Practice for Low-Pressure Air Testing of Installed Sewer Pipe (Uni-B-6). If infiltration is less than the allowable amount, the Contractor will still be required to stop any obvious individual leaks that may be observed by the Engineer when so directed.

(1) INFILTRATION TEST. Infiltration tests shall be made by plugging the end of the sewer section being tested at the upper manhole to prevent the entry of water. The amount of infiltration shall then be measured by placing an approved weir in the lower part of the outlet end of the test section. The time for the test shall be of such duration as necessary to achieve stable flow over the weir, but in no case less than two hours. Determination of flow will be made by the direct reading of a calibrated weir or by hydraulic calculations taken at ten-minute intervals beginning after the first hour of lapsed time.

(2) PNEUMATIC PRESSURE TEST. In preparation for a pipe acceptance test using low pressure air, all pneumatic plugs shall be seal tested before being used in the actual test installation. One length of pipe shall be sealed at both ends with the pneumatic plugs to be checked. The plugs, installed in accordance with the manufacturer's recommendations, shall hold against a pressure of five (5) pounds per square inch gauge (psig) without bracing and without movement of the plugs out of the pipe. However, during actual testing, the Contractor should internally or externally brace the plugs as an added safety precaution. Plugs found acceptable

by this testing shall be placed in the test installation and low-pressure air introduced into the sealed line until the internal air pressure reaches four (4) psig greater than the average back pressure of any groundwater that may be over the pipe but not greater than nine (9) psig. The level of groundwater back pressure shall be determined by averaging the reading of groundwater manometer tubes installed at the manholes of the section of pipe being tested. The air pressure correction, which must be added to a 3.5 psig test starting pressure, shall be calculated by dividing the average vertical height, in feet of groundwater above the invert of the pipe to be tested by 2.31. At least two (2) minutes shall be allowed for the air pressure to stabilize. After the stabilization period the air hose from the control panel to the air supply shall be disconnected and the pressure shall be decreased to 3.5 psig (plus any required air pressure correction) for the start of timing. The portion of line being tested shall be termed "Acceptable" if the time shown, for the given diameters in the following table, elapses before the air pressure drops 0.5 psig from the test starting pressure.

PIPE DIA. (inches)	MINIMUM TIME (min:sec)	LENGTH (L) FOR A MINIMUM TIME (feet)	TIME FOR LONGER LENGTH (sec)
8	3:47	298	0.760L
10	4:43	239	1.187L
12	5:40	199	1.709L
15	7:05	159	2.671L
18	8:30	133	3.846L
21	9:55	114	5.235L
24	11:20	99	6.837L
27	12:45	88	8.653L

Contractors testing equipment shall have 3/8 inch standard female fitting to accommodate the City inspector's gauge and a regulator or a relief valve set no greater than nine (9) psig to avoid over-pressurizing.

(b) EXFILTRATION. Except in areas where excessive amounts of groundwater are encountered, the Contractor shall measure the rate of exfiltration by either a hydrostatic pressure test or a pneumatic pressure test (as outlined above).

(1) HYDROSTATIC PRESSURE TEST. The section to be tested shall be prepared by plugging the lower end of the section and the inlet sewer or sewers of the upper manholes and filling the pipe and upstream manhole with water to a depth of two feet (2') above the top of pipe at the upstream manhole of the test section or two feet (2') above the normal ground water level at the upstream manhole of the test section, whichever is greater. The maximum internal pipe pressure at the lowest end shall not exceed twenty-five feet (25') of head of water or 10.8 psi. Only after the test section has been acceptably isolated and filled with water can the test period begin. The period shall be two hours in duration. Leakage by exfiltration shall be determined by measuring the drop in the water level in the upstream manhole at the end of the test period. The exfiltration test time period may be extended beyond the minimum two-hour period when necessary to effectively determine the source of leakage when test results are unsatisfactory.

(c) DEFLECTION TESTING. All PVC pipe less than twenty-four inches (24") in diameter shall be tested for deflection, after backfilling, by the Contractor by means of a certified mandrel (go-nogo device). The diameter of the mandrel shall be five percent (5%) less

than the inside diameter of the sewer pipe. The mandrel shall be pulled through all installed pipes. All testing shall be under the direction of the Engineer.

Pipe shall be removed, replaced and retested if maximum deflection exceeds five percent of the pipe's nominal internal diameter. Pipe shall be retested for deflection by the City of Pueblo prior to the end of the two-year warranty period. Any pipe showing a deflection in excess of five percent (5%), after testing by the City, shall be removed and replaced by the Contractor.

(d) ACCEPTANCE. Acceptance of the pipe in the tested section will be granted by the Engineer only after all defects such as poor alignment, misplaced pipe, and broken pipe have been remedied, and prescribed testing satisfactorily completed. Acceptance of the pipe does not relieve the Contractor of responsibilities imposed by all other sections of these specifications.

Work accomplished under this section will not be measured, nor will it be paid for directly. This work will be considered as incidental to the sanitary sewer pipe and all costs in connection therewith shall be included in the unit price for the pipe.

(e) MANHOLE TESTING. After the epoxy coating has cured in manholes, it shall be inspected and tested per NACE (National Association of Corrosion Engineers) RP0188 specifications.

(1) Holiday Testing. Every manhole shall be tested using a high voltage holiday detection equipment (spark tester). An induced holiday shall be made into the coated concrete surface and shall serve to determine the minimum/maximum voltage to be used to test the coating for holidays at that particular area. The spark tester shall be initially set per manufacturer's specification but may be increased if it is insufficient to detect the induced holiday. All detected holiday shall be marked and repaired per the manufacture's recommendations.

The Contractor shall submit test results to the Engineer no later than one (1) week after testing the epoxy coating. Approved test results shall include test results, date tested, location of test and shall be signed by the inspector. No payment shall be made for any manhole with prior to manhole forms being submitted.

A failed manhole will have one (1) or more sparks in a single vertical foot. Any pinholes, thin areas, or any other imperfections identified by the holiday test will require a repair per manufacturer's specifications.

(2) Adhesion Testing. The Contractor shall conduct adhesion testing in accordance with ASTM D4541 and D7234. Three-20-mm dollies will be placed on the bottom, middle and top of manhole. Prepare dollies with a 3,500 psi strength 24 -hour adhesive and score around the dolly for the testing process. If results fail to meet results in the table found in Epoxy Coating Table, Section 11.2.6 (b), the test will be considered failed. If two out of three tests fail, additional tests will be performed. Testing will include 25% of the manholes in the Project picked at random. During the testing, if more than 50% of manholes fail of those initially tested, ALL manholes in the Project will be subject to testing or as directed by the Engineer. If subsequent tests fail all manholes could be considered unacceptable and will be subject to removal and

reapplication of epoxy. The Contractor shall repair all test sites after adhesion tests have been performed. No additional cost to the project will be paid to perform all adhesion tests and epoxy coating patch due to testing. A Type V automatic self-aligning adhesion tester shall be used per ASTM 4541 specifications.

(f) TRACER WIRE TESTING. All new tracer wire installations shall be located using typical low frequency (512Hz) line tracing equipment, witnessed by the Contractor and Engineer, prior to acceptance of ownership. This verification shall be performed upon completion of rough grading and again prior to final acceptance of the project. Continuity testing in lieu of actual line tracing shall not be accepted.

11.3.16 CLEANING SEWERS AND APPURTENANCES

The sewers and all appurtenances shall be thoroughly cleaned at the Contractors expense under the direction and to the satisfaction of the Engineer before final acceptance of the work. In the event the City has to perform any cleaning, the Contractor will be charged $550 per hour for the cost of labor, equipment, and materials.

11.3.17 REPLACING SIDEWALKS, CURB AND GUTTER, BASE COURSE, PAVING, ETC.

Where sidewalks, curb and gutter, culverts, etc., are removed within the limits of the work, the Contractor shall compact the backfill as specified under the applicable Article, and shall then replace sidewalks, curb and gutter, culverts, etc., in accordance with prevailing City Specifications for the class of work involved. Sidewalk and curb and gutter removals shall be in accordance with ARTICLE – 4 CONCRETE, Section 4.8.3. and Section 4.8.2. Where grassed areas are encountered, the Contractor shall replace all sod with sod of similar characteristics to that adjacent.

A Concrete Permit is required for all concrete work within the City of Pueblo. A “no fee” Concrete Permit shall be issued by the City Engineering Division for City funded projects. Any concrete work placed without benefit of both permit and inspection by Public Works will not be paid for.

11.3.18 GRAVEL SURFACED STREETS OR ALLEYS

When trenches are excavated in streets or alleys which have only a gravel surface, Contractor shall replace such surfacing on a compacted backfill with gravel conforming to ARTICLE 6 - AGGREGATE BASE CONSTRUCTION, CLASS 6, equal in depth to that which originally existed or a minimum thickness of two inches (2"). The surface shall conform to the street or alley grade as set by the Engineer. Where the completed surface settles below finished grade, additional gravel base course material shall be placed and compacted immediately to restore the roadbed surface to finished grade and allow drainage.

11.3.19 CONCRETE AND ASPHALT PAVEMENT REMOVAL AND REPLACEMENT

When concrete pavement is removed, the removal shall be to an existing joint or to a sawed joint which is made prior to removal.

The final edges of asphalt removed and replaced shall be along a straight line neatly sawed to a depth which allows the pavement to be removed with no disturbance to the asphalt left in place.

The edges of pavement (either concrete or asphalt) removal and replacement shall extend one foot (1') beyond the edge of the excavation required for pipe installation. The edges of the

pavement shall be clean, straight, and free from jagged intrusions and loose pieces. If the edges of the pavement are not straight, the Contractor shall saw cut back to a point where a straight edge can be maintained or overlay the asphalt patch with a minimum of 3x the nominal aggregate size asphaltic overlay extending two feet (2') beyond the edges of the asphalt patch. Concrete or asphalt removed from the trench surface shall not be used in the initial backfill, and all pieces exceeding eight inches (8") in any dimension shall be removed from the site.

If the distance from the lip line of the curb & gutter to the trench is less than 4 feet (4'), all asphalt shall be removed from lip to the trench line.

11.3.20 ASPHALT PAVED STREETS

When trenches are excavated in streets having an asphalt surface, the Contractor shall replace such surfacing as follows:

(a) Place controlled low strength materials (CLSM) (flowable fill) having a minimum thickness of two (2) feet below the hot asphalt bituminous pavement.

(b) Place hot bituminous asphalt pavement wearing surface having a minimum compacted thickness equal to the original pavement, or four inches (4"), whichever is greater.

All the foregoing materials and methods of application shall comply with ARTICLE 6 - AGGREGATE BASE CONSTRUCTION and ARTICLE 8 - PAVEMENT.

Outside of trench areas, the Contractor shall restore damaged bituminous surfaced streets to the condition which existed prior to construction. The Contractor shall make these repairs at his own expense if the damage is a result of his operations.

11.3.21 CONCRETE PAVED STREETS

When trenches are excavated in streets constructed of concrete, the Contractor shall replace said concrete with an equivalent concrete pavement. Said concrete pavement shall have a minimum thickness conforming to ARTICLE 8 - PAVEMENT and shall be placed on six inches (6") of Class 6 base conforming to ARTICLE 6 - AGGREGATE BASE CONSTRUCTION.

Outside of trench areas, the Contractor shall restore damaged concrete surfaced streets to the condition which existed prior to construction. The Contractor shall make these repairs at his own expense if the damage is a result of his operations.

11.3.22 CONCRETE CURB AND GUTTER, SIDEWALK, DRIVEWAY, ALLEY PAN AND DIP REMOVAL

Concrete curb and gutter, sidewalks, driveways, alley pans and dips shall be removed to the limits designated by the Engineer. All joints (except expansion joints) shall be saw cut prior to removal unless otherwise directed by the Engineer. Any concrete broken or disturbed by the Contractor outside of the designated limits shall be replaced at the expense of the Contractor at no cost to the project. Sawing shall be considered incidental and subsidiary to the pipeline excavation. See ARTICLE 4 – CONCRETE for additional requirements.

11.3.23 CITY RESERVES RIGHT TO DO REPAVING OR RESURFACING OF STREETS

The City reserves the right to do the repaving or resurfacing of the streets even though the Proposal lists quantities for doing such work. The Engineer may direct the Contractor to omit any portion or all of this repaving or resurfacing, in which case the Contractor shall not be entitled to any adjustment or allowance in contract prices.

11.3.24 ASPHALT OR CONCRETE UNAVAILABLE OR INCLEMENT WEATHER ON COMPLETION OF BACKFILL

Upon completion of backfill operations, if hot bituminous asphalt or concrete is unavailable or the weather is inclement, a temporary asphalt surface - cold mix or other approved material - having a two inch (2") minimum thickness shall be installed immediately on the surface of the trench, cut, or hole in an asphalt or concrete street, walk, curb and gutter, etc. before the Contractor leaves the excavation site or continues the trench to the next block, intersection, or alley, unless otherwise allowed by the Engineer. Cold mix asphalt and its placement shall be furnished at the Contractor's expense and shall not be a pay item.

As soon as hot bituminous asphalt or concrete becomes available, the temporary asphalt

surface shall be removed and replaced with permanent asphalt or concrete in accordance with prevailing City construction and material specifications for the class of work involved by the Contractor. See ARTICLE 8 – PAVEMENT for additional requirements.

11.3.25 GREASE AND SAND INTERCEPTORS

Grease interceptors and sand interceptors shall have a minimum of two (2) compartments and shall be capable of separation and retention of grease and storage of settled solids. Interceptor design shall conform with the requirements of the Plumbing Code per Section 16-8-4 of the Pueblo Municipal Code. A control manhole over each compartment for monitoring purposes shall be required and installed at the owner/operators sole expense. Covers shall have a gas tight fit. The interceptor shall be designed, constructed and installed for the calculated loading. Flow control devices shall be required where the water flow through the interceptor may exceed its rated flow. Interceptors shall be installed in a location outside the building which provides easy access at all times for inspections, cleaning and proper maintenance, including pumping.

Grease interceptors and sand interceptors shall be vented in accordance with the Plumbing Code. The vent shall terminate not less than six (6) inches above the flood-rim level or in accordance with the manufacturers' instructions.

Grease interceptor and sand interceptor capacity calculations shall be performed by the food or engine service facility based on size and type of operation according to the formula contained in the Plumbing Code. Where sufficient capacity cannot be achieved with a single unit, installation of interceptors in series is required.

Grease or sand interceptors shall be constructed at the Contractor/Developer’s expense and shall not be a pay item.

11.4 METHOD OF MEASUREMENT

Method of measurement for sanitary sewer construction shall be as follows:

(a) Manholes – Each manhole removed and/or constructed of various sizes shall be counted for payment by the contract unit. Each manhole repaired using cementious material and/or epoxy coating of various sizes shall be measured by the vertical foot from the invert of the manhole to the top rim of the manhole.

(b) Sanitary Sewer Pipe - The length of sanitary sewer pipe of various sizes and types shall be measured in linear feet along the alignment of the centerline of the pipe from face of manhole to face of manhole unless connection is made to an existing stub.

(c) Service Lines - The length of service lines of various sizes shall be measured in linear feet along the alignment of the centerline of the pipe for actual pipe installed.

(d) Reconnect Service Lines - Each service line reconnected to the sanitary sewer main shall be counted for payment.

(e) Earthwork, Excavation, Trenching and Backfilling - Unless otherwise specified, these items will not be measured for separate payment but will be considered as incidental to the item to which it applies and shall be included in the unit price for that item, unless rock is encountered as described in section 11.3.8 - TRENCHES IN ROCK.

(f) Rock Excavation - Rock excavation shall be measured for payment by the cubic yard. In measuring the number of cubic yards of rock excavation, the width of the trench excavated will be multiplied by the average depth from the surface of the rock to a point six (6) inches below the outside bottom of the sewer pipe. This result multiplied by the length of the trenched rock and divided by twenty-seven (27) will give the number of cubic yards allowed for payment.

(g) Trench Stabilization Material - Approved material used to stabilize the subgrade shall be measured for payment by the ton as evidenced by weight tickets for each truckload or fraction thereof.

(h) Imported Backfill Material - Approved backfill material to replace unsatisfactory material shall be measured for payment by the ton as evidenced by weight tickets for each truckload or fraction thereof.

(i) Class "A" Concrete Cradle Bedding - Concrete cradle bedding shall be measured for payment by the linear foot.

(j) Class "B" Pipe Bedding - Pipe bedding will not be measured for separate payment but will be considered as incidental to the sanitary sewer pipe and all costs in connection therewith shall be included in the unit price for the pipe.

(k) Reinforced Concrete Encasement - Reinforced concrete encasement shall be measured for payment by the linear foot.

(l) Gravel Surface Replacement - Aggregate base to replace the gravel lost during excavation on gravel surfaced streets or alleys will be measured by the individual weigh tickets for each truckload from state certified scales shall be furnish to the inspector signed by the driver and include the following information:

Date
Time Dispatched
Gross Weight
Tare Weight
Net Weight
Project
Destination
Truck No.
Material Type
State allowable Gross Vehicle Weight (GVW)

(m) Sidewalk and Driveway Replacement - Sidewalk and driveway replacement shall be measured for payment in square feet of concrete of the specified thickness measured in place, completed and accepted.

(n) Curb and Gutter Replacement - Curb and gutter replacement will be measured for payment in accordance with all applicable items as described in ARTICLE 4 -

CONCRETE, Section 4.8.2 - Method and Payment.

(o) Curb and Gutter, Sidewalk, Driveway, Alley Pans, Dips, and Concrete and Bituminous Pavement Removal - The removal and disposal of curb and gutter, sidewalk, driveway, alley pans, dips, and concrete and bituminous pavement will not be measured for separate payment but will be considered as incidental to the pipe and structure items and all costs in connection therewith shall be included in the unit price for that item, unless otherwise noted in the bid schedule.

(p) Concrete Pavement Replacement - Concrete pavement replacement shall be measured for payment on the linear foot basis of the specified thickness, completed and accepted, measured in place along the centerline of the sewer main or service lines.

(q) Hot Bituminous Pavement Replacement - Hot bituminous pavement replacement shall be measured for payment on the linear foot basis of the specified thickness, completed and accepted, measured in place along the centerline of the sewer main or service lines.

(r) Concrete Alley Pan, Dip or Double Gutter Replacement - The replacement of concrete alley pans, dips, and double gutters shall be measured for payment in square feet of concrete of the specified thickness, measured in place completed and accepted.

11.5 BASIS OF PAYMENT

All costs in connection with the proper, safe and successful completion of the work, including furnishing all materials, equipment, supplies, and appurtenances; equipment and tools; and performing all necessary labor and supervision to fully complete the work in accordance with these specifications and the standard details, shall be included in the unit and lump sum prices bid. All work not specifically set forth as a pay item in the Proposal shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices bid. In the event that there is no unit price shown in the proposal, the price will be negotiated.

Basis of payment for sanitary sewer construction shall be as follows:

(a) Manholes – Constructed manholes will be paid for at the contract unit price per manhole and this shall include the ring and cover castings and adjustment sections, precast sections, and all items incidental to complete the manhole, in accordance with these specifications and the Standard Details.

Manholes repaired using cementitious material and/or epoxy will be paid for at the contract unit price for various sizes which is placed, tested and accepted as measured in the field. Payment will only be made after manhole forms have been submitted and approved.

(b) Sanitary Sewer Pipe - Sanitary sewer pipe will be paid for at the contract unit price for the various sizes and types, installed complete in place. Said price shall include all excavation, shoring, bedding, joint materials, plugs, bypass pumping, temporary connections, connection to existing manholes, all other materials, to construct in accordance with these specifications and the Standard Details and Pavement Impact Fees as outlined in Section 12-6-4.1 of the City Code of Ordinance. No payment will be made for pipe until backfilling, compaction tests, deflection (go-nogo) test, exfiltration and/or infiltration tests have been accepted by the Engineer.

(c) Service Lines and Reinstate Service Lines - Service lines and reconnection of service lines will be paid for at the contract unit price and shall be full compensation for placed

and accepted pipe, including all fittings, plugs and markers in accordance with these specifications.

(d) Rock Excavation - Rock excavation will be paid for at the contract unit price and shall include the payment for any additional foundation or bedding material required and disposal of the rock removed which will not meet the requirements for backfill.

(e) Trench Stabilization Material - Trench stabilization material will be paid for at the contract unit price and shall include all work to furnish the approved material and disposal of the unsuitable material.

(f) Imported Backfill Material - Imported backfill material will be paid for at the contract unit price and shall include all work to furnish the suitable material and disposal of the unsuitable material.

(g) Class "A" Cradle Bedding - Payment for Class "A" Cradle Bedding, will be paid for at the contract unit price, complete in place.

(h) Reinforced Concrete Encasement- Reinforced concrete encasement will be paid for at the contract unit price, complete in place.

(i) Gravel Surface Replacement – Payment shall be made for by the number of tons delivered and placed in accordance with the plans and specifications and accepted by the Engineer. Material delivered in trucks that exceed the rated GVW (Gross Vehicle Weight) will be used but the excess over GVW will not be paid for. Any material delivered to the site without a weight ticket will not be paid for.

(j) Sidewalk and Driveway Replacement- Sidewalk and driveway replacement will be paid for at the contract unit price, complete in place.

(k) Curb and Gutter Replacement - Curb and gutter replacement will be paid for at the contract unit price complete in place.

(l) Concrete Pavement Replacement - Concrete pavement replacement will be paid for at the contract unit price and shall include furnishing and placing concrete pavement, and base under the new concrete, if required.

(m) Hot Bituminous Pavement Replacement - Hot bituminous pavement replacement shall be paid for at the contract unit price, complete in place.

(n) Concrete Alley Pan, Dip or Double Gutter Replacement - The replacement of concrete alley pans, dips, and double gutters shall be paid for at the contract unit price, complete in place. Said unit price shall include replacement with the specified thickness of concrete, reinforcing bars and base material, if required.

11.6 PRIVATE SEWERS

11.6.1 DESCRIPTION

Private sanitary sewers are not allowed unless otherwise authorized by the City Engineer consistent with the requirements of the Sanitary Sewer Design Criteria and Policies. The information covered by this specification consists of construction standards, inspections, and minimum requirements for “Private Sewers.” The term “Private Sewers” as used in these specifications shall mean a building sewer which receives the discharge from more than one (1) building drain and conveys it to a public sewer and is installed and maintained by an approved

designated authority. Private sewers are not part of the public sanitary sewer system.

11.6.2 PLANS AND DATA

Profiles of the ground or a detailed utility plan shall be shown on the plans for the work. The Contractor must satisfy himself regarding the character of the material to be excavated and the work to be done.

11.6.3 MATERIALS

The requirements for Section 11.2 – MATERIALS are applicable to private sewers. It is the intent of this section to include Section 11.2 by reference and all provisions are applicable as though they were listed herein, unless specifically excepted or modified. In addition, cleanout covers (when required) shall withstand H-20 loading in traffic areas.

11.6.4 CONSTRUCTION REQUIREMENTS

Many portions of Section 11.3 are applicable to private sewers; however, there are some exceptions and discrepancies. It is the intent of this section to include Section 11.3 by reference and all provisions are applicable as though they were listed herein, unless specifically excepted or modified. All references to the negotiation of “extra work” are deleted for private sewers.

Section 11.3.08 – TRENCHES IN ROCK is amended to read as follows:
Whenever rock material is encountered, as defined in Section 11.3.8, the Contractor shall immediately notify the Engineer. The Engineer will then direct the Contractor as deemed necessary.

Section 11.3.11(b) – CLASS “B” BEDDING is amended to read as follows:

The sewer pipe shall be set on a minimum of four inches (4”) of Class “B” Bedding material carefully shaped to fit the lower part of the conduit exterior for a width of at least 60% of the pipe breadth and for the entire pipe length. After setting the sewer pipe, Class “B” Bedding shall be added and properly tamped around the lower half of the pipe (haunches) for the full width of the trench, and the bedding shall be consolidated carefully without disturbing the pipe alignment or grade. For eight-inch (8”) diameter and larger pipe, additional Class “B” Bedding material shall be added up to a minimum of twelve inches (12”) above the top of the pipe for the full width of the trench.

Section 11.3.16 – TESTING AND INSPECTION, delete all references to the City televising the sanitary sewer main.

11.6.5 PERMITS AND FEES

Prior to installing any private sewer main, the Contractor shall obtain a permit from the Regional Building Authority. An inspection fee shall be assessed to all private sewers. The fee shall be paid prior to the issuance of the permit and the amount shall be in accordance with the fee schedule established by the Regional Building Authority. If a private sewer is installed without obtaining a permit, the Contractor will be required to pay two (2) times the regular fee schedule and/or will be required to pothole the sewer at various locations as directed by the Engineer. Cut sheets shall be submitted for review and approval to the City of Pueblo – Department of Public Works, two (2) working days prior to the start of construction.

ARTICLE 12

STORM SEWERS

12.1 GENERAL

12.1.1 DESCRIPTION

The work covered by this specification consists of furnishing all labor, equipment, tools, materials necessary to install storm sewer pipe and appurtenances as shown on the plans and as specified herein. The term "Storm Sewer" as used in these specifications also applies to "Culverts" and all provisions apply unless noted otherwise.

12.1.2 PLANS AND DATA

Profiles of the ground are shown on the plans for the work. The Contractor must satisfy himself regarding the character of the material to be excavated and the work to be done.

12.2 MATERIALS

12.2.1 PIPE MATERIALS

For 36-inch diameter and smaller pipe sizes, the storm sewer may be constructed of either Reinforced Concrete Pipe (RCP), High Density Polyethylene (HDPE) with smooth interior, Corrugated Polypropylene Pipe (CPP) or Polyvinyl Chloride (PVC). Where designated as "RCP" on the drawings, **only the type of pipe designated will be allowed.**

For pipe sizes larger than36 inches, only RCP and CPP will be allowed. For pipes sizes larger than 60 inches in diameter, **only RCP will be allowed.**

When plastic pipe with end sections is to be installed, the end section shall be steel or reinforced concrete pipe (RCP) approved by the Engineer. Concrete collars will be required to join the end section to the plastic pipe. Plastic flared end sections are not acceptable.

12.2.2 REINFORCED CONCRETE PIPE (RCP)

Concrete pipe shall be made using Type I/II cement or a 7-sack mix design and shall be a minimum of Class III unless shown otherwise on the drawings, and shall conform to the following AASHTO / ASTM designation:

	AASHTO	ASTM
Storm Drain and Sewer Pipe (NRCP)	M 86	C 14
Storm Drain and Sewer Pipe (RCP)	M 170	C76
Precast Manhole Sections	M 199	C 478
Arch Pipe	M 206	C 506
Elliptical Pipe	M 207	C 507
Joints, Using Rubber Gaskets	M 315	C 473
Precast Reinforced Concrete Box Sections	M 259	C 1577 or C 1433
Joints, Using Rubber Gaskets (Box Culverts)		C 1677
Joints, Using Mastic Gaskets		C 1990

Prior to pipe laying operations, the Contractor shall submit a letter from the pipe manufacturer certifying that the minimum areas of steel (RCP) and concrete strengths are in compliance with the applicable AASHTO specification and strength classification. The pipe manufacturer's facility shall be certified annually by the American Concrete Pipe Association. Representatives from the City shall be allowed full access to the facility to observe all phases of the pipe manufacturing process and to review all records pertaining to pipe testing. The City reserves the right to reject pipe based upon visual observations of apparent defects or departures from the tolerance standards.

Joints for storm drains or manholes shall be either bell and spigot or tongue and groove. Jointing material for concrete pipe shall be a preformed, flexible plastic sealing compound which conforms to Federal Specification SS-S-00210 (GSA-FS6) "Sealing Compound Preformed Plastic for Expansion Joints and Pipe Joints". The sealant shall be made of top-grade vulcanized butyl rubber which is compressible and has a tacky surface for adherence to the joint. The material shall be capable of being installed in the temperature range from zero to one-hundred degrees Fahrenheit (0 - 100°F).

12.2.3 HIGH DENSITY POLYETHYLENE PIPE (HDPE)

High density polyethylene pipe shall have a smooth interior wall (Type S) and shall conform to AASHTO M 294. Joints shall be a gasketed bell and spigot fitting. Acceptable products are "N-12 WT IB" as manufactured by Advanced Drainage Systems, Inc. or an approved equal. The joining of pipe shall be in strict conformance with the manufacturer's recommendations or the Contract Documents, whichever is more stringent. Only pipe diameters 15" through 36" will be allowed. Installation of High-Density Polyethylene pipe (HDPE) must meet the following conditions described below:

(a) Contractors installing HDPE pipe must provide the City with a letter from the pipe manufacturer certifying that they have been trained in proper installation procedures of their product.

(b) Where there are discrepancies between HDPE pipe installation specifications and City of Pueblo Standard Specifications, the more stringent specifications will apply.

(c) Where HDPE pipe enters a manhole, flowable fill must be used to ensure proper support beneath the pipe. Flowable fill must be installed to the spring line of the highest HDPE pipe and within the area of manhole excavation.

(d) Upon completion of installation and backfill, the contractor must demonstrate that the pipe has not deflected more than 5% of the pipe diameter, including manufacturing tolerances.

(e) HDPE pipe may not be used in or adjacent to a street that has classification as a Collector or higher designation.

(f) The maximum allowable height of backfill as measured from the top of pipe to finished grade shall be limited to ten feet (10').

12.2.4 CORRUGATED POLYPROPYLENE PIPE (CPP)

Twelve through 60-inch pipe shall be polypropylene or pre-approved equal. Pipe supplied shall be smooth interior and annular exterior corrugated polypropylene (CPP) pipe meeting the requirements of ASTM F2881 for respective diameters.

Pipe shall be joined using bell & spigot joints, meeting the requirements of ASTM F2881. The join shall be watertight according to the requirements of ASTM 3212. Gaskets shall meet the requirements of ASTM F477.

Fittings shall conform to ASTM F2881. Bell and spigot connections shall utilize a welded or integral bell and valley or inline gaskets meeting the watertight joint performance requirements of ASTM 3212. Gaskets shall meet the requirements of ASTM F477.

All corrugated polypropylene storm sewer shall be installed in accordance with ASTM D2321. Please refer to the CPP Storm Trench Installation Detail for all other installation requirements.

12.2.5 - POLYVINYL CHLORIDE (PVC)

Polyvinyl chloride pipe shall have a diameter to wall thickness ratio of not less than 35 (SDR 35) and shall conform to ASTM D3034 (for 15 inch diameter pipe and smaller) or ASTM F679 (for pipe diameters between 18 to 27 inches).

Where Polyvinyl Chloride pipe enters a manhole, flowable fill must be used to ensure proper support beneath the pipe. Flowable fill must be installed to the spring line of the highest PVC pipe and within the area of manhole excavation.

12.2.6 PIPE BEDDING

Bedding for storm sewer pipe shall be Class "B" as defined in ARTICLE 11 - SANITARY SEWERS, Section 11.2.11 Class "B" Bedding Material. Limits for bedding around the pipe shall be as shown on the Standard Details.

12.2.7 CONCRETE MANHOLES

The requirements for storm sewer manholes shall be the same as those for sanitary sewers as defined in ARTICLE 11 – SANITARY SEWERS, Section 11.2.5, except:

(a) Special manholes may be required for larger diameter pipes as noted on the Contract Drawings or in the Standard Details.

(b) The wrapping of joints outside of the manhole with a butyl adhesive tape sealant is not required.

12.2.8 INLETS

Inlets (Catch Basins) shall be constructed of cast-in-place concrete in accordance with the standard detail of the type and size shown on the drawings. Precast concrete inlets may be used when approved by the Engineer with the added requirements shown on the “Pre-Cast Inlet Detail”. Shop drawings for all precast inlets must be submitted to the Engineer for approval prior to installation. If differing site conditions require modifications to the precast inlet, the cost to modify or replace the inlet will be borne solely by the contractor. Inlets fabricated prior to the completion of the inlet piping will be at the contractor’s risk.

12.2.9 BRICK

Brick may only be used for modifications to existing brick structures. Brick to be used in the construction of manholes shall conform to the requirements of AASHTO M 91, Grade MM "Specifications for Sewer and Manhole Brick".

12.2.10 CONCRETE GRADE RINGS

Reinforced concrete grade rings may be used in the adjustment of manhole castings. Grade rings shall have a minimum thickness of two inches (2") and a maximum thickness of six inches (6"). Total adjustment height shall not exceed the tolerances as shown on the Standard Details.

12.2.11 MORTAR

The requirements for mortar to be used in storm sewer construction shall be the same as those for sanitary sewers as defined in ARTICLE 12 – SANITARY SEWERS, Section 12.2.8.

12.2.12 CASTINGS AND MANHOLE RING & COVERS

The requirements for iron castings to be used in storm sewer manhole construction shall be the same as those for sanitary sewers as defined in ARTICLE 12 - SANITARY SEWERS, Section 12.2.9 with the following exception: The informational logo “No Dumping / Drains to River ” shall be cast on the covers. Other castings shall be as shown on the Standard Details.

12.2.13 RIPRAP

Riprap shall consist of hard, dense, sound, rough fractured stone as nearly cubical as practicable. Thin slab type stones and flaking rock shall not be used. The stone shall have a specific gravity of at least 2.5. Concrete rubble is not acceptable for use as rip rap unless approved by the Engineer.

Stones shall be well graded in order that the voids can be filled. At least fifty percent (50%) of the mass shall be stones equal to or larger than the stone size called for on the plans. Stone size shall not be larger than the thickness of the riprap layer.

Riprap shall be placed to conform to the plan details. The larger size stones composing the riprap material shall be placed first and roughly arranged in close contact. The spaces between the larger stones shall then be filled with smaller stone of suitable size, so placed as to leave the surface evenly stepped, conforming to the contour required. The material may be machine placed with sufficient hand work to accomplish requirements of this specification.

Excavation for riprap shall be made to a neat line. Allowance will not be made for work outside of the neat line.

12.2.14 FILTER MATERIAL

Class A filter material shall consist of free draining sand, gravel, slag, or crushed stone. The material shall be uniformly graded from coarse to fine and shall meet the following gradation requirements:

SIEVE SIZE	PERCENT PASSING
3”	100
¾”	20-90
No. 4	0-20
No. 200	0-3

12.2.15 FILTER FABRIC

Filter fabric shall be a nonwoven polypropylene material conforming to the minimum performance specifications outlined below and designed for use under riprap. Acceptable products are Supac 4NP manufactured by Phillips 66, 0401T manufactured by Advanced Drainage Systems, Inc., or an approved equal.

Min. Thickness (mils) ASTM D1777	40
Min. Grab Strength (md/cd, %) ASTM D4632	50
Min. Grab Elongation (md/cd, %) ASTM D4632	50
Min. Burst Strength (psi) ASTM D3786	155
Min. Puncture Strength (lbf) ASTM D4833	55
Min. Permeability (cm/sec) ASTM D4491	0.2
Max. A.O.S. (Std. Sieve) ASTM D4751	35

12.2.16 TRACER WIRE

All provisions of Section 11.2.14 are applicable.

12.3 CONSTRUCTION REQUIREMENTS

Many portions of ARTICLE 11 - SANITARY SEWERS, Section 11.3 - CONSTRUCTION REQUIREMENTS are applicable to storm sewer construction; however, there are numerous exceptions and discrepancies. It is the intent of this section to include Section 11.3 – CONSTRUCTION REQUIREMENTS by reference and all provisions are applicable as though they were listed herein, unless specifically excepted or modified.

12.3.1 STORM SEWER CROSSINGS

Section 11.3.1 does not apply to storm sewer construction.

12.3.2 WATER LINE CROSSINGS

All provisions of Section 11.3.2 are applicable.

12.3.3 RAILROAD AND HIGHWAY CROSSINGS

All provisions of Section 11.3.3 are applicable.

12.3.4 EXCAVATION - GENERAL

All provisions of Section 11.3.4 are applicable.

12.3.5 TRENCH EXCAVATION - WIDTH AND DEPTH

All provisions of Section 11.3.5 are applicable.

12.3.6 HANDLING EXCAVATED MATERIAL

All provisions of Section 11.3.6 are applicable.

12.3.7 UNSTABLE SUBGRADE

All provisions of Section 11.3.7 are applicable.

12.3.8 TRENCHES IN ROCK

All provisions of Section 11.3.8 are applicable.

12.3.9 QUICKSAND AND GROUNDWATER INFILTRATION

All provisions of Section 11.3.9 are applicable except that the following sentence be added; “Drainage of ground water during construction through any storm sewer pipeline will be allowed.”

12.3.10 EXCAVATION FOR STRUCTURES

All provisions of Section 11.3.10 are applicable.

12.3.11 PIPE BEDDING LIMITS

All provisions of Section 11.3.11 are applicable except that the following sentence shall be added to the CLASS “A” - CONCRETE CRADLE BEDDING and CLASS “B” BEDDING subsections; “For reinforced concrete pipe (RCP), the bedding may be terminated at the springline (mid-depth) of the pipe.”

12.3.12 PIPE LAYING

All provisions of Section 11.3.12 are applicable except the fourth paragraph pertaining to service wyes.

(a) ALIGNMENT

All provisions are applicable with the following modifications: delete the last sentence and replace with the following - At the City’s request, deflection testing for PVC and HDPE storm sewer pipe by use of a mandrel shall be completed by the contractor or independent agency and paid for by the contractor or owner/developer. Deflection testing shall be done prior to paving and not less than thirty days after installation. The maximum allowable deflection shall not exceed five percent (5%) during the testing. Pipes larger than 36” in diameter may be entered and deflection levels measured directly.”

(b) VERTICAL TOLERANCES

All provisions are applicable.

(c) JOINTING PIPE

All provisions are applicable.

12.3.13 BACKFILLING

All provisions of Section 11.3.13 are applicable except that Class “B” bedding is not required above the springline of reinforced concrete pipe. Also, add the following sentence to the sixth paragraph after the last sentence; “An additional compaction test is required for each inlet pipe run and may be taken along the pipe or at the inlet at the discretion of the Engineer.”

12.3.14 MANHOLE CONSTRUCTION AND ADJUSTMENT

All provisions of Section 11.3.14 are applicable except that drop manholes are not required unless specified on the drawings.

12.3.15 SANITARY SEWER SERVICE LINE INSTALLATIONS

Section 12.3.15 does not apply to storm sewer construction.

12.3.16 TESTING AND INSPECTION

Replace section 11.3.16 - TESTING AND INSPECTION with the following:

Prior to acceptance or payment, the Contractor must provide compaction test results to the City for the backfill compaction tests required in Section 11.3.13 - BACKFILLING. At the City’s request, deflection testing by use of a mandrel shall be completed for PVC and HDPE storm sewer pipe by the contractor or independent agency and paid for by the contractor or owner/developer. Deflection testing shall be done prior to paving and not less than thirty days after installation. The maximum allowable deflection shall not exceed five percent (5%) during the testing. Pipes larger than 36” in diameter may be entered and deflection levels measured directly.

Pipe shall be removed, replaced and retested if maximum deflection exceeds five percent of the pipe’s internal diameter. Pipe shall be retested for deflection by the City of Pueblo prior to the end of the two-year warranty period. Any pipe showing a deflection in excess of five percent shall be removed and replaced by the Contractor, at his expense.

All storm sewers will be inspected by closed-circuit television, by the City, after other utility installations and acceptance of all testing, but prior to construction of surface improvements over the new sewer unless otherwise authorized by the City. The Contractor shall thoroughly clean all sewers prior to televising by the City. The City requires five (5) working days advance notice for scheduling the televising and will be allowed five (5) working days to complete the television inspection.

Acceptance of the pipe will be granted by the Engineer only after all defects such as poor alignment, mislaid pipe, and broken or damaged pipe have been remedied, and the prescribed testing has been satisfactorily completed. Acceptance of the pipe does not relieve the Contractor of the responsibilities imposed by all other sections of these specifications. “

12.3.17 CLEANING SEWERS AND APPURTENANCES

All provisions of Section 11.3.17 are applicable.

12.3.18 REPLACING SIDEWALKS, CURB AND GUTTER, BASE COURSE, PAVING, ETC.

All provisions of Section 11.3.18 are applicable.

STORM SEWER REHABILITATION SPECIFICATIONS

If any part of a stormwater main or lateral is removed or damaged to facilitate a private utility main installation or replacement, then the stormwater main or lateral must be replaced from the point of damage to the nearest inlet or manhole. A patch of the break or a repair sleeve in the stormwater pipe will not be allowed. The stormwater pipe must be installed at the same grade it was found prior to being disturbed. The Stormwater Utility Department must approve the pipe size and material and perform inspections during installation of the damaged stormwater pipe.

Compaction testing shall be performed in accordance with Section 12.3.13 of the City of Pueblo Standard Construction Specifications and Standard Details and testing shall be included for the bedding material.

12.4 METHOD OF MEASUREMENT

Method of measurement for storm sewer construction shall be as follows:

(a) Inlets and Manholes - Each inlet or manhole constructed will be counted for payment by the contract unit.

(b) Storm Sewer Pipe - The length of storm sewer pipe of various sizes and types shall be measured in feet along the centerline of acceptably laid storm sewer from inside of wall to inside of wall of manholes and/or inlets, or to end of pipe (excluding flared end sections).

(c) Riprap - Shall be measured by the ton as evidenced by weight tickets or by the cubic yard as measured in the field. Method shall be determined by the bid schedule.

(d) Flared End Section - Flared end sections shall be counted and paid for as each unit installed.

12.5 BASIS OF PAYMENT

Basis of payment for storm sewer construction shall be as follows:

(a) Inlets and Manholes - Payment for inlets and manholes shall be full compensation to construct the complete unit in accordance with these specifications and the Standard Details. It shall include the ring and cover castings, concrete adjustment rings or brick, and all items incidental to the manhole or inlet.

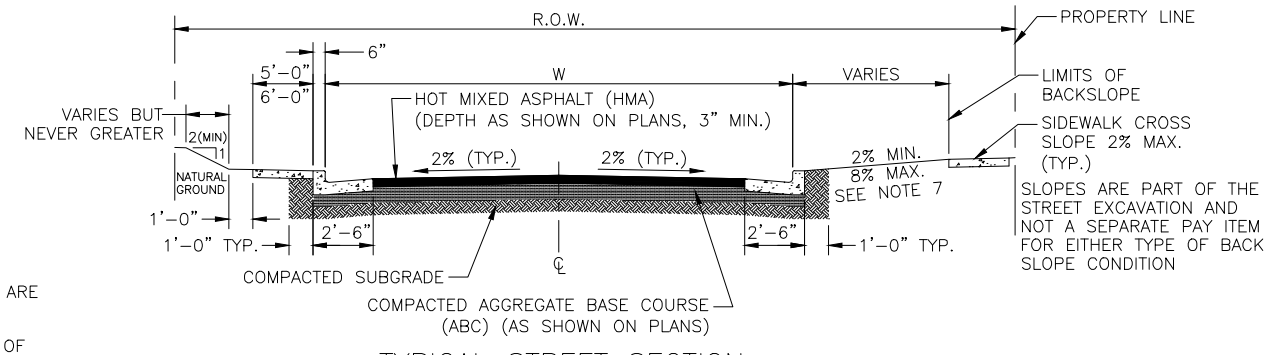
(b) Storm sewer pipe - Storm sewer pipe will be paid for at the contract unit price for the various sizes and types, installed complete in place. Said price shall include all joint materials, plugs, and other materials to construct in accordance with these specifications, and the standard details. It shall include but not be limited to all costs associated with excavation, shoring, bedding, pipe placement, backfill, compaction, water for compaction, clean-up, landscape restoration, etc. No payment will be made for pipe until backfilling, compaction tests, deflection (go-nogo) test have been accepted by the Engineer.

(c) Riprap - Payment for this item shall be full compensation for all labor and material to

furnish and install the riprap, including filter fabric and filter material, and excavation, in accordance with these specifications. Class A filter material shall be included in the bid price for riprap and not paid for separately.

(d) Flared End Section - Payment for this item shall be full compensation for all labor and materials to furnish and install the flared end section, including excavation, backfill, coupling adapters and necessary grading to match to a channel or ditch flowline.

NOTE: R.O.W. WIDTH AND DIMENSION "W" TO BE SHOWN ON THE PLANS



TYPICAL STREET SECTION
NO SCALE

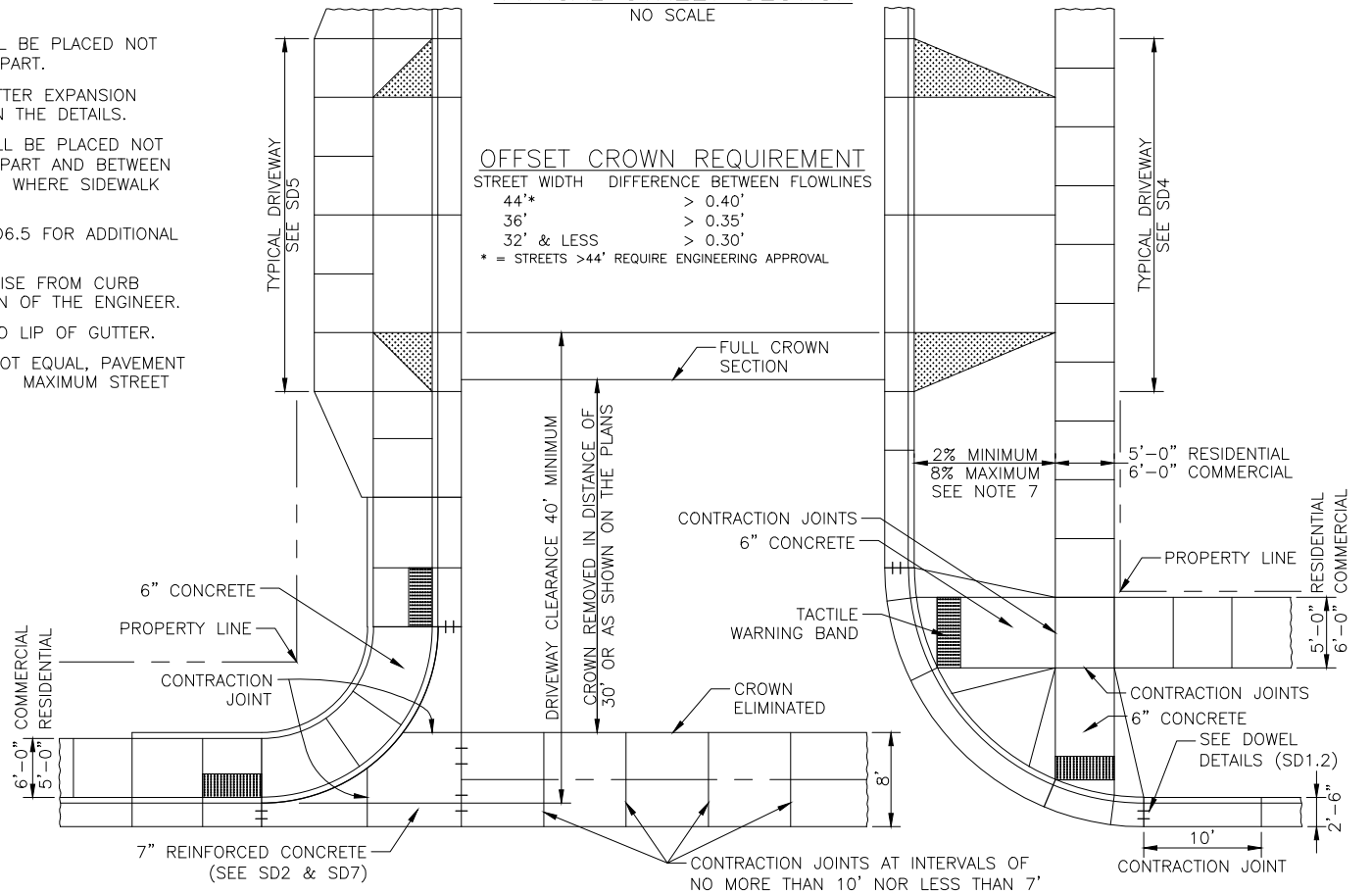
NOTES:

1. ALL UTILITY FIXTURES ENCROACHING ON CONSTRUCTION ARE TO BE MOVED BY OTHERS.
2. ½" EXPANSION JOINTS SHALL BE PLACED AT INTERVALS OF NOT MORE THAN ONE HUNDRED (100) FEET OR AT DRIVE CUTS AT TOP OF SLOPES IN SIDEWALKS.
3. DOUBLE GUTTER EXPANSION JOINTS SHALL BE PLACED NOT MORE THAN TWO HUNDRED (200) FEET APART.
4. ALL CURB AND GUTTER AND DOUBLE GUTTER EXPANSION JOINTS SHALL BE DOWELED AS SHOWN IN THE DETAILS.
5. CURB & GUTTER EXPANSION JOINTS SHALL BE PLACED NOT MORE THAN TWO HUNDRED (200) FEET APART AND BETWEEN CURB & GUTTER AND SIDEALK AT POINTS WHERE SIDEWALK ABUTS BUILDING.
6. SEE CURB RAMP DETAILS SD6.1 THRU SD6.5 FOR ADDITIONAL REQUIREMENTS.
7. ADA REQUIREMENTS CONTROL MAXIMUM RISE FROM CURB HEAD. MAY EXCEED 8% WITH PERMISSION OF THE ENGINEER.
8. SLOPE PAVEMENT AT 2% FROM CROWN TO LIP OF GUTTER.
9. WHEN THE FLOW LINE ELEVATIONS ARE NOT EQUAL, PAVEMENT SHALL BE SLOPED 2% FROM HIGHER LIP. MAXIMUM STREET CROSS GRADE SHALL NOT EXCEED 4%.

OFFSET CROWN REQUIREMENT

STREET WIDTH	DIFFERENCE BETWEEN FLOWLINES
44'*	> 0.40'
36'	> 0.35'
32' & LESS	> 0.30'

* = STREETS >44' REQUIRE ENGINEERING APPROVAL



PLAN OF TYPICAL STREET INTERSECTION
NO SCALE

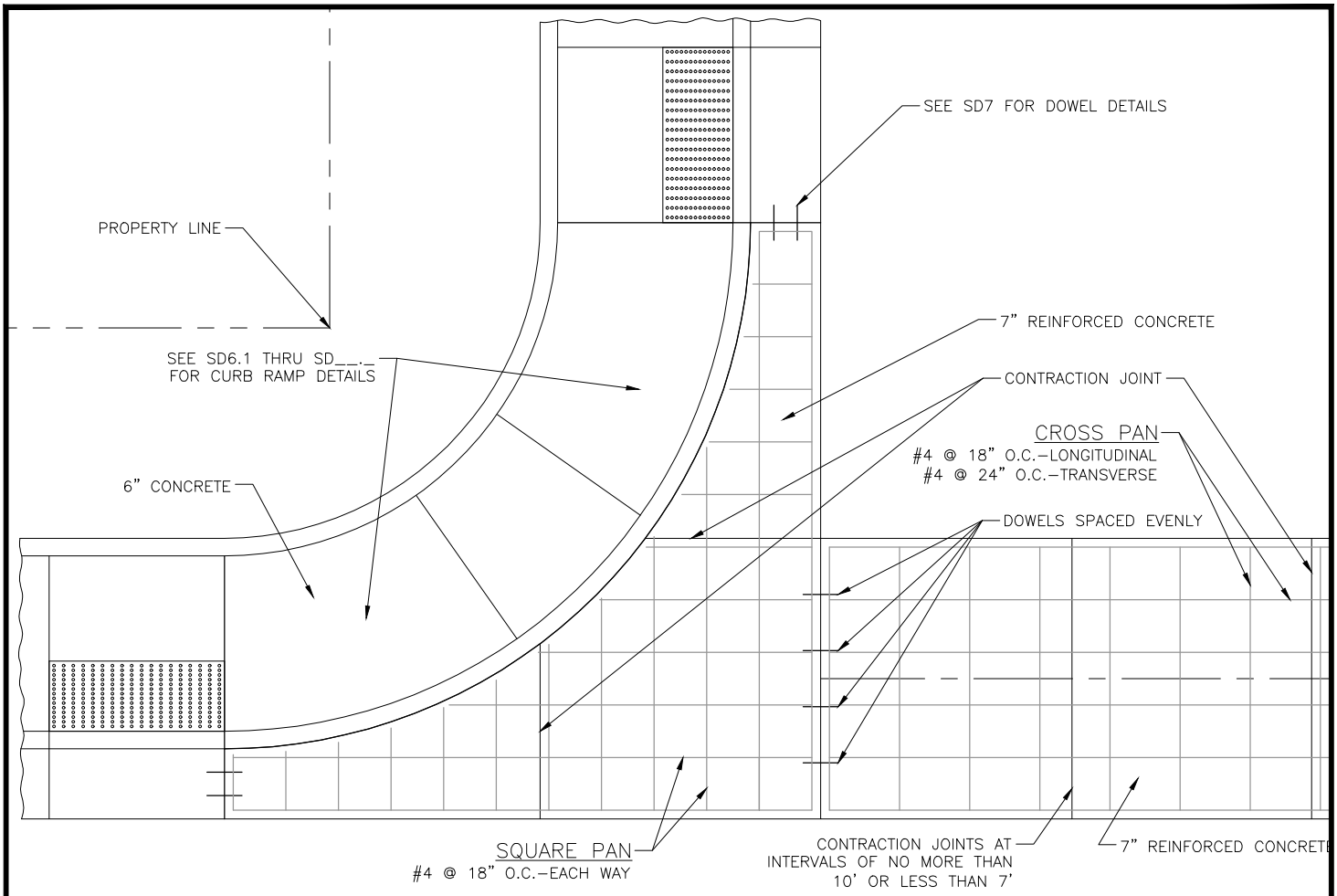
TYPICAL STREET INTERSECTION

SD1

PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION
211 EAST "D" ST. PUEBLO, CO 81003
(719) 553-2295 PHONE

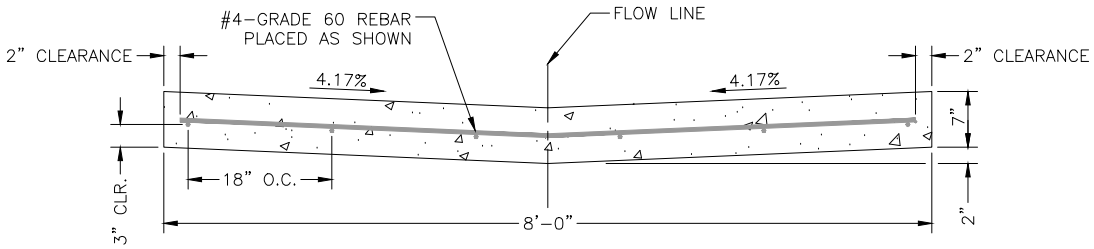
DRAWN BY: JM
CHECKED BY: MT
APPROVED BY: CR

REVISION	01/01/2021



PLAN OF TYPICAL SQUARE PAN & CROSS PAN

SCALE: 1"=5'



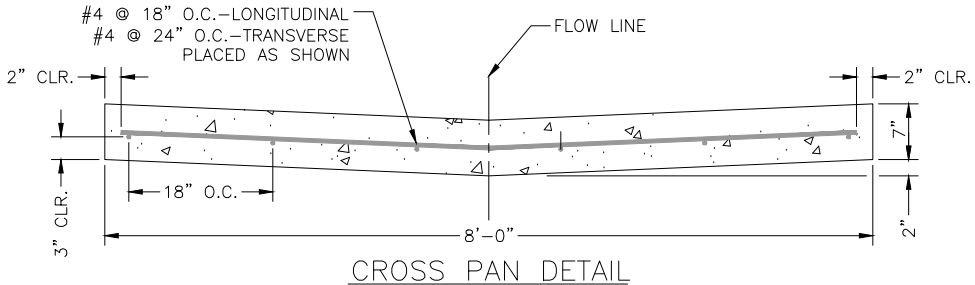
CROSS PAN X–SECTION DETAIL

SCALE:1"=2'

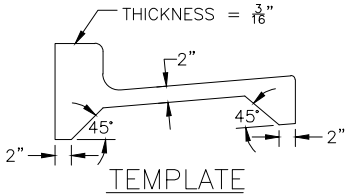
NOTES:

1. THE CONTRACTOR SHALL USE #4–GRADE 60 REINFORCING BARS.
2. ALL REINFORCING SHALL BE SECURELY TIED AND PROPERLY SUPPORTED USING APPROVED CHAIRS.
3. DOUBLE GUTTER EXPANSION JOINTS SHALL BE PLACE NOT MORE THAN TWO HUNDRED (200) FEET APART.
4. ALL CURB AND GUTTER AND DOUBLE GUTTER EXPANSION JOINTS SHALL BE DOWELED AS SHOWN IN THE DETAILS. (SEE SD7 FOR DOWELED DETAILS)
5. SEE CURB RAMP DETAILS FOR SONSTRUCTION AND EXPANSION JOINT LOCATIONS AT CORNERS.

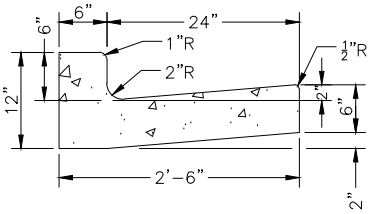
01/01/2021 REVISION	city of PUEBLO colorado	**SQUARE PAN & CROSS PAN DETAIL** PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SD1.2 DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR



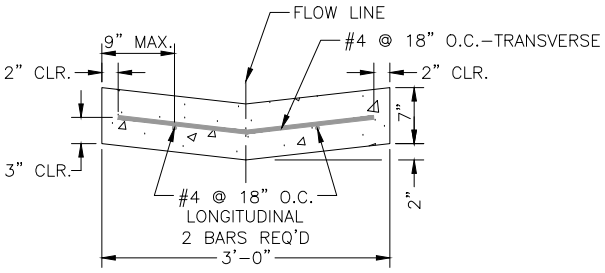
CROSS PAN DETAIL
SCALE: 1"=2'–0"

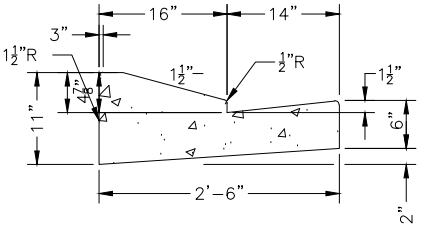


TEMPLATE
SCALE: 1"=2'–0"

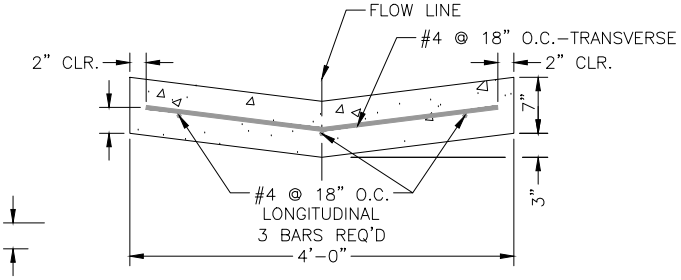


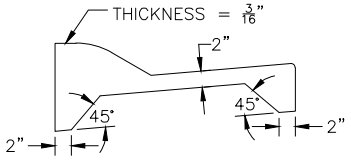
STANDARD CURB & GUTTER
SCALE: 1"=2'–0"



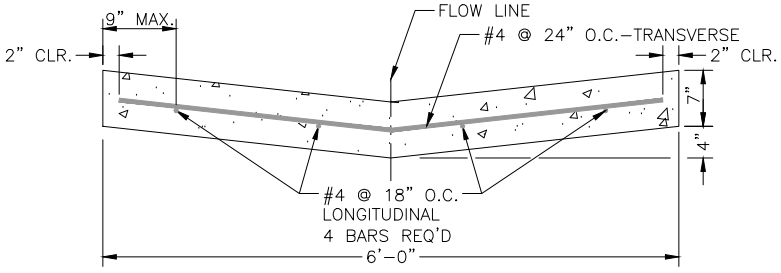


MODIFIED RAMP CURB & GUTTER
SCALE: 1"=2'–0"

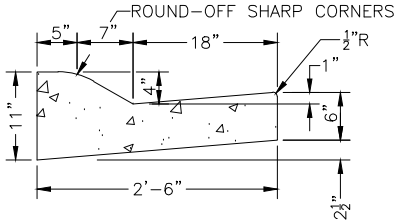




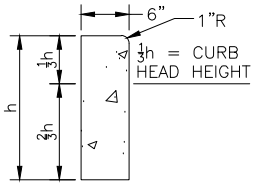
TEMPLATE
SCALE: 1"=2'–0"



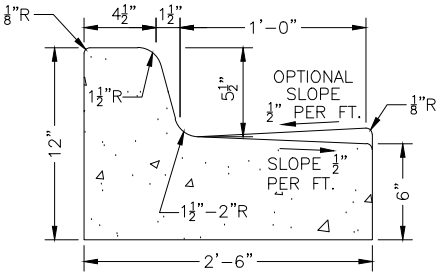
DOUBLE GUTTER DETAILS
SCALE: 1"=2'–0"



ROLLED CURB & GUTTER
SCALE: 1"=2'–0"



6" CURB HEAD
SCALE: 1"=2'–0"

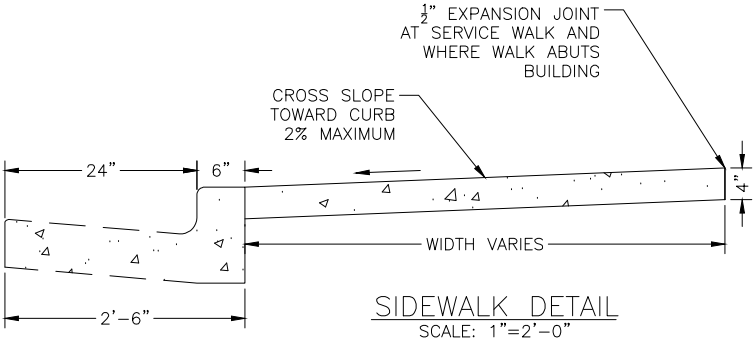


CURB & GUTTER TYPE 2
SECT. 1–B
SCALE: 1"=1'–0"

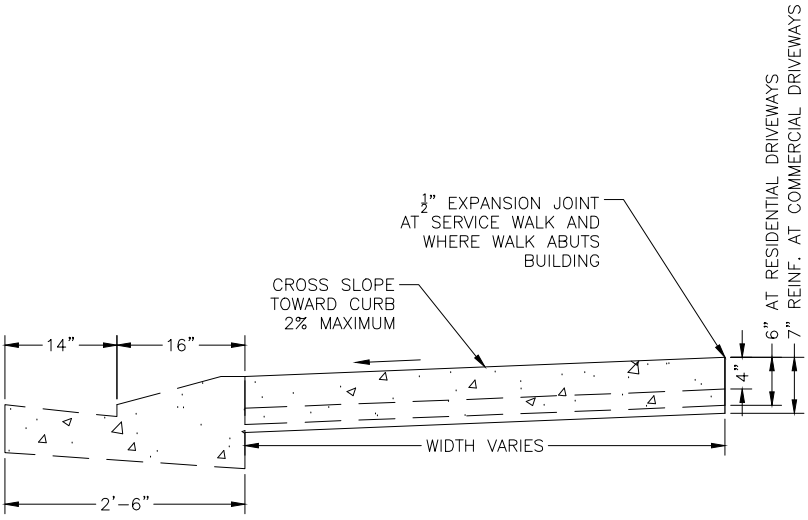
NOTES:

1. PROVIDE 2–#4 REINFORCING BARS IN GUTTER SECTIONS AT ALLEYS – SEE SD4.
2. PROVIDE TOOLED CONTRACTION JOINTS @ 10' O.C. ALL CURB AND GUTTER SHALL HAVE DOWELED EXPANSION JOINTS AT 200 FEET O.C.–MAXIMUM.
3. SEE APPLICABLE DETAILS FOR GUTTER SLOPE MODIFICATIONS AT CURB RAMPS.

01/01/2021 REVISION	city of PUEBLO colorado	**CONCRETE CURB & GUTTER, DOUBLE GUTTER AND CROSS PAN**	SD2
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR



SIDEWALK DETAIL
SCALE: 1"=2'-0"

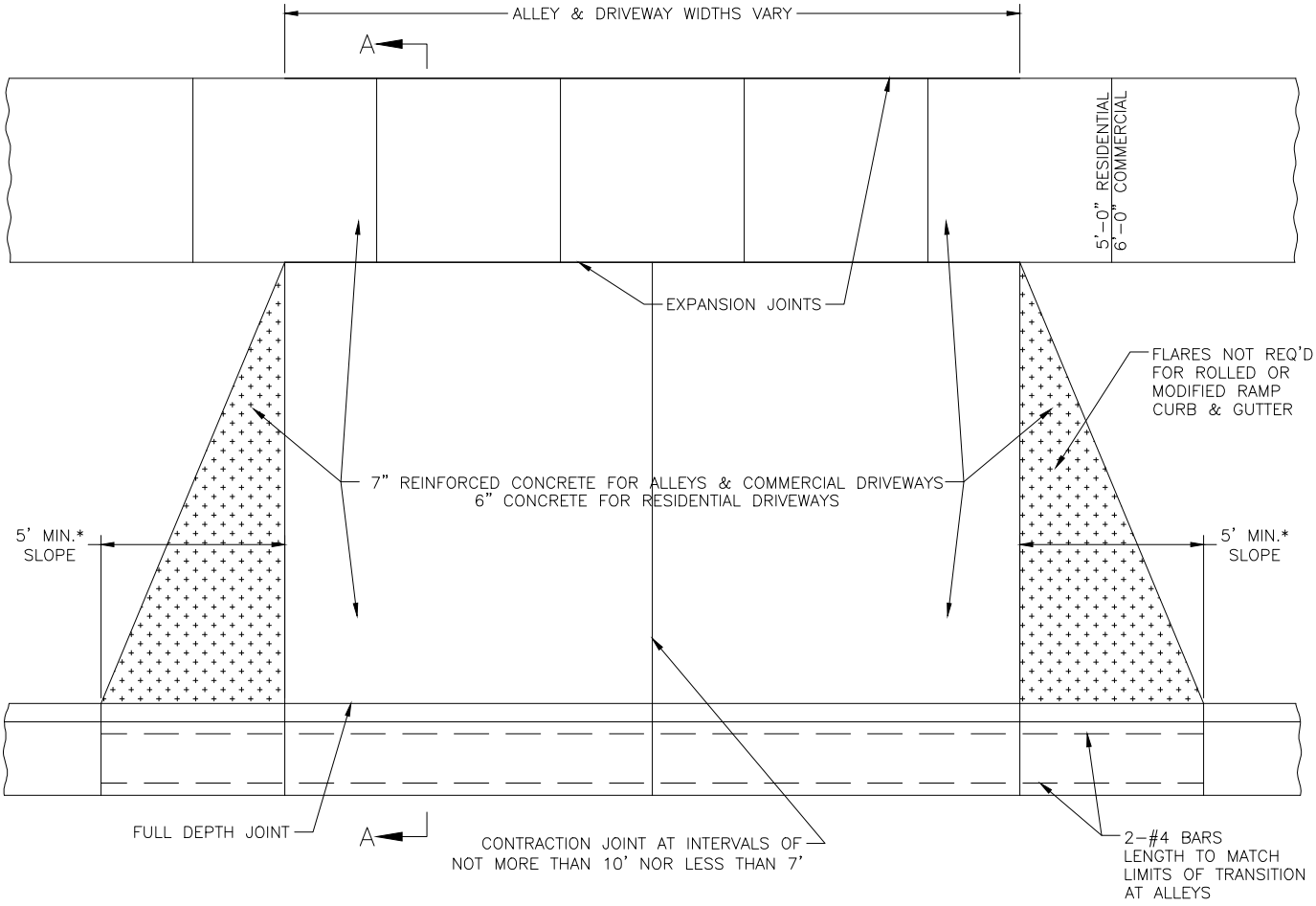


SIDEWALK DETAIL
SCALE: 1"=2'-0"

NOTES:

1. THAT PORTION OF ANY WALK AT DRIVEWAY CORSSING OR AT ANY PROBABLE CROSSING MUST BE AT LEAST 6" THICK. THIS REGULATION APPLIES TO ALL NEW SIDEWALK CONSTUCTION AND ALL SIDEWALK REPLACEMENT.
2. ½" EXPANSION JOINTS SHALL BE PLACED AT INTERCALS OF NOT MORE THAN ONE HUNDRED (100) FEET OR AT DRIVE CUTS AT THE TOP OF SLOPES IN SIDEWALKS.
3. CONTRACTION JOINTS ARE TO BE AT 5' UNLESS OTHERWISE DIRECTED BY THE CITY.

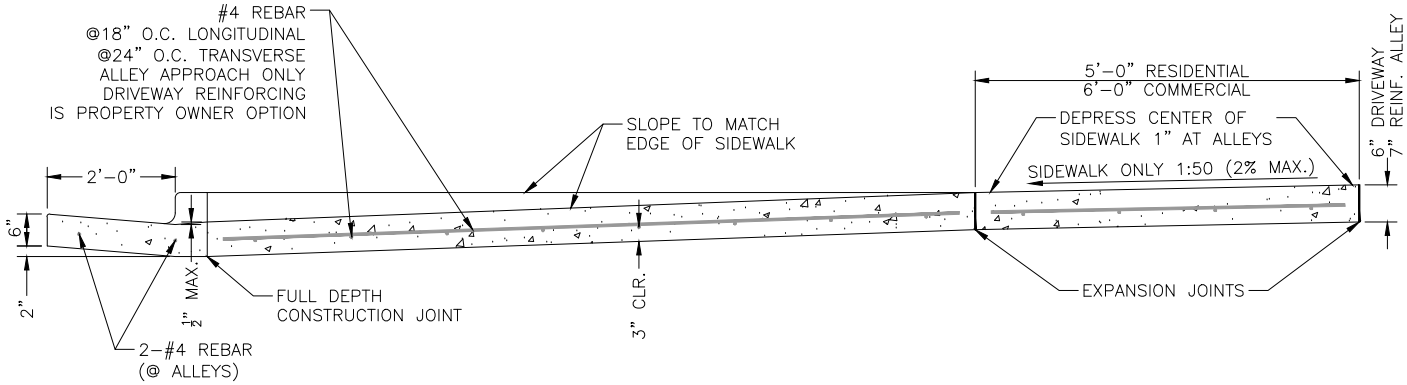
01/01/2021 REVISION	city of PUEBLO colorado	**ATTACHED SIDEWALK DETAILS**	SD3
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR



PLAN OF TYPICAL ALLEY APPROACH & DRIVEWAY DETAIL FOR SETBACK SIDEWALK

SCALE: 1"=5'-0"

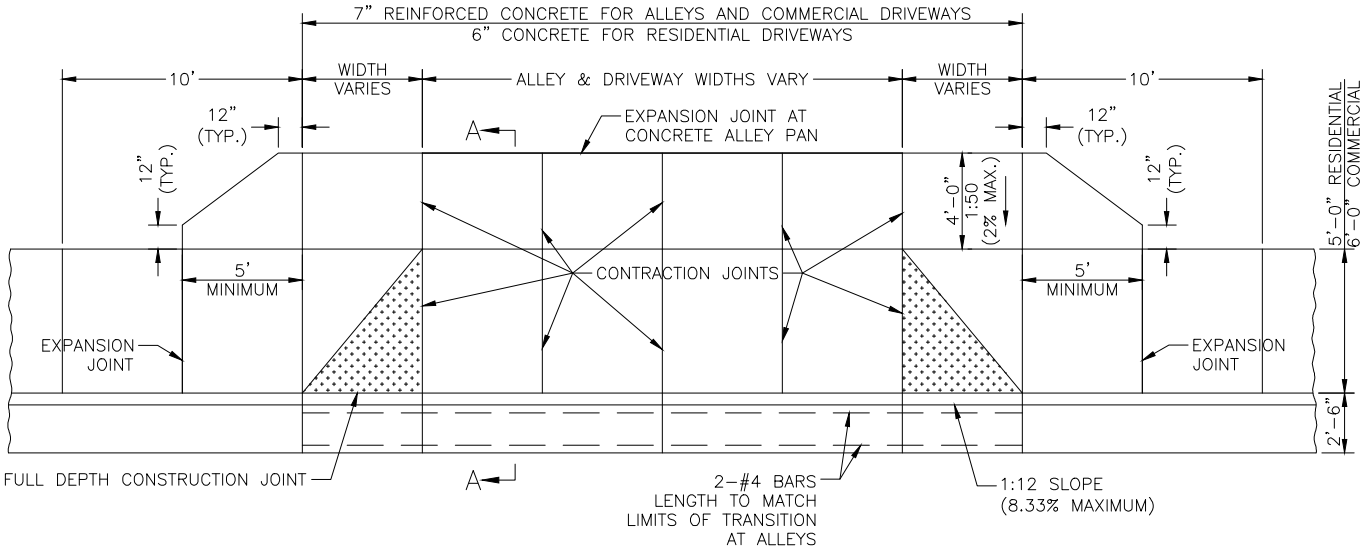
NOTE:
* – MAY BE REDUCED WITH PERMISSION (2' MIN.)
(NOT REQUIRED AT TYPE 2 RAMP CURB)



SECTION A–A – ALLEY & DRIVEWAY GUTTER DETAIL

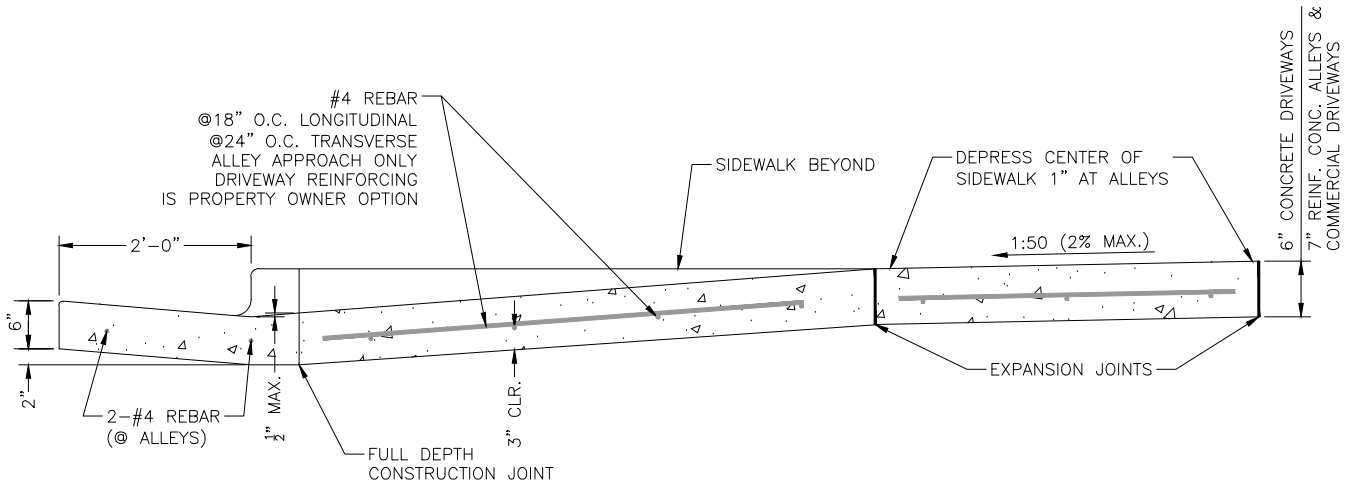
SCALE: 1"=3'-0"

01/01/2021 REVISION	city of PUEBLO colorado	**TYPICAL ALLEY APPROACH & DRIVEWAY DETAIL FOR SETBACK SIDEWALK** PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SD4 DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR



PLAN OF TYPICAL ALLEY APPROACH & DRIVEWAY DETAIL FOR ATTACHED SIDEWALK

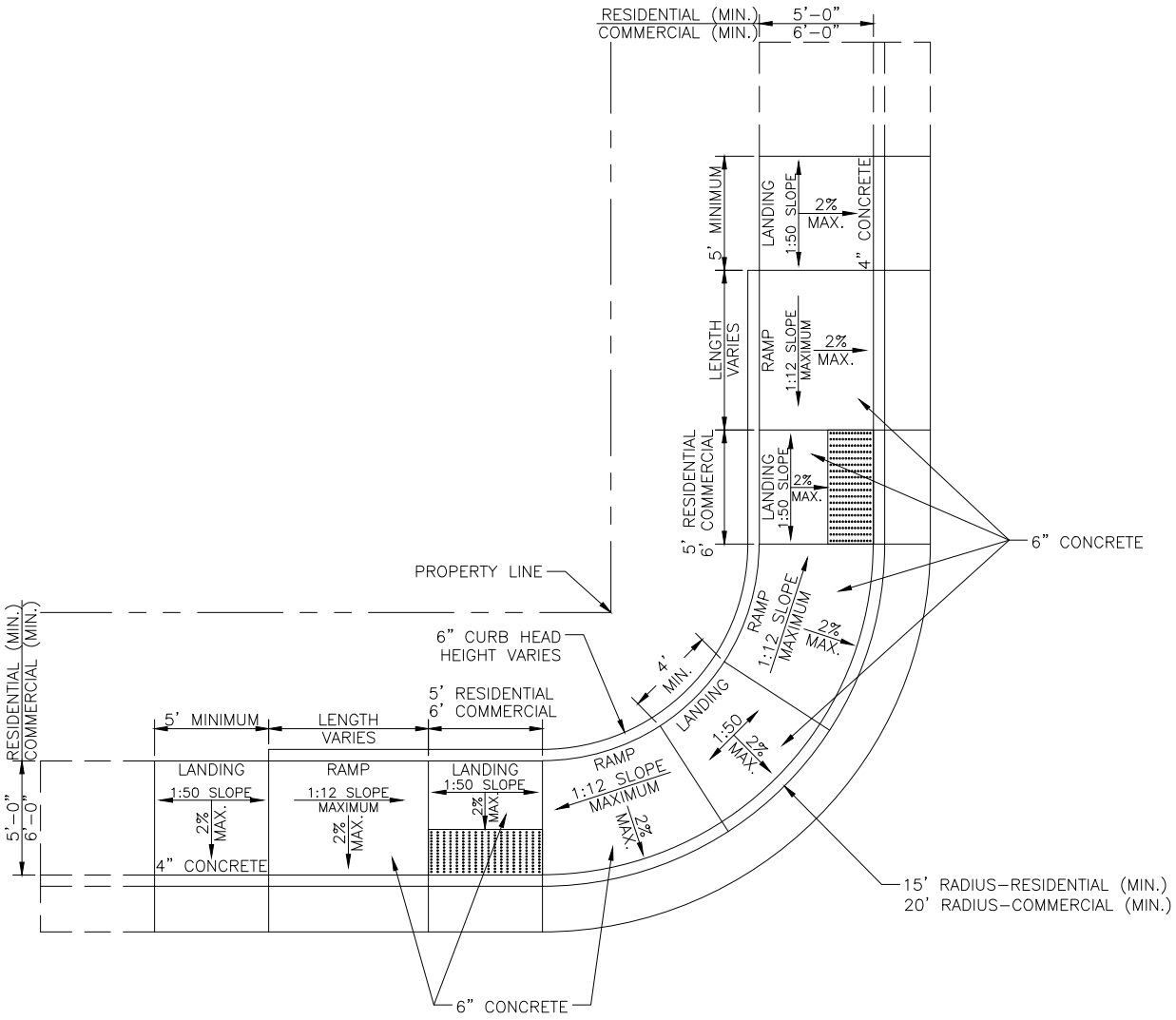
SCALE: 1"=8'-0"



SECTION A-A – ALLEY & DRIVEWAY GUTTER DETAIL

SCALE: 1"=2'-0"

01/01/2021 REVISION	city of PUEBLO colorado	**TYPICAL ALLEY APPROACH & DRIVEWAY DETAIL FOR ATTACHED SIDEWALK**	SD5
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR

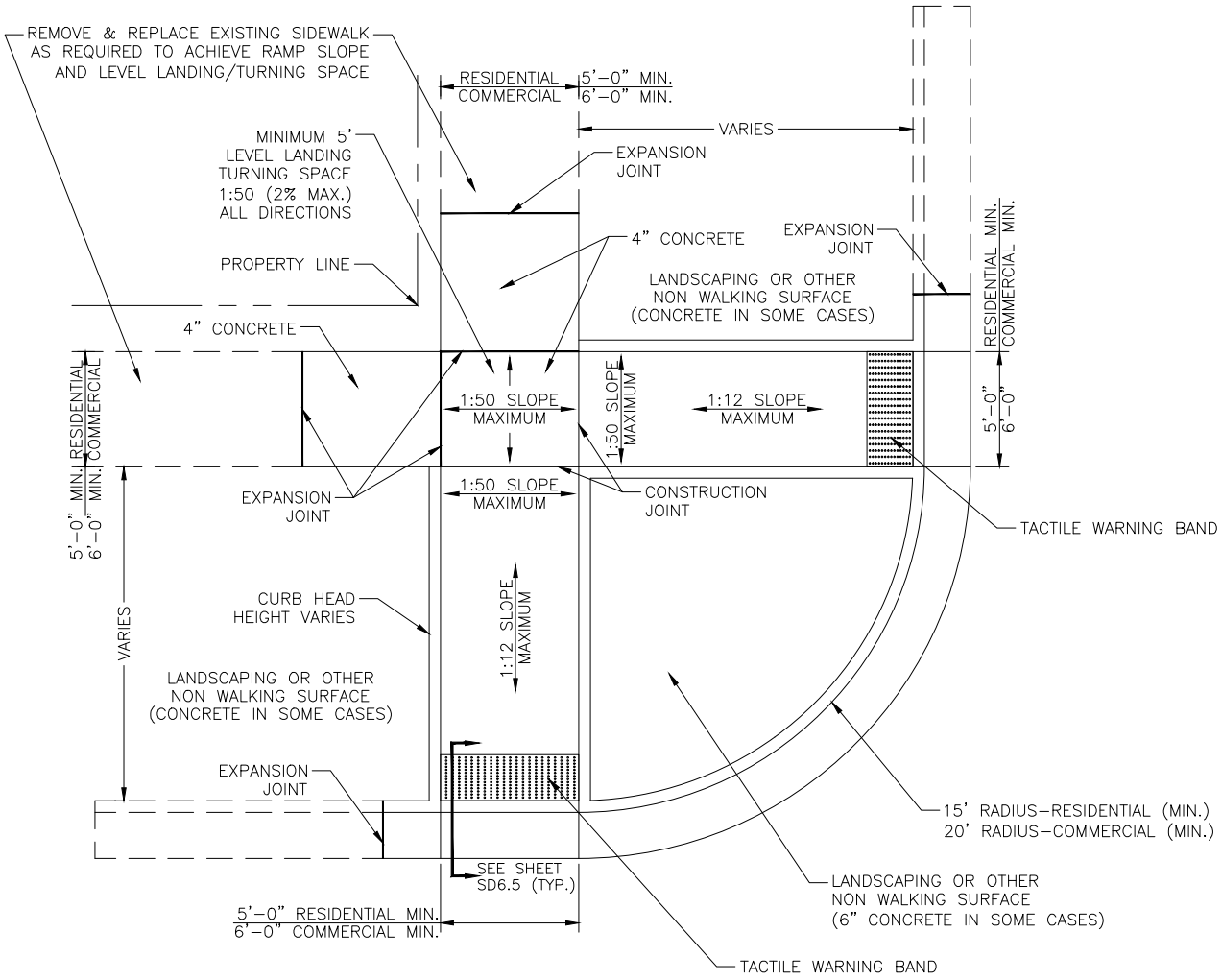


TYPE A RAMP

NOTES:

1. ALL CURB RAMPS SHALL BE CONSTRUCTED TO CONFORM TO THE APPLICABLE PROVISIONS OF APPENDIX A OF 28CFR PART 36 (ADAAG) LATEST EDITION.
2. RAMP SLOPES SHALL NOT BE STEEPER THAT 1:12. DIMENSIONS AND OR ARRANGEMENTS SHOWN SHALL BE MODIFIED AS NECESSARY TO MEET THIS REQUIREMENT.
3. LOCATION OF RAMPS MAY BE ADJUSTED TO FIT FIELD CONDITIONS AS DIRECTED BY THE ENGINEER.
4. THE FLOWLINE GRADIENT AT THE GUTTER, THE ENTIRE WIDTH OF EACH RAMP, SHALL NOT EXCEED 2.00%.

01/01/2021 REVISION	city of PUEBLO colorado	**CURB RAMP DETAILS - TYPE A RAMP**	SD6.1
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR

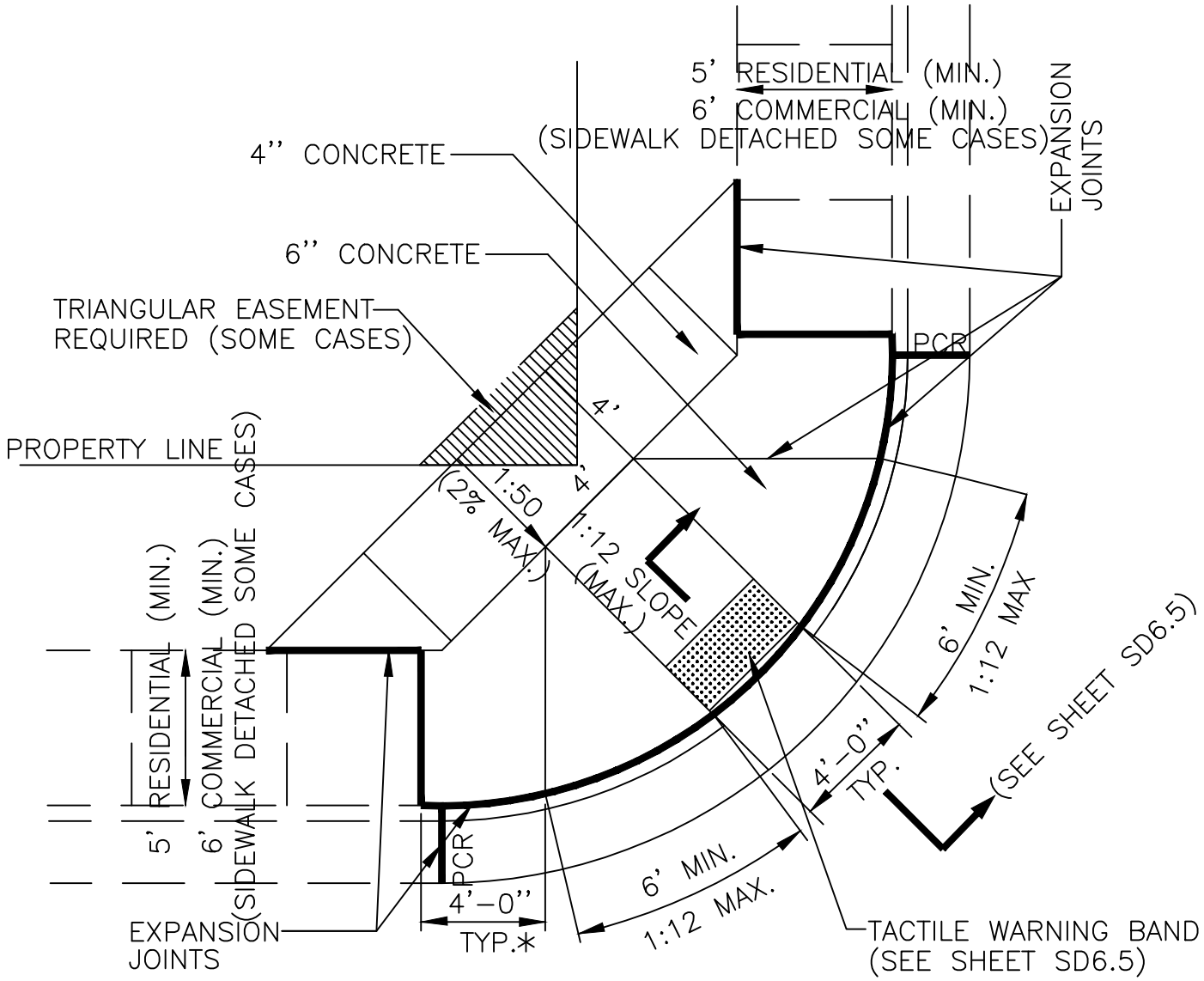


TYPE B RAMP

NOTES:

1. ALL CURB RAMPS SHALL BE CONSTRUCTED TO CONFORM TO THE APPLICABLE PROVISIONS OF APPENDIX A OF 28CFR PART 36 (ADAAG) LATEST EDITION.
2. RAMP SLOPES SHALL NOT BE STEEPER THAT 1:12. DIMENSIONS AND OR ARRANGEMENTS SHOWN SHALL BE MODIFIED AS NECESSARY TO MEET THIS REQUIREMENT.
3. LOCATION OF RAMPS MAY BE ADJUSTED TO FIT FIELD CONDITIONS AS DIRECTED BY THE ENGINEER.
4. THE FLOWLINE GRADIENT AT THE GUTTER, THE ENTIRE WIDTH OF EACH RAMP, SHALL NOT EXCEED 2.00%.

01/01/2021 REVISION	city of PUEBLO colorado	**CURB RAMP DETAILS - TYPE B RAMP**	SD6.2
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR



TYPE C RAMP

N.T.S.

* – WILL EXTEND BEYOND PCR.

NOTES:

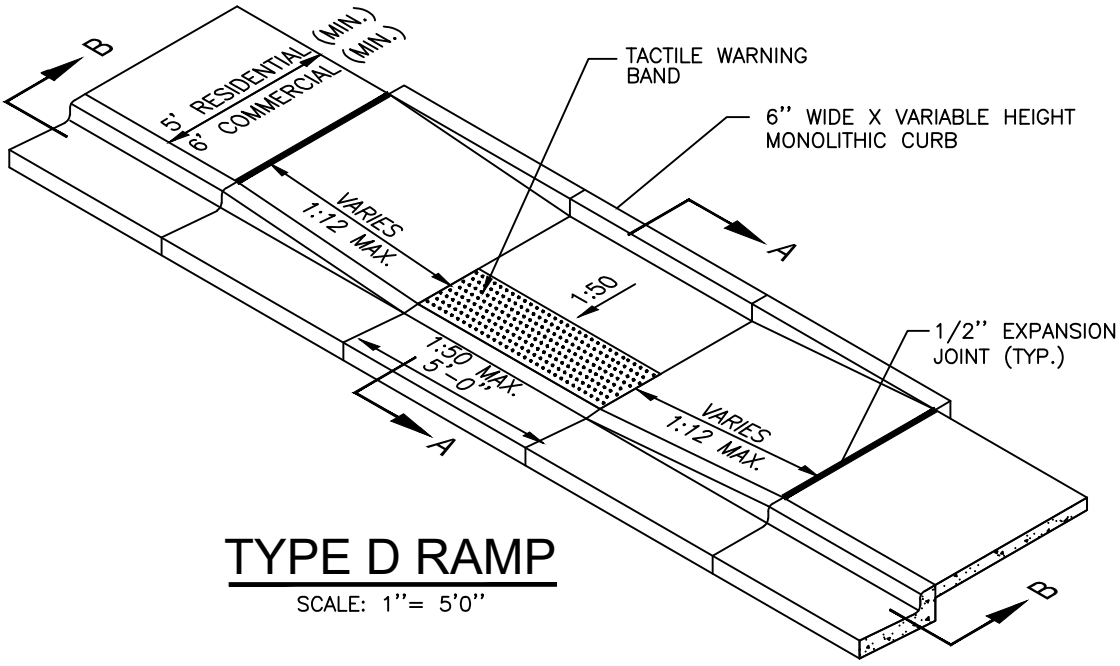
ALL CURB RAMPS SHALL BE CONSTRUCTED TO CONFORM TO THE APPLICABLE PROVISIONS OF APPENDIX A OF 28 CFR PART 36 (ADAAG) LATEST EDITION

RAMP SLOPES SHALL NOT BE STEEPER THAN 1:12. DIMENSIONS AND/OR ARRANGEMENTS SHOWN SHALL BE MODIFIED AS NECESSARY TO MEET THIS REQUIREMENT.

LOCATION OF RAMPS MAY BE ADJUSTED TO FIT FIELD CONDITIONS AS DIRECTED BY THE ENGINEER.

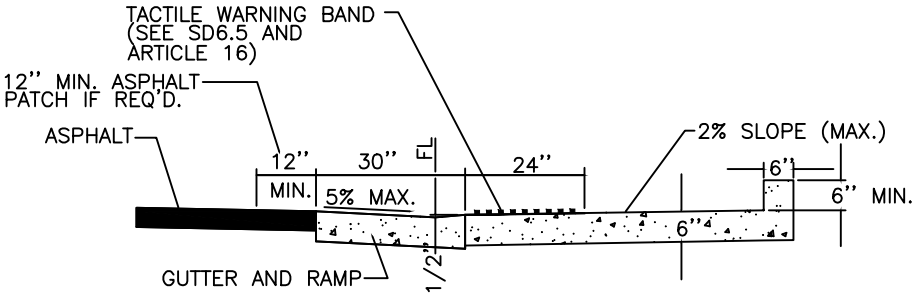
THE FLOWLINE GRADIENT AT THE GUTTER, THE ENTIRE WIDTH OF EACH RAMP, SHALL NOT EXCEED 2.00%

05/24/2004 REVISION	city of PUEBLO colorado	**CURB RAMP DETAILS - TYPE A RAMP**	SD6.3
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR



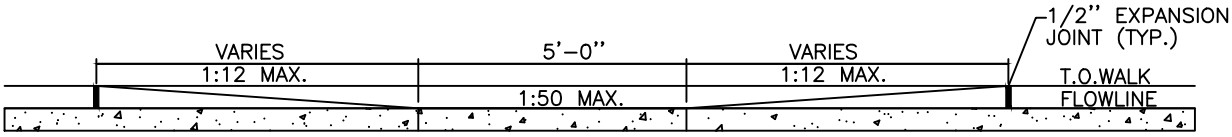
TYPE D RAMP

SCALE: 1"= 5'0"



SECTION A-A

SCALE: 1"= 3'-0"



SECTION B-B

SCALE: 1"=4'-0"

NOTES:

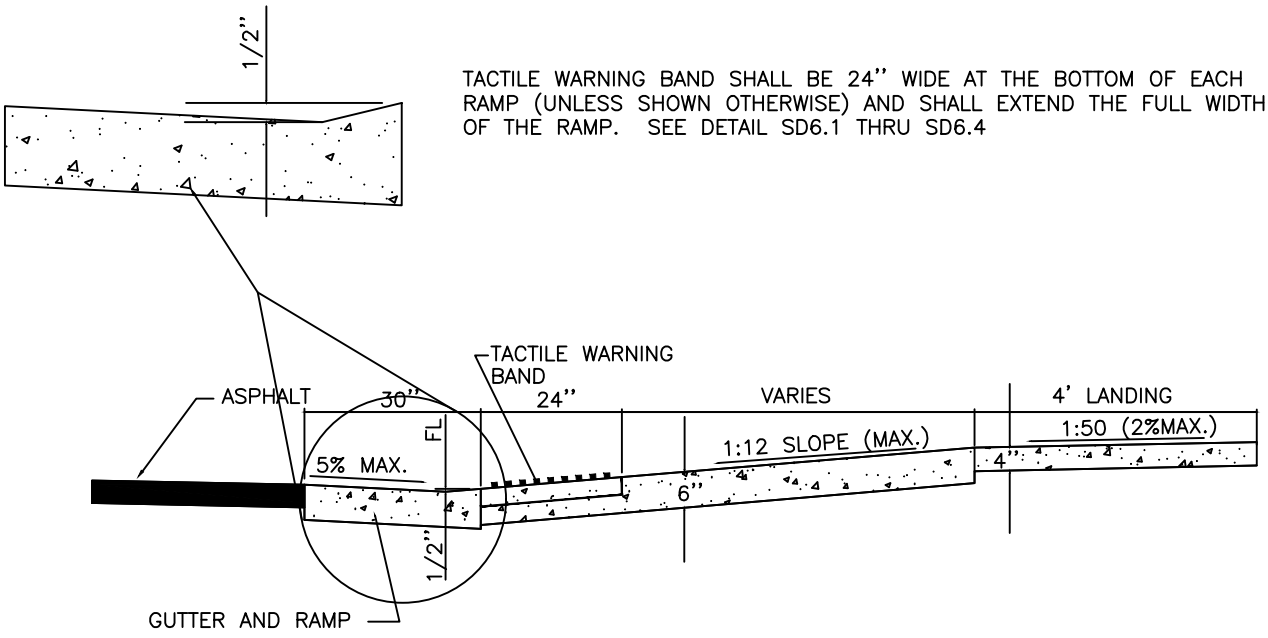
ALL CURB RAMPS SHALL BE CONSTRUCTED TO CONFORM TO THE APPLICABLE PROVISIONS OF APPENDIX A OF 28 CFR PART 36 (ADAAG) LATEST EDITION

RAMP SLOPES SHALL NOT BE STEEPER THAN 1:12. DIMENSIONS AND/OR ARRANGEMENTS SHOWN SHALL BE MODIFIED AS NECESSARY TO MEET THIS REQUIREMENT.

LOCATION OF RAMPS MAY BE ADJUSTED TO FIT FIELD CONDITIONS AS DIRECTED BY THE ENGINEER.

THE FLOWLINE GRADIENT AT THE GUTTER, THE ENTIRE WIDTH OF EACH RAMP, SHALL NOT EXCEED 2.00%

05/24/2004 REVISION	city of PUEBLO colorado	**CURB RAMP DETAILS - TYPE D RAMP**	SD6.4
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR



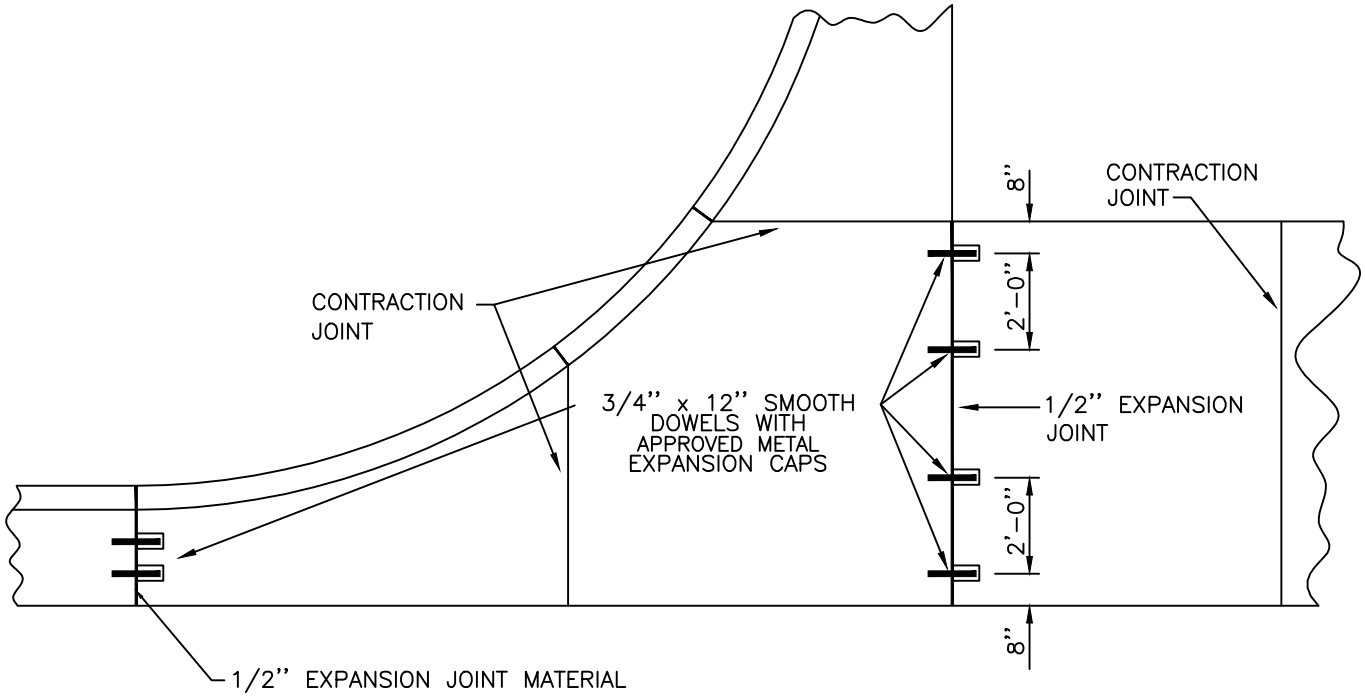
SECTION A-A - (TACTILE WARNING BAND)

N.T.S.

NOTE:

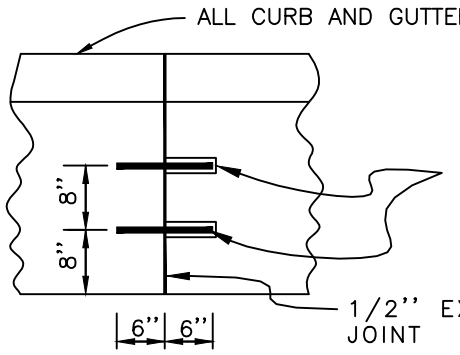
TACTILE WARNING BAND MATERIAL SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.

05/24/2004 REVISION	city of PUEBLO colorado	**CURB RAMP DETAILS - TACTILE WARNING BAND**	SD6.5
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR



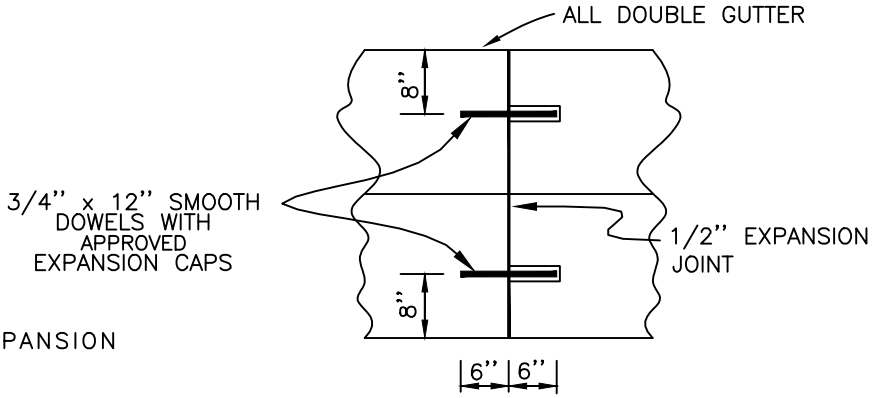
SQUARE PAN AND CONCRETE DIP

SCALE: 1'' = 4'-0''



CURB AND GUTTER

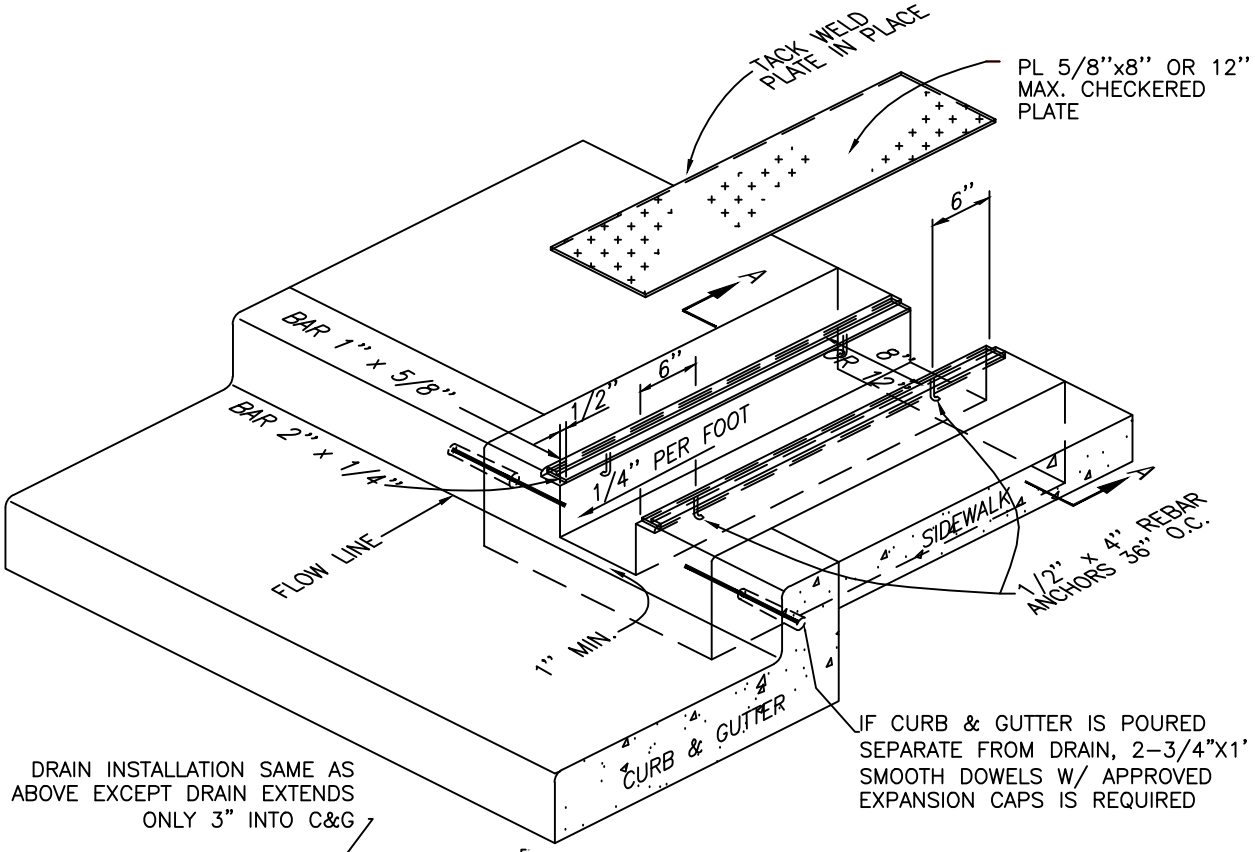
SCALE: 1'' = 2'-0''



DOUBLE GUTTER

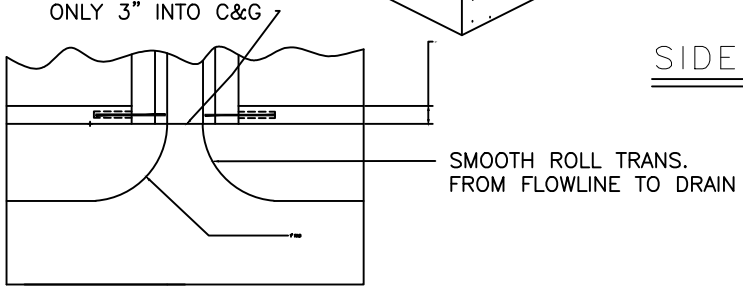
SCALE: 1'' = 2'-0''

09/26/2000 REVISION	city of PUEBLO colorado	**EXPANSION JOINT AND DOWEL DETAILS**	SD7
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR



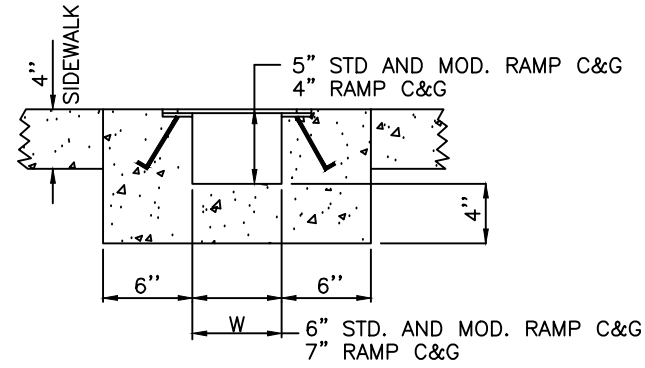
SIDEWALK DRAIN

NO SCALE



MODIFIED RAMP TRANSITION

NOT TO SCALE



FOR "W" > 12", SEE DETAIL SD8.1

SECTION A–A

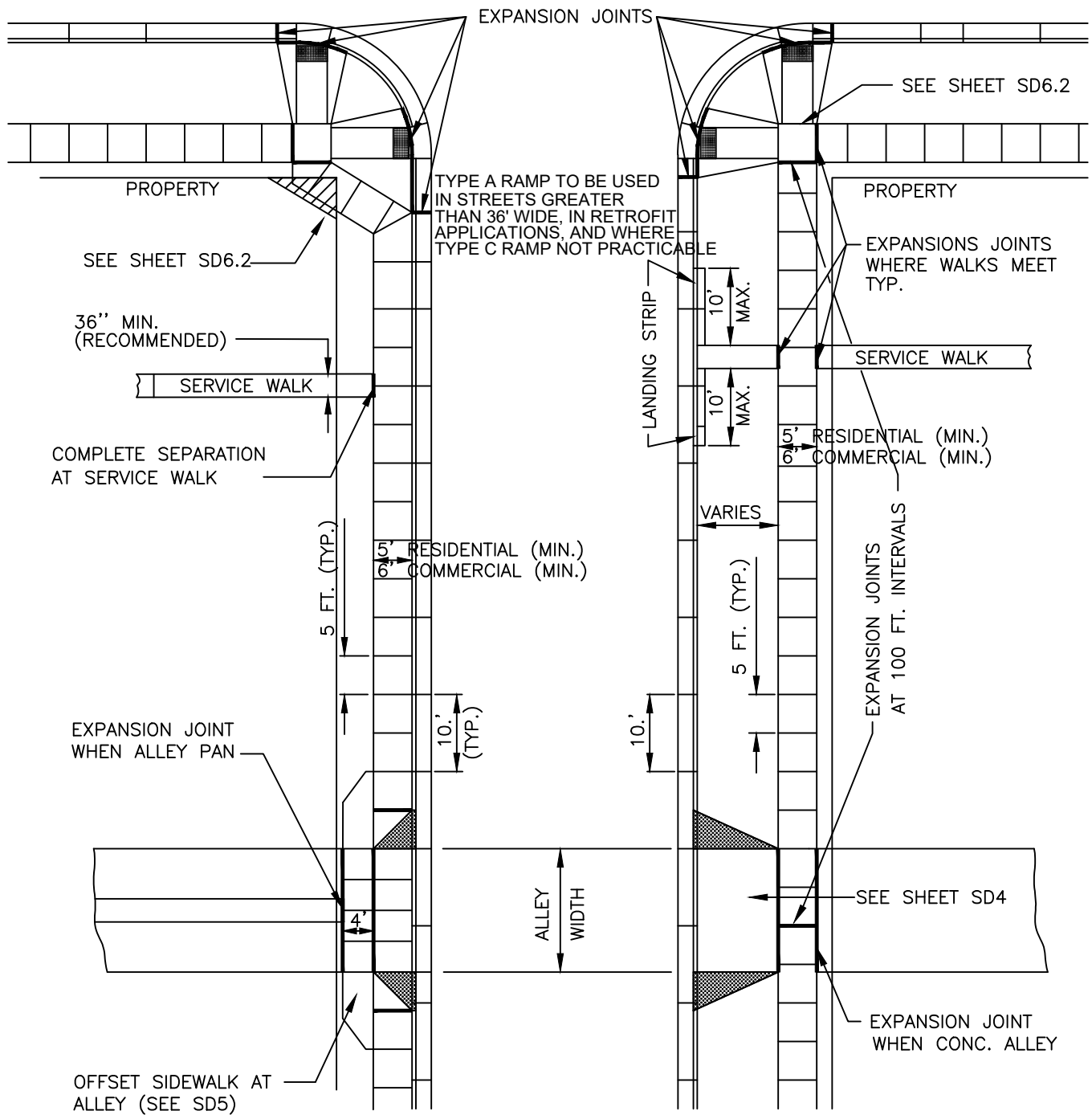
SCALE: 1"=1'–0"

NOTE:

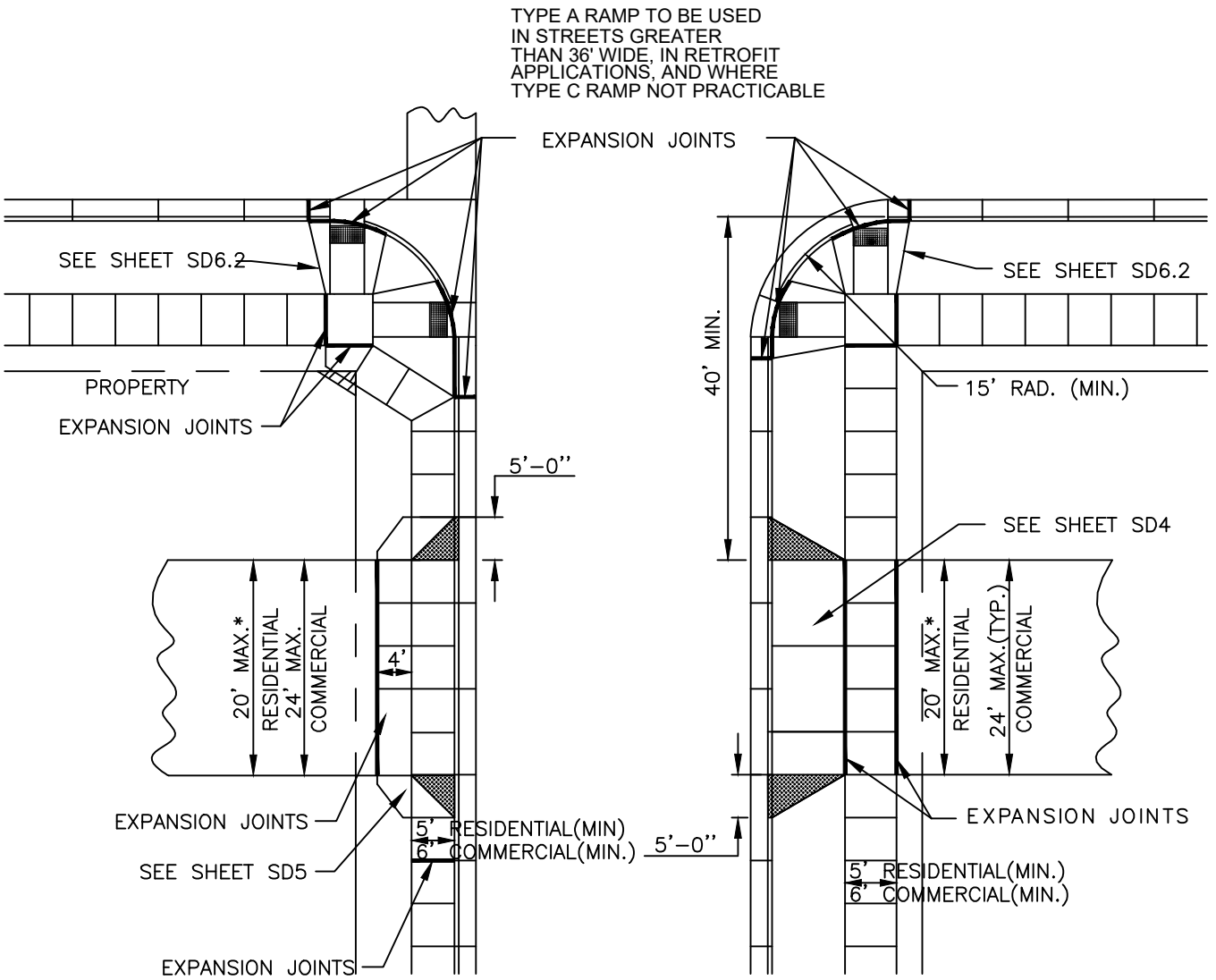
ALL STEEL SHALL RECEIVE ONE COAT RED OXIDE METAL PRIMER AND ONE FIELD COAT BLACK ENAMEL.

FOR INSTALLATION OF A SIDEWALK DRAIN WHERE THERE IS EXISTING CURB AND GUTTER A FIVE (5') FOOT MINIMUM SECTION OF CURB AND GUTTER MUST BE REMOVED. REMOVAL OF JUST THE CURB HEAD FOR INSTALLATION OF SIDEWALK DRAIN WILL NOT BE ALLOWED

03/28/2005 REVISION	city of PUEBLO colorado	**SIDEWALK DRAIN DETAIL**	SD8
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR



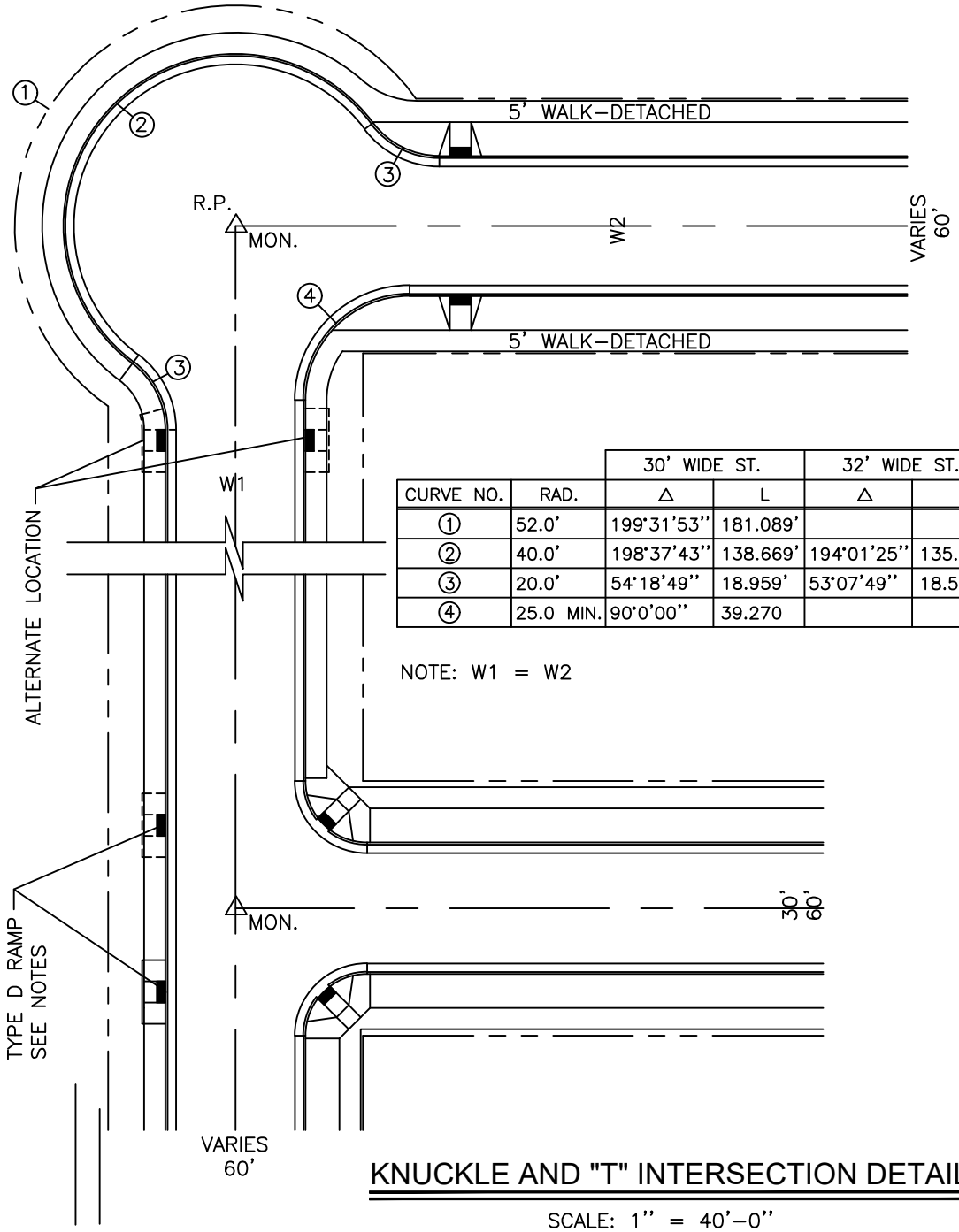
05/24/2004 REVISION	city of PUEBLO colorado	**JOINT PLACEMENT AND WIDTH STANDARDS FOR WALK, C&G, AND ALLEYS** PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SD9 DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR



GENERAL REQUIREMENTS FOR DRIVEWAYS

SCALE: 1'' = 20'–0''

05/24/2004 REVISION	city of PUEBLO colorado	**GENERAL REQUIREMENTS FOR DRIVEWAYS**	SD10.1
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR



		30' WIDE ST.		32' WIDE ST.		36' WIDE ST.	
CURVE NO.	RAD.	Δ	L	Δ	L	Δ	L
①	52.0'	199°31'53"	181.089'				
②	40.0'	198°37'43"	138.669'	194°01'25"	135.454'	191°24'24"	133.627
③	20.0'	54°18'49"	18.959'	53°07'49"	18.546'	50°42'14"	17.699'
④	25.0 MIN.	90°0'00"	39.270				

NOTE: W1 = W2

KNUCKLE AND "T" INTERSECTION DETAIL

SCALE: 1" = 40'–0"

NOTES:

SEE DETAILS SD6.1 THRU SD6.5 FOR CURB RAMP STANDARDS.

LOCATION OF "IN–LINE" CURB RAMPS TO BE COORDINATED WITH DRIVE–CUTS, INLETS, ETC. AND SHALL BE CENTERED ON PROPERTY LINES WHERE POSSIBLE.

AT "T" INTERSECTIONS WITH DETACHED SIDEWALKS, ONE OF THE IN–LINE RAMPS MAY BE ELIMINATED IF A SINGLE DIRECTIONAL RAMP IS INSTALLED AT THE CORNER AND MEASURES ARE EMPLOYED TO ELIMINATE THE CROSSWALK.

03/28/2005 REVISION	city of PUEBLO colorado	**KNUCKLE AND "T" INTERSECTION DETAIL**	SD10.2
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR

REVISION	11/01/1995

city of PUEBLO colorado

CUL-DE-SAC DETAIL

PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION
211 EAST "D" ST. PUEBLO, CO 81003
(719) 553-2295 PHONE

SD11

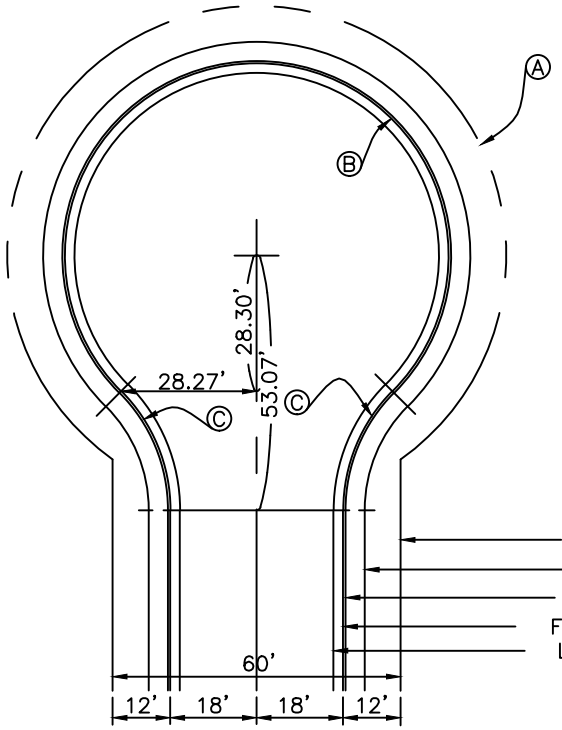
DRAWN BY: JM
CHECKED BY: MT
APPROVED BY: CR

CURVE DATA

Ⓐ ℄
R =52'
Δ =289°31'52"
L =262.77'

Ⓑ ℄
R =40'
Δ =270°04'16"
L =188.55'

Ⓒ ℄
R =35'
Δ =45°02'08"
L =27.51'
LC=26.81'
T =14.51'



CUL-DE-SAC-DETAIL

NO SCALE

CURVE DATA

① ℄
R =52'
Δ =261°09'00"
L =237.01'

② ℄
R =40'
Δ =128°20'33"
L =89.60'
LC=72.01'
T =82.64'

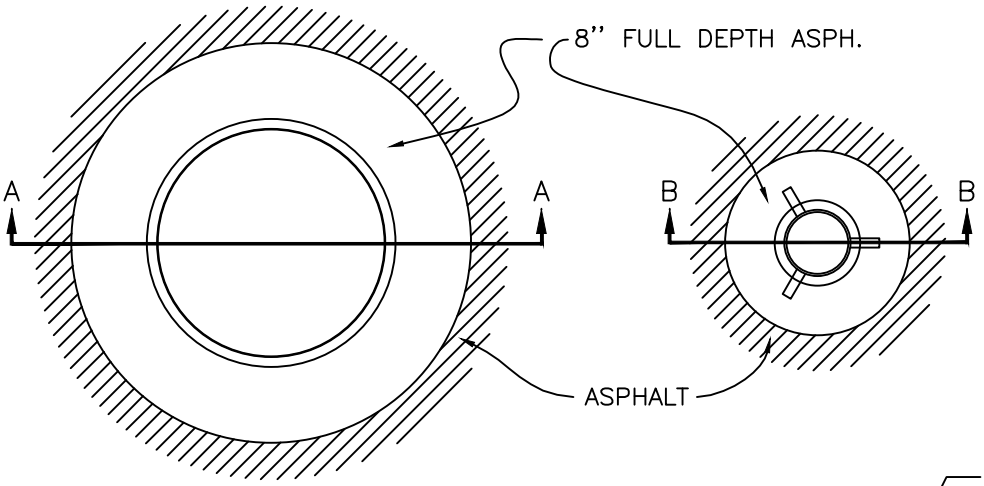
③ ℄
R =40'
Δ =126°11'38"
L =88.10'
LC=71.34'
T =78.83'

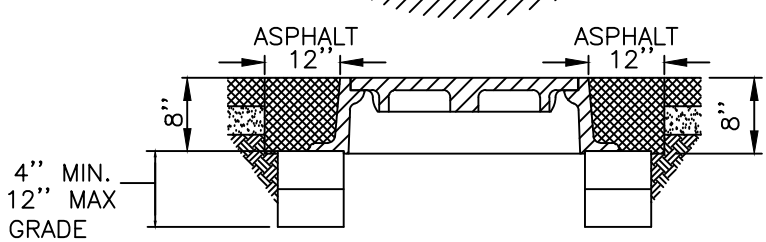
④ ℄
R =20'
Δ =74°32'31"
L =26.02'
LC=24.22'
T =15.22'

⑤ ℄
R =102'
Δ =38°20'36"
L =68.26'
LC=66.99'
T =35.46'

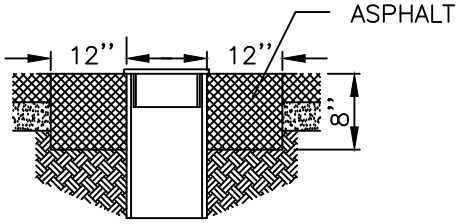
OFFSET CUL-DE-SAC- DETAIL

NO SCALE

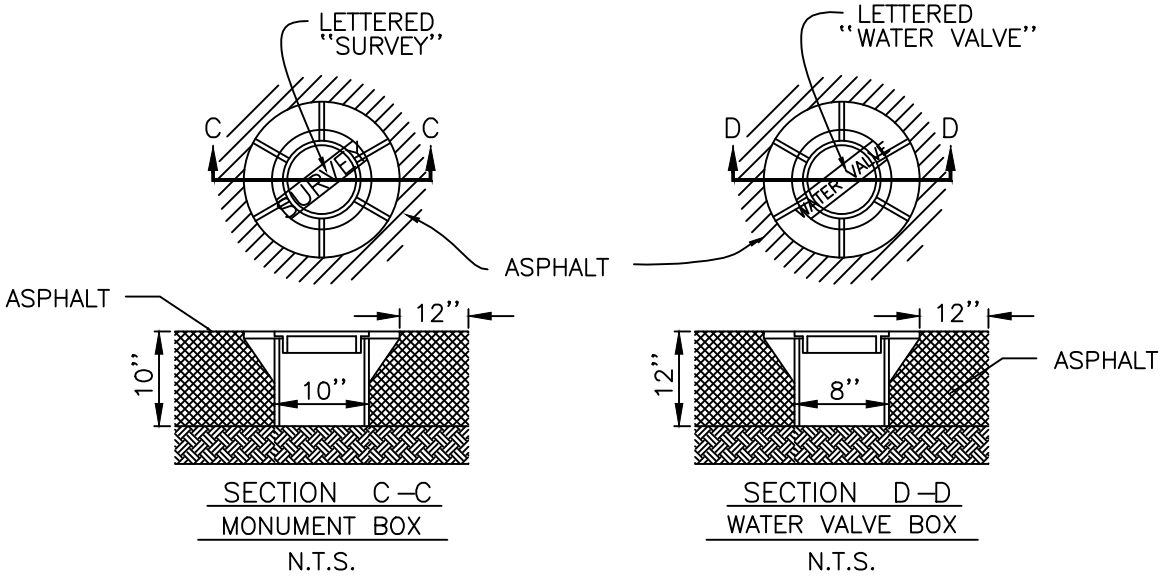




SECTION A–A
MANHOLE RING
N.T.S.



SECTION B–B
GAS VALVE BOX
N.T.S.



SECTION C–C
MONUMENT BOX
N.T.S.

SECTION D–D
WATER VALVE BOX
N.T.S.

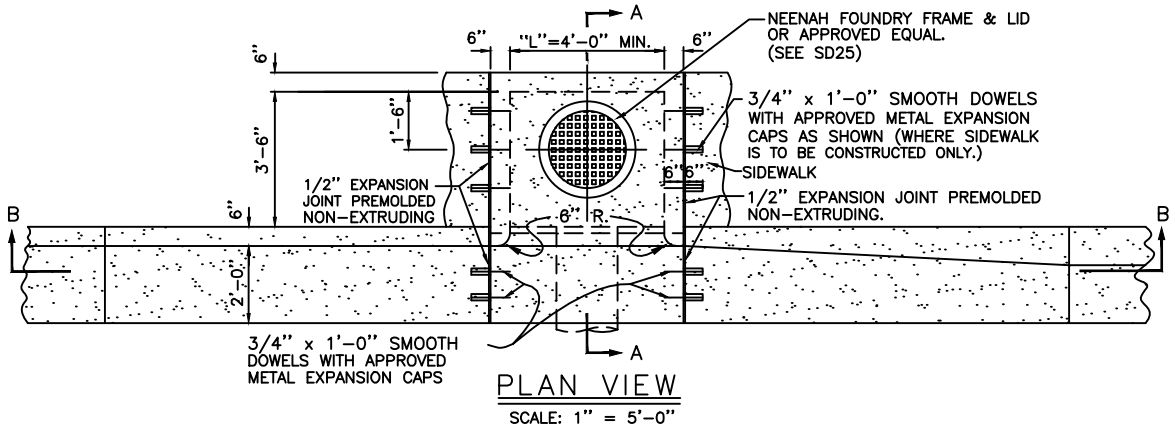
ADJUSTMENT DETAILS

NO SCALE

12/27/1999 REVISION	city of PUEBLO colorado	**ADJUSTMENT DETAILS** PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SD12 DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR

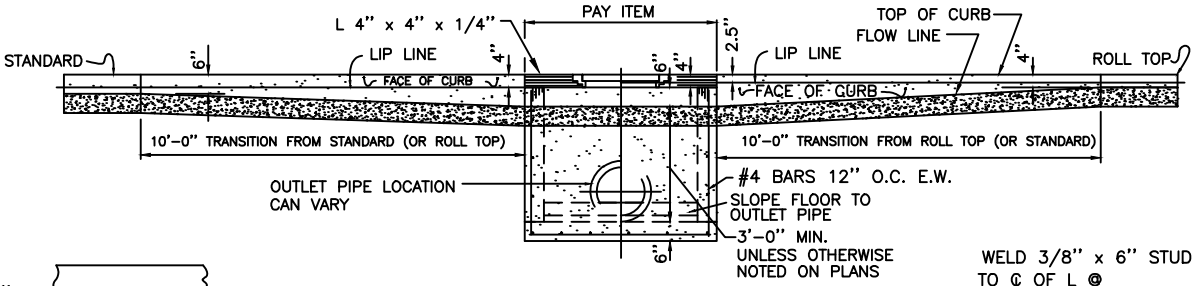
NOTES:

1. INLET PIPE OR OUTLET PIPE MAY VARY TO LOCATION WITHIN INLET
2. DEPTH AND LENGTH OF INLET MAY VARY, LENGTH SHOULD VARY BY INCREMENTS OF 1'–0". "L" SHALL BE INDICATED ON PLAN.
3. INLET WALLS AND BASE WITH #4 BARS 12" EACH WAY SHALL BE REQUIRED W/BENT BARS OR CORNER BARS.
4. FLOOR SURFACE OF INLET SHALL BE FINISHED TO A SMOOTH SURFACE AND SHALL SLOPE TOWARDS OUTLET.
5. MANHOLE SHALL BE LOCATED AS SHOWN ALONG BACK WALL AND CENTERED ON OUTLET PIPE.
6. WALK WIDER THAN 4'–0" TO BE DOWELED INTO BACK OF INLET COVER.
7. ALL PIPES TO BE TRIMMED FLUSH WITH INSIDE WALL OF BOX.
8. CONCRETE SHALL BE OF 4000 P.S.I. AT 28 DAYS WITH TYPE II–V (6 SACK) OR TYPE II (7 SACK) CEMENT.
9. IF OPENING IS GREATER THAN 4'–0" SUPPORT BARS WILL BE REQUIRED AT INTERVALS NOT GREATER THAN 3' ON CENTER.
10. SURFACE OF ALL EXPOSED CONCRETE SHALL CONFORM IN SLOPE, GRADE, COLOR, FINISH, AND SCORING TO EXISTING OR PROPOSED SURFACES.
11. SUPPORT BAR MAY BE WELDED TO L 4" X 4" X 1/4" IN LIEU OF BOLT AND NUT CONNECTION.
12. THE EXPOSED PORTION OF THE L 4" X 4" X 1/4" AND SUPPORT BARS SHALL BE CLEANED AND PAINTED WITH AN ASPHALT BASE PAINT AFTER THE CONCRETE PORTION OF THE INLET HAS BEEN COMPLETED.
13. REINFORCING STEEL – ASTM A615 (60,000 PSI MIN. YIELD).
14. INLET STEPS REQUIRED FOR "H" GREATER THAN 3'–6", SEE STEP DETAIL ON SHEET #SD26.
15. INLETS SHALL BE LOCATED AT LEAST 10' FROM PCR.S.



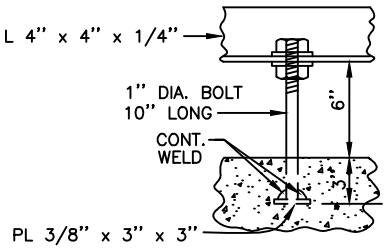
PLAN VIEW

SCALE: 1" = 5'–0"



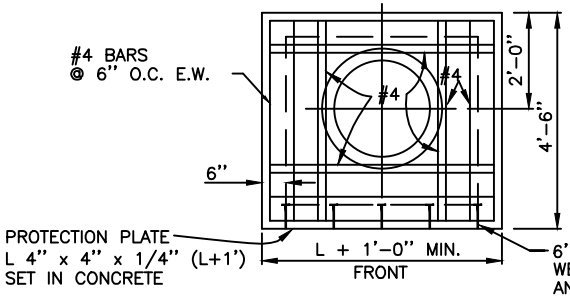
SECTION B – B

SCALE: 1" = 5'–0"



SUPPORT BAR DETAIL

SCALE: 1" = 1'–0"



COVER DETAIL

SCALE: 1" = 4'–0"

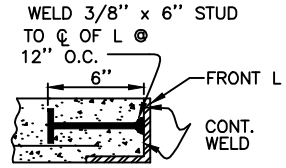
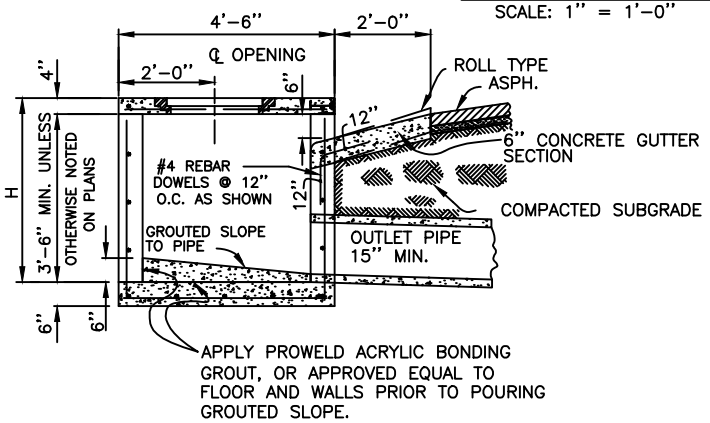


PLATE ANCHOR

SCALE: 1" = 1'–0"



SECTION A–A

SCALE: 1" = 5'–0"

REVISION 03/28/2005

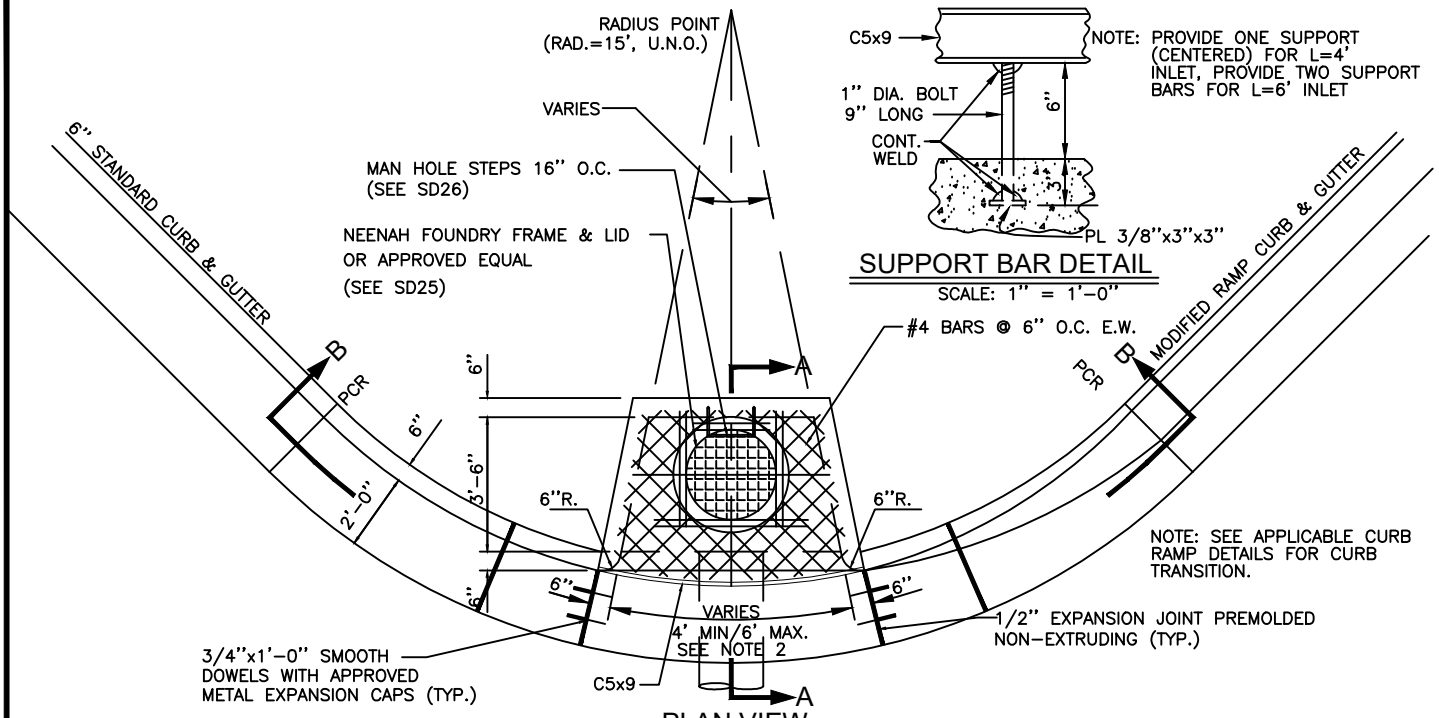
city of PUEBLO colorado

PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION
211 EAST "D" ST. PUEBLO, CO 81003
(719) 553-2295 PHONE

CAST-IN-LACE TYPE "S" INLET

SD13.1

DRAWN BY: JM
CHECKED BY: MT
APPROVED BY: CR

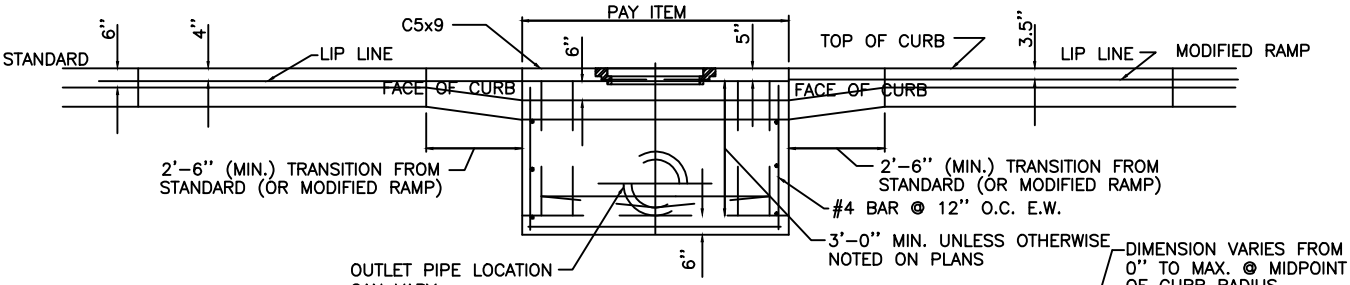


PLAN VIEW

1"=5'-0"

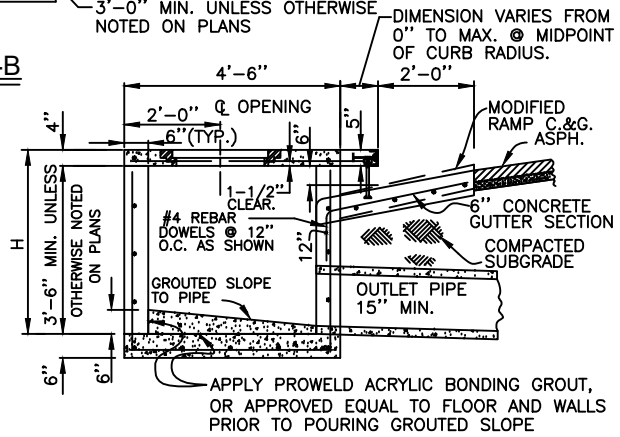
SUPPORT BAR DETAIL

SCALE: 1" = 1'-0"



SECTION B-B

1"=5'-0"



SECTION A-A

SCALE: 1" = 5'-0"

NOTES:

1. INLET/OUTLET PIPE LOCATION MAY VARY.
2. DEPTH AND LENGTH OF INLET MAY VARY, LENGTH (L) SHALL SHALL BE 4'-0" (MIN)/6'-0" (MAX.). INLET LENGTHS GREATER THAN 6'-0" MAY BE ALLOWED WITH PERMISSION OF THE ENGINEER
3. REINFORCE INLET WALLS AND BASE WITH #4 BARS 12" O.C. EACH WAY W/BENT BARS OR CORNER BARS. SEE PLAN VIEW FOR LID REINFORCING.
4. SURFACE OF INLET FLOOR SHALL BE A SMOOTH FINISH AND SHALL SLOPE TOWARDS OUTLET.
5. MANHOLE STEPS SHALL BE LOCATED AS SHOWN ALONG BACK WALL AND CENTERED ON OUTLET PIPE.
6. WALK WIDER THAN 4'-0" TO BE DOWELED INTO BACK OF INLET COVER.
7. ALL PIPES TO BE TRIMMED FLUSH WITH INSIDE WALL OF BOX.
8. CONCRETE SHALL BE OF 4000 P.S.I. AT 28 DAYS WITH TYPE II-V (6 SACK) OR TYPE II (7 SACK) CEMENT.
9. SUPPORT BARS REQUIRED AT INTERVALS NOT GREATER THAN 2' ON CENTER.
10. SURFACE OF ALL EXPOSED CONCRETE SHALL CONFORM IN SLOPE, GRADE, COLOR, FINISH, AND SCORING TO EXISTING OR PROPOSED SURFACES.
11. THE EXPOSED PORTION OF THE C5x9 AND SUPPORT BARS SHALL BE CLEANED AND PAINTED BLACK WITH AN ASPHALT BASE PAINT AFTER THE CONCRETE PORTION OF THE INLET HAS BEEN COMPLETED.
12. REINFORCING STEEL – ASTM A615 (60,000 PSI MIN. YIELD).
13. INLET STEPS REQUIRED FOR "H" GREATER THAN 3'-6", SEE STEP DETAIL ON SHEET SD26.

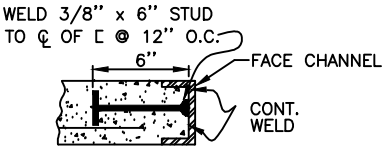


PLATE ANCHOR

SCALE: 1" = 1'-0"

03/28/2005 REVISION	city of PUEBLO colorado	**STANDARD RADIAL CATCH BASIN**	SD13.2
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR

REVISION 03/28/2005

city of PUEBLO colorado

PRE-CAST TYPE "S" INLET

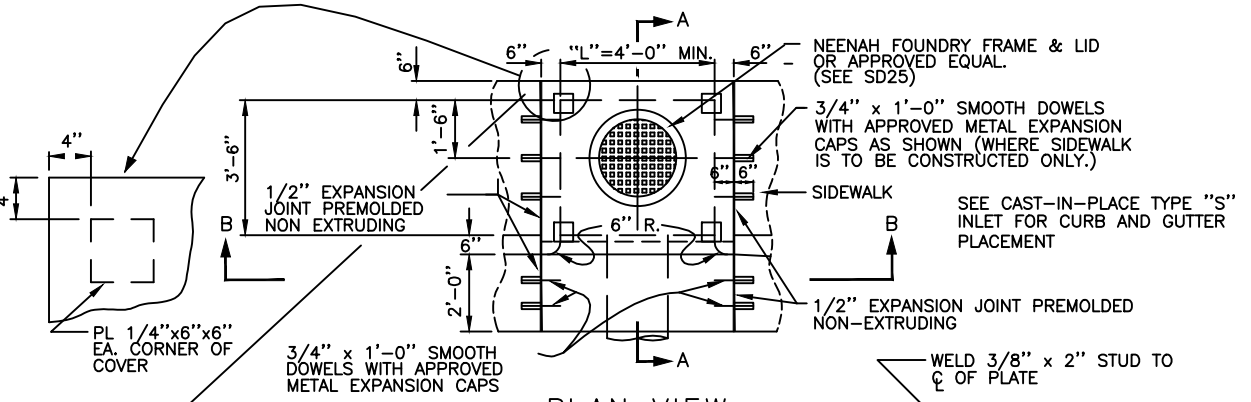
PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION
211 EAST "D" ST. PUEBLO, CO 81003
(719) 553-2295 PHONE

DRAWN BY: JM
CHECKED BY: MT
APPROVED BY: CR

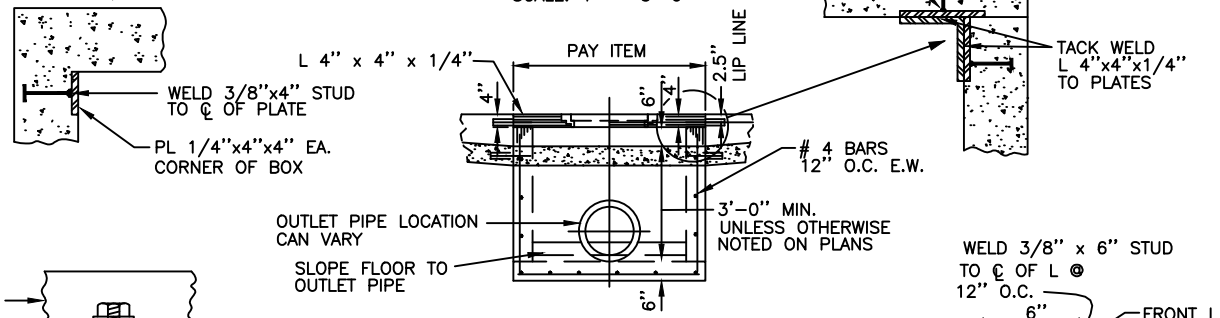
SD14

NOTES:

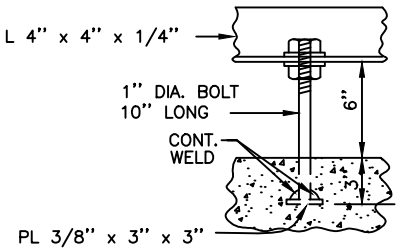
1. INLET PIPE OR OUTLET PIPE MAY VARY TO LOCATION WITHIN INLET
2. DEPTH AND LENGTH OF INLET MAY VARY, LENGTH SHOULD VARY BY INCREMENTS OF 1'–0". "L" SHALL BE INDICATED ON PLAN.
3. INLET WALLS AND BASE WITH #4 BARS 12" EACH WAY SHALL BE REQUIRED W/BENT BARS OR CORNER BARS.
4. FLOOR SURFACE OF INLET SHALL BE FINISHED TO A SMOOTH SURFACE AND SHALL SLOPE TOWARDS OUTLET.
5. MANHOLE SHALL BE LOCATED AS SHOWN ALONG BACK WALL AND CENTERED ON OUTLET PIPE.
6. WALK WIDER THAN 4'–0" TO BE DOWELED INTO BACK OF INLET COVER.
7. ALL PIPES TO BE TRIMMED FLUSH WITH INSIDE WALL OF BOX.
8. CONCRETE SHALL BE OF 4000 P.S.I. AT 28 DAYS WITH TYPE II–V (6 SACK) CEMENT.
9. IF OPENING IS GREATER THAN 4'–0" SUPPORT BARS WILL BE REQUIRED AT INTERVALS NOT GREATER THAN 3' ON CENTER.
10. SURFACE OF ALL EXPOSED CONCRETE SHALL CONFORM IN SLOPE, GRADE, COLOR, FINISH, AND SCORING TO EXISTING OR PROPOSED SURFACES.
11. SUPPORT BAR MAY BE WELDED TO L 4" X 4" X 1/4" IN LIEU OF BOLT AND NUT CONNECTION.
12. THE EXPOSED PORTION OF THE L 4" X 4" X 1/4" AND SUPPORT BARS SHALL BE CLEANED AND PAINTED WITH AN ASPHALT BASE PAINT AFTER THE CONCRETE PORTION OF THE INLET HAS BEEN COMPLETED.
13. REINFORCING STEEL – ASTM A615 (60,000 PSI MIN. YIELD).
14. INLET STEPS REQUIRED FOR "H" GREATER THAN 3'–6", SEE STEP DETAIL ON SHEET #SD26.
15. INLETS SHALL BE LOCATED AT LEAST 10' FROM PCR.S.
16. SUBMIT SHOP DRAWINGS FOR REVIEW



PLAN VIEW
SCALE: 1" = 5'–0"



SECTION B–B
SCALE: 1" = 5'–0"



SUPPORT BAR DETAIL
SCALE: 1" = 1'–0"

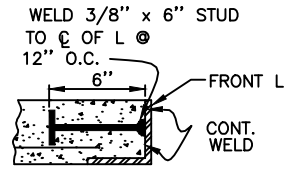
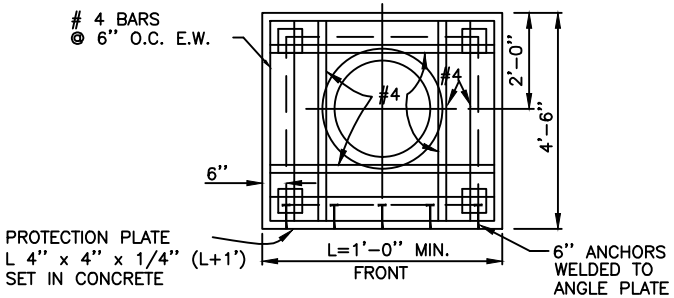
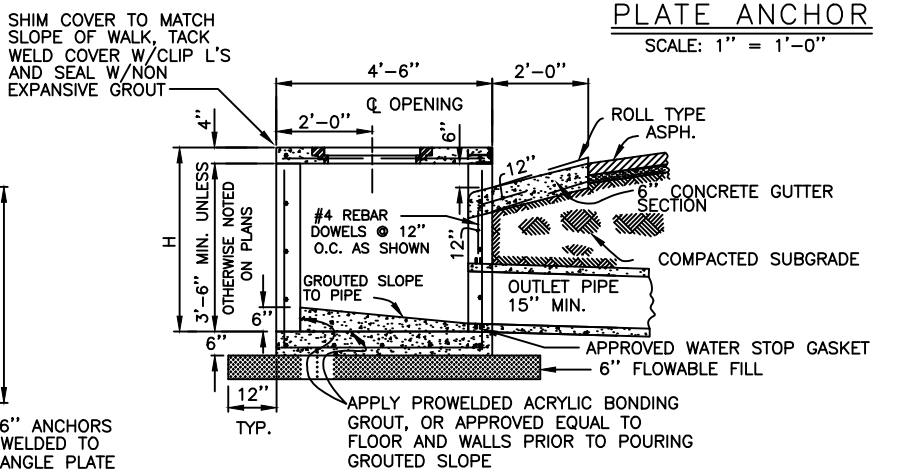


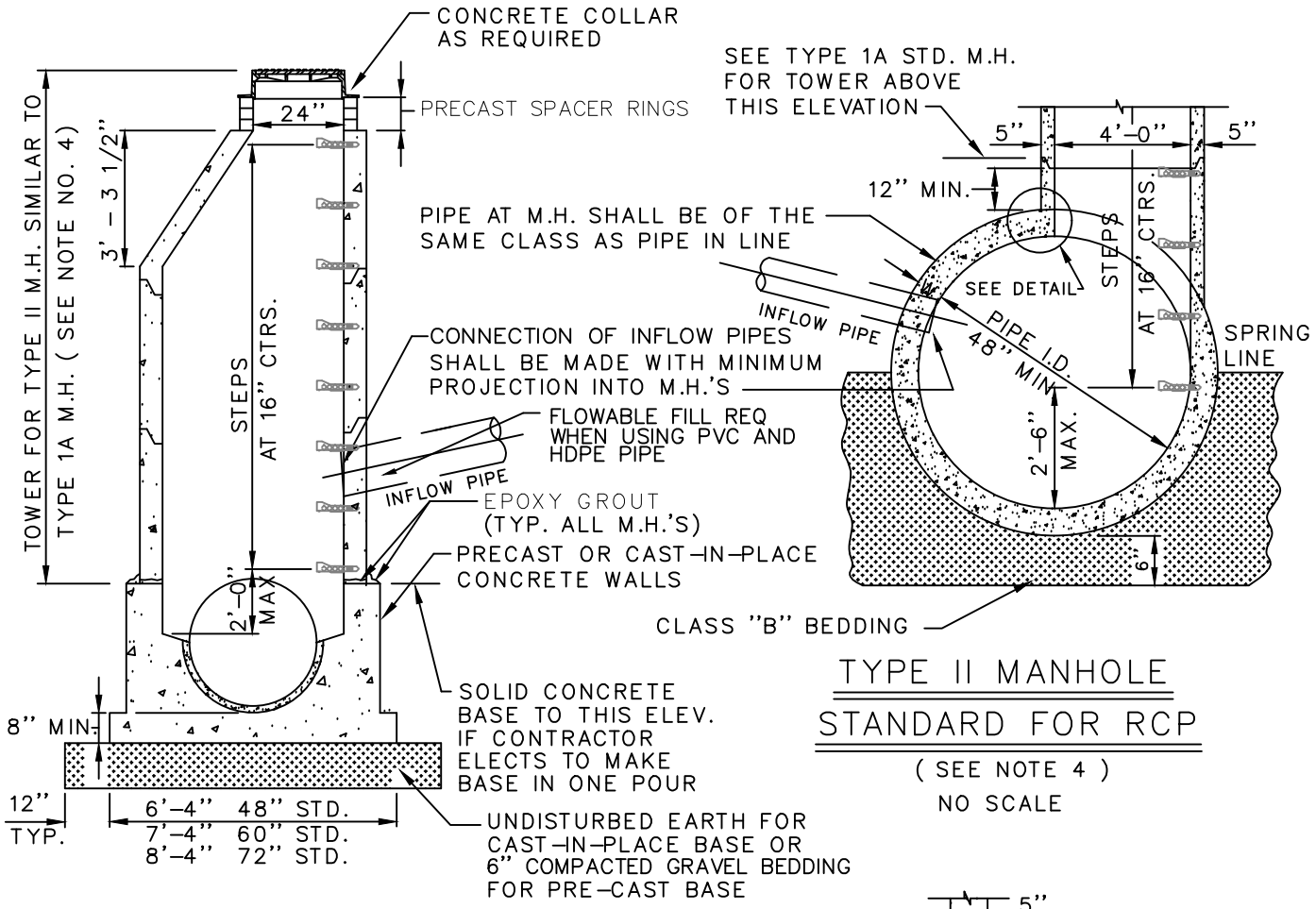
PLATE ANCHOR
SCALE: 1" = 1'–0"



COVER DETAIL
SCALE: 1" = 4'–0"



SECTION A–A
SCALE: 1" = 4'–0"



TYPE II MANHOLE STANDARD FOR RCP

(SEE NOTE 4)

NO SCALE

TYPE 1A 48" STANDARD MANHOLE

8" THRU 15"

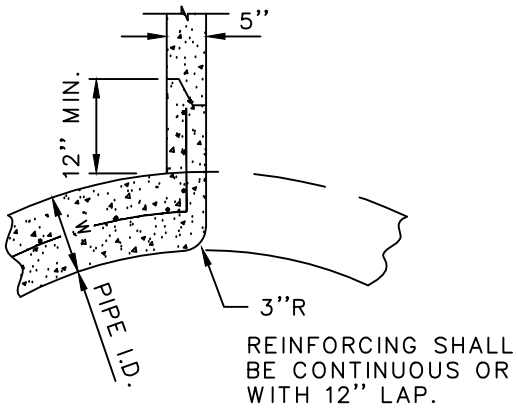
TYPE 1B 60" STANDARD MANHOLE

18" THRU 36"

TYPE 1C 72" STANDARD MANHOLE

42" THRU 48"

NO SCALE



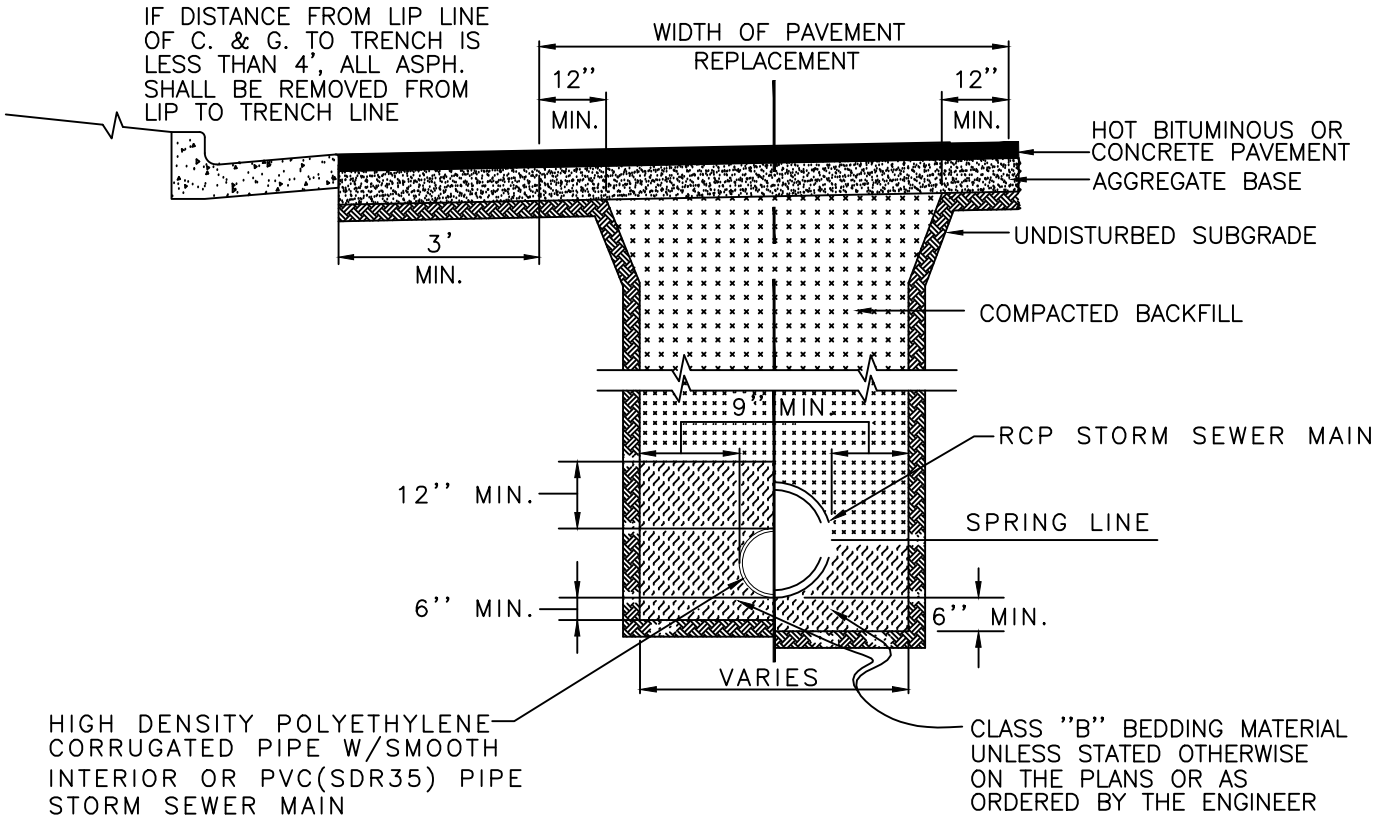
RCP CONNECTION DETAIL

SCALE: 1"=2'0"

NOTES:

1. DESIGN CRITERIA:
   CONCRETE –4,000 P.S.I. COMPRESSIVE STRENGTH AT 28 DAYS (TYPE II–V CEMENT).
2. FOR PIPE INVERT ELEV.'S SEE PLAN & PROFILE SHEETS.
3. LADDER RUNGS REQUIRED IN ALL M.H.'S
4. IF ALTERNATE CSP DESIGN IS USED, TYPE II M.H. SHALL BE MODIFIED & CONSTRUCTED FROM CORRUGATED PIPE.
5. IF PRE–CAST MANHOLE BASES ARE USED, THE CONCRETE BENCH/TROUGH SHALL BE CAST–IN–PLACE.

03/28/2005 REVISION	city of PUEBLO colorado	**STORM MANHOLES**	SD15
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR



TRENCH DETAIL FOR STORM SEWER MAIN

SCALE: 1'' = 3'–0''

NOTE:

1. CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL HEALTH AND SAFETY REQUIREMENTS INCLUDING BUT NOT LIMITED TO DEPOSITION OF CUT, SLOPING AND/OR BRACING.

2. 1' ASPHALT CUT BACK IS NOT REQUIRED IN LIEU OF FLOWABLE BACKFILL

12/27/1999 REVISION	city of PUEBLO colorado	**STORM SEWER TRENCH DETAIL**	SD16
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR

REVISION NOV-1995

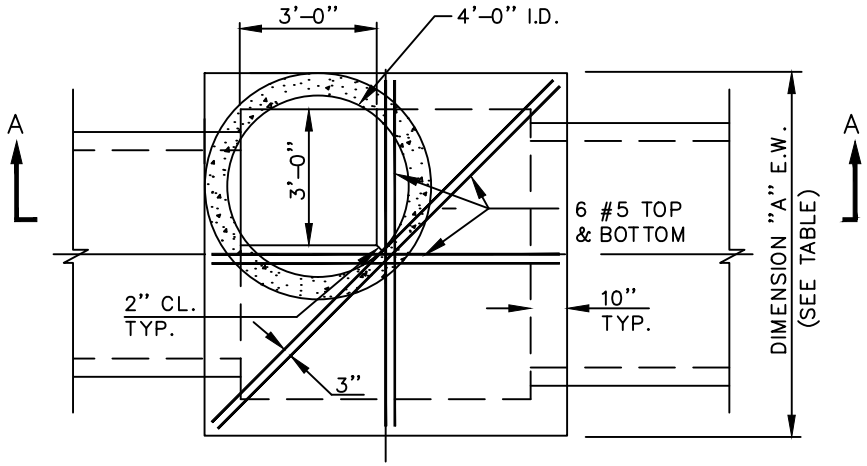
city of PUEBLO colorado

PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION
211 EAST "D" ST. PUEBLO, CO 81003
(719) 553-2295 PHONE

TYPE III STANDARD MANHOLE

SD17

DRAWN BY: JM
CHECKED BY: MT
APPROVED BY: CR



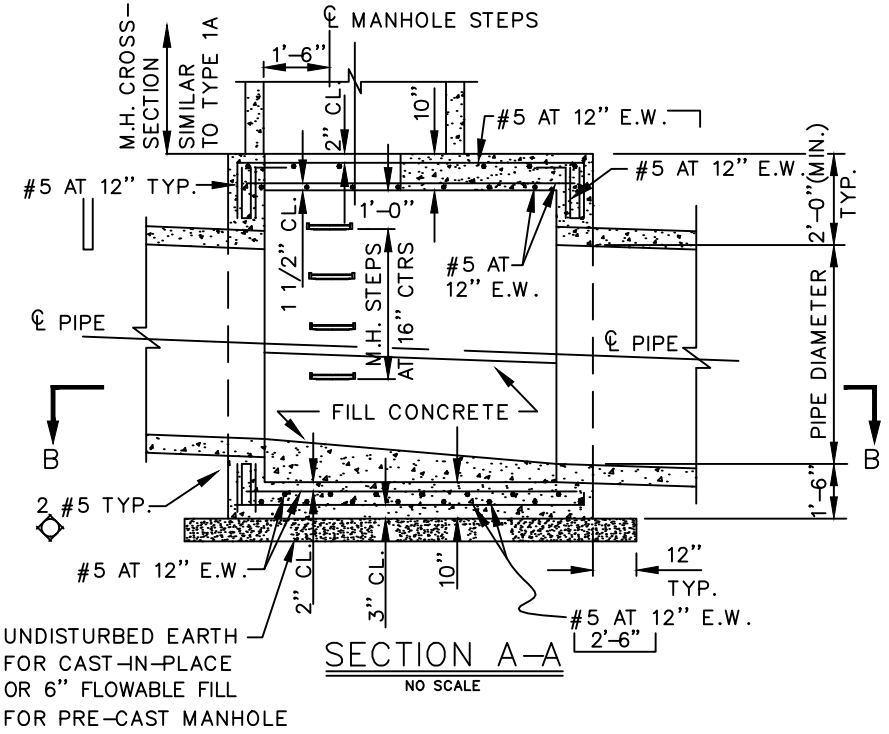
PLAN
SCALE: 1"=4'0"

PIPE SIZE	DIMENSION "A"
54"	9'-6"
60"	10'-0"
66"	10'-6"
72"	11'-0"
78"	11'-6"
84"	12'-0"
90"	12'-6"
96"	13'-0"

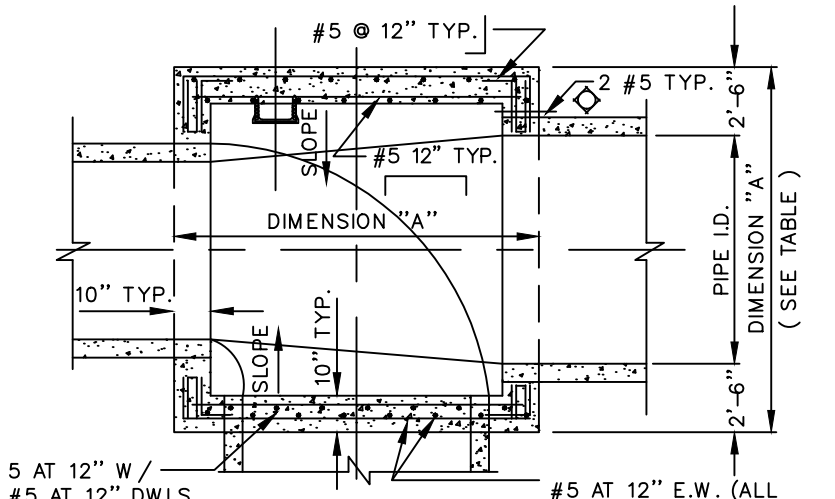
NOTE: "A" DIMENSION OF BOX IS GOVERNED BY LARGEST PIPE DIA. AT EACH MANHOLE

NOTES:

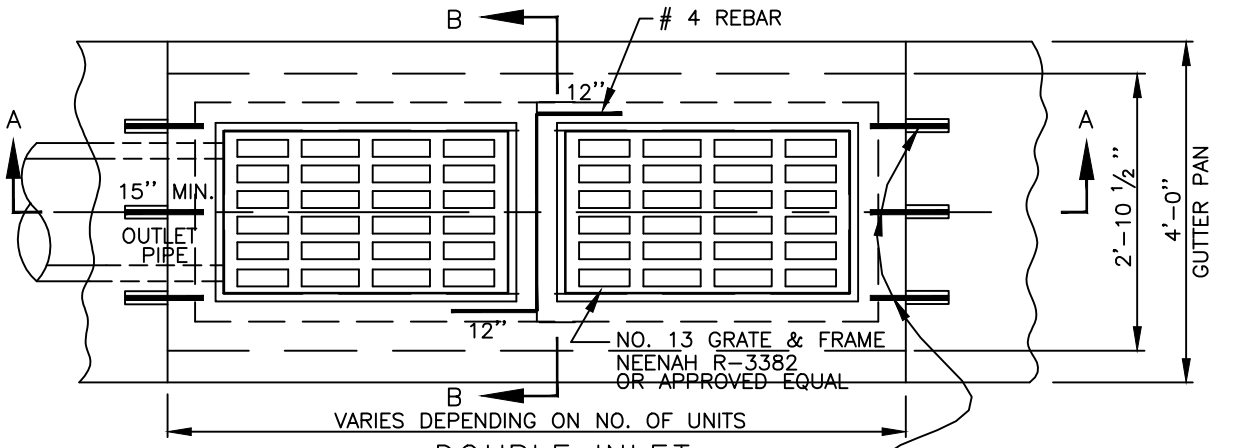
1. CHAMFER ALL EXPOSED EDGES OF CONCRETE 3/4"x45° UNLESS OTHERWISE NOTED.
2. DESIGN CRITERIA
   REINFORCING STEEL-ASTM Δ615 (60,000 P.S.I. MIN. YIELD)
   CONCRETE-4,000 P.S.I. COMPRESSIVE STRENGTH AT 28 DAYS (TYPE II-V CEMENT).
3. ALL HORIZONTAL BARS SHALL BE CONTINUOUS AT CORNERS OR PROVIDE CORNER BARS.
4. FOR PIPE INVERT ELEV.'S SEE PLAN & PROFILE SHEETS.



SECTION A-A
NO SCALE



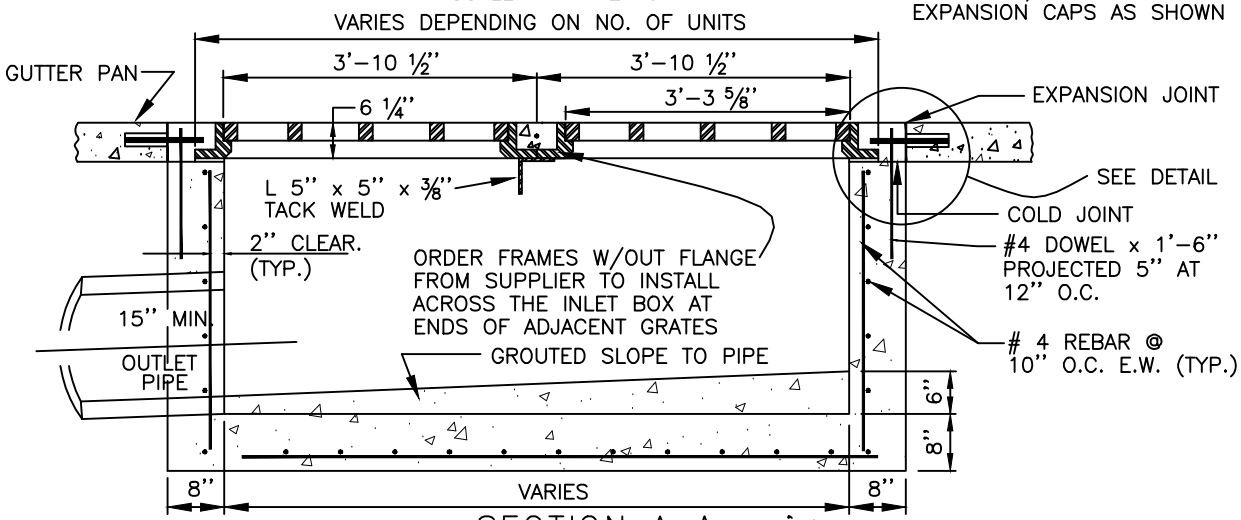
SECTION B-B
NO SCALE



DOUBLE INLET

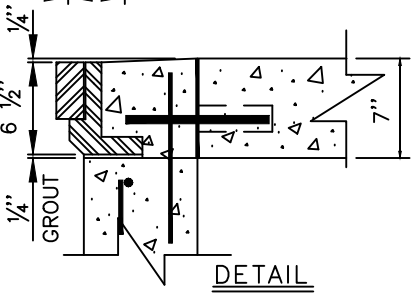
SCALE: 1" = 2'-0"

3/4"x1'-0" @ 12" SMOOTH DOWELS W/APPROVED METAL EXPANSION CAPS AS SHOWN



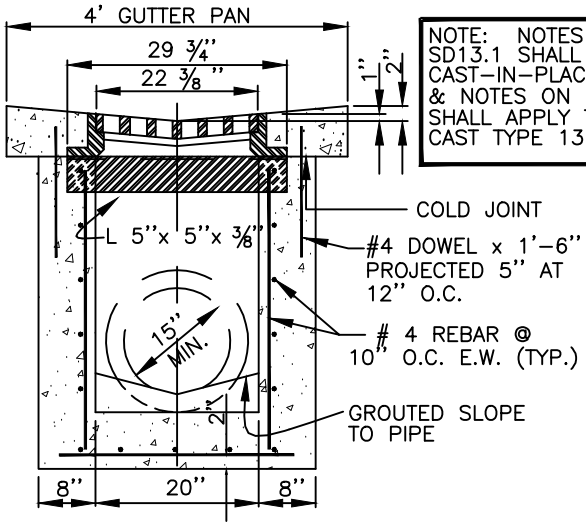
SECTION A-A

SCALE: 1" = 2'-0"



DETAIL

SCALE: 1" = 1'-0"

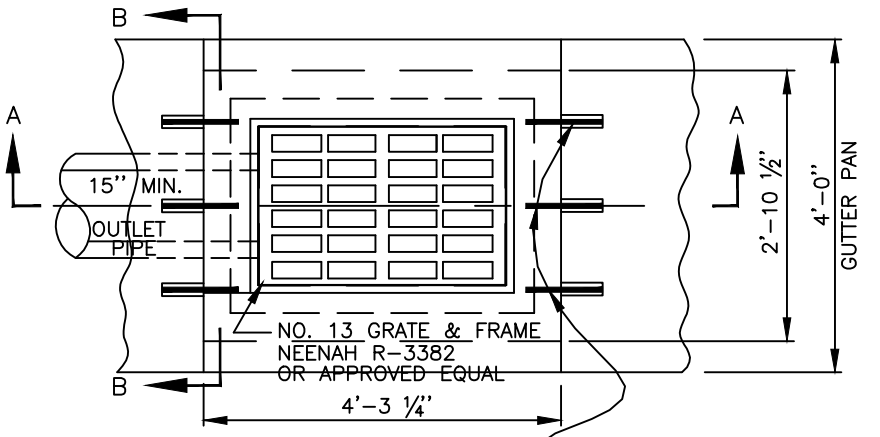


NOTE: NOTES ON SHT. SD13.1 SHALL APPLY TO CAST-IN-PLACE TYPE 13 & NOTES ON SHT. SD14 SHALL APPLY TO PRE-CAST TYPE 13

SECTION B-B

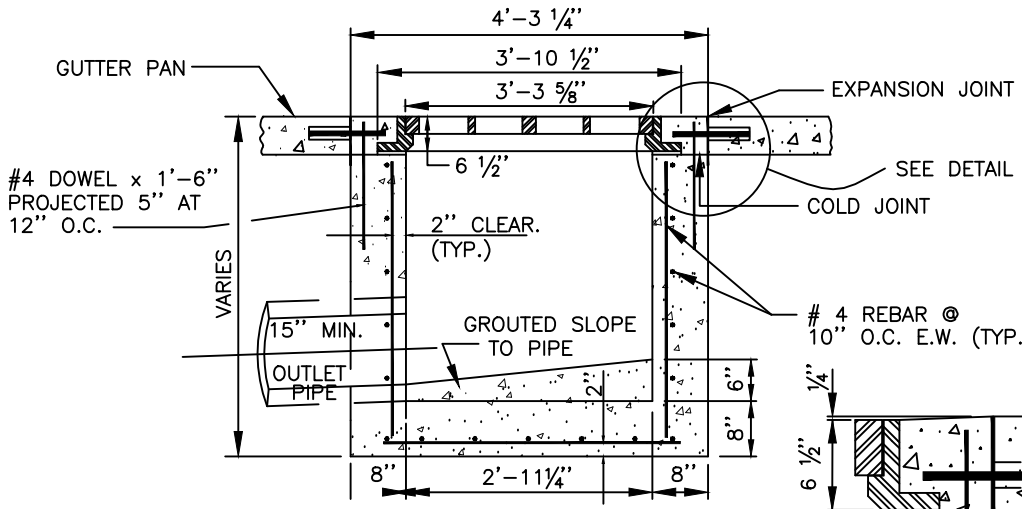
SCALE: 1" = 2'-0" FILENAME: SD18

09/26/2000 REVISION	city of PUEBLO colorado	**GRATED TYPE 13 INLET (MULTIPLE)**	SD18
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR

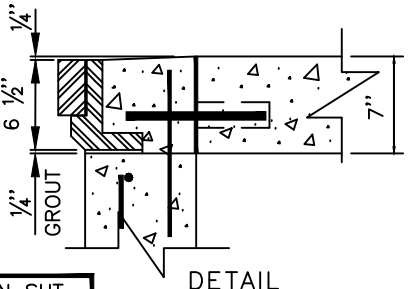


INLET
SCALE: 1" = 2'-0"

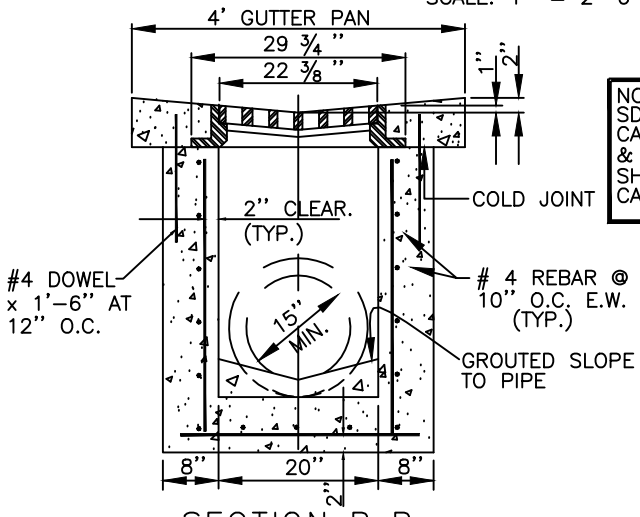
3/4"x1'-0" @ 12" SMOOTH DOWELS W/APPROVED METAL EXPANSION CAPS AS SHOWN



SECTION A-A
SCALE: 1" = 2'-0"



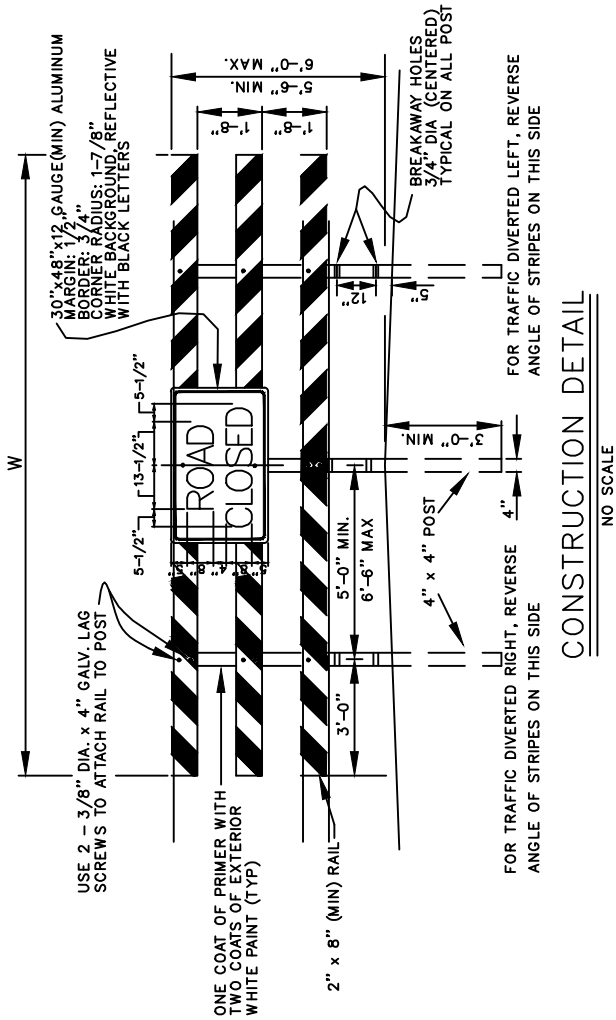
DETAIL
SCALE: 1" = 1'-0"



SECTION B-B
SCALE: 1" = 2'-0"

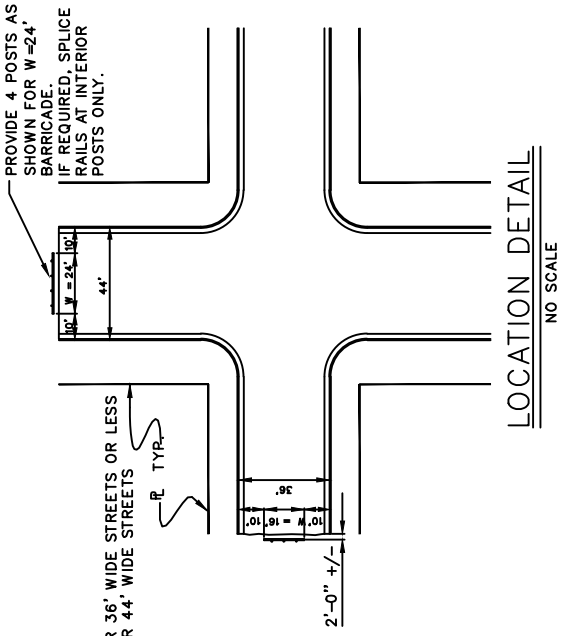
NOTE: NOTES ON SHT. SD13.1 SHALL APPLY TO CAST-IN-PLACE TYPE 13 & NOTES ON SHT. SD14 SHALL APPLY TO PRE-CAST TYPE 13

09/26/2000 REVISION	city of PUEBLO colorado	**GRATED TYPE 13 INLET (SINGLE)**	SD19
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR



CONSTRUCTION DETAIL

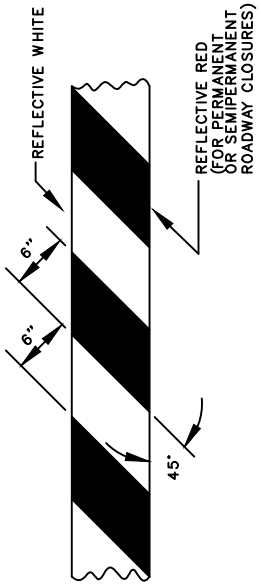
NO SCALE



NOTE
W = 16' FOR 36' WIDE STREETS OR LESS
W = 24' FOR 44' WIDE STREETS

LOCATION DETAIL

NO SCALE



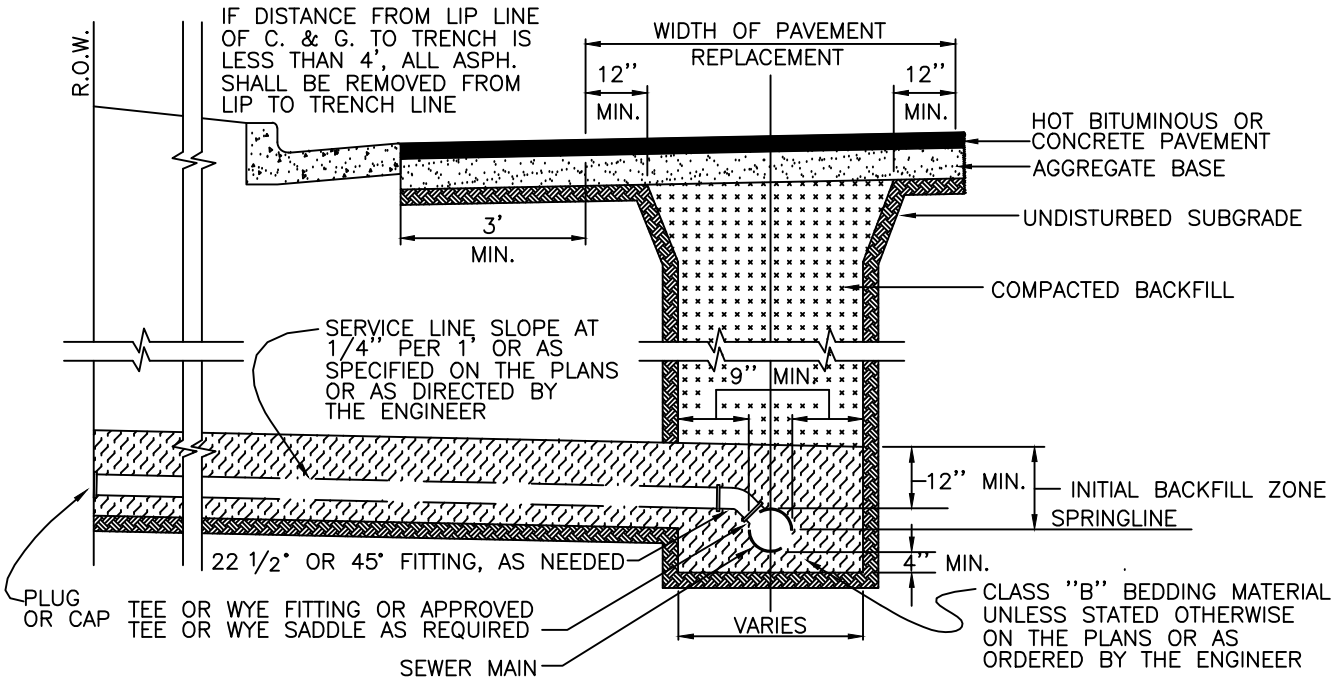
RAIL STRIPING DETAIL

NO SCALE

GENERAL NOTES

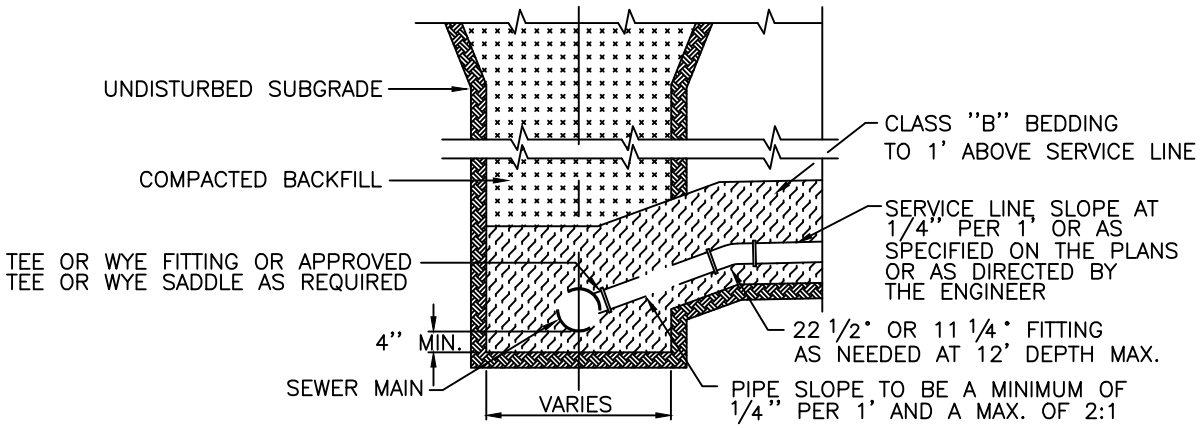
1. FIELD LOCATION TO BE DETERMINED BY TRAFFIC ENGINEER.
2. ALL REFLECTIVE SURFACES SHALL BE SMOOTH SURFACE TYPE REFLECTIVE SHEETING OR APPROVED EQUAL.
3. ALL TIMBER SHALL BE GRADE NO. 2 OR BETTER, (DOUGLAS FIR, LARCH OR HEM-FIR.)
4. ALL POSTS SHALL BE PRESERVATIVE TREATED IN ACCORDANCE WITH AWPB-FDN STANDARDS.
5. ATTACH "ROAD CLOSED" SIGN TO POST WITH 2-3/8" DIA. x 4" GALV. LAG SCREWS. WHERE W = 24', PLACE SIGN ON POST LOCATED ON RIGHT SIDE OF BARRICADE CENTER.
6. PAINT FOR RAILS AND POSTS SHALL BE SHERWIN WILLIAMS A-100 ALKYD EXTERIOR WOOD PRIMER A-100 ALKYD EXTERIOR WOOD PRIMER WITH A-100 LATEX HOUSE AND TRIM PAINT (SERIES A8) OR APPROVED EQUAL.

12/27/1999 REVISION	city of PUEBLO colorado	**STANDARD TYPE III BARRICADE** PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SD20 DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR



TRENCH DETAIL FOR SANITARY SEWER MAIN AND SERVICE LINES

SCALE: 1" = 3'-0"



SANITARY SEWER SERVICE INSTALLATION FOR MAINS GREATER THAN 12 FEET DEEP

SCALE: 1" = 3'-0"

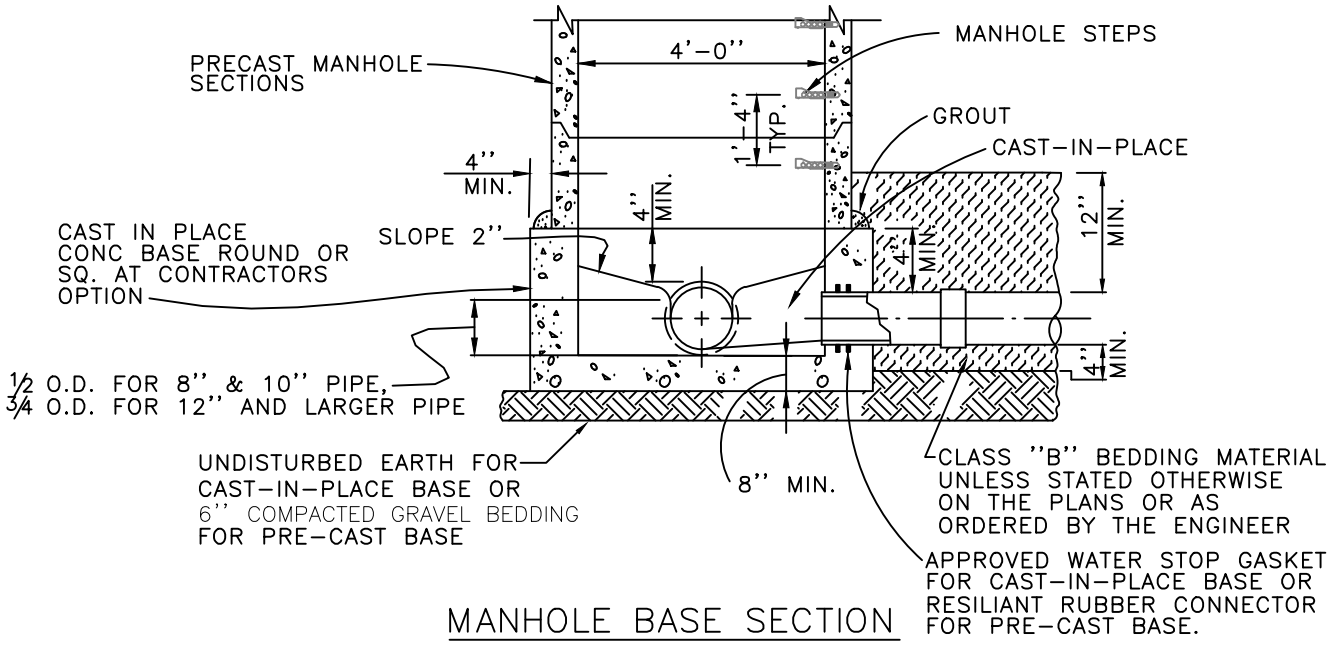
NOTE:

1. CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL HEALTH AND SAFETY REQUIREMENTS INCLUDING BUT NOT LIMITED TO DEPOSITION OF CUT, SLOPING AND/OR BRACING.

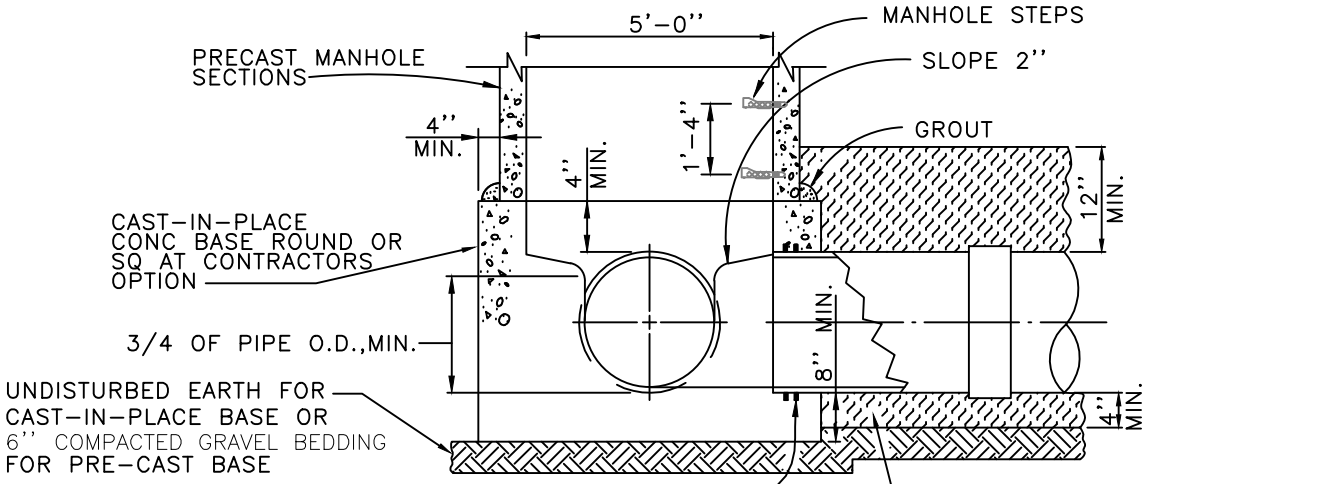
2. SERVICE LINES SHALL BE CONNECTED TO THE SEWER MAIN SO THE FLOWLINE IS AT/OR ABOVE THE SPRINGLINE OF THE PIPE FOR 8" AND 10" SEWER MAINS AND IN THE TOP 1/4 OF THE PIPE FOR 12" AND LARGER SEWER MAINS.

3. THE ENDS OF ALL SERVICE LINES SHALL BE MARKED FOR LOCATION WITH A 2"x4" BOARD OR OTHER SUITABLE MARKER EXTENDING 2 FEET ABOVE AND 3 FEET BELOW GRADE IN ADDITION TO A 3 INCH WIDE GREEN PLASTIC TAPE TIED TO THE END OF THE SERVICE LINE AND EXTENDING 6 INCHES ABOVE THE GROUND SURFACE.

12/27/1999 REVISION	city of PUEBLO colorado	**SANITARY SEWER TRENCH DETAIL**	SD21
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR



MANHOLE BASE SECTION
8'' THRU 15'' PIPE
NO SCALE

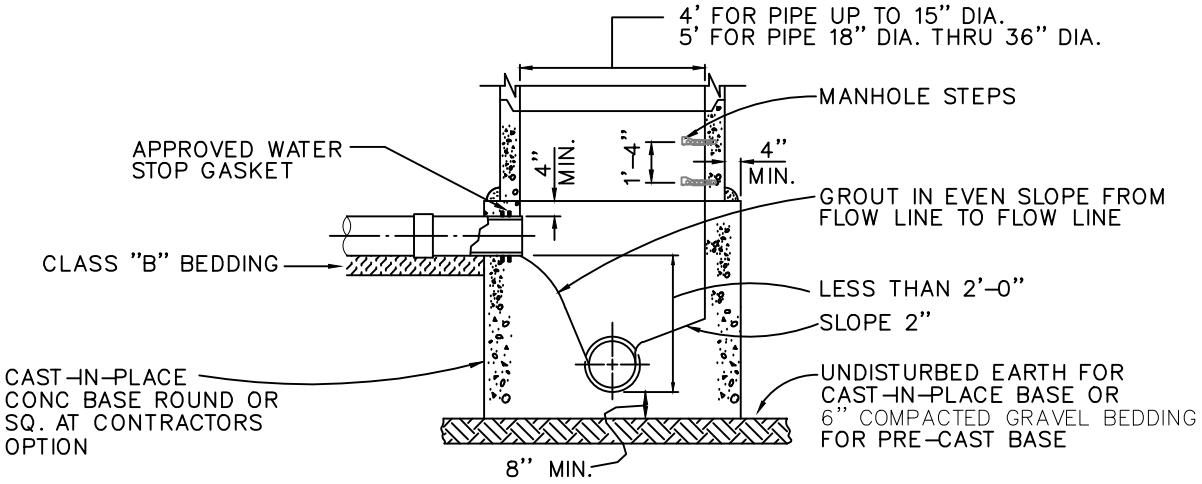


MANHOLE BASE SECTION
18'' THRU 36'' PIPE
NO SCALE

MANHOLE NOTES

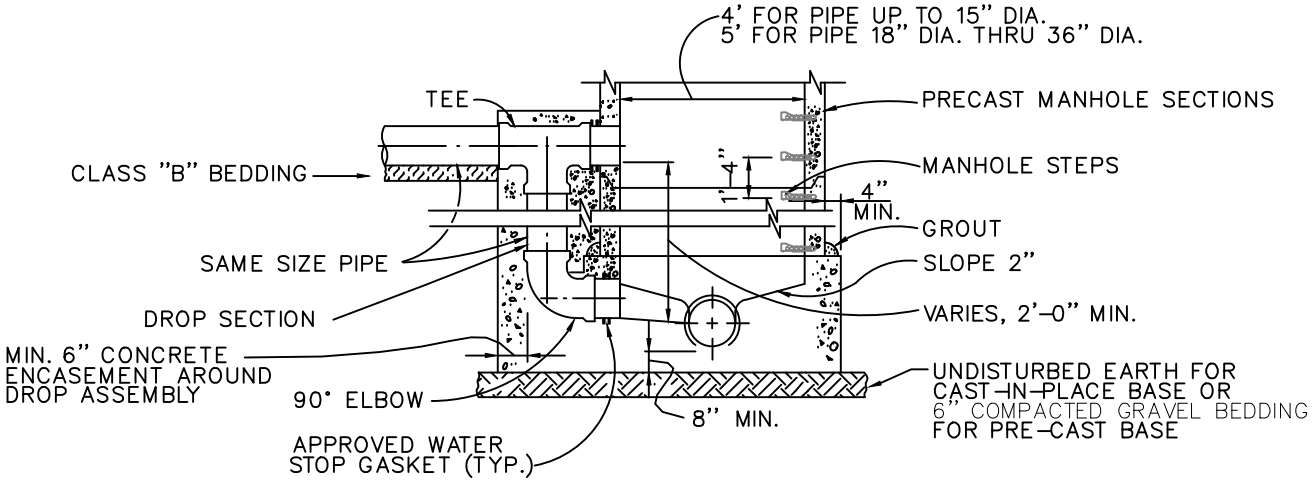
1. USE 24" STANDARD MANHOLE FRAME AND COVER UNLESS OTHERWISE NOTED ON PLANS.
2. STEPS TO BE ORIENTED OVER OUTLET PIPE OR AS DIRECTED BY THE ENGINEER.
3. IF PRE-CAST MANHOLE BASES ARE USED, THE CONCRETE BENCH/CHANNEL SHALL BE CAST-IN-PLACE, AFTER SEWER PIPE IS SET TO GRADE
4. THE CONCRETE CHANNEL IN ALL MANHOLE BASES SHALL BE CAST WITH A MINIMUM 18'' CENTERLINE RADIUS SWEEP.

03/28/2005 REVISION	city of PUEBLO colorado	**SANITARY SEWER MANHOLE DETAILS**	SD22
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR



MANHOLE BASE SECTION
FOR PIPE DROP LESS THAN 2'-0"

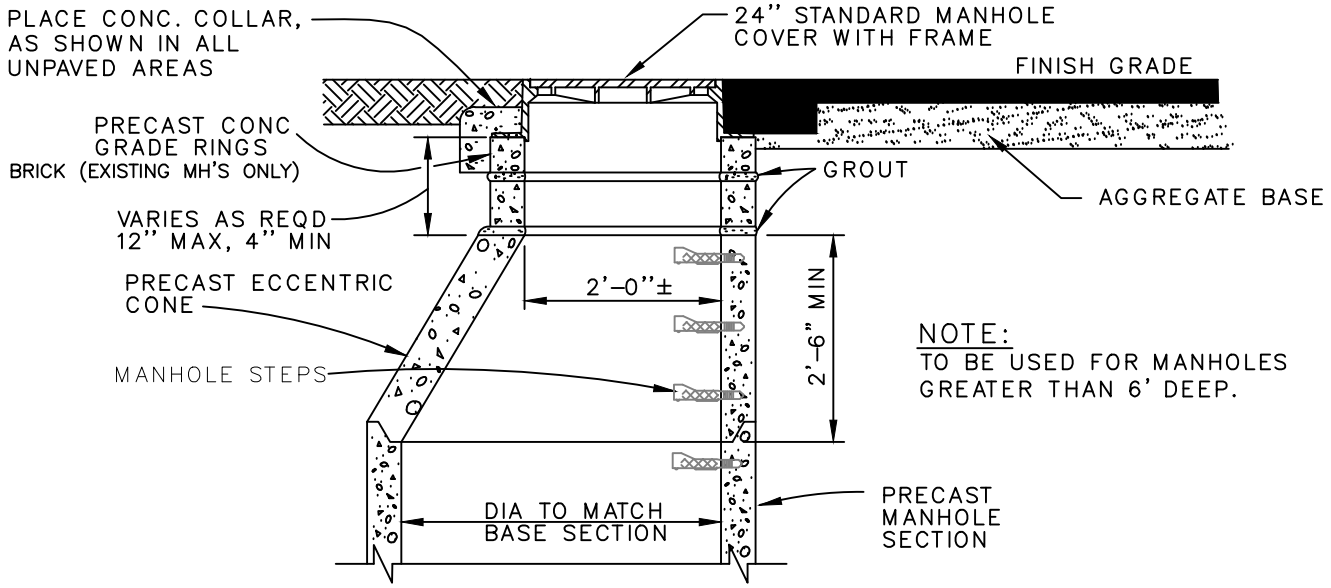
NOT TO SCALE



MANHOLE BASE SECTION
WITH DROP ASSEMBLY

NOT TO SCALE

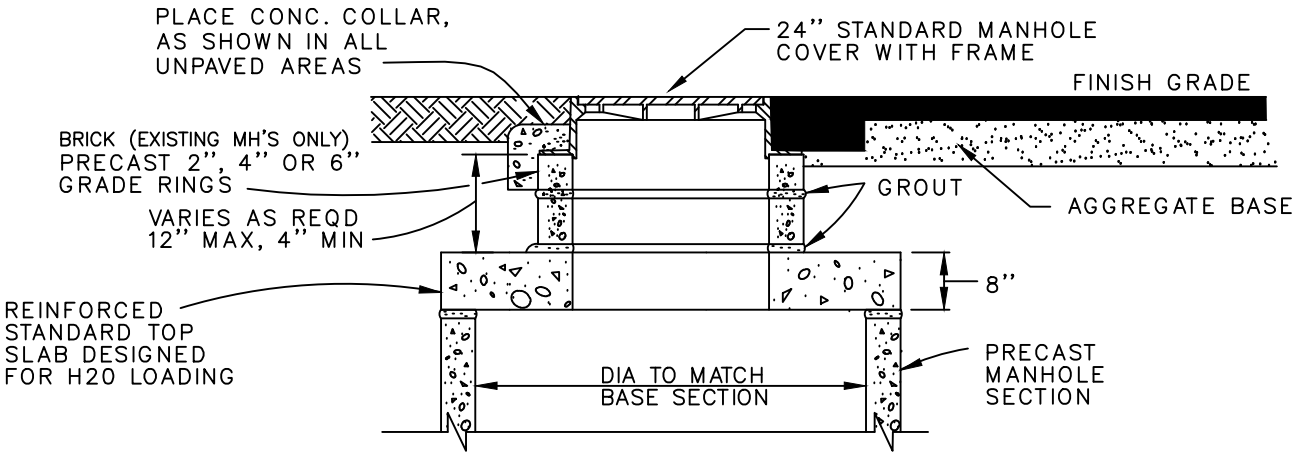
03/28/2005 REVISION	city of PUEBLO colorado	**SANITARY SEWER MANHOLE DETAILS** PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SD23 DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR



NOTE:
TO BE USED FOR MANHOLES GREATER THAN 6' DEEP.

MANHOLE TOP SECTION WITH RING EXTENSION

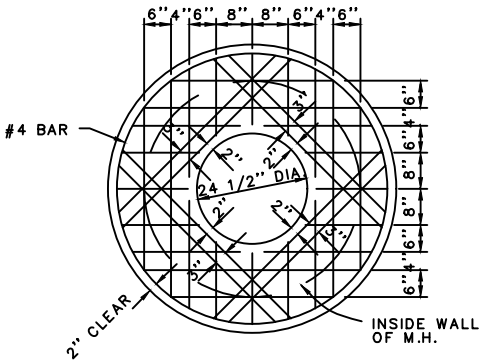
SCALE: 1"=2'-0"



FLAT TOP MANHOLE

SCALE: 1"=2'-0"

NOTE:
TO BE USED FOR MANHOLES 6' DEEP OR LESS

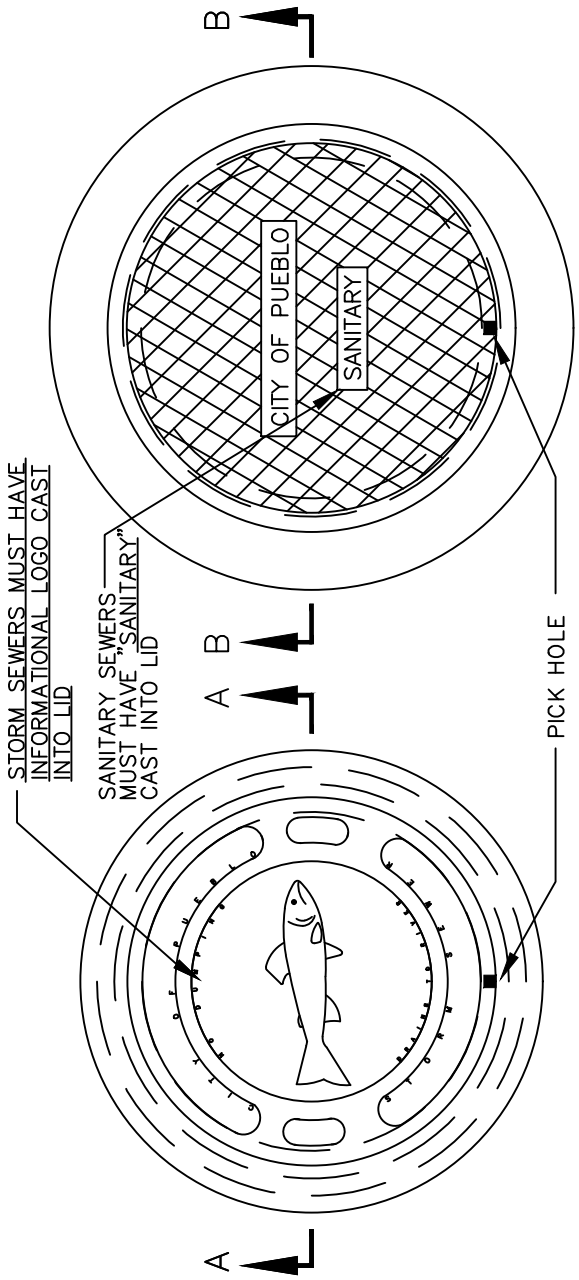


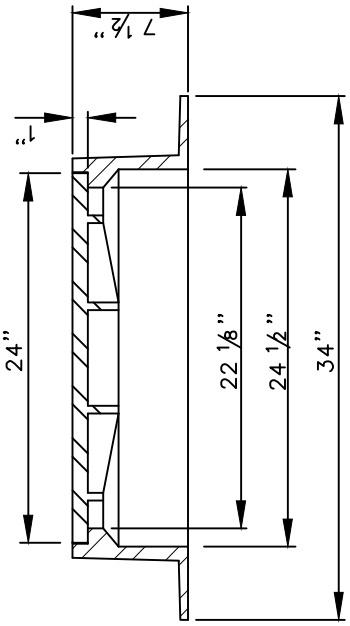
1. DESIGNED FOR H20 LOADING
2. BARS TO BE TIED, NOT WELDED.
3. SLAB TO BE 8" THICK.
4. STEEL TO BE PLACED TOP & BOTTOM WITH 2" CLEAR BTWN. BARS & CONC. SURFACE.
5. ALL BARS TO BE #4.

TOP CONCRETE SLAB FOR FLAT TOP M.H.

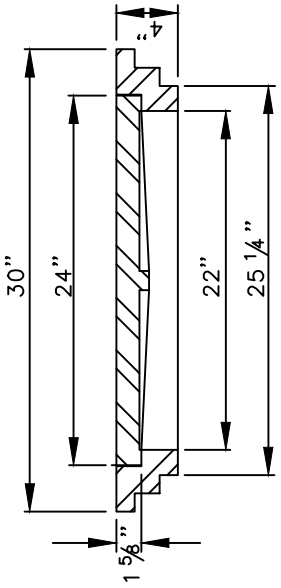
NO SCALE

03/28/2005 REVISION	city of PUEBLO colorado	**MANHOLE DETAILS**	SD24
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR





SECTION B–B
STANDARD MANHOLE
RING AND COVER
NEENAH R–1706, DEETER 1258
EAST JORDAN IRONWORKS 2430
OR APPROVED EQUAL
SCALE 1"= 1'–0"

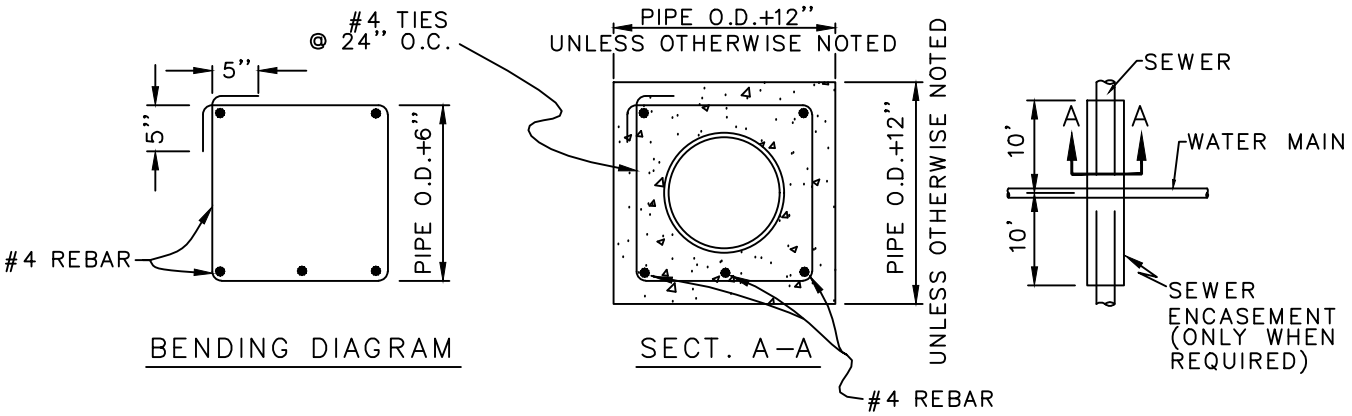


SECTION A–A
STANDARD MANHOLE
RING AND COVER FOR INLET
NEENAH R–6041, DEETER 1157
EAST JORDAN IRONWORKS 2855
OR APPROVED EQUAL
SCALE 1"= 1'–0"

MANHOLE NOTES

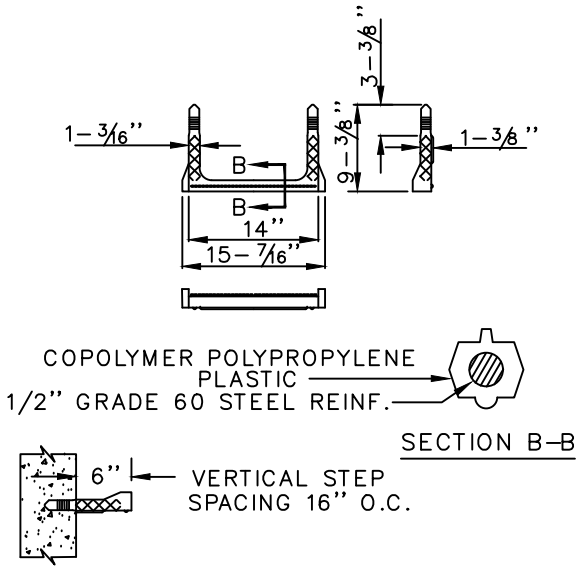
1. USE 24'' STANDARD MANHOLE FRAME AND COVER UNLESS OTHERWISE NOTED ON PLANS.
2. PROVIDE 'BOLT DOWN' COVERS FOR MANHOLE IN IN REMOTE UNIMPROVED AREAS.

03/28/2005 REVISION	city of PUEBLO colorado	**MANHOLE & INLET RING & COVER DETAILS**	SD25
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR



SEWER ENCASEMENT DETAILS FOR WATER MAIN CROSSINGS

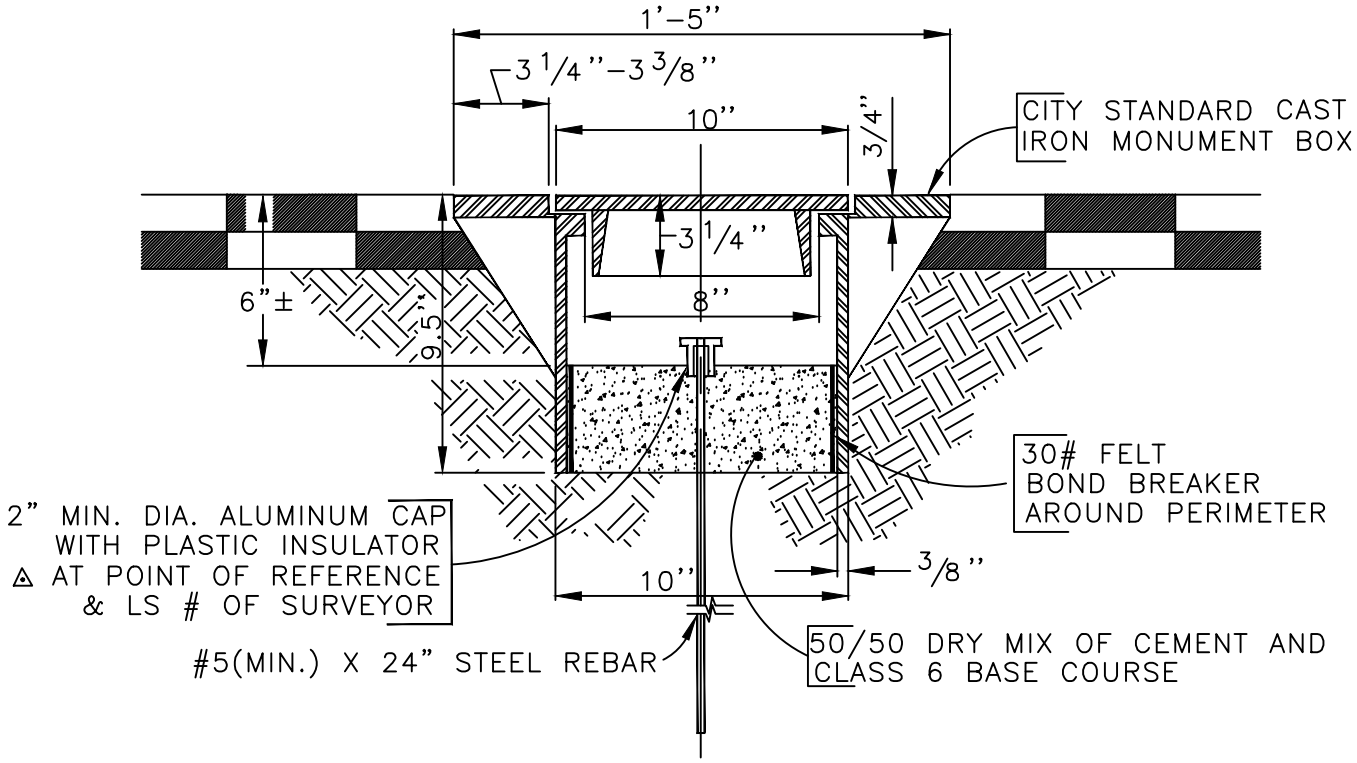
NO SCALE



MANHOLE STEP

NO SCALE

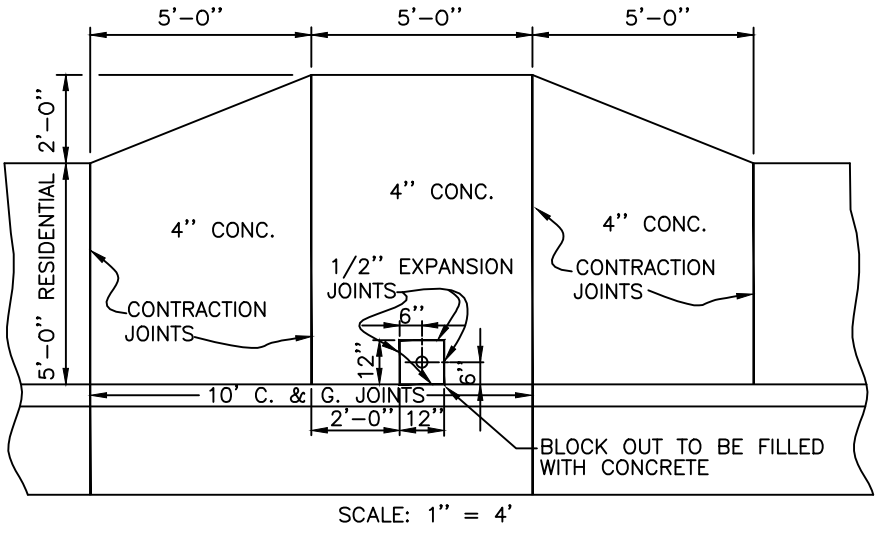
12/27/1999 REVISION	city of PUEBLO colorado	**SEWER DETAILS** PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SD26 DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR



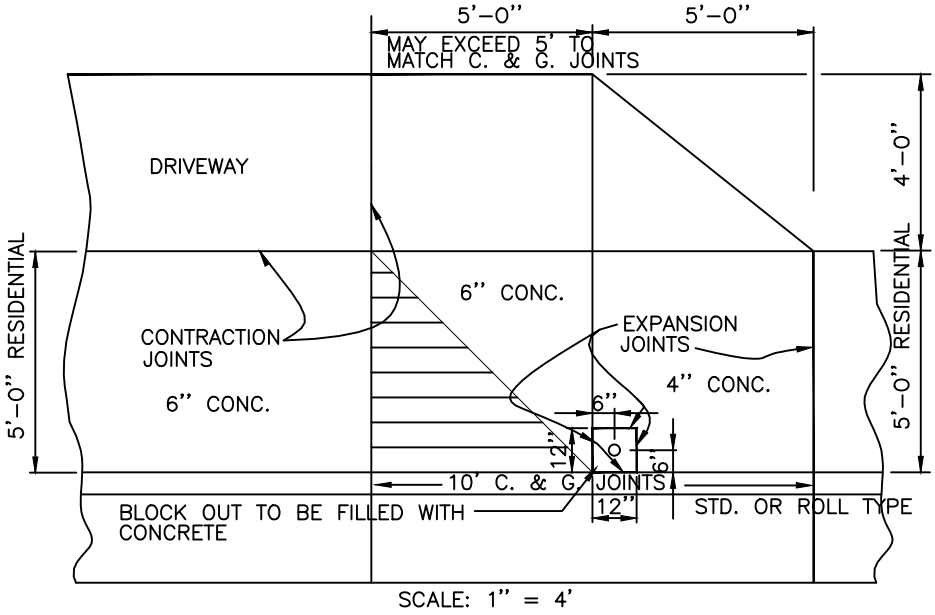
RIGHT OF WAY MONUMENTATION STANDARD

NOT TO SCALE

12/28/1999 REVISION	city of PUEBLO colorado	**RIGHT OF WAY MONUMENTATION STANDARD** PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SD27 DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR



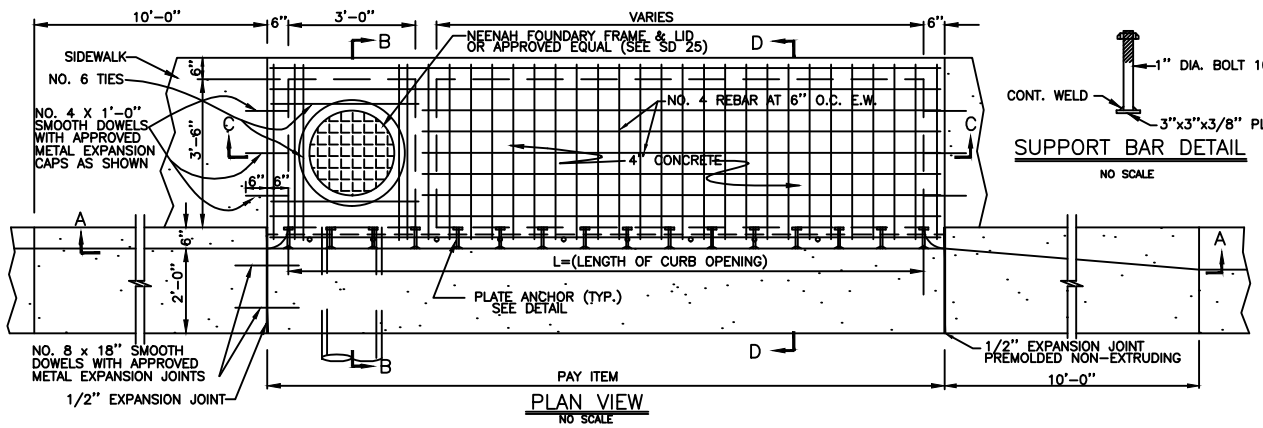
SCALE: 1" = 4'



SCALE: 1" = 4'

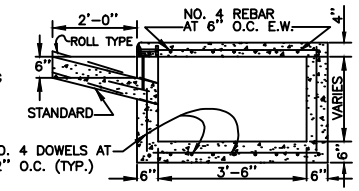
NOTE:
FOR MAIL BOXES LARGER THAN DIMENSIONS SHOWN, DETAIL SHALL BE MODIFIED TO PROVIDE A MINIMUM 3'–6" CLEARANCE TO EDGE OF WALK

05/24/2004 REVISION	city of PUEBLO colorado	**CURB SIDE MAIL BOXES**	SD28
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR



PLAN VIEW
NO SCALE

SUPPORT BAR DETAIL
NO SCALE



SECTION D-D
NO SCALE

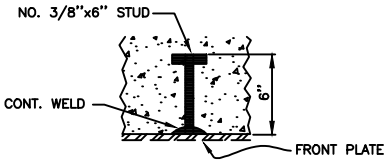
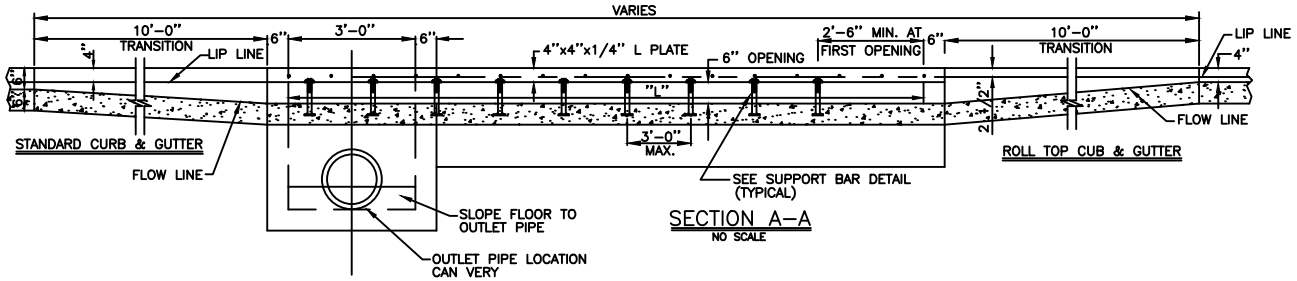
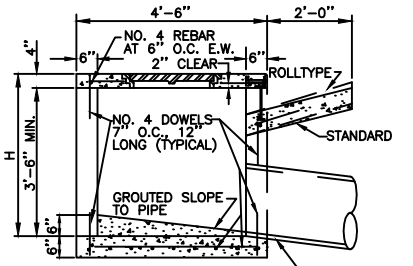


PLATE ANCHOR
NO SCALE



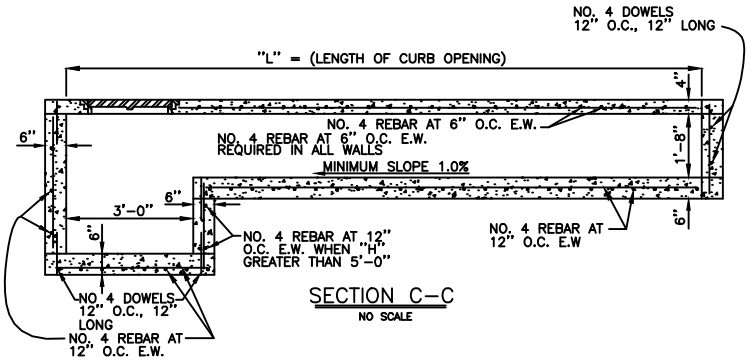
SECTION A-A
NO SCALE



SECTION B-B
NO SCALE

NOTES:

1. INLET PIPE OR OUTLET PIPE MAY VARY TO LOCATION WITHIN INLET.
2. DEPTH AND LENGTH OF INLET MAY VARY, LENGTH SHOULD VARY BY INCREMENTS OF 1'-0". "L" SHALL BE INDICATED ON PLAN
3. INLET WALLS AND BASE WITH #4 BARS 12" EACH WAY SHALL BE REQUIRED W/BENT BARS OR CORNER BARS.
4. FLOOR SURFACE OF INLET SHALL BE FINISHED TO A SMOOTH SURFACE AND SHALL SLOPE TOWARDS OUTLET.
5. MANHOLE SHALL BE LOCATED AS SHOWN ALONG BACK WALL AND CENTERED ON OUTLET PIPE.
6. WALK WIDER THAN 4'-0" TO BE DOWELED INTO BACK OF INLET COVER
7. ALL PIPES TO BE TRIMMED FLUSH WITH INSIDE WALL OF BOX.
8. CONCRETE SHALL BE OF 4000 P.S.I. AT 28 DAYS WITH TYPE II-V (6 SACK) OR TYPE II (7 SACK) CEMENT.
9. IF OPENING IS GREATER THAN 4'-0" SUPPORT BARS WILL BE REQUIRED AT INTERVALS NOT GREATER THAN 3' ON CENTER.
10. SURFACE OF ALL EXPOSED CONCRETE SHALL CONFORM IN SLOPE, GRADE, COLOR, FINISH, AND SCORING TO EXISTING OR PROPOSED SURFACES
11. SUPPORT BAR MAY BE WELDED TO L4"X4"X1/4" IN LIEU OF BOLT AND NUT CONNECTION.
12. THE EXPOSED PORTION OF THE L4"X4"X1/4" AND SUPPORT BARS SHALL BE CLEANED AND PAINTED WITH AN ASPHALT BASE PAINT AFTER THE CONCRETE PORTION OF THE INLET HAS BEEN COMPLETED.
13. REINFORCING STEEL – ASTM A615 (60,000 PSI MIN. YIELD).
14. INLET STEPS REQUIRED FOR "H" GREATER THAN 3'-6", SEE STEP DETAILS ON SHEET #SD26.
15. INLETS SHALL BE LOCATED AT LEAST 10' FROM PCR.S.



SECTION C-C
NO SCALE

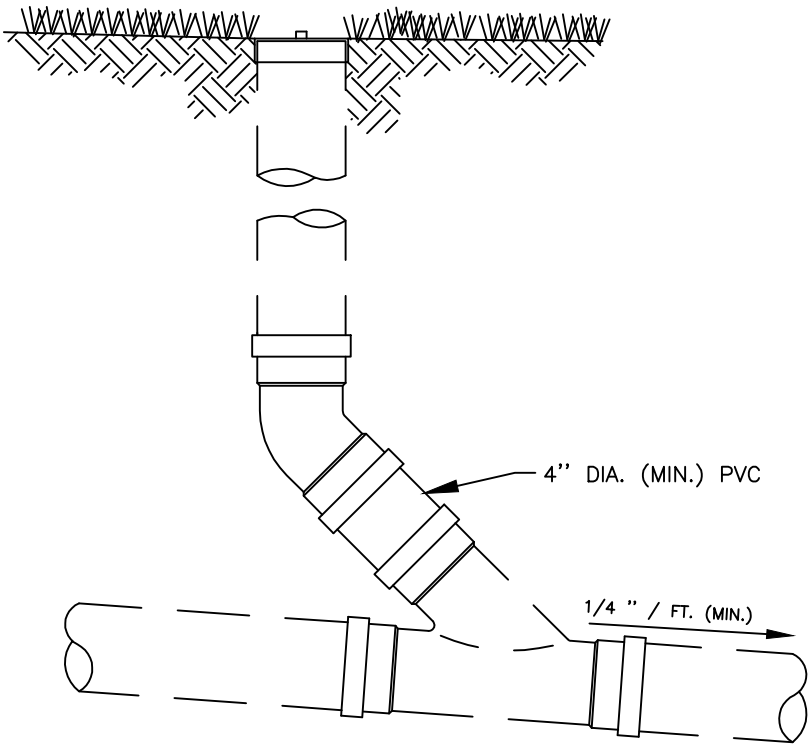
city of PUEBLO colorado
PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION
211 EAST "D" ST. PUEBLO, CO 81003
(719) 553-2295 PHONE

TYPE "W" INLET

SD29

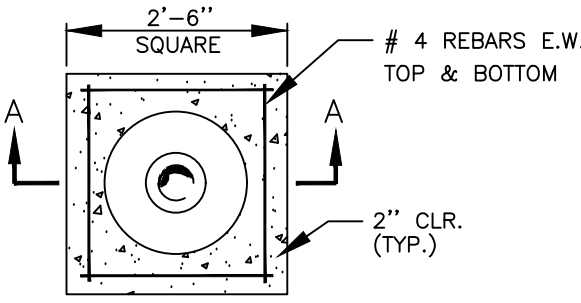
DRAWN BY: JM
CHECKED BY: MT
APPROVED BY: CR

REVISION 03/28/2005



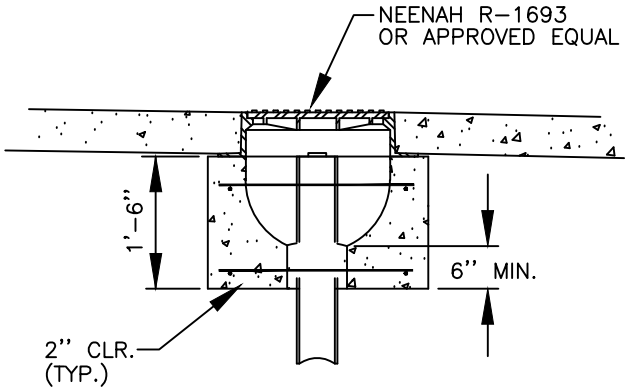
TYPICAL CLEANOUT DETAIL

N.T.S.



COVER DETAIL

SCALE: 1'' = 2'–0''



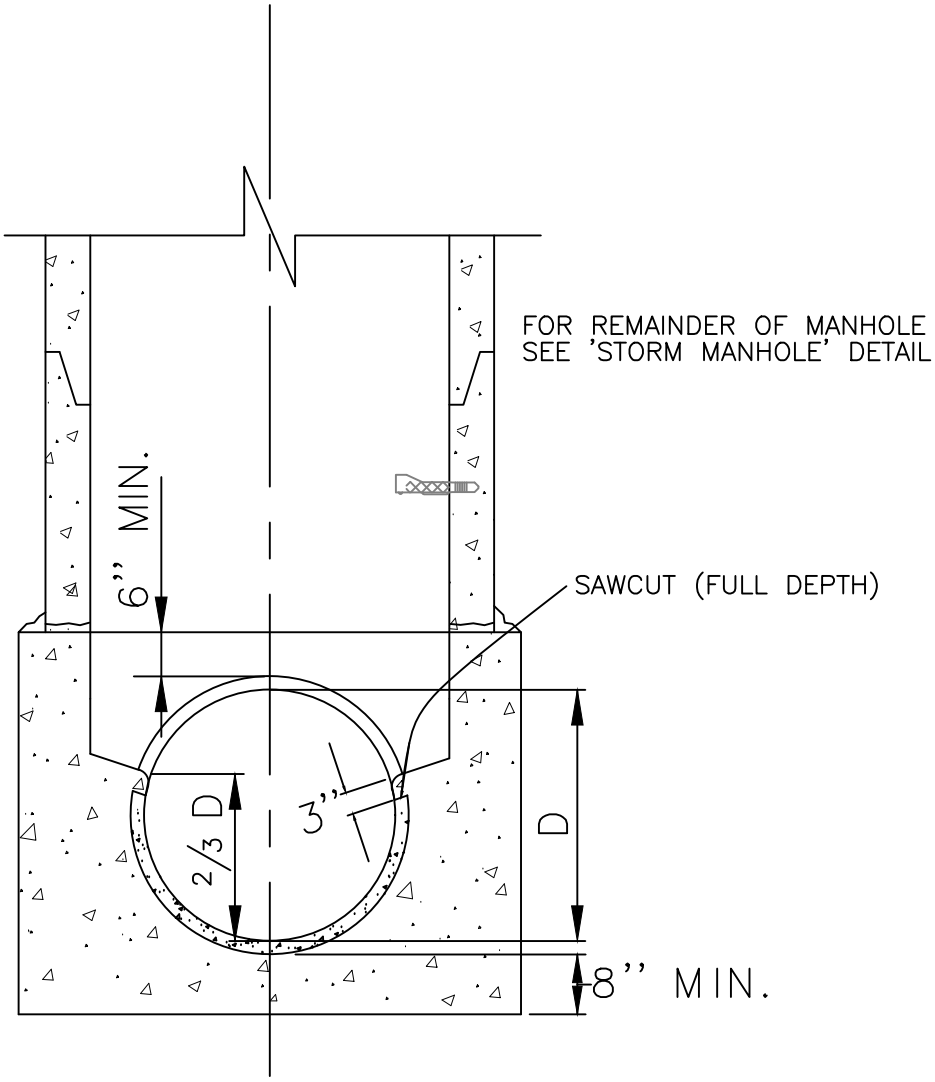
X–SECTION A–A

SCALE: 1'' = 2'–0''

NOTE:

WHEN CLEANOUT IS IN STREET, PARKING OR ANY DRIVEWAY, CONSTRUCT COVER AS SHOWN

SEPT-1998 REVISION	city of PUEBLO colorado	**SANITARY SEWER MAIN CLEANOUT** PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SD30 DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR



N.T.S.

NOTES

1. SEE NOTES FOR ''STORM MANHOLES''.
2. FOR USE WHERE ALIGNMENT AND GRADE DO NOT CHANGE THROUGH THE MANHOLE AND NO OTHER PIPES ENTER MANHOLE BELOW SPRINGLINE OF THE MAIN PIPE.

01/18/2000 REVISION	city of PUEBLO colorado	**ALTERNATIVE STORM MANHOLE FOR 18" THRU 48" PIPE** PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SD31 DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR

City Clerk's Office Item # M-8

Background Paper for Proposed RESOLUTION

COUNCIL MEETING DATE: March 28, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF GEORGE SAMARAS TO COMPLETE A TERM EXPIRING JUNE 30, 2023 ON THE PUEBLO ENERGY ADVISORY COMMISSION

SUMMARY:

This Resolution confirms the appointment by the Mayor of a member to complete a four-year term expiring June 30, 2023 on the Pueblo Energy Advisory Commission.

PREVIOUS COUNCIL ACTION:

On March 22, 2011, by Ordinance No. 9902, City Council amended Chapter 5 of Title II of the Pueblo Municipal Code to reconstitute the Pueblo Energy Advisory Commission. City Council has made appointments to the Pueblo Energy Advisory Commission 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 Jeff Mara and the resignation of Allison Kipple, there are two vacancies on this board.

The application was reviewed by Mayor Gradisar who has appointed George Samaras to complete a four-year term expiring June 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. 14840

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF GEORGE SAMARAS TO COMPLETE A FOUR-YEAR TERM EXPIRING JUNE 30, 2023 ON THE PUEBLO ENERGY ADVISORY COMMISSION

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of George Samaras to serve on the Pueblo Energy Advisory Commission, 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 Energy Advisory Commission to complete a four-year term expiring June 30, 2023 shall be and is hereby confirmed by the City Council:

George Samaras

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 28, 2022

BY: Dennis E. Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

From: noreply@civicplus.com
To: CityAdmin
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Wednesday, March 2, 2022 9:46:18 AM

External email. Please use caution.

BOARDS & COMMISSIONS Application

	BOARDS & COMMISSIONS Application for Appointment
	(Section Break)
DATE	3/2/2022
BOARD OR COMMISSION	Energy Advisory Commission
Contact Information	
FIRST NAME	George
LAST NAME	Samaras
HOME ADDRESS	1006 w 16th st
CITY	Pueblo
STATE	Colorad0
ZIP	81003
OFFICE ADDRESS	Dna
CITY	*Field not completed.*
STATE	*Field not completed.*
ZIP	*Field not completed.*
DAYTIME PHONE	719 994 8732
E-MAIL ADDRESS	gpsamaras@gmail.com
ARE YOU CURRENTLY EMPLOYED WITH	NO

THE CITY OF PUEBLO?	
OCCUPATION (or if RETIRED, your previous occupation)	Ex Die of Tri-Unity Energy Mgt.
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.	Former employee of Pueblo City Council initiating a public information agency in 1980 name PUEBLO ENERGY RESOURCE CENTER TO PROVIDE: Info to general public on energy conservation, renewable energy systems, workshops and lectures on Energy conservation for Pueblo, Fremont and Huerfano counties.
2. Why are you interested in being appointed to this Board or Commission?	I have applied experience in the public information sector and public education on the energy field. I researched the best energy production resources for years.
3. What Goals would you like to see this Board or Commission accomplish?	Initiatives to foster and develop a long term, advanced sustainable energy future for Pueblo. Demonstration facilities for the interest of public to witness technologies in operation. Solar home Tours Wind generator variations operational display Verticle axis generators Development OF HYDROGEN ENERGY technology. Review OF THORIUM REACTORS linked to Hydrogen Production for fuel production and Hydrogen fuel cell batteries
4. List any other items that might be useful in consideration for your appointment to this Board or Commission.	Former Community Energy Advocate for Pueblo Action. Inc. Former Pueblo City council, Employee of Former Pueblo Energy Commission Knowledgeable solar Advocate since 1975 Promoter of city them song SUNSHINE BANKS OF THE ARKANSAS ESTABLISHED 1977 AND 2017, ADOPTED BY city and county PROMOTIONS.
(Section Break)	
Upload résumé, references and/or other	*Field not completed.*

pertinent information

Email not displaying correctly? View it in your browser.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 28, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marissa Stoller, City Clerk

FROM: Andra Ahrens, Interim Wastewater Director

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $111,949 BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., FOR CONSULTING ENGINEERING SERVICES RESPECT TO THE GROUNDWATER DEWATERING WELL PERMIT COMPLIANCE AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance accepts an agreement between the City of Pueblo and Brown and Caldwell, Inc. for consulting engineering services relating to identify a feasible and compliant discharge that can be implemented to meet Pueblo's schedule for clarifier maintenance.

PREVIOUS COUNCIL ACTION:

On November 12, 2018, the City Council Approved Resolution No. 14081, selecting Brown and Caldwell, Inc as the Engineer of Record for the Wastewater Treatment Department.

BACKGROUND:

The Wastewater Department is requesting Brown & Caldwell, Inc. to evaluate different methods for the Wastewater Department to comply with the compliance schedule in General Permit Certification to Discharge. This certification requires the James R DiIorio Water Reclamation Facility to submit a plan or report by June 1, 2022, that identifies treatment system upgrades or other measures to meet the final limits for manganese and selenium.

FINANCIAL IMPLICATIONS:

The cost of the agreement with Brown and Caldwell to provide design services for the evaluation will not exceed $111,949. Funds are available from the Professional Services Budget.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The no-action alternative will cause the James R. DiIorio plant to be in non-compliance with the permit certification #CO318070.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Professional Engineering Services Agreement between the City of Pueblo and Brown and Caldwell, Inc.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $111,949 BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., FOR CONSULTING ENGINEERING SERVICES WITH RESPECT TO THE GROUNDWATER DEWATERING WELL PERMIT COMPLIANCE AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the Pueblo Wastewater Department operates a Water Reclamation Facility and collection system providing municipal wastewater treatment; and

WHEREAS, consulting engineering services are required with respect to the relating to identify a feasible and compliant discharge that can be implemented to meet Pueblo's schedule for clarifier maintenance, and

WHEREAS, Brown and Caldwell is the consulting Engineer of Record and is the most qualified to serve the Pueblo Wastewater Department for such project; NOW, THEREFORE,

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

SECTION 1.

An agreement by and between the City of Pueblo, a Municipal Corporation, and Brown and Caldwell, Inc., a copy of which is attached hereto and made part hereof by reference ("Agreement"), after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Work Performed under the Agreement may include, but not limited to, the following items:

1. Compliance Approaches
2. Water Management and Treatment Approach
3. Technical Memorandum
4. Project Management and Administration

SECTION 3.

The Mayor is hereby authorized to execute said Agreement on behalf of Pueblo, a Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest the same.

SECTION 4.

Funds for work performed under this agreement shall be from the Professional Services Budget

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 Agreement approved to implement the transactions described therein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

SECTION 6.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

☐ Council action on _____failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

STANDARD FORM OF

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT made and entered this 12th day of January, 2022 by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner") and Brown and Caldwell, Inc., a California corporation, 1697 Cole Boulevard, Golden, Colorado 80401, a professional engineering firm (hereinafter "Engineer") for Engineer to render certain professional engineering and related services for Owner in connection with the **Pueblo Dewatering Permit Compliance**, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL.

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

[x] - Study and Report Phase

[x] -Preliminary Design (Schematic) Phase

[ ] -Final Design Phase

[ ] - Construction Documents & Bidding Phase

[ ] - Construction Phase

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

Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional consultants) of customary and usual civil, structural, mechanical, electrical engineering, environmental, architectural, construction management and planning services as generally stated herein and as more specifically set forth in Appendix A. Engineer shall also provide any landscape engineering, architectural, surveying and geotechnical services incident to its work on the Project.

1.2 In performing the professional services, Engineer shall complete the work items described in Appendix A – Scope of Services and as generally identified in Section 2 of this Agreement which are applicable to each phase for which Engineer is to render professional services. In the event of a conflict, the Scope of Services set forth in Appendix A shall prevail.

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

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

SECTION 2. ENGINEERING SERVICES.

2.1 Study and Report Phase. If Engineer is to provide professional services with respect to the Project during the Study and Report Phase, Engineer shall:

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

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

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

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

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

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

(g) Furnish 3 (three) copies of the Report and present and review it in person with Owner.

2.2 Preliminary Design (Schematic) Phase. If Engineer is to provide professional services with respect to the Project during the Preliminary Design Phase, Engineer shall:

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

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

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

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

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

(f) Engineer shall furnish 3 (three) copies of each above referenced submittal document to Owner for Owner's use, and shall review same in person with Owner.

2.3 Final Design Phase. If Engineer is to provide professional services with respect to the Project during the Final Design Phase, Engineer shall:

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

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

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

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

(e) Engineer shall furnish 3 (three) copies of each above referenced submittal document to Owner for Owner's use, and shall review same in person with Owner.

2.4 Construction Documents & Bidding Phase. If Engineer is to provide professional services with respect to the Project during the Construction Documents & Bidding Phase, Engineer shall:

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

(b) After review and comment by Owner, prepare and submit all deliverables identified in Appendix A 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. 3 (three) copies of these final bid documents shall be furnished to Owner. Unless otherwise specified in Appendix A, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and AutoCAD (2013 or later version) format on electronic media.

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

(d) Attend a pre-bid conference with bidders to discuss Project requirements and

receive requests for clarification, if any, to be answered by Engineer in writing to all plan holders.

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

(f) Prepare and periodically update a Project Schedule for Owner's review and acceptance, which shall include the schedule for the performance of the Engineer's services and a construction schedule for the components of the work, including phasing of construction, and times for commencement and completion of the several construction contracts. In the Project Schedule, the Engineer shall coordinate and integrate the Engineer's services and the Owner's responsibilities with anticipated construction schedules, highlighting critical and long lead times.

(g) Provide recommendations and information to Owner regarding the allocation of responsibilities for safety programs among contractors.

(h) Advise the Owner on Engineer's recommended division of the Project construction work into individual categories or work and separate contracts, and make recommendations as required so that the work of the several contractors is coordinated, all responsibilities have been assigned to the appropriate contract, the likelihood of jurisdictional disputes has been minimized and proper coordination has been provided for phased construction.

2.5 Construction Phase. If Engineer is to provide professional services with respect to the Project during the Construction Phase, after award by the Owner of a general contract or contracts for construction of the Project, Engineer shall:

I. Engineering Functions.

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

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

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

(d) Promptly advise the Owner in writing of any observed 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 general conformance with the design concept of Project and compliance with the Drawings, Specifications and all other contract documents, and indicate to Contractor and Owner with respect thereto,

any exceptions noted, or modification or resubmittals required.

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

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

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

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

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

II. Construction Management Functions by Engineer.

(a) Perform all duties and functions specifically identified to be performed by the Construction Manager under the terms of the construction contracts, if any.

(b) Provide administrative, management and related services to coordinate scheduled activities and responsibilities of the construction contractors with each other and with the Owner and the Engineer, including monitoring agreed-upon budgets and the Project Schedule based upon the executed Contract Documents.

(c) Schedule and conduct meetings to discuss such matters as procedures, progress and scheduling. Engineer shall prepare and promptly distribute minutes of the meetings to the Owner and Contractors.

(d) Update the Project construction schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of items requiring long lead time and procurement. The Project construction schedule shall include the Owner’s occupancy requirements showing portions of the Project having occupancy priority. Engineer shall update the Project construction schedule as needed to show current conditions. If any update indicates that the previously approved Project construction schedule may not be met, Engineer shall recommend corrective action to Owner.

(e) Consistent with the various bidding and contract documents, coordinate the sequence of construction and assignment of space in areas where contractors are or will be performing

work.

(f) Observe performance of the contractors and recommend courses of action to the Owner when requirements of any contract are not being fulfilled.

(g) Monitor the approved estimate of construction cost for the Project, and show actual costs for activities in progress and estimates for uncompleted tasks by way of comparison with approved estimates. Advise the Owner of any variances between actual and estimated costs.

(h) Review the safety programs developed by each of the contractors solely for purpose of coordinating the safety programs with those of the other contractors. Engineer's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the contractors, subcontractors or others not directly employed by Engineer, including any health or safety programs and precautions required by such construction work. Engineer has no duty to inspect, observe, correct or report on health or safety deficiencies of the contractors.

(i) Schedule and coordinate the sequence of construction by and among the contractors in accordance with the contract documents and the latest approved Project construction schedule. Engineer's responsibility under this subsection shall not extend to direct control over or charge of the means, methods, techniques, sequences and procedures of any contractor necessary for completing all portions of the construction work in accordance with the contract documents and any compliance with applicable laws and regulations.

(j) Maintain at the Project site for Owner one record copy of all contracts, plans, specifications, addenda, change orders, approved shop drawings, approved product data and approved submittals, and other documents in good order prepared in part on the basis of information compiled and furnished by others, and record drawings may not always represent the exact location, type of various components or exact manner in which Project was finally constructed, all of which shall be delivered to Owner upon completion of the Project or upon Owner's request. Engineer is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

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

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

(b) Engineer shall be responsible, in accordance with applicable law, to Owner for all loss or damage to Owner to the extent caused by Engineer's negligent act or omission.

(c) Engineer's professional responsibility shall comply with the generally-accepted standard of care applicable to the type of engineering and architectural and construction management services provided in effect at the time services are rendered and commensurate with the size, scope and nature of the Project.

(d) Engineer shall be completely responsible for the safety of Engineer's employees in the execution of work under this Agreement and shall provide all necessary safety equipment for said employees. Notwithstanding the foregoing, Engineer is not responsible for the health and safety duties of others, including compliance with health or safety programs and precautions.

(e) Engineer acknowledges that, due to the nature of engineering and related

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

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

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

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

2.7 Reserved.

SECTION 3. OWNER'S RESPONSIBILITIES

3.1 Owner shall:

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

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

(c) Provide Engineer with available information pertinent to the Project including any previous reports, studies or data possessed by Owner which relates to design or construction of the Project. Engineer shall rely on information provided without verification unless otherwise agreed to in Appendix A. Owner shall notify of any known or potential health or safety hazards existing at or near the project site.

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

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

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

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

(h) If Engineer's scope of work includes services during construction, Owner will approve acceptable draft language prepared by Engineer for inclusion in Owner's contract with the construction contractor which require the construction contractor to indemnify and hold harmless Engineer, its officers, employees, agents, and consultants against claims, suits, demands, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense, arising out of the performance of the work of the contractor, breach of contract, or willful misconduct of the contractor or its subcontractors, employees, and agents.

Owner will approve acceptable draft language prepared by Engineer for inclusion in Owner's contract with the construction contractor which require (a) the contractor to name Engineer, its directors, officers and employees as additional insureds on the contractor's general liability insurance and/or Owner's and Contractor's Protective policy (OCP), and any builder's risk, or other property insurance purchased by Client or the contractor to protect work in progress or any materials, supplies, or equipment purchased for installation therein; and (b) the contractor to furnish contractor's certificates of insurance evidencing that Engineer, its officers, employees, agents, and consultants are named as additional insureds on contractor's general liability and property insurance applicable to the Project. Contractor's policies shall be primary and any such insurance carried by the Engineer shall be excess and noncontributory. The certificates shall provide that Engineer be given 30 days' written notice prior to any cancellation thereof.

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

SECTION 4. TIME FOR PERFORMANCE.

Engineer's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Appendix A - Scope of Services and Section 1 of this

Agreement.

SECTION 5. PAYMENT.

5.1 Owner will pay to Engineer as full compensation for all services required to be performed by Engineer under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $55,212.80 in the aggregate, and not to exceed those maximum amounts set forth in Appendix B - "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Appendix B as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Appendix B for such phase.

5.2 Engineer shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted with appropriate documentation that such services have been performed and expenses incurred. Thereafter, Owner shall pay Engineer for the amount of the application within 30 days of the date of billing, provided that sufficient documentation has been furnished., With respect to construction phase services, Owner will not be required to pay more than 90% of the maximum amount unless the Engineer's services have been completed to Owner's reasonable satisfaction and all required Engineer submittals have been provided.

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

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

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

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 The Owner reserves the right to terminate this Agreement and Engineer's performance hereunder, at any time upon 10 days written notice, either for cause or for convenience. Upon such termination, Engineer shall cease all work and stop incurring expenses, and shall promptly deliver to the Owner all data, Drawings, Specifications, reports, estimates, calculations, summaries and all other information, and materials as Engineer may have accumulated in performing this Agreement, together with all finished work and work in progress.

6.2 Upon termination of this Agreement for events or reasons not the fault of Engineer, Engineer shall be paid at the rates specified in Appendix B - "Fee Schedule" 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 Owner or Engineer. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in paragraph 5.1 and Appendix B.

6.3 In the event termination of this Agreement or Engineer's services is for breach of this Agreement by Engineer, or for other fault of Engineer including but not limited to any failure to timely proceed with work, or to pay its employees and consultants, or to perform services with that level of care and skill ordinarily exercised by professional Engineers specializing in the design of Sanitary Sewer Outfalls and Sewer Crossing Design or to perform work in a manner deemed satisfactory by Owner's Director of Public Works, then in that event, Engineer's entire right to compensation shall be limited to payment at the rates specified in Appendix B for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

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

SECTION 7. GENERAL PROVISIONS.

7.1 (a) Ownership of Documents. All designs, Drawings, Specifications, technical data, and other documents or instruments procured or produced by the Engineer in the performance of this Agreement ("Work Product") shall be the sole property of the Owner upon payment to Engineer therefore and the Owner is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Engineer agrees that the Owner shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement. In the event Owner uses the designs, Drawings or Specifications provided hereunder for another project independent from Project, without adaptation by Engineer, Owner shall hold harmless and indemnify Engineer from all loss, claims, injury and judgments arising from the use of such designs, Drawings or Specifications for such other project. In no event shall Engineer publish its Work Product developed pursuant to this Agreement except (i) with advance, written consent of Owner, which consent may be granted or withheld in Owner's sole and absolute discretion and (ii) in full compliance with the requirements of this Agreement and applicable federal regulations.

7.2 Insurance and Indemnity.

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

(b) The minimum insurance coverage which Engineer shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation insurance policy shall contain an endorsement waiving subrogation against the Owner.

(ii) Commercial General and Automobile Liability Insurance with limits not less than One Million and No/100 Dollars ($1,000,000.00)per occurrence for personal injury, including but not limited to death and bodily injury, and One Million Five Hundred Thousand and No/100 Dollars ($1,500,000.00) for excess umbrella liability.

(iii) Professional Liability Insurance with coverage of not less than

$1,000,000.00 covering claims arising from the negligent acts, errors or omissions in the services performed by Engineer for Owner under this Agreement. This policy shall provide coverage for all professionals providing services under this Agreement by or through the Engineer, including coverage for Engineer's activities performed in both its engineering and construction manager capacities.

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

7.3 Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the Owner or the Engineer by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the Owner, Attention: Nancy Keller, Wastewater Director, 1300 S. Queens Avenue, Pueblo, Colorado 81007, or to the Engineer at 1300 S. Queens Avenue, Pueblo, Colorado 81007. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.4 Entire Agreement. This instrument contains the entire agreement between the Owner and the Engineer respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the Owner or the Engineer in relation thereto not expressly set forth in this instrument is null and void. In the event of any conflict between any provision of this Agreement and a provision of any Appendix or attachment to this Agreement, the provision in the Appendix or attachment shall control and supersede the conflicting provision in this Agreement.

7.5 Successors and Assigns. This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Engineer may be assigned by him without the written consent of the Owner. Notwithstanding the foregoing, if the authorized scope of work includes construction activities or the oversight of construction, Engineer may, at its discretion and upon notice to Owner, assign all of its contractual rights and obligations with respect to such activities or services to Brown and Caldwell Constructors, its wholly owned affiliate.

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

7.7 Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Any unresolved dispute arising from or concerning any matter relating to this Agreement shall be decided in a state court of competent jurisdiction located in Pueblo, Colorado.

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

7.9 Severability. If any provision of this Agreement, except for Section 2.6, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 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 as of the time of any

such determination this entire Agreement shall be void and terminated pursuant to the provisions of Section 6, without waiving any claims or defenses

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

7.11 Additional Requirements on Federally Funded Contracts. If any of the work to be performed by Engineer under this Agreement is funded in whole or in part with federal funds, then this Agreement shall be construed to include all applicable terms required by the federal assistance agreement and integrated federal regulations. By executing this Agreement, Engineer agrees to be bound by all such mandatory federal requirements. Such requirements shall be provided by Owner and incorporated into individual Agreements as applicable.

7.12 Force Majeure. Neither party shall be responsible for delays caused by circumstances beyond its reasonable control including but not limited to governmental action, statute, ordinance, rule or regulation, strike or other labor troubles, fire, acts of God, or other incidents outside of either party's control that makes performance or acceptance impossible or impractical. The Consultant shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control created from any force majeure event.

SECTION 8. DISPUTES.

8.1 Any unresolved dispute or disagreement between Engineer and Owner arising from or relating to this Agreement or Engineer's services or right to payment hereunder shall be decided in a state court of competent jurisdiction located in Pueblo, Colorado.

SECTION 9. APPENDICES.

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

Appendix A - "Scope of Services" consisting of 8 (eight) pages.
Including 1 Attachments:
Attachment 1 – Project Schedule

Appendix B - "Fee Schedule" consisting of 1 (one) page.
Including Schedule of Personnel and Duties

Appendix C - "Identification of Personnel, Subcontractors and Task Responsibility" consisting of 0 (zero) pages. Refer to Appendix B "Fee Schedule" for this information.

Appendix D - "PERA Questionnaire" consisting of 2 pages.

SECTION 10. ACCESSIBILITY.

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and

construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Engineer therefore, will use his or her best reasonable professional efforts in accordance with applicable standards of care to implement applicable ADA requirements and other federal, state and local laws, rules codes, ordinances and regulations as they apply to the Project. Notwithstanding, unless otherwise specified in the Scope of Services, Owner shall have sole responsibility as between Client and Consultant for compliance with the Americans With Disabilities Act ("ADA") 42 U.S.C. 12101 et. Seq. and the related regulations.

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

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

(b) Engineer shall not:

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

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

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

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

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

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

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

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

(iv) The Engineer is required to comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter referred to as "CDLE") made in the course of an

investigation that CDLE is undertaking pursuant to its authority under §8-17.5-102(5), C.R.S.

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

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

SECTION 12. PERA LIABILITY

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

SECTION 13. Reserved

(Signature page follows)

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By _____
Mayor

Attest: _____
City Clerk

[S E A L]

BROWN AND CALDWELL, INC.
ENGINEER

Name: _____

By Mary Kay Provaznik

Title: Denver Local Leader

BALANCE OF APPROPRIATION EXISTS FOR THIS CONTRACT AND FUNDS ARE AVAILABLE.

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney

APPENDIX A

Brown and Caldwell Proposal for: Dewatering Permit Compliance

Prepared for
City of Pueblo
March 4, 2022

Project Understanding

The City of Pueblo (Pueblo) is preparing for maintenance on their clarifiers at the James R. Dilorio Water Reclamation Facility (WRF). This requires dewatering the surrounding alluvium to lower the groundwater table to prevent the structure from floating and permit work to be conducted with dry conditions in the structure. That section of the Arkansas River is known to have elevated concentrations of selenium for which Pueblo currently has a discharger specific variance (DSV) from Colorado Department of Public Health and Environment (CDPHE) for their discharge from the James R. Dilorio Water Reclamation Facility. Manganese is also elevated in the groundwater in this area. Despite the known elevated concentrations of selenium and manganese, Pueblo is now being required by CDPHE to obtain a dewatering permit to dewater the alluvium and return the water to the Arkansas River nearby. The discharge permit will contain a compliance schedule giving Pueblo time to meet the stream standards for selenium and manganese, which will require treatment. In order to comply with the compliance schedule, a submittal will need to be developed in June 2022 outlining the options available to meet the limitations. In June 2023, another submittal would be formalized detailing the process selected to comply with the limitations.

Pueblo's Objectives

- Identify a feasible and compliant discharge alternative that can be implemented to meet Pueblo's schedule for clarifier maintenance.
- Provide documentation to meet CDPHE's schedule for permitting and discharge compliance.

Pueblo Responsibility

Pueblo will provide Brown and Caldwell (BC) all available and relevant information to aid in the evaluation of potential compliance options. This includes, but is not limited to:

- Water quantity and quality data relevant to the dewatering, both of the groundwater and nearby surface water
- Up to 2 years of the most recent WRF water quantity and quality information Information

BC's Scope of Services

BC will provide assistance to Pueblo, James R. Dilorio Water Reclamation Facility by performing an evaluation of options to support compliance with the dewatering permit.

This Scope of Services includes the following phases:

Phase 100 – Compliance Approaches

Phase 200 - Water Management and Treatment Approach

Phase 300 – Technical Memorandum

Phase 400 – Project Management and Administration

One attachment is also included with this Scope of Services:

Attachment 1 – Project Schedule

BC's Opinion of Probable Costs (Cost Estimate)

BC will develop Class 5 (+100%,-50%) comparitive cost estimates for treatment compliance alternatives which will follow the methodology and guiding principles developed by Association for the Advancement of Cost Estimators International (AACE). Pueblo acknowledges that construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. Pueblo acknowledges that such influences may not be precisely forecasted and are beyond the control of BC and that actual costs incurred may vary substantially from the estimates prepared by BC. BC does not warrant or guarantee the accuracy of construction or development cost estimates. Any costs provided by BC as part of this high-level feasibility study are not a result of full design or evaluation, should not be used for CIP planning purposes, but rather to help comparatively inform the short-list of potentially feasible technologies to pursue further in a future scope of work.

Phase 100 – Compliance Approaches

Objectives

As part of this project, BC will perform an evaluation on several water rights, permitting, and treatment options to support regulatory negotiations and compliance of the dewatering permit for Pueblo with CDPHE.

Task 101: Basis of Design Development

Common to all the compliance approaches below is the development of the basis of design for the dewatered groundwater. BC will schedule a virtual meeting with Pueblo to confirm BC's understanding of the design conditions and define additional conditions necessary for development of the design basis. The virtual meeting will be attended by BC's project manager, biological subject matter expert, selenium/maganese treatment subject matter expert, and project engineer. Additional meetings may be scheduled as needed to support the individual approaches, but will be attended by a smaller team.

Areas to clarify:

a) Water quality information for the dewatered groundwater
    a. Average, maximum, and minimum concentrations
    b. Form of manganese and selenium present
b) Range and duration of flows of the dewatered groundwater
c) Preferred water collection and conveyance method(s)
d) Location of the dewatering wells and locations where the dewatered water will be conveyed to for each approach
e) Objective, preferences and decision criteria

Task 102: Approach 1, Permitting and Treatment

One approach to consider is the opportunity to send the pumped groundwater to the facility or stand alone system for treatment. This approach will need to consider feasibility of treatment, and any modifications to treatment (i.e., addition or alteration of chemicals). Another consideration of this approach is how modifications such as chemical addition or substitution would impact the existing permit or effluent conditions.

BC will conduct an evaluation to determine the effects that sending the dewatering water to the WRF will have on the performance and operation of the WRF. Continued compliance with the WRF's discharge limits will be evaluated assuming the dewatered groundwater is mixed with the WRF's main flow and no modifications to treatment system are made. If it is determined that the WRF would not be capable of maintaining compliance once the groundwater is added to the WRF, treatment process alterations or additions, or stand alone treatment will be considered. BC will select up to three treatment alternatives that appear to be the most viable to perform a detailed alternatives evaluation on. The alternatives considered could be modifications to the existing primary or secondary treatment system or a new tertiary treatment process, or stand alone treatment system. Regardless of the application each of these will need to evaluate the impact on the WRF for both nutrient removal and residuals management.

To conduct the preliminary screening, BC will consider the project specific constraints and a number of factors for each technology, such as: treatment effectiveness, readiness for full-scale implementation, cost to implement, and footprint requirements. We will take advantage of information BC developed for the selenium and sulfate discharge specific variance (DSV) where applicable.

Tasks required for Approach 1 include:

- Identify water quality gaps and sampling and analyses to fill them
- Identify preferred groundwater collection and conveyance system design
- Evaluate hydraulic capacity of WRF, impacts to performance and operations of current biological treatment, modifications required to WRF, estimate Se and Mn concentrations at effluent
- Alternatives to be considered would be as follows: no additional, integrated primary and secondary, tertiary treatment, and stand alont treatment
- Evaluate through modeling and heuristic approaches no additional, or integrated treatment (i.e., chemical addition, or substitution for improved selenium removal) would impact the performance and compliance with NPDES permit, and if additional equipment or process modifications are required
- Evaluate up to three tertiary, or add on treatment of secondary effluent to include:
    - prescribe a system of treatment processes,
    - develop simplified process flow diagrams,
    - determine expected effluent quality,
    - provide preliminary sizes for major equipment,
    - summarize technical advantages and disadvantages, and
    - develop AACE Class 5 (+100%/-50%) comparative total installed, operations and maintenance (O&M), and net present value costs
- Provide testing plan for technology and performance confirmation, if applicable

Task 103: Approach 2, Permitting – Blending with effluent

The second permitting approach to consider would be to blend the pumped groundwater with the effluent to dilute selenium and manganese concentrations before discharge. This approach would likely require conversations with the Water Quality Control Division (WQCD) of CDPHE and research into rules and regulations.

Tasks required for Approach 2 include:

- Identify water quality gaps and sampling and analyses to fill them
- Identify preferred groundwater collection and conveyance system design
- Estimate effluent concentrations for Se, Mn, other regulated parameters
- Discuss with WQCD and research rules and regulations

Task 104: Approach 3, Water Rights – Offset return obligations

A nearby property owner may be interested in using the pumped water to meet their return flow obligations. As BC currently understands this approach, the adjacent property owner would pay for pumping, maintenance, etc., and requests a year-round water supply. BC will need to calculate the path, quantity, and timing of groundwater return flows associated with this method for inclusion in neighbor's plan to understand if use of the pond would be satisfactory to meet obligations. This approach will require coordination and communication with the adjacent property owner to understand their needs better and what Pueblo would be able to provide. Coordination with the Division of Water Resources will be necessary via in-person meetings and a letter to the Division Engineer. The letter to the Division Engineer will explain the return flows, proposed operations, inclusion in neighbor's plan for augmentation, and the operation following completion of Pueblo's maintenance of the clarifiers. This task will include research and review of subject water rights requiring return flow obligations, and potentially impacted water rights in subject reach.

Tasks required for Approach 3 include:

- Identify water quality gaps and sampling and analyses to fill them
- Identify preferred groundwater collection and conveyance system design
- Calculate the path, quantity, and timing of groundwater return flows associated with this method for inclusion in neighbor's plan to understand if use of the pond would be satisfactory to meet obligations
- Coordination with adjacent property owner, Division of Water Resources, research water rights details

Task 105: Approach 4, Water Rights – Meeting return flow needs

The Pueblo Board of Water Works (PBWW) may be able to alter their obligations and use the pumped groundwater to meet return flow obligations. This approach would require collaboration with Pueblo and the PBWW, including developing and presenting a plan to PBWW that may include the construction of a new pond and water rights accounting to show the net effect on the Arkansas River. BC will calculate groundwater return flows, evaporative depletions, and include in a plan for replacement.

Following that conversation and hopeful approval from PBWW, BC would likely engage the Arkansas River Division Engineer. Assuming there would be adepletive component from the ponds that would require replacement, a Substitute Water Supply Plan (SWSP) would need to be developed that would summarize the return flows, depletions and proposed operations. The SWSP could augment depletions for up to 5 years. An augmentation plan might be necessary if depletions extend beyond five years. Coordination via in-person meetings and phone calls with PBWW and the Colorado Division of Water Resources will be required.

Tasks required for Approach 4 include:

- Identify water quality gaps and sampling and analyses to fill them
- Identify preferred groundwater collection and conveyance system design
- Discussions with Pueblo and the PBWW
- Calculate groundwater return flows, evaporative depletions, and include in a plan for replacement
- Develop Substitute Water Supply Plan (SWSP)

Task 106: Approach 5, Treatment – Groundwater Direct Discharge

This approach would treat the dewatered groundwater, separately from the WRF, to comply with the dewatering permit for direct discharge. It is BC's current understanding that the dewatered groundwater would be out of compliance with the COP's dewatering permit for selenium and manganese if discharged directly to surface water without treatment. There are a number of technologies available to treat selenium and manganese. BC will select up to four alternatives that appear to be the most viable to perform a detailed alternatives evaluation on. To conduct this preliminary screening, BC will consider the project specific constraints and a number of factors for each technology, such as: treatment effectiveness, readiness for full-scale implementation, cost to implement, and footprint requirements.

Tasks required for Approach 5 include:

- Identify water quality gaps and sampling and analyses to fill them.
- Identify preferred groundwater collection and conveyance system design.
- Alternatives evaluation, up to four alternatives to include:
    - prescribe a system of treatment processes,
    - develop simplified process flow diagrams,
    - determine expected effluent quality,
    - provide preliminary sizes for major equipment,
    - summarize technical advantages and disadvantages, and
    - develop AACE Class 5 (+100%/-50%) comparative total installed, operations and maintenance (O&M), and net present value costs
- Provide testing plan for technology and performance confirmation for alternatives, if required

Phase 200 Treatability Testing

Task 201: Limited Technology Confirmation Testing

Treatment performance associated with each treatment alternative can be reasonably well predicted through modeling (e.g., Biowin, OLI Stream Analyzer), heuristic approach engineering (e.g., spreadsheet tools applying BC's experience with similar water quality), literature review and with simple small scale testing. BC will develop a testing plan for technology and performance confirmation with small scale testing (e.g., jar testing of chemistry applied to remove selenium and manganese), if required, that will provide a scope to plan and complete tests. Any test plans provided will be included with the technical memorandum provided for the project.

In the event that pilot testing at some scale is required to support the preferred treatment alternative, a separate scope of work will be developed for BC to develop a testing plan for pilot testing of the technology and performance confirmation at larger scale that will outline a scope to plan, procure and complete pilot testing for confirming the basis of design for the full scale system.

Phase 300 – Technical memorandum

Task 301: Draft

BC will summarize findings in a draft technical memorandum (TM) submitted to Pueblo After receiving comments from Pueblo, BC will develop a final TM for submittal.

Task 302: Final

The final TM will be developed from one round of Pueblo comments. The final TM will summarize the results of the aforementioned evaluations, and provide a recommendation of how to best proceed with meeting compliance of the dewatering permit.

Task 303: QA/QC

Implicit to each task listed above has hours allotted for quality control (QC)/technical review. This task includes hours for the client service manager (CSM) to conduct an overall QC of the work, as a whole, to ensure it meets client needs and expectations. Prior to the draft Technical Memorandum (TM), BC will conduct an internal QA/QC review of materials to be submitted. Review will include senior level discipline specific review, plus a technical readability review.

Deliverables

The following deliverables will be provided as part of this project

- BC will provide for review a draft TM summarizing the above evaluations and a recommendation of a path forward
- After incorporating one round of client comments, BC will submit a final TM

Phase 400 – Project Management and Administration

Project Management (PM) will consist of activities necessary to plan, oversee, direct, and manage engineering resources to complete the design, support bid-phase activities, and assist during construction. In addition, PM activities include monthly invoicing and status reporting.

Invoicing will occur monthly and will be prepared and submitted to Pueblo via email in an approved format. Invoices shall include total contract amount, total charges to date, previous billings, outstanding balance, current amount remaining, and total amount due.

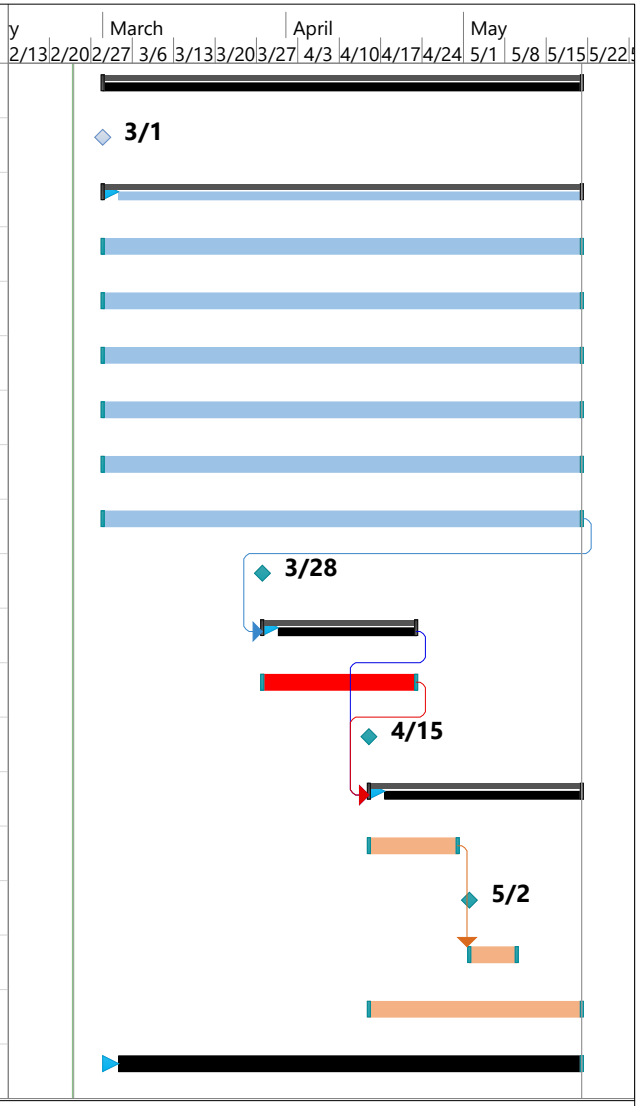
Monthly project status reports will be prepared and submitted to Pueblo along with the monthly invoices. These reports will include summary of services completed since the previous report, current project schedule and budget status, project issues and potential changes, and project schedule updates if changes have been made and agreed upon by Pueblo.

Deliverables:

- Monthly invoices and progress reports
- Comment logs containing substantive QC comments and approved resolutions will be kept and may be made available to Pueblo upon request

ATTACHMENT A

ID	Task Name	Start	Finish
1	**Pueblo Selenium Treatment**	**Tue 3/1/22**	**Fri 5/20/22**
2			
3	**100-Compliance Approaches**	**Tue 3/1/22**	**Fri 5/20/22**
4	101-Basis of Design Development	Tue 3/1/22	Fri 5/20/22
5	102-Approach 1-Permitting/Treatment Back to Headworks	Tue 3/1/22	Fri 5/20/22
6	103-Approach 2-Permitting-Blending with Effluent	Tue 3/1/22	Fri 5/20/22
7	104-Approach 3-Water Rights-Offset Return Obligation	Tue 3/1/22	Fri 5/20/22
8	105-Approach 4-Water Rights-Meeting Return Flow Needs	Tue 3/1/22	Fri 5/20/22
9	106-Approach 5-Treatment-Groundwater Direct Discharge	Tue 3/1/22	Fri 5/20/22
10		Mon 3/28/22	Mon 3/28/22
11	**200-Treatability Testing**	**Mon 3/28/22**	**Fri 4/22/22**
12	201-Limited Technology Confirmation Testing	Mon 3/28/22	Fri 4/22/22
13		Fri 4/15/22	Fri 4/15/22
14	**300-Technical Memorandum**	**Fri 4/15/22**	**Fri 5/20/22**
15	301-Draft	Fri 4/15/22	Fri 4/29/22
16		Mon 5/2/22	Mon 5/2/22
17	302-Final	Mon 5/2/22	Mon 5/9/22
18	303-QA/QC	Fri 4/15/22	Fri 5/20/22
19	**400-Project Management & Administration**	Tue 3/1/22	Fri 5/20/22



Project: Project1
Date: Thu 2/24/22

Task	Inactive Summary	External Tasks
Split	Manual Task	External Milestone
Milestone	Duration-only	Deadline
Summary	Manual Summary Rollup	Progress
Project Summary	Manual Summary	Manual Progress
Inactive Task	Start-only	
Inactive Milestone	Finish-only	

Appendix B: Fee Schedule

APPENDIX B

City of Pueblo Dept of Wastewtr -- Pueblo - Selenium Treatment

Phase	Phase Description	Kepley, Samantha A PM	Rose, Lisa J PA	Neuhart, Andrew J Permitting and Compliance Lead	Kremers, Adam Water Rights Lead	Jimenez, Jose A Process Lead	Regmi, Pusker R Process Lead	Sandy, Arthur T Mn/Se Treatment Lead	Pontarolo, Dominic J Mn/Se Treatment	Perez, Krystal L OLI Support	Tanner, Deanna L Technical Editor	Turner, Scott A Estimator	Short, Jennifer L Accounts Payable	Total Labor Hours	Total Labor Effort	Total Effort
		$143	$101	$214	$214	$240	$196	$240	$163	$240	$143	$184	$101			
100	**Compliance Approaches**	**3**	**0**	**26**	**122**	**58**	**74**	**36**	**126**	**10**	**0**	**20**	**0**	**475**	**$95,783**	**$95,783**
101	Basis of Design Development	3	0	2	2	2	2	2	2	0	0	0	0	**15**	$2,963	**$2,963**
102	App 1-Premit/Treat- Back to HW	0	0	8	0	40	40	4	4	0	0	10	0	**106**	$22,604	**$22,604**
103	App 2-Permit-Blend w/Effluent	0	0	16	0	4	4	0	0	0	0	0	0	**24**	$5,168	**$5,168**
104	App 3-Wtr Rights-Offset Return Ob	0	0	0	40	0	0	0	0	0	0	0	0	**40**	$8,560	**$8,560**
105	App 4-Wtr Rights-Mtg Return Flow	0	0	0	80	8	24	0	0	0	0	0	0	**112**	$23,744	**$23,744**
106	App 5-Treat-GW Direct Discharge	0	0	0	0	4	4	30	120	10	0	10	0	**178**	$32,744	**$32,744**
200	**Treatability Testing**	**4**	**0**	**4**	**0**	**12**	**4**	**4**	**4**	**4**	**4**	**0**	**0**	**40**	**$8,236**	**$8,236**
201	Ltd Tech Confirmation Testing	4	0	4	0	12	4	4	4	4	4	0	0	**40**	$8,236	**$8,236**
300	**Technical Memorandum**	**16**	**0**	**6**	**0**	**0**	**0**	**0**	**0**	**0**	**10**	**0**	**0**	**32**	**$5,002**	**$5,002**
301	Draft	4	0	4	0	0	0	0	0	0	6	0	0	**14**	$2,286	**$2,286**
302	Final	4	0	0	0	0	0	0	0	0	4	0	0	**8**	$1,144	**$1,144**
303	QA/QC	8	0	2	0	0	0	0	0	0	0	0	0	**10**	$1,572	**$1,572**
400	**Project Mgmt and Administration**	**12**	**6**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**6**	**24**	**$2,928**	**$2,928**
****	Default Task	12	6	0	0	0	0	0	0	0	0	0	6	**24**	$2,928	**$2,928**
	GRAND TOTAL	**35**	**6**	**36**	**122**	**70**	**78**	**40**	**130**	**14**	**14**	**20**	**6**	**571**	**$111,949**	**$111,949**

Appendix C: Identification of Personnel, Subcontractors and Task Responsibility

Please refer to Appendix B “Fee Schedule” for this information.

APPENDIX D

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

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

(a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No__X_. *(Must sign below whether you answer "yes" or "no".)*

(b) If you answered "yes" to (a) above, please answer the following question: Are you 1) an individual, 2) sole proprietor or partnership, or 3) a business or company owned or operated by a PERA Retiree or an affiliated party? Yes ____, No____.
If you answered "yes" please state which of the above listed entities (1, 2, or 3) best describes your business:_____.

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

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

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

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

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

Signed _____, 20_____.

By:_____

Name:__Mary Kay Provaznik_____

Title:__Denver Local Leader_____

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

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: March 28, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Director of Public Works

SUBJECT: AN ORDINANCE APPROVING AMENDMENT #1 TO THE INTERGOVERNMENTAL AGREEMENT, BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COUNTY RELATING TO THE USE OF 2016 BALLOT QUESTION 1A CAPITAL IMPROVEMENT PROGRAM PROJECT FUNDING FOR THE EASTSIDE PEDESTRIAN, PARKING AND STREETSCAPE IMPROVEMENTS, BUDGETING AND APPROPRIATING $100,000 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves Amendment #1 to the Intergovernmental Agreement ("IGA"), between Pueblo, a Colorado Municipal Corporation ("City") and Pueblo County relating to the 2016 Ballot Question 1A Capital Improvement Program funds, and budgets and appropriates $100,000.00 for the design phase of the Eastside Pedestrian, Parking and Streetscape Improvements Project.

PREVIOUS COUNCIL ACTION:

Ordinance 9563 dated September 23, 2019, approved an Intergovernmental Agreement between the City of Pueblo and Pueblo County, established Project No. CI1914, and budgeted and appropriated $100,000.00 for the design phase of the Eastside Pedestrian, Parking and Streetscape Improvements Project.

Resolution 14457 dated August 24, 2020, approved an agreement for professional engineering services between the City of Pueblo and Bohannan Huston, Inc., in the amount of $64,530 for the completion of the Mater Plan.

Resolution 14788 dated January 24, 2022, approved amendment #1 to the agreement for professional engineering services between the City of Pueblo and Bohannan Huston, Inc., in the amount of $29,940 for the completion of the Final Design.

BACKGROUND:

The eastside of the City is generally identified as the area of Pueblo east of Fountain Creek, bounded by 1st Street on the south, U.S. Highway 50 Bypass on the east and north, and I-25/Fountain Creek on the west. The planning study identified specific improvements that support pedestrian activity, parking and enhance streetscaping on the Eastside.

The Consultant is currently preparing final design plans according to the improvements identified in the Master Plan. The purpose of Amendment #1 to the Intergovernmental Agreement (IGA) is to accept an additional $100,000 to complete the design of the improvements.

FINANCIAL IMPLICATIONS:

Funding in the amount of $100,000.00 will be available for the remainder of the design phase of the Project. Following the completion of the design phase, funding from the 2016 Ballot Question 1A Capital Improvement Program will provide an additional $800,000.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the Project without the funding from the 2016 Ballot Question 1A Capital Improvement Program Project funds.

RECOMMENDATION:

Approve the Ordinance.

Attachments:
Proposed Ordinance
Proposed Amendment to Intergovernmental Agreement (IGA)

ORDINANCE NO.

AN ORDINANCE APPROVING AMENDMENT #1 TO THE INTERGOVERNMENTAL AGREEMENT, BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COUNTY RELATING TO THE USE OF 2016 BALLOT QUESTION 1A CAPITAL IMPROVEMENT PROGRAM PROJECT FUNDING FOR THE EASTSIDE PEDESTRIAN, PARKING AND STREETSCAPE IMPROVEMENTS, BUDGETING AND APPROPRIATING $100,000 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Amendment #1 to the Intergovernmental Agreement, between Pueblo, a Colorado Municipal Corporation, and Pueblo County, a copy of which is attached hereto ("Amendment"), having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Funds in the amount of $100,000.00 shall be budgeted and appropriated to the Eastside Pedestrian, Parking and Streetscape Improvements Project, CI1914.

SECTION 3.

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

SECTION 4.

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

SECTION 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

AMENDMENT TO THE INTERGOVERNMENAL AGREEMENT

THIS AMENDMENT is entered and is effective this ____ day of March 2022, ("Effective Date") between Pueblo County, a political subdivision of the State of Colorado, ("County") and the City of Pueblo, a Colorado municipal corporation and a home-rule municipality ("City"), (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into an Intergovernmental Agreement dated October 17, 2019 (the "Agreement") whereby the County agreed to provide funding to the City of Pueblo from Pueblo County's 2016 Ballot Question IA Capital Improvement Program for construction improvements to the City of Pueblo East Side Pedestrian Parking and Streetscape Improvements Project (" Project"); and

WHEREAS, the City of Pueblo has requested additional funding in the amount of $89,855.00 to complete the engineering and design work including construction and bid documents ("Design Phase") for the Project and a time extension of the Agreement; and

WHEREAS, the County agrees to grant the additional funding for completing the Design Phase only and a time extension through December 31, 2022; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises contained herein, the sufficiency of which is acknowledged, the Parties agree to amend the Intergovernmental Agreement as follows:

1. The County agrees to provide the City with additional funding in the amount of $89,855.00 to complete the Design Phase, which amount is in addition to the $100,000 provided to City under Section 1.1 of the Agreement. City shall submit quarterly invoices with respect to such work to County, and County shall timely reimburse and pay City the amount of such invoices. The Design Phase should be completed on or before June 30, 2022; provided, however, invoices may be submitted to County prior to the termination of the Agreement (December 31, 2022).

2. Section 2. **TERM AND TERMINATION** is amended to read as follows:

   The term of this Agreement shall begin on the Effective Date and, unless sooner terminated as provided herein, it will terminate on December 31, 2022.

3. Except as is expressly set forth in this Amendment, all of the terms and conditions of the original Intergovernmental Agreement shall remain in full force and effect and shall continue to bind the parties in accordance with the express terms thereof.

IN WITNESS WHEREOF, the Parties have entered into this Amendment to the Intergovernmental Agreement and is effective as of on the above referenced date.

ATTEST:

By: _____
Clerk to the Board

COUNTY OF PUEBLO

By:_____
Chair, Board of County Commissioners

Date: _____

ATTEST:

By: _____
City Clerk

[S E A L]

CITY OF PUEBLO

By: _____
Mayor
Nicholas A. Gradisar

Date: _____

APPROVED AS TO FORM:

By: _____
County Attorney
Cynthia Mitchell

APPROVED AS TO FORM:

By: _____
City Attorney
Daniel C. Kogovsek

U:\1A\IGA\AMENDMENT TO IGA CITY OF PUEBLO-EASTSIDE.DOCX

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: March 28, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Director of Public Works

SUBJECT: AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION AND BIF IV INTREPID OPCO, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND GRANTING SAID ENTITY A CITY TELECOMMUNICATIONS LICENSE

SUMMARY:

The Ordinance will approve a license agreement with BIF IV Intrepid Opco, LLC, a Delaware limited liability company ("Intrepid Fiber") which grants it a nonexclusive license to place telecommunications cable and ancillary facilities within the streets and right of ways of the City in order that the company may operate within the City as a telecommunications provider. The license agreement preserves, to the extent permitted under existing laws, the City's authority to manage its streets and rights of way for the benefit of the public without discrimination among telecommunications providers.

PREVIOUS COUNCIL ACTION:

The City has previously approved identical or substantially similar license agreements with other qualifying telecommunication providers in the past.

BACKGROUND:

Intrepid Fiber is a provider of fiber telecommunications infrastructure in markets across the United States. As a qualified telecommunications service provider, Intrepid Fiber has requested a telecommunications license from the City of Pueblo and envisions the installation of an "open access" fiber network within the City.

FINANCIAL IMPLICATIONS:

Intrepid Fiber and its customers will pay the City applicable sales and use taxes, E911 fees and occupation taxes.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Pursuant to federal and state law, the City is prohibited from discriminating among or granting preferences to competing telecommunication providers in the issuance of licenses and from creating or erecting any unreasonable requirements for entry to the City right of way. As such, the City's alternatives are limited to proposing amendments to the proposed license agreement that are consistent with the foregoing limitations.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
License Agreement

ORDINANCE NO. _____

AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION AND BIF IV INTREPID OPCO, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND GRANTING SAID ENTITY A CITY TELECOMMUNICATIONS LICENSE

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

SECTION 1.

The License Agreement between the City of Pueblo, a municipal corporation and BIF IV Intrepid Opco, LLC, a Delaware Limited Liability Company, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

LICENSE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20__, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and BIF IV Intrepid Opco, LLC, a Delaware limited liability company, (hereinafter referred to as "Licensee").

WITNESSETH:

WHEREAS, City is a Colorado home rule city organized and existing under and by virtue of Article XX of the Colorado Constitution and possesses plenary power and authority over the use and occupation of the public rights of way within its corporate boundaries; and

WHEREAS, Licensee represents and warrants: (a) that it is a Telecommunications Provider" as that term is defined in Section 7 of Article I; and (b) that it operates within the geographical boundaries of the City of Pueblo; and

WHEREAS, the State Public Utilities Commission of the State of Colorado granted Licensee a Certificate of Public Convenience and Necessity to provide Part IV services on a statewide basis in Decision No. C22-0148 issued in Proceeding No. 22A-0060T; and

WHEREAS, Licensee provides or will provide its Telecommunications Services to customers over a network owned, controlled, or leased by Licensee which lines are authorized pursuant to franchise, license agreement or revocable permit; and

WHEREAS, Licensee may wish to install Facilities upon or within certain public rights of way within the corporate boundaries of the City in order to provide Telecommunications Services; and

WHEREAS, City is authorized under the constitution and laws of the State of Colorado to grant consent to Telecommunications Providers to occupy the public rights of way for such purposes; provided, however, the same shall not be nor constitute the granting of a local franchise under Article 16 of the City's Charter nor shall same ever become or ripen into any franchise; and

WHEREAS, the City and Licensee have agreed to be bound by the terms and conditions set forth herein which shall govern Licensee's use of the public rights of way;

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

ARTICLE I - DEFINITIONS

As used in this License Agreement, the following terms, phrases, and words shall be ascribed the following meanings, unless the context indicates otherwise. As used in this License Agreement, the word "shall" is mandatory, and the word "may" is permissive. Words not defined

herein shall be given their common and ordinary meanings, consistent with the context in which such words are used and the purposes of this License Agreement.

1. "Telecommunications Act" shall mean the Telecommunications Act of 1996 (47 U.S.C. §151, et seq.), as amended.

2. (a) "Facilities" means all physical components of the Licensee used to provide Telecommunications Services which are located, or to become located pursuant to this License Agreement, within the City and are reasonably necessary, useful or convenient to provide Telecommunications Services within the territorial boundaries of the City, including without limitation, poles, wires, cables, pipes, underground conduits, ducts, manholes, vaults, fiber optic cables and devices, switches, equipment boxes and sheds and other structures and appurtenances. This term shall also include any Facilities which were installed under the any prior License Agreement between the City and Licensee.

(b) "Leased Facilities" means all physical components used by Licensee to provide Telecommunications Services which are leased to Licensee by third parties who are authorized by separate instruments to maintain same within Rights of Way within the City.

3. "Account" shall mean each telephone or telecommunications access line or twisted pair equivalent provided by or on behalf of Licensee, if Licensee provides any type of local exchange service, at a customer's premises over which the customer may send or receive any telephone, telegraph, fax, data, video or other similar telecommunications signals; except that "Account" shall not include any customer line used solely for receipt of cable television programming. Provision of a T1 or DS1 line furnished by Licensee to a customer which is connected to switched access service or local exchange service shall be counted as twenty-four (24) accounts; provision of a T3/DS3 shall be counted as six hundred seventy-two (672) accounts.

4. "Jurisdiction" shall mean (a) within the corporate boundaries of the City of Pueblo as now or hereafter constituted, (b) at, upon, under or across the Pueblo Municipal Airport ("Airport") and Pueblo Municipal Airport Industrial Park ("Industrial Park"), and (c) all highways, streets, roads and other rights of way between and connecting the City of Pueblo and the Airport and/or Industrial Park where Facilities are located.

5. "Rights of Way" shall mean City streets, roads, alleys, sidewalk areas and other dedicated rights of way within the Jurisdiction, together with dedicated utility easements within the Jurisdiction and easements deeded to the City for utility purposes, and including state highways and highways which are part of the federal interstate highway system. The term shall not include any other property owned or leased by the City for other public use including, without limitation, City parks and open space.

6. "PMC" shall mean the Pueblo Municipal Code, as amended, and as same may be amended in the future.

7. "Telecommunications Provider" shall (1) have the meaning as that term is defined under Colorado and federal law, including but not limited to § 38-5.5-102(3), C.R.S. and 47 U.S.C. § 153(51) and (2) also include, solely for the purposes of this Agreement, the term "broadband provider" as that term is defined in § 38-5.5-102(1.3), C.R.S., except that for purposes of this Agreement this term shall not include a cable operator.

8. "Telecommunications Services" shall (1) have the meaning as that term is defined under Colorado and federal law, including but not limited to 47 U.S.C. § 153(53) and (2) also include, solely for the purposes of this Agreement, the term "broadband service" as that term is defined in § 38-5.5-102(1), C.R.S., except that for purposes of this Agreement this term shall not include cable services.

9. "Wireless Communications Facility" or "WCF" means a facility used to provide personal wireless services as defined at 47 U.S.C. Section 332 (c)(7)(C); or wireless information services provided to the public or to such classes of users as to be effectively available directly to the public via licensed or unlicensed frequencies; or wireless utility monitoring and control services.

ARTICLE II - CONDITIONAL CONSENT GRANTED

1. Subject to Licensee's compliance at all times with all of the terms and conditions of this License Agreement, all of the ordinances referenced herein, all applicable local, state and federal laws, and further subject to the City's lawful exercise of its police power (including, but not limited to, zoning, subdivision, permit and building code requirements) and the City's prior and superior right to usage for municipal purposes, City hereby grants to Licensee, insofar as it has or may have the requisite power and authority to do so, a non-exclusive license to make reasonable use of the Rights of Way to construct, install, operate and maintain Licensee's Facilities within the City to and for the benefit of the City and the inhabitants of the City; provided, however, that with respect to state highways, Licensee must separately obtain consent from the Colorado Department of Transportation. This license shall extend to all areas of the City as it is now constituted, and to additional areas as the City may increase in size by annexation or otherwise.

2. The license granted herein to make reasonable use of the Rights of Way shall not be deemed to be a franchise, nor an exclusive license or right, and the City reserves the right to make or grant a similar use of the Rights of Way to any other person or persons, including one or more other Telecommunications Providers.

3. The City retains the following rights in regard to this license:

(a) To revoke the license and consent hereby granted for misuse, non-use or failure of Licensee to comply with the provisions hereof;

(b) To use, control and regulate the use of the City streets, roads, easements, other public places and the Rights of Way, and the space above and beneath the same; and

(c) To require the removal or relocation of any of the Facilities from the Rights of Way if necessary or desirable, in the sole but reasonable judgment of the City, for any public or municipal purpose or project.

4. The license granted herein to make reasonable use of the Rights of Way shall not be deemed to grant authorization to construct or operate Wireless Communications Facilities. Authorization to utilize the Rights of Way for Wireless Communications Facilities must be obtained through separate authorization specifically permitting the use of the Rights of Way for Wireless Communications Facilities.

ARTICLE III - SCOPE

The license and consent granted by this License Agreement confers only the right to make reasonable use of the Rights of Way for Licensee's provision of Telecommunications Services, and it is expressly understood and agreed to by Licensee that Licensee shall not operate a private telecommunications network, Wireless Communications Facilities, nor operate as a "cable operator" as that term is defined under federal law (47 U.S.C. §522(5)), nor shall it provide or offer to provide "cable services" as that term as defined under federal law (47 U.S.C. §522(6)), without proper local, state and federal authorization, as required by law.

ARTICLE IV - OCCUPATION TAX & E911 SURCHARGES

1. To the extent Licensee operates as a local exchange provider, as defined by §40-15-102(18), C.R.S. and/or as an interexchange provider, as defined by §40-15-102(11), C.R.S the following provisions shall apply:

(a) Licensee understands and acknowledges that City had heretofore adopted Ordinance No. 4267 in December 1976 imposing upon all telecommunications utilities operating within the City, and effective January 1, 1977, an occupation tax as stated in said Ordinance. In its provision of local exchange services, whether directly or through resale, Licensee agrees to be bound by and comply with said Ordinance, including payment of the tax in an amount equal to $6.00 per annum for each Account, payable quarterly in equal installments. In providing local exchange services, Licensee hereby expressly agrees that it is and constitutes a telephone utility within the meaning of Ordinance No. 4267 and Licensee irrevocably waives and relinquishes any right it has or may have to claim or assert that said Ordinance is invalid under law or should not be applied to Licensee, including, without limitation, any claim that said Ordinance violates any provision of state law or the Telecommunications Act.

(b) The City has by Ordinance No. 9864 imposed an emergency telephone

charge ("E911 Charge") of one dollar seventy-two cents ($1.72) per month per exchange access facility, wireless communications access and interconnected voice-over-internet-protocol service provided within the Jurisdiction, as authorized by §29-11-100.5, et seq., C.R.S. Licensee agrees to collect the E911 Charge from its customers and promptly remit same monthly to City as provided by §29-11-103(1), C.R.S.

ARTICLE V - SALES AND USE TAXES

1. Licensee agrees to obtain a sales and use tax license from the City and to comply with all provisions of Title XIV of the Pueblo Municipal Code relating to sales and use taxes.

2. Licensee acknowledges and agrees that to the extent Licensee sells telecommunications services to customers within the City, including the provision of interstate telephone access service and interlata access service, such service is taxable by City pursuant to §14-4-61(3), PMC, and Licensee shall collect such taxes from its customers and promptly remit same to the City in accordance with Title XIV, PMC.

ARTICLE VI - USE OF RIGHTS OF WAY

1. Facilities shall be located, installed and maintained so that none of the Facilities endanger the lives, health or safety of persons, or interfere with any public improvements the City or other governmental entities (including any storm water, sanitary sewer or water utilities or enterprises) have in place or may deem proper to make, nor shall the location, installation or maintenance of the Facilities hinder or obstruct the use of the streets or other public ways for their public purposes, including but not limited to vehicular and pedestrian traffic. All Facilities shall be so located as to cause minimum interference with the rights and reasonable convenience of property owners of property which adjoins any Right of Way.

2. Prior to commencement of construction of any portion of its telecommunications system within the City (other than Leased Facilities), Licensee shall furnish to the City the general schematic plans for its Facilities, including system route maps, renderings of equipment boxes and structures, engineering, traffic control, and landscaping plans. In addition, the Licensee shall assess and report on the impact of its proposed construction on the City environment. Such plans and reports may be reviewed by the City to ensure, (a) that all applicable laws including building and zoning codes and air and water pollution regulations are complied with, (b) that aesthetic and good planning principles have been given due consideration, and (c) that adverse impact on the environment has been minimized. The Licensee shall comply with all regulatory requirements of the City lawfully binding on the Licensee and shall incorporate all other reasonable changes to its plans requested by the City.

3. Not less than thirty (30) days prior to construction of any Facilities within the Rights of Way at any specific location, Licensee shall furnish the City's Director of Public Works with detailed plans for such Facilities including detailed location drawings and final architectural,

engineering, traffic control and landscaping plans. Prior to commencing construction, Licensee shall: (a) obtain written approval of the Director of Public Works of the construction plans, (b) procure appropriate excavation permits pursuant to Chapter 6 of Title XII, PMC, and permits required by Chapter 3 of Title XII, PMC, or permits required pursuant to any similar ordinance adopted by City in the future, (c) pay all fees associated with such permits, and (d) comply with all requirements of said Chapters 3 and 6 of Title XII, the terms of said permits, and the City's Standard Construction Specifications and Standard Details adopted March 28, 2005 or as subsequently revised.

4. All construction, excavation, maintenance and repair work done by Licensee shall be done in a workmanlike and expeditious manner which minimizes the inconvenience to the City, the general public and individuals. Licensee shall be liable for any damage to the City or City owned property caused by Licensee's failure to act in a timely manner. All such construction, excavation, maintenance and repair work done by Licensee shall comply with all applicable codes of the City and the State of Colorado, and Licensee shall be responsible for obtaining all applicable permits and licenses. The City shall have the right to inspect all construction or excavation work to ensure compliance with applicable codes and permits, and may order Licensee to perform corrective work. All public and private property disturbed by Licensee's activities shall be promptly restored by Licensee at its expense to substantially its former condition, subject to inspection by the City's Director of Public Works or their designee and compliance by Licensee with reasonable remedial action required by said official pursuant to the inspection. Licensee shall be liable to City for the full cost of restoring any public property not promptly remedied by Licensee as required by said official.

5. The installation, maintenance, renovation and replacement of Facilities by Licensee shall be subject to regulation by City including as to (a) the location of Facilities in or upon the streets, alleys and dedicated easements, (b) the disturbance and reconstruction of pavement, sidewalks, and surface of streets, alleys, dedicated easements and driveways, (c) the timing and scheduling of work, and (d) the temporary closure of portions of streets and alleys. All Facilities shall be designed and installed so as to cause a minimal amount of interference with public property, water mains, sewer mains, electric and natural gas facilities, street lights, traffic signals, and all other municipal or authorized public use of the Rights of Way. The City's Director of Public Works may direct and require Licensee to locate its Facilities within a defined telecommunications corridor within any street or other Right of Way or otherwise at a specific location to minimize interference with other facilities or utilities. Licensee shall install and maintain its Facilities in such manner as to minimize interference with trees, natural features and vegetation. Whenever feasible, Licensee shall enter into pole-sharing and conduit-sharing agreements with third parties in order to co-locate its wires and cables upon poles or within conduit of other Telecommunications Providers or utilities.

6. Licensee shall, upon reasonable notice and at its sole cost and expense, remove, locate and relocate its Facilities in, on, over or under any Rights of Way in such manner as City may at any time require for the purpose of facilitating the construction, reconstruction,

maintenance, repair, or change in grade of any street, sidewalk, public improvement or City project, or for the purpose of promoting the efficient operation of any such public improvement or project, or for the purpose of facilitating the vacation and/or redevelopment of Right of Way by the City. In the event Licensee fails to act within a reasonably allocated time, the City may cause Licensee's Facilities to be relocated, and Licensee shall be liable to City for the costs thereof. In the event City causes Licensee's Facilities to be relocated, City shall be held harmless for any damages incurred to Licensee's Facilities during such relocation.

7. Except where specifically authorized by the Director of Public Works of the City, all of Licensee's Facilities located within Rights of Way shall be located underground. In locations where wires or cables of franchisees of City or of authorized local exchange carriers are presently located above-ground, the Director of Public Works will allow Licensee's Facilities to also be located above-ground unless he has specific reasons for not allowing above-ground installation at such location. Thereafter, and notwithstanding that any such authorization had been given, should the City subsequently determine for any area of the City that telephone or telecommunications wires, cable television cables or electric utility wires located above ground shall be relocated underground, Licensee shall, upon reasonable notice, at its sole cost and expense, relocate its Facilities below ground in cooperation with other affected interests. In the event Licensee fails to act within a reasonable allocated time the City may cause Licensee's Facilities to be relocated, and Licensee shall be liable to City for the costs thereof. In the event City causes Licensee's Facilities to be relocated, City shall be held harmless for any damages incurred to Licensee's Facilities during such relocation.

8. After execution of this Agreement, Licensee shall join and associate with the notification association of owners and operators of underground facilities in accordance with the requirements of Article 1.5 of Title 9, Colorado Revised Statutes. Prior to undertaking any excavation within the Rights of Way, Licensee shall comply with the notice requirements of said Article.

ARTICLE VII - ADDITIONAL CITY REGULATION

1. The City expressly reserves its right and duty to adopt, from time to time, in addition to the provisions herein contained, such charter provisions, ordinances and rules and regulations as may be deemed necessary by the City to promote the health, safety and welfare of its inhabitants and their property.

2. Notwithstanding anything in this License Agreement to the contrary, Licensee acknowledges that City is planning to develop a new telecommunications policy which will be implemented through one or more ordinances or resolutions to be adopted by City Council of City, and/or through regulations to be adopted by Departments of the City. Licensee agrees that upon adoption of any such policy or regulations after the date of this License Agreement, this License Agreement or any provision thereof may be unilaterally revoked or canceled by City without cause and replaced with new terms and conditions which shall be made equally applicable within each

class of Telecommunications Provider operating within the City.

3. If, during the term of this License Agreement, the City is authorized pursuant to Colorado Law to collect compensation for use of the Rights of Way by Telecommunications Providers and the City enacts an ordinance concerning the use of Rights of Way which requires compensation for the use of the Rights of Way from any class of Telecommunications Providers on a competitively neutral and nondiscriminatory basis within such class, then Licensee shall, in accordance with the terms of such ordinance, pay such compensation.

ARTICLE VIII - COORDINATION AND CONDUIT/POLE SHARING

1. In order to minimize disruption to vehicular traffic and inconvenience to the public, and to enable the limited width of Rights of Way to be apportioned among all utilities, Telecommunications Providers and other interests needing to locate or maintain facilities in the Rights of Way for the benefit of the public, it is imperative that pole sharing and conduit sharing be encouraged to the greatest extent possible. In furtherance of such purposes, Licensee agrees that it shall reasonably cooperate with City, authorized utilities and other local exchange carriers in placing conduit within the Rights of Way and in sharing unused space within underground conduits owned by Licensee, and upon poles or other above ground facilities owned by Licensee.

2. Whenever the Licensee intends to install new underground conduit or replace existing underground conduit in a build greater than 500 feet in length, Licensee shall, whenever feasible, provide City and all utilities, cable television franchisees, authorized Telecommunications Providers, and local exchange carriers authorized to use the Rights of Way, with sixty (60) days advance written notice in order to permit the additional contemporaneous installation of conduit by City, and such utilities, cable television franchisees, authorized Telecommunications Providers, and local exchange carriers. If City desires additional conduit installed, it will so notify the Licensee and the City shall be responsible for the additional incremental expense for installing such additional conduit. If a utility, cable television franchisee, authorized Telecommunications Provider, or local exchange carrier desires additional conduit installed, it will so notify the Licensee in writing at least ten (10) days prior to the proposed construction date, and such party requesting the additional conduit shall be responsible for a pro-rata expense for installing such additional conduit. This section is intended to maximize the coordination of facilities located within rights of way, and is not intended to govern routine connections of customers to installed network not involving significant line extension nor other excavations of limited scope.

3. Notwithstanding anything to the contrary in paragraph 2 of this Article, in order to minimize disruption to the public and enable use of the public rights of way for public purposes, in connection with any installation of underground conduit by Licensee, City may request Licensee to install one additional conduit for exclusive use by City for public and municipal purposes. In any such case, Licensee shall install the conduit as requested and the City shall reimburse Licensee only for the cost of the conduit and associated handholes and pull boxes for the conduit, and for

the additional incremental expense for installing such additional conduit, handholes and pullboxes.

ARTICLE IX - INDEMNIFICATION

1. Licensee shall install, construct, maintain and operate its telecommunications system in a safe manner providing reasonable protection against injury or damage to any and all persons or property. Licensee specifically agrees to indemnify, defend and hold City harmless from all claims, costs, demands, suits, reasonable expert witness and attorneys' fees, court costs, and other reasonable costs of defense and judgments to the extent the same arise from, in whole or in part, Licensee's negligent acts or omissions of failure to comply with the provisions of this License Agreement, and from all damages or penalties to the extent arising out of the installation, construction, operation, or maintenance of Licensee's telecommunications system, whether or not any act or omission complained of is authorized, allowed, or prohibited by this License Agreement, except to the extent such damages or penalties result from the negligent acts or omissions or intentional or willful and wanton misconduct of the City. City shall not be liable for, and Licensee shall indemnify, defend and hold the City harmless from all costs, damages and claims to the extent arising from or relating to delay by Licensee in performing its obligations hereunder, for any cause whatsoever, except for the negligent acts or omissions or intentional or willful and wanton misconduct of the City, other users of the Rights of Way, or a force majeure event. Licensee shall have sole control over the defense, investigation and settlement of any such claims, however, Licensee shall not enter into any compromise or settlement which imposes any obligation or liability on the City without the prior written consent of the City. In the event Licensee fails to timely assume the defense of any such claim which has been properly and promptly tendered to License. Licensee also hereby agrees to pay all reasonable expenses of the City incurred by the City in defending itself with regard to any such damages, claims or penalties, including all out-of-pocket expenses, reasonable attorney' fees, and the reasonable value of any services rendered by the City Attorney, his assistants, or any employees of the City (collectively "Expenses"), but shall not be required to pay for any Expenses that are in excess of any settlement or compromise which was rejected by the City.

2. The City will provide notice to the Licensee of the pendency of any claim or action against the City arising out of the operations of the Licensee, the exercise by the Licensee of its rights under this License Agreement or the performance thereof by the Licensee. The Licensee shall thereafter be required to appear and defend any such claim or action. Nothing herein stated shall limit the Licensee's obligation of full indemnification of the City hereunder.

ARTICLE X - INSURANCE

Prior to commencement of any installation of Facilities under this License Agreement, Licensee shall procure and thereafter continuously maintain, for as long as this License Agreement remains in effect, at Licensee's expense, Commercial General Liability ("CGL") insurance written on ISO form CG 00 01 01 96, or a substitute form providing equivalent coverage, with a limit of not less than $2 Million per occurrence, covering liability arising from premises, operations,

independent contractors, personal injury, products completed operations, and liability assumed under an insured contract, on an occurrence basis. Under the terms of the required CGL policy, this License Agreement shall be defined as an insured contract. The policy shall identify the City as an additional insured, shall contain a waiver of right of subrogation against City and shall have all necessary endorsements to provide coverage without exclusion for explosion, collapse and underground property damage hazards. A certificate of insurance shall be filed with the City's Director of Finance prior to commencement of installation of Facilities, which evidences compliance with the policy requirements stated above and provides for thirty (30) days prior written notice to City prior to cancellation or material change of any insurance referred to therein. In the event the certificate states that it confers no rights upon the certificate holder, the City may require Licensee to furnish a complete copy of the policy including all declarations and endorsements.

ARTICLE XI - TERM

Unless sooner terminated as provided herein, the term of this License Agreement shall be for a period of five (5) years from and after the date of the Agreement. The Parties may mutually agree in writing to renew this Agreement at expiration of the initial term.

ARTICLE XII - REMEDIES, TERMINATION, REMOVAL

1. In the event of any breach of the terms of this License Agreement by Licensee, City shall have the right to obtain one or more of the following remedies, which are expressly agreed to be cumulative, and the exercise of any one (1) or more of them shall not be dependent upon the exercise of any other remedy, nor does the exercise of any one or more of them constitute any bar or limitation to the exercise of any other: (a) specific performance or injunctive relief, (b) monetary damages, and (c) termination. In the event City is required to commence an action to enforce its rights under this License Agreement or to obtain remedies provided above and the party which substantially prevails therein, shall be entitled to recover its costs, including reasonable attorneys' fees and expert witness fees.

2. Before terminating the License Agreement for cause on account of any default by Licensee, City shall provide Licensee with written notice of the default and afford Licensee a reasonable period in which to cure the default.

3. In the event Licensee abandons the telecommunications system installed under the terms of this License Agreement or a certain part thereof or fails to use it for a period of one (1) year, or in the event the term of this License Agreement expires, or the Agreement is terminated or is canceled for any reason, then Licensee shall remove its telecommunications system, or the abandoned portions thereof in the case of a partial abandonment, at its expense. As an alternative to removal, if mutually agreed to by Licensee and the City, the ownership of the telecommunications system (or abandoned portions) may be transferred to the City, in which event, all obligations and liabilities of Licensee under this Agreement in connection with the portion of

the telecommunications system so transferred to the City shall terminate.

4. Licensee may cancel this Agreement at any time, as described below, upon ninety (90) days' written notice to the City, subject to the indemnification requirements of this Agreement, the removal provisions set forth in Section 3 above, and any other provisions that survive the termination of this Agreement.

ARTICLE XIII - NOTICES

Except as otherwise provided herein, notice under this License Agreement shall be deemed sufficient if provided in writing and mailed by US certified mail, return receipt requested or delivered by a nationally recognized courier, and shall be deemed effective upon actual receipt or refusal of delivery, and shall be addressed to the respective party as follows:

If to the City:	Mayor 1 City Hall Pl. Pueblo, CO 81003
with a copy to:	Director of Public Works 211 E. "D" Street Pueblo, CO 81003
If to Licensee:	BIF IV Intrepid Opc, LLC Brookfield Place 250 Vesey Street New York, NY 10281-1023
With a copies to:	Jack Waters CEO, Intrepid Fiber E-mail: jack.waters@intrepidfiber.com and Patrick Hildebrand Business Development Lead, Intrepid Fiber E-mail: patrick.hildebrand@intrepidfiber.com

ARTICLE XIV - EFFECT OF MORE FAVORABLE LICENSE AGREEMENTS

In the event that any wireline Telecommunications Provider offering Telecommunications Services , other than cable services, for a fee to the public, or to such classes of users as to be effectively available to the public is granted consent to use the City's Rights of Way pursuant to terms and conditions which, if applied to Licensee, would be more favorable than those included

herein, Licensee shall notify City of such terms and conditions and Licensee shall have the option to renegotiate with City with respect to such terms and conditions.

ARTICLE XV - SUCCESSORS AND ASSIGNS

This License Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. No provision of this License Agreement shall confer rights or benefits upon any person not a party hereto.

ARTICLE XVI - SIGNATURES

The persons signing this License Agreement on behalf of Licensee represent and warrant that such persons and Licensee have the requisite power and authority to enter into, execute and deliver this License Agreement and that this License Agreement is a valid and legally binding obligation of Licensee enforceable against Licensee in accordance with its terms. This License Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of such components together shall constitute one and the same instrument.

ARTICLE XVII - FORCE MAJEURE

Neither party shall be liable for its failure to perform any of its obligations hereunder if such failure is caused by an Act of God, labor strike, fire, earthquake, power blackouts, pandemics, epidemics, or any other cause beyond its reasonable control and without its fault or negligence.

ARTICLE XVIII - LAWS GOVERNING/VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and applicable federal law. Venue for any proceeding brought pursuant to this Agreement shall be in the District Court located in Pueblo County, Colorado.

ARTICLE XIX - COUNTERPARTS; ELECTRONIC DISPOSITION

This Agreement may be executed in multiple counterparts, each of which constitutes an original hereof. Regardless of the number of counterparts, all shall constitute only one agreement. In making proof of this Agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all parties. Furthermore, the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.

ARTICLE XX - PUBLIC DISCLOSURE

The Licensee acknowledges that this Agreement is public record within the meaning of the Colorado Open Records Act, C.R.S. § 24-72-200.1 *et seq*. as same may be amended, and accordingly may be disclosed to the public.

ARTICLE XXI - AMENDMENT

This Agreement may not be amended except pursuant to a written instrument signed by both parties.

ARTICLE XXII - OTHER RIGHTS OF WAY USERS

The parties understand and agree that the Licensor permits other persons and entities to install utility facilities in the public Rights of Way. In permitting such work to be done by others, the Licensor shall not be liable to Company for any damage caused by those persons or entities.

ARTICLE XXIII - ENTIRE AGREEMENT

This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior oral negotiations between the parties, and can be amended, supplemented, modified or changed only by an agreement in writing which makes specific reference to this Agreement and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought.

[*Remainder of Page Intentionally Left Blank – Signature Page Follows*]

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

CITY OF PUEBLO,
A Municipal Corporation

ATTEST:

By _____
Mayor

City Clerk

[SEAL]

LICENSEE:

ATTEST:

_____

By _____

Title:_____

Title:_____

City Clerk's Office Item # N-4

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: March 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 THE VILLA BELLA, PLANNED UNIT DEVELOPMENT GUIDE

SUMMARY:

The applicant is requesting to amend Villa Bella Planned Unit Development (PUD) Guide by adding definitions of double frontage and through lots, reducing the rear yard setback for single family attached homes, and requiring that residential subdivision plats include language that restricts access on lots that front two parallel streets.

PREVIOUS COUNCIL ACTION:

City Council approved the Villa Bella PUD by Ordinance No. 7729 on January 28, 2008.
City Council approved modifications to Villa Bella PUD by Ordinance No. 9938 on May 24, 2021.

BACKGROUND:

This Ordinance will approve a second amendment to the Villa Bella PUD Zone District Development Guide. The proposed amendment will add definitions for double frontage and through lots, reduce the rear yard setback for single family attached homes, and require that residential subdivision plats include language that restricts access on lots that front two parallel streets. The current standard in the PUD requires double frontage and through lots to maintain two front lot setbacks of 18 feet that unduly reduces the buildable area of a lot instead of designating a front lot and a rear lot by way of a plat note that identifies the street where access will be provided. In addition, this amendment also reduces the rear setback distance from 15 feet to 10 feet for single family attached homes. The 10-foot rear setback would become the same as the rear setback for single family detached homes.

Other previous PUD amendments include the following:

December 12, 2007, the Planning and Zoning Commission recommended approval of the Villa Bella PUD and rezoning. City Council approved The Villa Bella PUD zoning and development guide was originally approved by City Council on January 28, 2008.The PUD provides general design standards for the property.

On January 25, 2017, the Thunder Village Urban Design Plan was approved by the Planning Zoning Commission, which established additional development design guidelines for portions of the 601.3-acre development.

On April 14, 2021, the Planning and Zoning Commission recommended approval of the Villa Bella PUD amendment relating to the mechanism by which future amendments to the PUD Guide are requested and approved, as well as amending the land use for parcels 5 and 6 from multifamily residential to single family residential. The intent of the amendment was to streamline the development process and provide increased opportunities for single family detached residential development.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 9, 2022 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

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

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Minutes of the Planning and Zoning Commission March 9, 2022, Public Hearing
Planning and Zoning Commission Staff Report with Attachments and Exhibits Including the Revised Villa Bella PUD Guide

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO THE VILLA BELLA, PLANNED UNIT DEVELOPMENT GUIDE, JANUARY 6, 2022 AMENDMENT

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

SECTION 1.

The zoning restrictions for the Villa Bella Planned Unit Development Guide upon passage of this Ordinance are hereby amended and shall apply to the following described property:

BEING PORTIONS OF SECTIONS 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN.

TOGETHER WITH THAT CERTAIN PORTION OF 'PARCEL A' AS DELINEATED ON THE PLAT OF "UNIVERSITY VILLAGE SUBDIVISION FILING No. 2, A SPECIAL AREA PLAN" AT RECEPTION No. 1372500, OF PUEBLO COUNTY RECORDS, THAT LIES WITHIN SAID SECTION 17.

EXCEPTING THEREFROM THE NW4 OF THE SW4 OF THE NE4 OF SAID SECTION 16.

FURTHER EXCEPTING THEREFROM THE SW4 OF THE SW4 OF THE NE4 OF SAID SECTION 16.

FURTHER EXCEPTING THEREFROM THE NE4 OF THE SW4 OF THE NE4 OF SAID SECTION 16.

FURTHER EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 16;

THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW ¼), NORTH 01º17'14" WEST, 852.22 FEET TO A POINT;

THENCE LEAVING SAID WEST LINE, NORTH 89º30'18" EAST, 553.73 FEET TO A POINT;

THENCE SOUTH 01º17'21" EAST, 1103.33 FEET TO A POINT;

THENCE SOUTH 88º42’39” WEST, 553.69 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER (SW ¼) OF SAID SECTION 16;

THENCE ALONG SAID WEST LINE, NORTH 01º17’34” WEST, 660.50 FEET TO THE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 16;
THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (SW ¼) OF SAID SECTION 16, NORTH 01º17’34” WEST, 1040.73 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE, NORTH 01º17’34” WEST, 173.07 FEET TO A POINT;
THENCE SOUTH 72º11’56” EAST, 29.11 FEET TO THE CENTERLINE OF TROY AVENUE AS DELINEATED ON SAID PLAT, AND BEING A NON-TANGENT CURVE TO THE LEFT CONCAVE EASTERLY;

THENCE SOUTHERLY ALONG SAID CENTERLINE AND CURVE, HAVING A RADIUS OF 500.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 08º15’15” WEST AND HAS A CHORD LENGTH OF 165.85 FEET, THROUGH A CENTRAL ANGLE OF 19º05’35”, FOR AN ARC LENGTH OF 166.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 601.36 TOTAL ACRES OF LAND, MORE OR LESS.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

☐ Council action on _____failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, March 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 3:38 p.m. with Commissioner Castellucci presiding.
The meeting was held at City Council Chambers, 1 City Hall Place, commissioners, applicants, and the public participated in person and via Zoom.

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

Commissioners Absent: none

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

APPROVAL OF AGENDA

A Motion was made by Bailey to approve the agenda with changes to move V-21-03 & S-21-10 to April 13, 2022, hearing and move Z-21-16, V-21-04, and S-21-12 to March 23, 2022, hearing. Seconded by Aznar.

Motion passed 7-0.

PUBLIC MEETING AGENDA

PUBLIC HEARING AND ACTION

Regular Agenda

1. **Z-22-02: Rezone:** Amendment to the Villa Bella Planned Unit Development relating to the 601.3-acre property located east of Colorado State University-Pueblo, north of Cesar Chavez Blvd

   Staff Report by Beritt Odom

BACKGROUND:

December 12, 2007, the Planning and Zoning Commission recommended approval of the Villa Bella Planned Unit Development and rezoning. City Council approved the Villa Bella PUD in January 2008, providing general design standards for the property. On January 25, 2017, the Thunder Village Urban Design Plan was approved by the Planning Zoning Commission, which established additional development design guidelines for portions of the 601.3-acre development.

In April 2021, the Planning and Zoning Commission recommended approval of the Villa Bella Planned Unit Development amendment relating to the mechanism by which future amendments to the PUD Development Guide are requested and approved, as well as amending the land use for parcels 5 and 6 from multifamily residential to single family residential. The intent of the amendment was to streamline the development process and provide increased opportunities for single family detached residential development. Below is a summary of modifications to the Villa Bella PUD Development Guide approved by City Council through Ordinance No. 9938 dated May 24, 2021:

- Request and approval of future amendments to the Villa Bella PUD Development Guide shall only require consent and approval of the President (and on behalf) of the Thunder Village Metropolitan District.
- Removal of the phased approach to development, instead allow development to occur as market conditions and the local economy allow.
- Removal of the primary design theme of "contemporary western and southwestern regional styles of architecture" to allow more flexibility in design.
- Reducing the minimum required lot size and setbacks for single family detached lots.
- Increasing the maximum lot coverage for single family detached lots from 55% to 75%.
- Inclusion of the Thunder Village Urban Design Plan into the Villa Bella Development Guide to streamline and simplify development, creating one comprehensive document rather than two separate documents.
- Changing the land use designation for Land Use Parcels 10 and 11 from Multi-Family Residential to Single Family Detached residential.

STAFF REVIEW:

Jeff Mark, Caleb Development, LLC, owner of 48.240 acres within the Villa Bella PUD, with approval of Thunder Village Metropolitan District President, Dan DeRose, is proposing to add a new definition of a through lot to the Villa Bella PUD Development Guide to clarify setback requirements within the proposed Villa Bella, Filing No. 2 Subdivision. The proposed subdivision includes multiple single-family residential lots that have street frontage adjacent to

what is typically determined to be the front and rear lot lines; however, according to Title 17 of the Pueblo Municipal Code, lots that have street frontage on two sides, running parallel to each other, necessitate two full front-yard setbacks. Requiring two 18-foot front yard setbacks on lots with an 80 to 100-foot depth, drastically reduces the buildable area of the lot. Therefore, Mr. Mark is proposing to add a definition of a through lot that is similar to the Colorado Springs Code of Ordinances through lot definition. The proposed through lot definition only requires a full front yard setback along the street frontage that provides street access to the lot. The proposed amendment also requires the subdivision plat to include a plat note, restricting access to only front and second front yards; access is not permitted from the rear lot line on a double frontage lot.

The applicant is also proposing to amend the rear yard setback for single-family attached homes to 10-feet, which is the same rear-yard setback required for single-family detached homes. Staff does not anticipate any negative externalities stemming from the reduced rear-yard setback, which appears to be a logical change to promote consistency among single-family residential housing products within the development.

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The property is partially developed with attached single family residential, limited commercial, and the Villa Bella charter school.

- **Neighborhood Compatibility:**

North	• A-1, County Agricultural One, undeveloped
East	• A-1, City Agricultural One, undeveloped
South	• B-4, Central Business District, undeveloped • R-5, Multiple Residential and Office District, undeveloped • A-1, City Agricultural One, undeveloped
West	• S-1, Governmental Use, Colorado State University – Pueblo

- **Comprehensive Plan Compliance:**
  The project site is designated by the Pueblo Comprehensive Plan as Urban Residential. Zoning in Urban Residential areas may include zone districts for residential, institutional, office, service and commercial uses; however, focus should be placed on zoning for single-family residential homes.

  The proposed PUD Development Guide Amendment will not affect the approved uses or residential maximum density within the Villa Bella Planned Unit Development. Therefore, the amendment is consistent with the Comprehensive Plan Designation.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

- **Minimum lot size and area:**
  The 601.3-acre parcel is larger than the 5-acre minimum requirement of the PUD Zone District.

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

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

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

Staff Analysis of Finding #1

The proposed PUD amendment does not change the approved uses, which were determined to be compatible with the surrounding area with the 2021 PUD Amendment approval.

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

Staff Analysis of Finding #2

The project site is designated by the Pueblo Comprehensive Plan as Urban Residential. Zoning in Urban Residential areas may include zone districts for residential, institutional, office, service and commercial uses; however, focus should be placed on zoning for single-family residential homes.

The proposed PUD Development Guide Amendment will not affect the approved uses or residential maximum density within the Villa Bella Planned Unit Development. Therefore, the amendment is consistent with the Comprehensive Plan Designation.

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

Staff Analysis of Finding #3

The PUD Guide includes provisions for sustainable and environmentally friendly development that encourages alternative methods of transportation, employment centers and a diversity of housing options. The subject property was originally zoned for development of single-family residential. Due to the proximity to the CSU-Pueblo campus and the football stadium, the westerly one-third of the property will be better suited to be developed as commercial, higher density multi-family and single-family housing.

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

Staff Analysis of Finding #4

Homes and buildings will be appropriately setback; landscaping will be required; lighting will comply with “dark sky” requirements; and care will be taken, via a Planning and Zoning Commission review of each PUD Site Plan for each building

site with greater than one dwelling unit per lot to ensure that all development will be compatible with the neighborhood.

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

Staff Analysis of Finding #5
All of the land area is within the City of Pueblo and proper notice has been sent by the Department of Land Use Administration to surrounding property owners and the public hearing will be held during a regularly scheduled Planning and Zoning Commission meeting.

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

HEARING: Castellucci requested additional information concerning front yard setbacks and access from streets. Ms. Odom stated there is a requirement of a plat note clearly indicating there is no vehicular access on one of the parallel streets. Jeff Mark (519 Prospect Dr, Castle Rock) and Jason Alwine were sworn in on Zoom to represent the application. Mr. Mark confirmed that there will be no driveway access from any arterial or collector roadways, they will all be off interior residential streets.

No one spoke in support or opposition for the application.

MOTION: Motion to recommend approval of Z-22-02 with staff conditions to City Council was made by Bailey, second by Aznar.

MOTION PASSED 7-0

2.
2.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-22-02

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	March 9, 2022
SUBJECT:	Villa Bella, Planned Unit Development, January 6, 2022 Amendment
APPLICANT:	Thunder Village Metropolitan District, Dan DeRose, President
PROPERTY OWNER:	Under Multiple Ownership
LOCATION:	Generally located in Sections 16 and 17, east of CSU-Pueblo and north of Highway 47
EXISTING ZONE:	Villa Bella, Planned Unit Development
PROPOSED ZONE:	Villa Bella, Planned Unit Development
CONCURRENT REQUESTS:	V-21-03, Vacation of a portion of Napoli Way, all of CBI Drive and drainage/utility easements, in Villa Bella Filing No. 1. S-21-10, Villa Bella Filing No. 2 Subdivision of 48.240 acres into 375 single-family residential lots.

REQUEST:
The applicant is requesting to amend the Villa Bella Planned Unit Development Guide by adding definitions of double frontage and through lots, reducing the rear yard setback for single family attached homes, and requiring that residential subdivision plats include language that restricts access on lots that front two parallel streets.

BACKGROUND:
December 12, 2007 the Planning and Zoning Commission recommended approval of the Villa Bella Planned Unit Development and rezoning. City Council approved the Villa Bella PUD in January 2008, providing general design standards for the property. On January 25, 2017, the Thunder Village Urban Design Plan was approved by the Planning Zoning Commission, which established additional development design guidelines for portions of the 601.3-acre development.

In April 2021, the Planning and Zoning Commission recommended approval of the Villa Bella Planned Unit Development amendment relating to the mechanism by which future amendments to the PUD Development Guide are requested and approved, as well as amending the land use for parcels 5 and 6 from multifamily residential to single family residential. The intent of the amendment was to streamline the development process and provide increased opportunities for single family detached residential development. Below is a summary of

modifications to the Villa Bella PUD Development Guide approved by City Council through Ordinance No. 9938 dated May 24, 2021:

- Request and approval of future amendments to the Villa Bella PUD Development Guide shall only require consent and approval of the President (and on behalf) of the Thunder Village Metropolitan District.
- Removal of the phased approach to development, instead allow development to occur as market conditions and the local economy allow.
- Removal of the primary design theme of "contemporary western and southwestern regional styles of architecture" to allow more flexibility in design.
- Reducing the minimum required lot size and setbacks for single family detached lots.
- Increasing the maximum lot coverage for single family detached lots from 55% to 75%.
- Inclusion of the Thunder Village Urban Design Plan into the Villa Bella Development Guide to streamline and simplify development, creating one comprehensive document rather than two separate documents.
- Changing the land use designation for Land Use Parcels 10 and 11 from Multi-Family Residential to Single Family Detached residential.

STAFF REVIEW:

Jeff Mark, Caleb Development, LLC, owner of 48.240 acres within the Villa Bella PUD, with approval of Thunder Village Metropolitan District President, Dan DeRose, is proposing to add a new definition of a through lot to the Villa Bella PUD Development Guide to clarify setback requirements within the proposed Villa Bella, Filing No. 2 Subdivision. The proposed subdivision includes multiple single-family residential lots that have street frontage adjacent to what is typically determined to be the front and rear lot lines; however, according to Title 17 of the Pueblo Municipal Code, lots that have street frontage on two sides, running parallel to each other, necessitate two full front-yard setbacks. Requiring two 18-foot front yard setbacks on lots with an 80 to 100-foot depth, drastically reduces the buildable area of the lot. Therefore, Mr. Mark is proposing to add a definition of a through lot that is similar to the Colorado Springs Code of Ordinances through lot definition. The proposed through lot definition only requires a full front yard setback along the street frontage that provides street access to the lot. The proposed amendment also requires the subdivision plat to include a plat note, restricting access to only front and second front yards; access is not permitted from the rear lot line on a double frontage lot.

The applicant is also proposing to amend the rear yard setback for single-family attached homes to 10-feet, which is the same rear-yard setback required for single-family detached homes. Staff does not anticipate any negative externalities stemming from the reduced rear-yard setback, which appears to be a logical change to promote consistency among single-family residential housing products within the development.

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The property is partially developed with attached single family residential, limited commercial, and the Villa Bella charter school.

- **Neighborhood Compatibility:**

North	• A-1, County Agricultural One, undeveloped
East	• A-1, City Agricultural One, undeveloped
South	• B-4, Central Business District, undeveloped • R-5, Multiple Residential and Office District, undeveloped • A-1, City Agricultural One, undeveloped
West	• S-1, Governmental Use, Colorado State University – Pueblo

- **Comprehensive Plan Compliance:**

The project site is designated by the Pueblo Comprehensive Plan as Urban Residential. Zoning in Urban Residential areas may include zone districts for residential, institutional, office, service and commercial uses; however, focus should be placed on zoning for single-family residential homes.

The proposed PUD Development Guide Amendment will not affect the approved uses or residential maximum density within the Villa Bella Planned Unit Development. Therefore, the amendment is consistent with the Comprehensive Plan Designation.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

- **Minimum lot size and area:**

The 601.3-acre parcel is larger than the 5-acre minimum requirement of the PUD Zone District.

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

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

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

Staff Analysis of Finding #1

The proposed PUD amendment does not change the approved uses, which were determined to be compatible with the surrounding area with the 2021 PUD Amendment approval.

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

Staff Analysis of Finding #2

The project site is designated by the Pueblo Comprehensive Plan as Urban Residential. Zoning in Urban Residential areas may include zone districts for residential, institutional, office, service and commercial uses; however, focus should be placed on zoning for single-family residential homes.

The proposed PUD Development Guide Amendment will not affect the approved uses or residential maximum density within the Villa Bella Planned Unit Development. Therefore, the amendment is consistent with the Comprehensive Plan Designation.

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

Staff Analysis of Finding #3
The PUD Guide includes provisions for sustainable and environmentally friendly development that encourages alternative methods of transportation, employment centers and a diversity of housing options. The subject property was originally zoned for development of single-family residential. Due to the proximity to the CSU-Pueblo campus and the football stadium, the westerly one-third of the property will be better suited to be developed as commercial, higher density multi-family and single-family housing.

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

Staff Analysis of Finding #4
Homes and buildings will be appropriately setback; landscaping will be required; lighting will comply with "dark sky" requirements; and care will be taken, via a Planning and Zoning Commission review of each PUD Site Plan for each building site with greater than one dwelling unit per lot to ensure that all development will be compatible with the neighborhood.

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

Staff Analysis of Finding #5
All of the land area is within the City of Pueblo and proper notice has been sent by the Department of Land Use Administration to surrounding property owners and the public hearing will be held during a regularly scheduled Planning and Zoning Commission meeting.

REFERRAL AGENCIES AND COMMENTS:

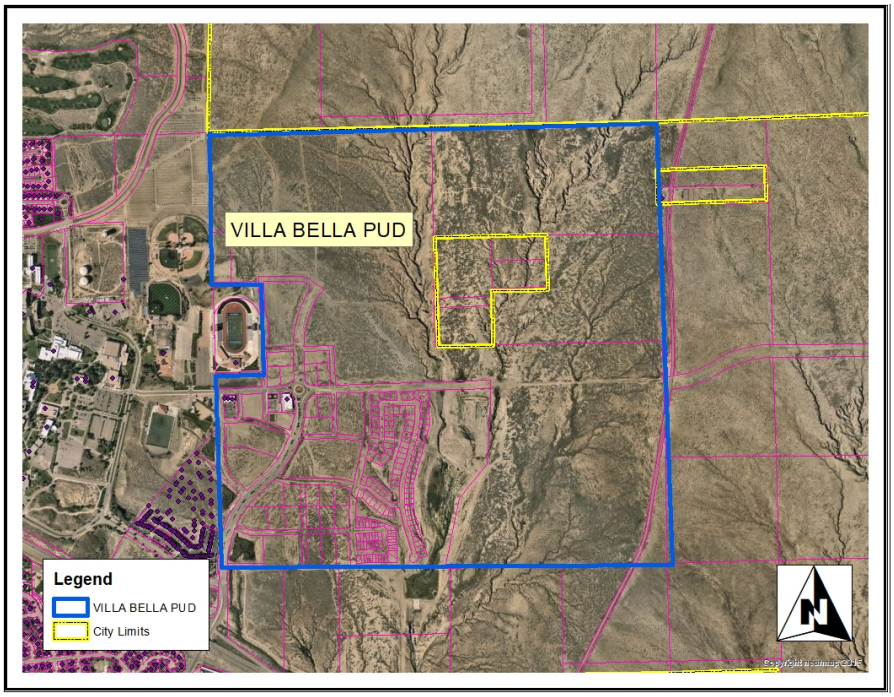
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No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

RECOMMENDED ACTION:

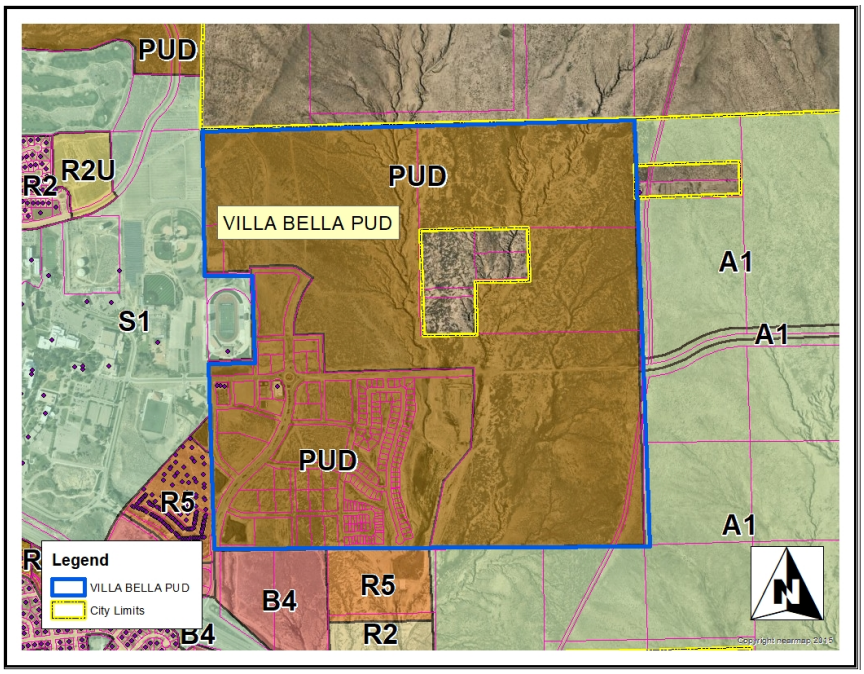
Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED**:

ATTACHMENTS:

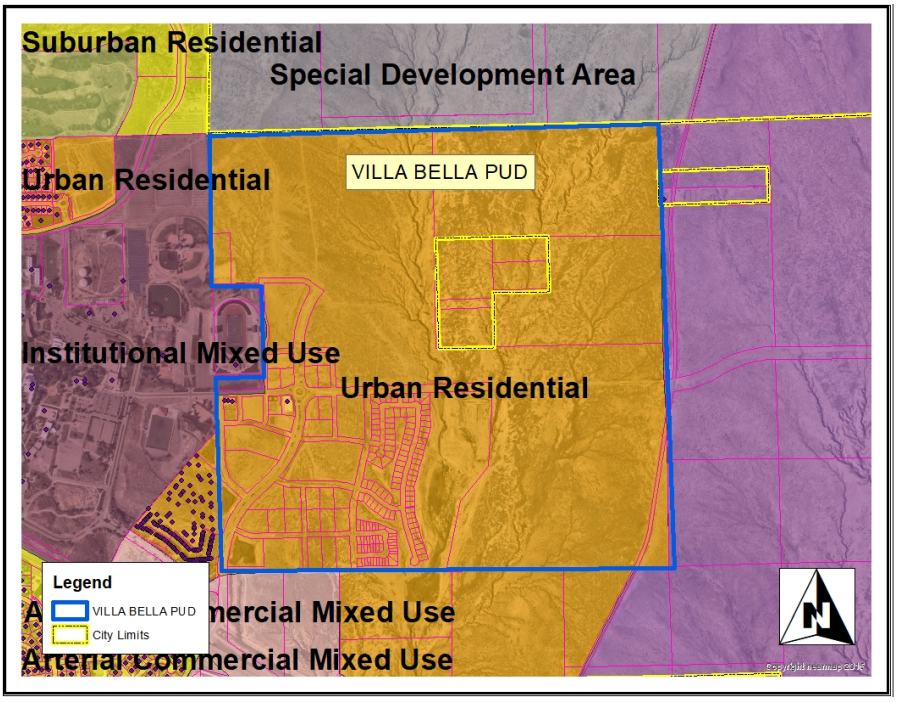
- **A. Aerial Map**
- **B. Zoning Map**
- **C. Comprehensive Plan Map**
- **D. Site Photograph**
- **E. Application**
- **F. Villa Bella, Planned Unit Development, January 6, 2022 Amendment**
- **G. Approved Resolution of the Board of Directors of the Thunder Village Metropolitan District Regarding First Amendment to the Villa Bella Planned Unit Development, February 22, 2022.**
- **H. Property owner notification letter from Jeff Mark, Lorson North Land Corp, notice of Villa Bella PUD Development Guide Amendment, February 22, 2022.**



Aerial Map



Zoning Map



Comprehensive Plan Notice



Looking east from Troy Ave.



Looking west from Troy Ave.

city of PUEBLO colorado
Planning & Community Development
211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

PUD Zone District Application

Case# _____

Please type or print clearly

Applicant Jason Alwine

Company Name Matrix Design Group

Address 2435 Research Parkway, Suite 300

City, State and Zip Colorado Springs, CO 80920

Phone (719) 575-0100 **Email** jason.alwine@matrixdesigngroup.com

Project Location (address or general description)

Northeast of Troy Ave and Hwy 47

Parcel No(s) 416007001 & Various Others

Application Requirements/Questions

Submission Requirements for All Permit Applications

An application for rezoning of land to a PUD Zone District may be filed by the owners of all property contained in the proposed district, or an authorized agent thereof. All owners of property within the PUD Zone District must consent in writing to the inclusion of their land in the District. The application shall be accompanied by a PUD Development Plan, Development Guide and project narrative.

(1) **Development Plan**. A conceptual plan showing the major components of the proposed PUD at a scale of not greater than 1" = 200' shall be submitted in the detail necessary to evaluate the land planning; open space and recreational areas; transportation system; and social, ecological and public facilities impact. The Development Plan must contain, insofar as applicable, the following information:

YES☐ NO☐ N/A☒

a. The existing topographic character of the land at a contour interval of not greater than ten (10) feet.

b. The location and dimensions of all existing buildings, structures, rights-of-way, easements and improvements.

c. The existing zone districts.

d. The general location of existing and proposed schools, school sites, open spaces, recreation areas, public use areas, arterial and collector streets, indicating those to be dedicated to the City and the methods of control on the remainder.

e. The location and general nature of each land use.

f. A land use schedule listing the various land use categories, acreages and number of units.

g. The approximate acreage, density, number and types of dwelling units for each residential area.

h. Areas subject to the standard project flood and floods of greater frequency. The standard project flood shall also be shown if such has been determined by the U.S. Army Corps of Engineers.

i. Areas containing commercial mineral deposits, if these deposits are to be developed within the plan.

j. The staging of development if done in phases.

k. The exterior boundary lines of the PUD District, with distance and angle, to be prepared by a registered land surveyor. If under multiple ownership, the location of each owner's property shall also be shown.

l. A general location map at an appropriate scale which shows the PUD in relation to the transportation network, land use, City limits, zoning and open space of the surrounding area.

(2) **Development Guide**. The Development Guide shall reflect the variations in lot size, bulk, type of use or activity, density, lot coverage, open space or other regulations requested to be modified and approved by City Council upon the recommendation of the Planning and Zoning Commission. At a minimum, the Development Guide must contain the following:

YES☒ NO☐ N/A☐

a. A listing of uses permitted in each land use area.

b. Standards, variations and dimensional requirements for each land use area which may be different from the standards of the zoning regulations of the City, including but not limited to maximum and minimum height, floor area ratio, lot coverage, front setback, rear yard setback, side yard setback, lot depth, lot frontage and lot size regulations.

(3) **Project narrative**. The project narrative to be submitted with the PUD Zone District application shall contain the following information:

YES☒ NO☐ N/A☐

a. The name and address of each owner of property in the PUD District, as well as a legal description of their respective properties. The name and address of owners of all property within three hundred (300) feet of the exterior boundary of the PUD District accurate to within forty-five (45) days before the hearing.

b. If the applicant is other than the owner of all property within the PUD, a properly executed written instrument authorizing the applicant to act on behalf of all the owners.

c. A statement of the PUD's goals and objectives.

d. An assessment of the PUD's social, environmental and public facilities impact.

e. A development schedule indicating the approximate date of Development Plan submittal, commencement and completion for each phase.

f. Identification of any separation of mineral rights, water rights, air rights, development rights or other such rights which may directly or indirectly affect the land.

g. The applicant may submit other information pertinent to evaluating the PUD Zone District application; such information submitted shall not be considered part of the formal application unless agreed to by the applicant.

(Ord. No. 3859, 5-13-74; Ord. 7488 §1, 7-10-06)

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:		
1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections. 2. There are no known hazards or vicious animals present on the subject property. 3. All information contained in this application, is true and accurate to the best of my knowledge. 4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application. 5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.		
Property Owner		
Print Name:	JEFF MARK	
Signature:		Date: 1/10/22
Applicant, if different from Property Owner		
Print Name:	Jason Alwine	
Signature:		Date: 1/10/2021

Villa Bella

Planned Unit Development

Pueblo, Colorado

February 28, 2022

610, RLLLP
504 N Grand Ave.
Pueblo, Co 81003

CVL Consultants of Colorado, Inc
7901 E. Belleview, Suite 150
Englewood, Colorado 80111

Villa Bella

A Mixed-Use Development in the City of Pueblo, Colorado

I Statement of Intent

Villa Bella is envisioned to be a 601.3 acre mixed use residential and commercial community developed under a single unified plan. It is located directly east of the Colorado State University – Pueblo campus, generally north of State Highway 47, and west of Baculite Mesa Road.

The intent of this Planned Unit Development application is to allow flexibility in the development of this land by promoting its most appropriate use; improving the design character and quality of the development; facilitating the adequate and economical provisions of streets and utilities; preserving natural and scenic features; permitting the commingling of uses permitted within other zone districts; and granting diversification in the location of structures and other site qualifications while ensuring adequate standards relating to public health, safety, welfare, comfort, and convenience.

This document serves as the Planned Unit Development Zone District Application for Villa Bella, and includes the Development Guide with Project Narrative, the PUD Development Plan, and Supplemental Information.

The PUD Development Plan, the Traffic Impact Study, the Master Sewer Plan and Report, and the Master Drainage Plan and Report serve as amendments to the University East Master plan (S-00-20) which was approved by the Planning and Zoning Commission on October 11, 2000.

Prepared by:

610, RLLLP

504 North Grand Avenue
Pueblo, CO 81003
(719) 546-3333
Contact:
Dan DeRose dderose@ddmktg.com

Table of Contents

Topic Page

i Statement of Intent i
ii Table of Contents ii
I DEVELOPMENT GUIDE 1
A. PROJECT NARRATIVE 1
1. GOALS AND OBJECTIVES 4
2. SOCIAL, ENVIRONMENTAL, AND PUBLIC FACILITIES IMPACT 4
a. Social Impact 4
b. Environmental Impact 5
c. Public Facility Impact 6
3. DEVELOPMENT SCHEDULE 6
4. SEPARATION OF RIGHTS 7
5. OWNERSHIP INFORMATION 7
B. DEFINITIONS 7
C. LEGISLATIVE INTENT 9
D. APPLICATION 10
5. AUTHORITY 10
1. ADOPTION 10
2. RELATIONSHIP TO CITY REGULATIONS 10
3. ENFORCEMENT 11
4. UPDATES AND AMENDMENTS 11
F. CONTROL PROVISIONS 11
1. CONTROL OVER USE 11
2. DEVELOPMENT STANDARDS 11
A. Main Street Commercial (MC) 12
B. Vehicular Commercial (VC) 13
C. Office Commercial (OC) 14
D. Entertainment Commercial (EC) 15
E. Business Park Flex (BPF) 15
F. Single-Family Detached Residential (SFD) 16
G. Single-Family Attached Residential (SFA) 17
H. Multi-Family Residential (MF) 17
I. Open Space/Detention (OSD) 18
J. Parks and Trails (P&T) 19
3. BUILDING CONTROLS 21
Commercial Building Controls 21

Residential Building Controls – Multi Family 22
Residential Building Controls – Single Family 23
4. TABLE OF LAND USE CONTROLS 25
5. ROADWAY STANDARDS 35
Major Arterial 35
Minor Arterial #1 36
Minor Arterial #2 37
Business Collector 38
Mixed use Collector #1 39
Mixed Use Collector #2 40
Neighborhood Collector 41
6. SPECIAL URBAN DESIGN FEATURES 42
A. Primary Entry Features 42
B. Round-A-Bout Features 43
C. Minor Intersections 43
D. Median, Right-of-Way and Setback Landscaping 43
E. Thunder Village Urban Design Plan 44
Special Urban Design Features Map 44
G. LEGAL DESCRIPTION 48
III DEVELOPMENT PLAN 50
Cover Sheet 50
Vicinity and Zoning Map: 51
Topography Map: 52
Land Use Map: 53
Circulation Map: 54
Open Space & Trails Map: 55
IIII SUPPLIMENTAL INFORMATION 57
Sanitary Sewer Master Plan Map 57
Storm Drainage Master Plan Map 58
ThunderVillage Plan Graphics 59
Troy Avenue Entry Feature Plan Graphic 63

I DEVELOPMENT GUIDE

A. PROJECT NARRATIVE

Introduction

The name Villa Bella, when translated, is interpreted to mean beautiful village or beautiful home. As the name suggests, Villa Bella is a beautifully designed mixed-use planned residential and commercial community located on a 601.3-acre undeveloped section of land in the northeast quadrant of the City of Pueblo. It is north of State Highway 47, east of the Colorado State University-Pueblo campus, and west of Baculite Mesa Road. Topographically, the property falls from north to south and is located in the upper end of the East Dry Creek drainage basin. The distinguishing environmental feature is the branching Dry Creek arroyo that traverses north to south through the center of the property. The property generally drains into this arroyo.

Villa Bella PUD includes ten land use categories within 38 land Use Parcels, creating two unique but complementary neighborhoods. The land use categories include Single-Family Residential Detached (SFD), Single-Family Residential Attached (SFA), Multi-Family Residential (MF), Entertainment Commercial (EC), Business Park Flex (BPF), Main Street Commercial (MC), Vehicular Commercial (VC), Office Commercial (OC), Open Space/Detention (OSD), and Parks and Trails (P&T). This land use mix is designed to create a sustainable neighborhood where people can live, work, and recreate.

The first neighborhood is a University oriented lifestyle neighborhood generally located on the western one-third of Villa Bella where it adjoins the University. Two major roadway corridors intersect within this neighborhood. Troy Avenue, a major arterial, provides access to the neighborhood from State Highway 47 and runs north-south through the neighborhood. Rawlings Boulevard runs east-west through the neighborhood and is designed to serve as the primary access from Troy Avenue to the University. Rawlings Boulevard west of Troy is classified as a Business Collector; east of Troy it is classified as a Minor Arterial. At the intersection of these two roadways and running west to the University is the ThunderVillage commercial lifestyle center.

The Thunder Village commercial center is designed as a traditional main street. It is a transit-oriented, pedestrian-friendly, village-style, student-oriented, commercial lifestyle center complementing and creating the interface between the University and the Villa Bella

neighborhood. Thunder Village is designed to enhance campus life, create retail opportunities for businesses marketing to students, and provide retail convenience for the residents of the surrounding neighborhoods.

The Neta and Eddie DeRose Thunder Bowl Football Stadium adjoin Thunder Village to the north. Access to the stadium from Thunder Village is via Thunder Alley, a pedestrian mall running between Rawlings Boulevard and the stadium. Uses within Thunder Village include convenience retail, entertainment, educational, and small service-oriented businesses on the ground floor, with possible residential dwelling units and offices on the upper floors.

Immediately north of the stadium is the 33 acre land use area designated as Entertainment Commercial. This area is to be developed as a buffer between the University Athletic facilities and the Villa Bella Community. This area may, at some future date, be acquired by the University for campus expansion.

Surrounding Thunder Village will be 47.4 acres of higher density student-oriented and traditional multi-family housing. This housing is designed to provide alternative housing choices for both University students and faculty, and the Pueblo community. It will also help support Thunder Village commercial development. An office/commercial employment center is located near the south entry to the neighborhood adjoining Troy Avenue. This employment center will provide opportunities for tenants who desire a location in close proximity to the University and to the Villa Bella neighborhood. It will also create business and employment opportunities for residents of the neighborhood.

The second neighborhood is generally located on the eastern two-thirds of Villa Bella, and wraps around Thunder Village to the north where it adjoins the Walking Stick residential development. This neighborhood is a contemporarily designed active lifestyle neighborhood that includes single-family detached residential units, single-family attached residential units, a community park, vehicular commercial, and a business park flex employment center.

The major north-south roadway within this neighborhood is Baculite Mesa Drive, which is classified as a Mixed Use Collector. The long range transportation plan shows Baculite Mesa Drive serving as the frontage road for Pueblo Springs Parkway, an expressway that will run between State Highway 47, on the south, and Meridian Road in El Paso County to the north. The primary east-west roadway will be Rawlings Boulevard, a Minor Arterial, which will connect Pueblo Springs Parkway and Baculite Mesa Drive on the east with

Thunder Village and the University on the west. At the intersection of Baculite Mesa Drive and Rawlings Boulevard is a vehicular-oriented commercial shopping center that will provide retail opportunities for those uses that require larger pad sites, more parking, and enhanced vehicular access. South of the commercial development is another employment center that provides opportunities for Business Park Flex uses. This location will provide opportunities for R&D businesses and other light industrial uses that require a location in close proximity to the University. It will also create additional business and employment opportunities for residents of Villa Bella.

A second east-west roadway corridor is Villa Bella Boulevard. Villa Bella Boulevard intersects with Walkingstick Boulevard at the round-a-bout at the western boundary of the property, travels eastward intersecting with Troy Avenue, and terminates at Baculite Mesa Drive. West of Troy, Villa Bella Boulevard is classified as a Mixed Use Collector; east of Troy it is classified as a Neighborhood Collector. Villa Bella Boulevard provides the interface between the Walking Stick neighborhood and the Villa Bella neighborhoods, and is the roadway corridor that links much of the residential development along the northern tier of Villa Bella. Residential development within Villa Bella includes 246.4 acres of single-family detached housing and 15.4 acres of single-family attached housing.

The primary recreational feature within Villa Bella is the 27.2-acre community park. The community park includes both active and passive park uses, trail corridors, and undeveloped open spaces. The two main branches of the East Dry Creek Arroyo, which run from north to south through the community, adjoin and create the eastern and western boundaries of the park. These two arroyos will, along with additional dedicated passive park land along the east and west sides of both branches of the Arroyo, serve as a buffer for the adjoining residential developments and as the corridors for the East Dry Creek Regional Trail. Pedestrian accesses will be created across the arroyos on the east and west sides of the park, creating an east west pedestrian access connecting the park, the regional trail system, and surrounding neighborhoods. The Dry Creek Regional Trail will run north-south through Villa Bella, paralleling the Dry Creek Arroyo and the park. This off street trail system, and the connecting on street trail system on Rawlings Boulevard and Villa Bella Boulevard, will provide access to the park from all of the residential developments within Villa Bella. The East Dry Creek Regional Trail is designed to join with the Arkansas River Regional Trail System, linking Villa Bella and the University with the balance of the City's trail system and the Front Range Trail.

The design intent is not to have a monolithic conformity of style throughout the development, but to create a community with a unique identity which is allowed to evolve through time so it exhibits a rich diversity of architectural and design interpretations.

1. GOALS AND OBJECTIVES

The goal of the Villa Bella PUD is to create a uniquely different “Town and Gown” Community that takes full advantage of its proximity to the University. A development that blends the University experience with an active life style community. A development that adds value to the University by enhancing student life, creating a sense of community, and attracts students to the University; while also adding value to residents and business owners of the adjoining Villa Bella active lifestyle neighborhood by making available the rich diversity of opportunities found in a University setting.

The objective is to accomplish this goal through the use of the PUD Zone District, which will allow the flexibility in the development of the two Villa Bella neighborhoods, through the utilization of a more flexible development pattern, sensitively utilizing natural and scenic features, improving the design character and quality of development, facilitating the adequate and economical provision of streets and utilities, and permitting the commingling of uses permitted within other zone districts.

2. SOCIAL, ENVIRONMENTAL, AND PUBLIC FACILITIES IMPACT

a. Social Impact

Due to the extensive planning that has gone into the Villa Bella Planned Unit Development, only positive impacts are anticipated. Villa Bella is designed to be a sustainable community that includes a diversity of land uses, allowing residents the ability to live, work, and recreate within the same neighborhood, thus minimizing impact on surrounding neighborhoods. The development is also designed to support the anticipated growth of the University and enhance student life on the campus. The University is designed to accommodate a larger student population than it currently serves and Villa Bella will provide the additional land for the student housing required by the larger student population. Villa Bella will also provide active and passive parks and open space corridors that will accommodate a population much larger than is anticipated within Villa Bella.

School impact of Estimated Villa Bella Population			
Maximum Dwelling Units	2812	500 student housing units will not count in this estimate	
Estimated Population per dwelling unit	2.5	Based on Pueblo County average	
Total Villa Bella Population at build out.	6280	(2812-500) x 2.5 + 500= 6,280 Student housing will always be based on single occupancy.	
	Pre-school	Elementary	High school
Pueblo County Estimates of Students per dwelling unit:	0.03	0.28	0.13
Estimated Student Populations in Villa Bella	**84 students**	**787 students**	**365 students**

The development is within School District 70. Due to the proximity to the University and the unique urban environment created in ThunderVillage, two charter schools that have an existing educational relationship with the University have expressed interest in locating a facility in the Thunder Village area. The construction of a kindergarten through 12th grade charter school within this neighborhood will lessen any impact on School District 70.

b. Environmental Impact

There are no known threatened or endangered species or their habitats, environmental hazards, or cultural resources on the property.

The storm water management objective for the Villa Bella PUD is to develop a storm water management and design strategy that is integrated with the Villa Bella land uses and achieves multiple outcomes including: 1) the reduction of runoff and peak flows through watershed level detention measures and at the site level by minimizing the amount of impervious cover; 2) improve water quality and protect aquatic habitat utilizing site level erosion and sediment control and best management practices, and at the watershed level by integrating esthetically pleasing storm water treatment within the Special Urban Design Features, active and passive parks and open space corridors; and 3) maintain and enhance the pre-development hydrologic regime of the east dry creek arroyo through the use of low impact development techniques at both the watershed level and the site level that add value to Villa Bella by minimizing drainage infrastructure costs.

The storm water objective will be accomplished through a multilayered process which will utilize a number of design strategies targeting different storm water management issues based upon a site assessment identifying the unique characteristics of each situation.

Watershed level issues are addressed in the Villa Bella Master Drainage Report and at the time of subdivision. Site level issues are addressed at the time of site plan approval by the Planning and Zoning Commission.

c. Public Facility Impact

Public Facilities, as detailed within the narrative above, including roadway, sanitary sewer, drainage improvements, and parks and trails, will be constructed as a part of the development. These improvements will be funded and constructed, per City ordinance in effect at the time, as a part of the subdivision process. This method of funding and constructing public improvements will ensure that the necessary public facilities required to support this development will be constructed in a timely manner and will minimize any impact on public facilities outside the neighborhood.

3. DEVELOPMENT SCHEDULE

Commencement of construction was April 2008. Construction will continue as market conditions and the local economy allow. Phasing will coordinate and be determined by the existing and future Subdivision Filings and Subdivision Improvement Agreements.

4. SEPARATION OF RIGHTS

There is no identified separation of mineral rights, water rights, air rights, development rights, or other such rights that may directly or indirectly affect the land.

5. OWNERSHIP INFORMATION

The Villa Bella Planned Unit Development has an ownership makeup of the following:

610 RLLLP
504 North Grand Avenue
Pueblo, CO 81003
719-546-3333

VBE Building Corp
2390 Rawlings Blvd
Pueblo, Colorado 81001

Thunder Village I, LLC
2200 Bonforte Bvld
Pueblo, Colorado 81001

B. DEFINITIONS

These definitions are provided for clarification of uses proposed by the Development Guide. Unless otherwise stated herein, all provision of and definitions found in Section 17-2-1 of the Pueblo Municipal Code shall apply.

a. **(BPF) – Business Park Flex**: The Business Park Flex means a mix of light industrial uses, research and development centers, office parks, and limited retail and restaurant. Development of any industrial uses will be those that will not adversely impact neighboring development either by sight, noise, or odor.
b. **Cluster Development**: Developments that are specifically intended to facilitate and encourage unique or inventive development ideas by allowing exceptions to traditional lot configuration, minimum set back, lot width and depth, traffic access ways, interior circulation ways, and parking and loading spaces.
c. **Double Frontage Lot:** See Through Lot definition.
d. **(EC) – Entertainment Commercial**: The Entertainment Commercial means both indoor and outdoor athletic and entertainment uses with a limited number of supporting convenience retail and residential use that will serve as a transition between the football

stadium to the south, the University baseball and softball complex to the west, and proposed residential development to the east.

e. **Land Use Category**: means a classification for identifying a mix of land uses for which development standards have been developed.

f. **Land Use Parcel**: means a land use area as depicted on the Land Use Map, Sheet 3 of 9 of the Development Plan.

g. **(MC) – Main Street Commercial**: The Main Street Commercial means a traditional main street with vehicular on-street parking and pedestrian-oriented commercial development. It is composed of convenience retail, entertainment, educational, and small service-oriented uses occupying the ground levels, mixed with possible residential dwelling units and offices on upper-floor levels. Related definitions found within Section 17-2-1 of the Pueblo Municipal Code include: (42.1) Residence – Commercial.

h. **(MF) - Multifamily**: Multifamily means two or more dwelling units in any configuration, detached, semi-attached, attached, or grouped for permanent residency on a rental, lease, or are individually owned which are all located on an individual lot. Multifamily includes Student Oriented Housing. Related definitions found in Section 17-2-1 of the Pueblo Municipal Code include: (6.2) Apartment House; (11.03) Condominium; (12.2) Duplex; (13) Dwelling, multiple family; (15) Dwelling, two-family; (15.1) Dwelling, three family; (24.4) Home, elderly; (24.6) Home, nursing; (26) Houses, grouped; (42.1B) Residence, two family; (42.1C) Residence multi-family; (42.1D) Residence, three family; (42.6) Row house;(63.1) Townhouse, and (64.1) Triplex.

i. **(OC) – Office Commercial**: The Office Commercial means an office park which includes limited supporting convenience retail and restaurant uses. Office Park includes office-related commercial uses that create

j. **(OSD) – Open Space/Detention:** The Open Space /Detention category will provide areas for a mix of open space, passive park, trail corridor, and storm water management facilities.

k. **P&T – Parks and Trails**: The Park and Trails land use category will provide areas for active park use and developed trails.

l. **(SFA)-Single Family Attached:** Single Family Attached means two (2) dwelling units, each owned in fee and located on individual lots, but joined along a single lot line, each of which is totally separated from the other by a common, unpierced, vertical wall. The Single-Family Attached Residential land use category will provide higher density residential, with up to ten units per acre. SFA will be built in an attached development design. Lot configuration within this land use category may be traditional or cluster.

Related definition found in Section 17-2-1 of the Pueblo Municipal Code include: (26) Home grouped.

m. **(SFD) -Single Family Detached:** The Single-Family Detached means single residential dwelling units designed for and occupied by one family on an individual lot. SDF will provide a density of up to six homes per acre. Lot configuration within this land use category may be traditional or cluster. Related definitions found in Section 17-2-1 of the Pueblo Municipal Code include: (14) Dwelling: single family;(42.1A) Residence, one family.

n. **Student Oriented Housing**: Student Oriented Housing includes both Student Residence Halls and Student Oriented Apartments that are located in close proximity to the Colorado State University-Pueblo campus, designed specifically for students enrolled at Colorado State University-Pueblo, and have amenities and other student oriented activities and services that enhance the University experience. A student oriented apartment is designed to accommodate up to 8 unrelated students enrolled at Colorado State University-Pueblo in an independent housing unit which includes kitchen, sanitary, and one or more sleeping facilities.

o. **Through Lot**: A lot having frontage on two (2) generally parallel streets, a through lot is not defined as a corner lot. The rear lot line, in the case of a double frontage lot, shall be most opposite from the front lot line. The front lot line sits adjacent to the street frontage from which access is gained.

p. **UbSR**: a Use by Special Review as processed according to Section 17-5-33 of the Pueblo Municipal Code.

q. **(VC) – Vehicular Commercial**: The Vehicular Commercial means a vehicular oriented commercial development designed to serve residents and employees from the surrounding areas and the region with convenience retail, general retail, restaurant, grocery, educational, and personal-service opportunities.

r. employment opportunities while mitigating the adverse effects of noise and traffic.

s. **Western Water wise Landscaping**: Western Water wise Landscaping, as identified in Pueblo City Council Resolution No. 11060, is described as western landscaping that is able to flourish within residential and commercial areas with limited amounts of water and beautifies these areas with plants suited to the climate that is common to the southwestern region of the United States.

C. LEGISLATIVE INTENT

It is the intent of this Development Guide to be consistent with and to assist in the implementation of the City of Pueblo's Zoning Ordinance to

1. Allow flexibility in the development of the land;
2 Improve the design character and quality of the development;
3 Facilitate the adequate and economical provision of streets and utilities;
4 Preserve natural and scenic features through sensitive utilization; and
5 Permitting the commingling of uses permitted within other zone districts

D. APPLICATION

These standards shall apply to all property contained within the legally defined Villa Bella Planned Unit Development. The regulations and requirements shall become the governing standards for review, approval, and modification of all development activities occurring within the area.

Provisions of this Guide shall prevail and govern the uses permitted within the Villa Bella PUD; however, this Guide shall only supersede the specific zoning regulations of the City when referenced within the Development Guide. The PUD Development Plan shall 1) satisfy the requirements of Section 12-4-5 (A) of the Pueblo Municipal Code covering the Overall Development Plan, 2) shall amend the University East Master Plan document (S-00-20) which was approved by the Planning and Zoning Commission on October 11, 2000, and 3) fulfill the requirements of the Annexation Agreement (A-87-1) approved by City Council on June 8, 1987 by Ordinance No. 5404.

E. AUTHORITY

The authority of this Development Guide is Chapter 8 of Title XVII of the Pueblo Municipal Code as amended.

1. ADOPTION

Reference: Section 17-8-8 of the City of Pueblo Municipal Code.

2. RELATIONSHIP TO CITY REGULATIONS

The provisions of the Development Guide shall prevail and govern development of the Villa Bella PUD except where the provisions of the Development Guide do not clearly address a specific subject. Notwithstanding anything to the contrary, the Planning and Zoning Commission has the authority, by separate action, to review and approve standards for the Special Urban Design Features as identified within the Guide, and to approve modifications to the Subdivision Requirement 12-4-10 of the Pueblo Municipal Code.

Due to the difficulty of predicting all of the details which may affect the development of future phases of Villa Bella at the time of Planned Unit Development Zone District Approval, the following mechanism for minor modifications will be included in this guide.

1. The acreage of each land use parcel on the Land Use Map, (sheet 3 of 9 of the Development Plan) can vary by 10% at the time of subdivision and Site plan.
2. At the time of subdivision approval by the Planning and Zoning Commission, modifications of greater than 10% in acreage for any Land Use parcel within the area being subdivided will be allowed as long as the modification is to accommodate requirements of subdivision that could not be foreseen at the time of PUD approval such as the size of required storm water drainage facilities.

3. ENFORCEMENT

The provisions of the Development Guide relating to the use of land shall run in favor of the City of Pueblo and shall be enforceable, at law or in equity, by the City of Pueblo.

4. UPDATES AND AMENDMENTS

Amendments to this PUD will only require consent and approval of the President (and on behalf) of the Thunder Village Metropolitan District. Amendments to this PUD will not require consent from all property owners found within the PUD boundaries, only notification of the amendment.

F. CONTROL PROVISIONS

The Villa Bella Development Guide establishes the standards, variations, and requirements of the development which may be divergent from the standards of the City Zoning regulations. The conditions established by the Development Guide and approved by the City Council shall be recorded and utilized for development and review of the project.

1. CONTROL OVER USE

After the adoption of this Development Guide by the City Council:

1. Any new building or other structure and any parcel of land shall be used in accordance with the provisions of this Development Guide and Plan.
2. The use of any existing building, other structure, or parcel of land may not be changed or extended except for those uses provided for by this Development Guide.

2. DEVELOPMENT STANDARDS

All development within Villa Bella will be controlled by the Pueblo Municipal Code where not specifically modified by the Development Standards found within this section; the

Special Urban Design Feature (SUDF), Section F(6) of the Development Guide; or the Table of Building Controls, Section F(3) of the Guide.

A. Main Street Commercial (MC)

1. Architecture and Urban Design Standards: The Planning and Zoning Commission has the authority to, by separate action approve the Special Urban Design Features described in Section 6(F) of the Development Guide. Any MC Land use parcel which includes one of these Special Urban Design Features is subject to the SUDF Standards. For those areas outside of the Special Urban Design Features, the standards will include urban design styles that achieve the design objective within the PUD Narrative.
2. Landscape Design Standards: The Planning and Zoning Commission has the authority to, by separate action, approve the Thunder Village Urban Design Plan described in Section F(6) (E) of the Development Guide. The Plan will establish a western water wise Landscape Design Standard for the MC Land Use area. Any area within the MC land use parcel not included within the Thunder Village Urban Design Plan will be subject to the City Landscape Performance Standards found in section 17-4-7 of The Pueblo Municipal Code.
3. Parking Standards: Section 17-4-41 through 45 of the Pueblo Municipal Code shall apply with the following clarifications and exceptions. The Parking requirements for all buildings within the MC Land Use Area will be calculated using the mixed use parking calculation described in section 17-4-43(B)(14) of the Pueblo Municipal Code as may be modified by the joint use provisions in Section 17-4-44(l) and Multiple Use calculation in Section 17-4-44(m) of the Pueblo Municipal Code. The location of off Street Parking on a separate parcel, Section 17-4-44 (f) (2) shall be increased from a 300 foot radius to a one quarter mile radius. The on-street parking which adjoins each lot and is developed as a part of the site plan will also be allowed to be counted as spaces for the off-street parking calculation. The Planning and Zoning Commission has the final authority to determine the parking standard at the time of site plan approval.
4. Lighting standards: Section 17-4-52 of the Pueblo Municipal Code shall apply with the exception of Section 17-4-52 (2) (a) (c) and (d) of the Municipal Code.
5. Signage Standards: Section 17-10 of the Pueblo Municipal Code shall apply. Commercial parcels shall conform with the B-4 zone standards.
6. Large Scale Development Performance Standards: All development within Main Street Commercial may be exempt from the Large Scale Development Standards, Section 17-4-46 of the Pueblo Municipal Code, as determined by the Planning and Zoning

Commission, following adoption by the Planning and Zoning Commission of The Thunder Village Urban Design Plan, section F(6)(E) of the Development guide.

B. Vehicular Commercial (VC)

1. Architecture and Urban Design Standards: The Planning and Zoning Commission has the authority to, by separate action, approve the Special Urban Design Features described in Section F(6) of the Development Guide. Any VC land use parcel which includes one of these Special Urban Design Features is subject to the SUDF Standards. For the area outside of the Special Urban Design Features, the standard will include urban design styles that achieve the design objective within the PUD Narrative.
2. Landscape Design Standards: The Planning and Zoning Commission has the authority to, by separate action, approve the Special Urban Design Features described in Section F(6) of the Development Guide. Each design will establish a western water wise Landscape Design Standard for the Feature, including the landscape setback area behind the property line. Any VC land use parcel which includes one of the Special Urban Design Features is subject to the SUDF Standards. For the land use parcels which do not include a Special Urban Design Feature, either the Landscape Performance Standards found within section 17-4-7 of the Pueblo Municipal Code, or for those developments that meet the Large Scale Development thresholds, Section 17-4-46 (e)(4), will apply. Landscape will be designed to achieve the City's western water wise landscape objective, and a reduction in storm water run-off. "Low Impact Development" (LID) techniques will be incorporated into the landscape design. All "Best Management Practices" (BMPs) relating to water quality and quantity must be adequately maintained by the owner of the lot, by an association, or an appropriate maintenance district.
3. Parking Standards: Section 17-4-41 through 45 of the Pueblo Municipal Code shall apply
4. Lighting standards: Section 17-4-52 of the Pueblo Municipal Code shall apply.
5. Signage Standards: Section 17-10 of the Pueblo Municipal Code shall apply. Commercial parcels shall conform with the B-4 zone standards.
6. Large Scale Development Performance Standards: Section 17-4-46 of the Pueblo Municipal code shall apply to developments within the Vehicular Commercial land use category that meet the Large Scale Development threshold and are not included in the ThunderVillage Urban Design Plan, Section F(6)(E). Following adoption by the Planning

and Zoning Commission of the ThunderVillage Urban Design Plan, any VC land use parcel which is included in this design feature is subject to the SUDF design standards.

C. Office Commercial (OC)

1. Architecture and Urban Design Standards: Urban design styles that achieve the design objective within the PUD Narrative.
2. Landscape Design Standards: Landscaping will be governed by the City's Landscape Performance Standard, Section 17-4-7 of the Pueblo Municipal Code, and plant material will meet the City's western water wise landscape objective. The Planning and Zoning Commission has the authority to, by separate action, approve the design of the Special Urban Design Features described in Section F(6) of the Development Guide. The design will establish a western water wise landscape design standard for each of the features, which includes the landscape setback area behind the property line. Any OC Land Use parcel, which includes one of these Special Urban Design Features, is subject to the SUDF standards. Landscaping will be designed to achieve a reduction in storm water run-off. "Low Impact Development" (LID) techniques will be incorporated into the landscape design. All "Best Management Practices" (BMPs) relating to water quality and quantity must be adequately maintained by the owner of the lot, by an association, or an appropriate maintenance district.
3. Parking Standards: Section 17-4-41 through 45 of the Pueblo Municipal Code shall apply.
4. Lighting standards: Section 17-4-52 of the Pueblo Municipal Code shall apply.
5. Signage Standards: Section 17-10 of the Pueblo Municipal Code shall apply. Commercial parcels shall conform with the B-4 zone standards.
6. Large Scale Development Performance Standards: Section 17-4-46 of the Pueblo Municipal Code shall apply to all developments within Office Commercial land use category that meet the Large Scale Development threshold, with the following exemptions as may be allowed by the Planning and Zoning Commission at the time of site plan approval.
    a. 17-4-46 (f): Facades are not required.
    b. 17-4-46 (h): Entrances
    c. 17-4-46 (i): Parking and Circulation will be designed at an appropriate level for the expected amount of access to an office commercial

development, but shall not be required to comply with every section of 17-4-46 (i) of the Pueblo Municipal Code.

D. Entertainment Commercial (EC)

1. Architecture and Urban Design Standards: Urban design styles that achieve the design objectives within the PUD Narrative.
2. Landscape Design Standards: Landscaping will be governed by either the City's Landscape Performance Standards, section 17-4-7 of the Pueblo Municipal Code, or for those buildings that exceed the Large Scale Development thresholds Section 17-4-4(e)(4), will apply. Landscape will be designed to achieve the City's western water wise landscape objective, and a reduction in storm water run-off. "Low Impact Development" (LID) techniques will be incorporated into the landscape design. All "Best Management Practices" (BMPs) relating to water quality and quantity must be adequately maintained by the owner of the lot, by an association, or an appropriate maintenance district.
3. Parking Standards: Section 17-4-41 through 45 of the Pueblo Municipal Code shall apply.
3. Lighting standards: Section 17-4-52 of the Pueblo Municipal Code shall apply.
4. Signage Standards: Section 17-10 of the Pueblo Municipal Code shall apply. Commercial parcels shall conform with the B-4 zone standards.
5. Large Scale Development Performance Standards: Section 17-4-46 of the Pueblo Municipal Code shall apply to non-residential and non-transient lodging uses within the Entertainment Commercial land use areas that meet the Large Scale Development threshold.

E. Business Park Flex (BPF)

1. Architecture and Urban Design Standards: Urban design styles that achieve the design objective within the PUD Narrative.
2. Landscape Design Standards: Landscaping will be governed by either the City's landscape Performance Standard, Section 17-4-7 of the Pueblo Municipal Code; or if retail and exceeds the Large Scale Development thresholds, Section 17-4-46 (e)(4) of the Pueblo Municipal Code. Landscaping will be designed to achieve the City's western water wise landscape objective, and a reduction in storm water run-off. "Low Impact Development" (LID) techniques will be incorporated into the landscape design. All "Best Management Practices" (BMPs) relating to water quality and quantity must be

adequately maintained by the owner of the lot, by an association, or an appropriate maintenance district.

3. Parking Standards: Section 17-4-41 through 45 of the Pueblo Municipal Code shall apply.
4. Lighting standards: Section 17-4-52 of the Pueblo Municipal Code shall apply.
5. Signage Standards: Section 17-10 of the Pueblo Municipal Code shall apply. Commercial parcels shall conform with the B-4 zone standards.
6. Large Scale Development Performance Standards: Section 17-4-46 of the Pueblo Municipal Code shall apply to all developments whose primary use is retail and that meets the large scale development threshold. All other development within Business Park Flex that meet the large scale development threshold will be exempt from the following sections of the Large Scale Development Performance Standards, as may be allowed by the Planning and Zoning Commission at the time of Site Plan approval.
    a. 17-4-46 (f): Facades are not required.
    b. 17-4-46 (h): Entrances
    c. 17-4-46 (i): Parking and Circulation will be designed at an appropriate level but shall not be required to comply with every section of 17-4-46 (i) of the Pueblo Municipal Code. The Planning and Zoning Commission has the authority to dictate what is required.

F. Single-Family Detached Residential (SFD)

1. Architecture and Urban Design Standards: Urban designs styles that achieve the design objective within the PUD Narrative.
2. Landscape Design Standards: The Planning and Zoning Commission has the authority to, by separate action, approve the design of the Special Urban Design Features described in section F(6) of the Development Guide. The design will establish a western water wise landscape design standard for each of the features. Any SFD land use parcel which includes one of these Special Urban Design Features is subject to the SUDF standards. Landscaping will be designed to achieve a reduction in storm water run-off. “Low Impact Development” (LID) techniques will be incorporated into the landscape design. All “Best Management Practices” (BMPs) relating to water quality and quantity must be adequately maintained by the owner of the lot, by an association, or an appropriate maintenance district.
3. Parking Standards: Section 17-4-41 through 45 of the Pueblo Municipal Code shall apply.

4. Lighting standards: Section 17-4-52 of the Pueblo Municipal Code shall apply.
5. Signage Standards: Section 17-10 of the Pueblo Municipal Code shall apply. Residential parcels shall conform with the R-2 standards.
6. Large Scale Development Performance Standards: Developments that meet the Large Scale Development Thresholds may be exempt from Section 17-4-46 of the Pueblo Municipal code as determined by the Planning and Zoning Commission, at the time of site plan approval.

G. Single-Family Attached Residential (SFA)

1. Architecture and Urban Design Standards: Urban design styles that achieve the design objective within the PUD Narrative.
2. Landscape Design Standards: The Planning and Zoning Commission has the authority to, by separate action, approve the design of the Special Urban design features described in Section F(6) of this Development Guide. The design will establish a western water wise landscape design standard for each of these features. Any SFA Land Use Area which includes one of these Special Urban Design features is subject to those Standards. Landscaping will be designed to achieve a reduction in storm water run-off. "Low Impact Development" (LID) techniques will be incorporated into the landscape design. All "Best Management Practices" (BMPs) relating to water quality and quantity must be adequately maintained by the owner of the lot, by an association, or an appropriate maintenance district.
3. Parking Standards: Section 17-4-41 through 45 of the Pueblo Municipal Code shall apply.
4. Lighting standards: Section 17-4-52 of the Pueblo Municipal Code shall apply.
5. Signage Standards: Section 17-10 of the Pueblo Municipal Code shall apply. Residential parcels shall conform with the R-2 standards.
6. Large Scale Development Performance Standards: Developments that meet the Large Scale Development Thresholds may be exempt from Section 17-4-46 of the Pueblo Municipal code as determined by the Planning and Zoning Commission, at the time of site plan approval.

H. Multi-Family Residential (MF)

1. Architecture and Urban Design Standards: Styles that achieve the design objectives within the PUD Narrative.
2. Landscape Design Standards:

a. Any development within the Multifamily residential land use area will landscape no less than 30% of the area of the site including all adjoining right-of-ways. This landscape area can include ornamental landscaping, active and passive recreation areas and open space, landscaped areas within parking lots, and plaza areas. Should the site not be able to accommodate this landscape requirement, with the approval of the Planning and Zoning Commission, this landscape requirement may be achieved by providing the landscaping in a public park or open space no further than one quarter mile from any dwelling unit within the development. Landscaping will meet the City's western water wise landscape objective. The Planning and Zoning Commission has the authority to review all landscape plans and approve all site plans.

b. The Planning and Zoning Commission will, by separate action, approve the design of the Special Urban Design Features in Section F (6) of this Development Guide. The design will establish a western water wise landscape standard for each of the features. Any MF Land Use Area which includes one of the Special Urban Design Features is subject to the SUDF Standards. Landscaping will be designed to achieve a reduction in storm water run-off. "Low Impact Development" (LID) techniques will be incorporated into the landscape design. All "Best Management Practices" (BMPs) relating to water quality and quantity must be adequately maintained by the owner of the lot, by an association, or an appropriate maintenance district.

3. Parking Standards: Section 17-4-41 through 45 of the Pueblo Municipal Code shall apply.
4. Lighting standards: Section 17-4-52 of the Pueblo Municipal Code shall apply.
5. Signage Standards: Section 17-10 of the Pueblo Municipal Code shall apply. Multifamily shall conform with the R-5 standards.
6. Large Scale Development Performance Standards: Developments that meet the Large Scale Development Thresholds may be exempt from Section 17-4-46 of the Pueblo Municipal code as determined by the Planning and Zoning Commission, at the time of site plan approval.

I. Open Space/Detention (OSD)

Standards for the development of OSD will be controlled by the Pueblo Municipal Code where not specifically modified by the Development Standards found within this guide.

Open Space and Passive Parks will be maintained through a Special District, Metropolitan District, or Home Owners Association created to provide maintenance of Public Improvements. The maintenance of Detention Facilities will be determined at the time of subdivision.

J. Parks and Trails (P&T)

A seven (7) acre active park and off–street developed trail system is included within the Villa Bella PUD. This 7 acre active park is a component of the larger 27.2 acre Community Park which includes open space, passive park, trail corridors, and stormwater management facilities. The on and off street trail system provides access to the park from all the residential land use areas within the Villa Bella PUD. The general location of the Park and Trail System is exhibited on Sheet 8 of 9 of the PUD Development Plan. The park land designated on the PUD Development Plan is schematic only. The final configuration of active park space will be defined at the time of Subdivision. The trail is constructed of concrete, has a 10ft. cross section, and generally follows the course of the east and west branches of the East Dry Creek Arroyo. The trail system provides two access points which bridge the Arroyo and provide access to the park from Single Family land use areas 17 & 18. The roadway for Rawlings Boulevard should be designed to provide 10 ft. of overhead clearance when it crosses the Arroyo to accommodate a grade separated crossing of the trail and roadway. The Park land and Open Space will be dedicated to the Public per the Phasing Plan found on Sheet 6 of 9 of the Villa Bella Development Plan.

The developers of the Villa Bella PUD will fulfill the Park Dedication Requirement found in section 12-4-7 of the Pueblo Municipal Code with: 1) The dedication of the land for the Community Park 2) The construction or fee-in-lieu of construction for the development of the Seven (7) acres of Active Park space 3) The construction or fee-in-lieu of construction of the trail system.

The developer’s financial responsibility for the dedication and development of the Seven (7) acre active park and the developed trail system shall not exceed the subdivided fair market value of 8% of the residential property at the time of recording the subdivision, as specified in Section 12-4-7(e) (2) of the Pueblo Municipal code. At the time of subdivision the City and Developer will determine what park or trail improvements will be constructed.

The active park and trail system will be maintained by the City. The passive park and open spaces will be maintained through a Special District, Metropolitan District, or Home owners Association created to provide maintenance of Public Improvements. All regional storm water management facilities located within these open spaces will be maintained by the City.

3. BUILDING CONTROLS

Commercial Building Controls

Commercial Building Controls	Main Street Commercial (MC)	Vehicular Commercial (VC)	Office Commercial (OC)	Entertainment Commercial (EC)	Business Park (BPF)
Principal Structure Setbacks*					
Front (from street, public or private)	16’	10’	10’	10’	25’
Front Buildings greater than 40,000 sq ft	16’	25’	N/A	25’	25’
Front From expressway	75’	75’	75’	75’	75’
Second Front (from street, public or private)	0’	10’	10’	10’	10’
Second Front Buildings greater than 40,000 sq ft	0’	25’	N/A	25’	25’
Side	0’ **	10’	10’	10’	10’
Side – Aggregate					
Rear	0’	15’	15’	15’	25’
Minimum Building Separation	0’ **	10’	10’	10’	10’
Maximum Permitted Height	50’	50’	50’	50’	50’
Minimum Lot Area					
Corner Lot	5,000 sq ft	5,000 sq ft	5,000 sq ft	5,000 sq ft	20,000 sq ft
Interior lots	5,000 sq ft	5,000 sq ft	5,000 sq ft	5,000 sq ft	20,000 sq ft
Minimum Lot Width (at the front)					
Corner Lot	50’	50’	50’	50’	100’
Interior Lot	50’	50’	50’	50’	50’
Planned Lot configuration	Condominium or Traditional	Traditional	Traditional	Traditional	Traditional
Maximum Lot Coverage	100%	50%	50%	50%	60%
Floor Area Ratio	3	3	2		3

* - Additional Setbacks are required for any structures greater than 35’ in height, as per section 17-4-6 (2) and (3) of the Pueblo Municipal Code.

** - Along the ThunderAlley Corridor there is a required 25’ setback from the centerline of ThunderAlley to the building footprint.

Residential Building Controls – Multi Family

Residential Building Controls Multi family	Multi Family (MF) *(8)			
	Duplex	Triplex	4+ dwelling units per lot	Town Homes
Principal Structure Setbacks				
Front (from street, public or private)	18’	18’	18’	18’
Second Front From Arterial or Collector street	18’	18’	18’	18’
Second Front From Local or Private street	10’	10’	10’	10’
Side	5’	5’	5’	5’ *(1)
Rear	15’	15’	15’	15’
Garage Door frontage	20’	20’	20’	20’
Minimum building Separation	10’	10’	15’	10’ *(2)
Maximum Permitted Height *(3)	35’	35’	50’ / 70’	35’
Maximum Dwelling units per acre	10	15	25 / 40 *(4)	25
Minimum Lot Area *(7)				
Corner Lot Arterial or Collector	7,800 sq ft	7,800 sq ft	8,800 sq ft	5,300 sq ft
Corner Lot Local or Private	7,000 sq ft	7,000 sq ft	8,000 sq ft	4.500 sq ft
Interior lots	6,000 sq ft	6,000 sq ft	7,000 sq ft	3,500 sq ft
Min. Lot Area Per Dwelling Unit*(6)	1,000 sq ft	1,000 sq ft	1,000 sq ft *(4)	1,000 sq ft
Minimum Lot Width (at the front)				
Corner Lot On Arterial or Collector street	78’	78’	88’	53’
Corner Lot On Local or private street	70’	70’	80’	45’
Interior Lot	60’	60’	70’	35’
Maximum Lot Coverage	55%	55%	50%	65%

*(1) Side setback refers to unattached sides only.
*(2) Does not apply to a building when it attaches to an adjoining building.
*(3) Additional Setbacks are required for any structures greater than 35’ in height, as per section 17-4-6 (2) and (3) of the Pueblo Municipal Code.
*(4) The Planning and Zoning Commission has the authority to approve developments with a density of 25 to 40 dwelling units per acre and vary the minimum 1000 sq. ft. of lot per dwelling unit, as a use by review.
*(6) Minimum lot area does not apply to any non standard living area design, such as student housing. Final approval will be dictated by the Planning and Zoning Commission.
*(7) Required minimum lot size is based on lot area per dwelling unit, or lot type, whichever is greater.
*(8) Multi Family districts must provide 30% of the parcel in open space.

Residential Building Controls – Single Family

Residential Building Controls Single Family	Single Family Detached (SFD)		Single Family Attached (SFA)	
Principal Structure Setbacks	Traditional	Cluster *(5)	Traditional	Cluster *(5)
Front (from street, public or private)	18’	N/A	18’	N/A
Second Front From Arterial or Collector street	10’	N/A	10’	N/A
Second Front From Local or Private street	5’	N/A	10’	N/A
Side	5’	N/A	5’ *(1)	N/A
Rear	10’	N/A	15’	N/A
Garage Door frontage	18’	N/A	20’	N/A
Through Lot Rear	10’ *(10)	N/A	15’ *(10)	N/A
Minimum building Separation	10’	N/A	10’ *(2)	N/A
Maximum Permitted Height	35’		35’	
Maximum Dwelling units per acre	8		10	
Minimum Lot Area				
Corner Lot Bui Arterial or Collector	2,975 sq ft	N/A*(5)	5,300 sq ft	N/A
Corner Lot Local or Private	2,975 sq ft	N/A*(5)	4,500 sq ft	N/A
Interior lots	2,975 sq ft	N/A*(5)	3,500 sq ft	N/A
Minimum Lot Width (at the front) *(9)				
Corner Lot On Arterial or Collector street	35’	N/A	53’	N/A
Corner Lot On Local or private street	35’	N/A	45’	N/A
Interior Lot	Average within any block 35’	N/A	35’	N/A
Maximum Lot Coverage	75%		55%	

*(1) Side setback refers to unattached sides only.
*(2) Does not apply to a building when it attaches to an adjoining building.
*(5) Minimum total acreage required for a Cluster Development will be 1 acre. All Cluster Development must be approved by the Planning and Zoning Commission at the time of Site Plan Approval, including all modifications to minimum setback, lot width and depth, traffic access ways, interior circulation way and parking and loading spaces found within the Pueblo Municipal Code and the Development Guide
*(9) Minimum Lot widths shall be measured at the front lot line except for lots on the turning circle of cul-de-sacs and knuckles, which shall be measured at the front building setback.

*(10) The final subdivision plat shall indicate which street frontages will provide access to the residential unit. Residential access and front façade elements shall be consistent along an entire street and not be permitted to alternate. A final plat note will restrict access to only front and second front yards; access is not permitted from a rear lot line on a double frontage lot. A 6' screen fence may be provided along the rear of double frontage/ through lots.

4. TABLE OF LAND USE CONTROLS

RESIDENTIAL AND ACCOMMODATION USES			
Type of Use	**Permitted**	**UbSR**	**Not Permitted**
GROUP LIVING			
Boarding and rooming houses		MF, EC	SFD, SFA, VC, MC, OC, BPF
Fraternity and sorority houses	MF, EC		SFD, SFA, MC, VC, OC, BPF
Residence Hall	MF, EC,		SFD, SFA, MC, VC, OC, BPF
Student Oriented Housing	MF, EC		SFD, SFA, MC, VC, OC, BPF
HOUSEHOLD LIVING			
Duplex	MF,	SFA	SFD,MC, VC, OC, BPF,EC
Triplex	MF,	SFA	SFD,MC,VC,OC, BPF,EC
Row House and Town House	MF	SFA	SFD, MC,VC,OC,BPF, EC
Residential – Commercial, Dwelling units (all types) located above the street-level floor	MC, VC, MF	OC	SFD, SFA, BPF, EC
Live/work units	MC, VC, MF, EC	OC, BPF	SFD, SFA,
Home occupation		MF, MC, VC, EC OC, BPF SFA, SFD	
Residential-Religious	MF	SFD,SFA	MC,VC,OC,EC,BPF
Residential – Child day care center	MF	OC, VC, EC, MC, SFD, SFA	BPF
Mobile homes			SFD, SFA, MF, VC, MC, OC, EC, BPF
Multi-family dwelling	MF, EC	SFA	SFD, VC, MC, OC, BPF
Single Family – attached	SFA	SFD, MF	VC, MC, OC, EC, BPF
Single Family – detached	SFD	SFA	MF, VC, MC, OC, EC, BPF
HOUSING SERVICES FOR THE ELDERLY			
Nursing homes and other housing offering skilled nursing services for residents	MF	SFA	SFD, VC, MC, OC, EC, BPF
Assisted living services, including group homes for the elderly	MF	SFA, EC	SFD, VC, MC, OC, BPF

Independent living services	MF	SFA	SFD, VC, MC, OC, EC, BPF
Continuing care communities or life care services	MF	SFA	SFD, VC, MC, OC, EC, BPF
ACCOMMODATION SERVICES			
Bed and breakfast establishments	VC, MF	MC, SFA,	SFD, OC, EC, BPF
Public and private campgrounds		MF, EC	SFD, SFA, VC, MC, OC, BPF
Recreational vehicle park and/or overnight campground		MF, OC EC	SFD, SFA, VC, MC, BPF
Hotels and motels	VC	OC, MC	SFD, SFA, MF, EC, BPF
Resort lodge/cabins	MF,EC	OC	SFD, SFA, VC, MC, BPF
GENERAL COMMERCIAL SALE OR SERVICE USES			
Type of Use	**Permitted**	**UbSR**	**Not Permitted**
ANIMAL AND PETS SALES OR SERVICES			
Riding academies, board stables			SFD, SFA, MF, MC, VC, OC, EC, BPF
Pet sales (household pets only)	MC, VC		SFD, SFA, MF, OC, EC, BPF
Small animal veterinary clinics/hospitals; dog training/grooming facilities; kennels; or pet day care	VC		SFD, SFA, MF, MC, OC, EC, BPF
AUTOMOBILE SALES OR SERVICE ESTABLISHMENTS			
Automobile and truck services and repair – no outdoor storage	BPF	VC	SFD, SFA, MF, MC, OC, EC,
Automobile and truck services and repair – with outdoor storage		BPF	SFD, SFA, MF, MC, VC, OC, EC
Automobile body shop – no outdoor storage		BPF	SFD, SFA, MF, MC, VC, OC, EC
Automobile body shop – with outdoor storage			SFD, SFA, MF, MC, VC, OC, EC, BPF
Automobile sales (new and used)	BPF	VC	SFD, SFA, MF, MC, OC, EC
Motor vehicle sales and services, other than automobiles and light trucks (e.g., RVs, boats, ATVs) – no outdoor storage	BPF	VC	SFD, SFA, MF, MC, OC, EC
Tire sales and repair (indoor). No outdoor storage or display	VC	BPF	SFD, SFA, MF, MC, OC, EC,
Car Wash, as primary business	VC, BPF		SFD, SFA, MF, MC, OC, EC,
BUSINESS SERVICES			
Business Support, Primary Business Activity including Office, Banking, Legal Services	OC, MC, VC		SFD, SFA, MF, EC, BPF

Call Centers/Telecommunications	VC, OC	BPF	SFD, SFA, MF, MC, EC
EATING AND/OR DRINKING ESTABLISHMENT			
Bar, microbrewery, tavern	MC, VC	OC	SFD, SFA, MF, EC, BPF
Carry-out or delivery service, including Catering	MC, VC	OC	SFD, SFA, MF, EC, BPF
Full-service restaurant, with or without liquor service	MC, VC	OC	SFD, SFA, MF, EC, BPF
Limited-service restaurant	MC, VC	OC	SFD, SFA, MF, EC, BPF
Snack and nonalcoholic beverage bar	MC, VC	OC	SFD, SFA, MF, EC, BPF
With drive-in or drive through facility	MC, VC	OC	SFD, SFA, MF, EC, BPF
With Outdoor eating and seating area	MC, VC	OC	SFD, SFA, MF, EC, BPF
FINANCIAL ESTABLISHMENT			
Check-cashing facility – With drive-through	VC, OC	MC	SFD, SFA, MF, EC, BPF
Check-cashing facility – Without drive-through	MC, VC, OC		SFD, SFA, MF, EC, BPF
Banks, including drive-through	MC, VC, OC		SFD, SFA, MF, EC, BPF
FOOD AND BEVERAGE SERVICE			
Convenience store – no fuel sales	MC, VC	OC	SFD, SFA, MF, EC, BPF
Convenience store – with fuel sales and/or car wash	VC	OC, MC, BPF	SFD, SFA, MF, EC
Grocery store	MC, VC		SFD, SFA, MF, EC, BPF,OC
Grocery store with eating and drinking	MC, VC		SFD, SFA, MF, OC, EC, BPF
Grocery store with fuel sales	VC		SFD, SFA, MF, MC, OC, EC, BPF
Liquor store	MC, VC	OC	SFD, SFA, MF, EC, BPF
Specialty food store	MC, VC		SFD, SFA, MF, EC, BPF,OC
OFFICE			
Office, general – no outdoor shops, activities, or storage	MC, VC, OC		SFD, SFA, MF, EC, BPF
Office Professional, (except Medical)	MC, VC, OC		SFD, SFA, MF, EC, BPF
Corporate shipping and receiving companies	BPF		SFD, SFA, MF, MC, VC, OC, EC

Employee training facility	OC, BPF		SFD, SFA, MF, MC, VC, EC
Governmental agency and quasi-public agency offices, no outdoor shops, activities, or storage	MC, OC, VC		SFD, SFA, MF, EC, BPF
PERSONAL SERVICES			
Dry cleaning and laundry establishment	MC, VC	OC	SFD, SFA, MF, EC, BPF
Health, fitness, athletic club, day spa, or massage therapy	MC, VC, OC		SFD, SFA, MF, EC, BPF
Travel agency	MC, VC, OC		SFD, SFA, MF, EC, BPF
Photography Studio	MC, VC, OC		SFD, SFA, MF, EC, BPF
All other personal service uses	MC, VC, OC		SFD, SFA, MF, EC, BPF
REPAIRS AND RENTALS – (NOT INCLUDING VEHICLES) **- ALL ACTIVITIES WITHIN ENCLOSED BUILDING**			
Light equipment rental	BPF	VC	SFD, SFA, MF, MC, OC, EC
Furniture and major household appliance repair	BPF,	MC, VC	SFD, SFA, MF, OC, EC
Repair of motorized equipment	BPF	VC	SFD, SFA, MF, MC, OC, EC,
Other repair and rental services	BPF	VC	SFD, SFA, MF, MC, OC, EC
RETAIL SALES AND SERVICES			
Artists Studio	MC, VC, BPF	OC, EC	SFD, SFA, MF,
Building material sales – with outdoor storage		BPF	SFD, SFA, MF, MC, VC, EC, OC
Building material sales – without outdoor storage or display	VC, BPF	OC	SFD, SFA, MF, MC, EC
Florists	MC, VC		SFD, SFA, MF, OC, BPF,EC
Florists with accessory greenhouse or nursery.	VC, BPF	MC, EC	SFD, SFA, MF, OC
Interior decorating and design showroom or gallery	MC, VC, OC, BPF		SFD, SFA, MF, EC
Retail sales establishments not specifically listed in the Use Table – conducted entirely within a completely enclosed building	MC, VC, BPF	OC	SFD, SFA, MF, EC
Retail sates establishments with limited outdoor sales	MC, VC, BPF	OC	SFD, SFA, MF, EC
Pawn shop		MC, VC, BPF, OC	SFD, SFA, MF, EC
Retail Stores – General	MC, VC, BPF	OC, EC	SFD, SFA, MF,
Retail Printing	MC, VC, OC, BPF		SFD, SFA, MF, EC

Retail sales with limited assembly or repair	MC, VC, BPF	OC	SFD, SFA, MF, EC
Retail sales with limited warehousing	VC, BPF	MC, OC	SFD, SFA, MF, EC
Retail sales and services with accessory outdoor sales, displays, or storage		OC, MC, VC, BPF	SFD, SFA, MF, EC
Retail sales and services with drive-in or drive-through facility	MC, VC, BPF	OC	SFD, SFA, MF, EC
Video Sales and Rental	MC, VC, BPF	OC, EC	SFD, SFA, MF
SEXUALLY ORIENTED BUSINESSES			
All types		VC, BPF	SFD, SFA, MF, MC, OC, EC,
MANUFACTURING, INDUSTIAL SERVICES AND WHOLESALE TRADE			
Type of Uses	**Permitted**	**UbSR**	**Not Permitted**
ELECTRONIC WAREHOUSING			
All types			SFD, SFA, MF, MC, VC, OC, EC, BPF
INDUSTRIAL SERVICES			
Contractor's office and shop, with outdoor storage	BPF	OC	SFD, SFA, MF, MC, VC, EC
Industrial services, heavy			SFD, SFA, MF, MC, VC, OC, EC, BPF
Industrial services, light, not otherwise listed		BPF	SFD, SFA, MF, MC, VC, OC, EC
Research and development laboratory or facility	BPF	OC	SFD, SFA, MF, MC, VC, EC
MANUFACTURING			
Concrete or asphalt batching facilities			SFD, SFA, MF, MC, VC, OC, EC, BPF
Heavy manufacturing – all other uses			SFD, SFA, MF, MC, VC, OC, EC, BPF
Light manufacturing – all other uses	BPF		SFD, SFA, MF, MC, VC, OC, EC
Publishing facilities	OC, BPF		SFD, SFA, MF, MC, VC, EC
WAREHOUSE/STORAGE AND DISTRIBUTION SERVICES			
Mini-warehouse (self-storage) facilities	BPF	OC	SFD, SFA, MF, MC, VC, EC
Motor freight terminals			SFD, SFA, MF, MC, VC, OC, EC, BPF
Moving and storage facility			SFD, SFA, MF, MC, VC, OC, EC,

			BPF
Outdoor storage yard for goods, vehicles, equipment, materials, or supplies (not otherwise listed)			SFD, SFA, MF, MC, VC, OC, EC, BPF
Recreational vehicle storage			SFD, SFA, MF, MC, VC, OC, EC, BPF
Warehouse and distribution facilities (not including motor freight materials)			SFD, SFA, MF, MC, VC, OC, EC, BPF
Warehousing and/or storage			SFD, SFA, MF, MC, VC, OC, EC, BPF
WASTE/SALVAGE USES			
Junk, scrap metal, and auto-wrecking facility			SFD, SFA, MF, MC, VC, OC, EC, BPF
Recycling center, all processing within a completely enclosed building		BPF	SFD, SFA, MF, MC, VC, OC, EC
Sanitary landfill areas			SFD, SFA, MF, MC, VC, OC, EC, BPF
Waste transfer station (not including hazardous waste)			SFD, SFA, MF, MC, VC, OC, EC, BPF
WHOLESALE TRADE ESTABLISHMENT			
Lumber yard			SFD, SFA, MF, MC, VC, OC, EC, BPF
All other wholesale establishments		BPF	SFD, SFA, MF, MC, VC, OC, EC
TRANSPORTATION AND VEHICLE PARKING SERVICES USES			
Type of Use	**Permitted**	**UbSR**	**Not Permitted**
AVIATION USES			
Airports and heliports, subject to the requirements of the FAA		BPF	SFD, SFA, MF, MC, VC, OC, EC
MASS TRANSIT FACILITIES			
Mass transit stations and stops, including park and ride (not including maintenance yards or repair facilities)	SFA, SFD, MF, MC, VC, EC, OC, BPF,		
Mass transit maintenance yards or repair facilities			SFD, SFA, MF, MC, VC, OC, EC, BPF
VEHICLE PARKING STRUCTURES OR SERVICES (AS PRINCIPAL USE OF LAND)			
Parking garage (as principal use)	MC, VC, BPF	OC, EC	SFD, SFA, MF
Surface off-street parking lot or area (as principal use)	MC, VC, BPF	OC, EC	SFD, SFA, MF,

Media communications offices and broadcasting studios (newspaper, television stations, radio stations), not including earth station antenna arrays	OC, MC, VC, BPF	EC	SFD, SFA, MF,
TELECOMMUNICATIONS AND BROADCASTING FACILITIES			
Commercial communications facility, radio and television stations	OC, VC, BPF	MC, EC	SFD, SFA, MF,
CMRS Facility – Freestanding	BPF	MC, VC	SFD, SFA, MF, OC, EC
CMRS Facility – Building, Roof, Wall Mounted	OC,EC,BPF	MC, VC, MF	SFD, SFA
CMRS Facility – Pole Mounted	BPF		SFD, SFA, MF, MC, VC, OC, EC
Telephone exchanges and buildings for telephone equipment	BPF, OC, VC,	EC, MC	SFD, SFA, MF,
UTILITY SERVICES, AND ALTERNATIVE ENERGY USES			
Type of Use	**Permitted**	**UbSR**	**Not Permitted**
MAJOR UTILITIES			
Major electric power, oil and natural gas, water, and wastewater facilities			SFD, SFA, MF, MC, VC, OC, EC, BPF
Alternative energy facilities (Solar & Wind facilities designed to serve more than a single building)		MF, MC, VC, OC, EC, BPF	SFD,SFA
MINOR UTILITIES			
Minor utility services not otherwise specifically listed		SFD, SFA, MF, MC, VC, OC, EC, BPF	
ARTS, ENTERTAINMENT, AND RECREATION USES			
Type of Use	**Permitted**	**UbSR**	**Not Permitted**
AMUSEMENT, SPORTS, OR RECREATION ESTABLISHMENT			
Drive-in movie theatre	EC		SFD, SFA, MF, MC, VC, OC, BPF
Equestrian events center, including horse boarding and training facilities, indoor and outdoor arenas			SFD, SFA, MF, MC, VC, OC, EC, BPF
Indoor recreational and game facilities, such as bowling, game rooms, pool halls, video arcades	EC		SFD, SFA, MF, MC, VC, OC, BPF
Indoor Movie Theatre	MC, VC, EC		SFD, SFA, MF, OC, BPF
Outdoor recreation and sports facilities (public or private), such as golf courses and driving ranges, tennis courts, basketball courts, hockey rinks – both ice and in-line skating, athletic facilities	EC		SFD, SFA, MF, MC, VC, OC, BPF
Pools and water-related recreation parks and facilities (outdoor and indoor)	EC		SFD, SFA, MF, MC, VC, OC, BPF
Private recreational uses, country clubs, and other private clubs operated for benefit of members only and not for commercial gain	EC,MC,VC	MF, OC	SFD, SFA, BPF

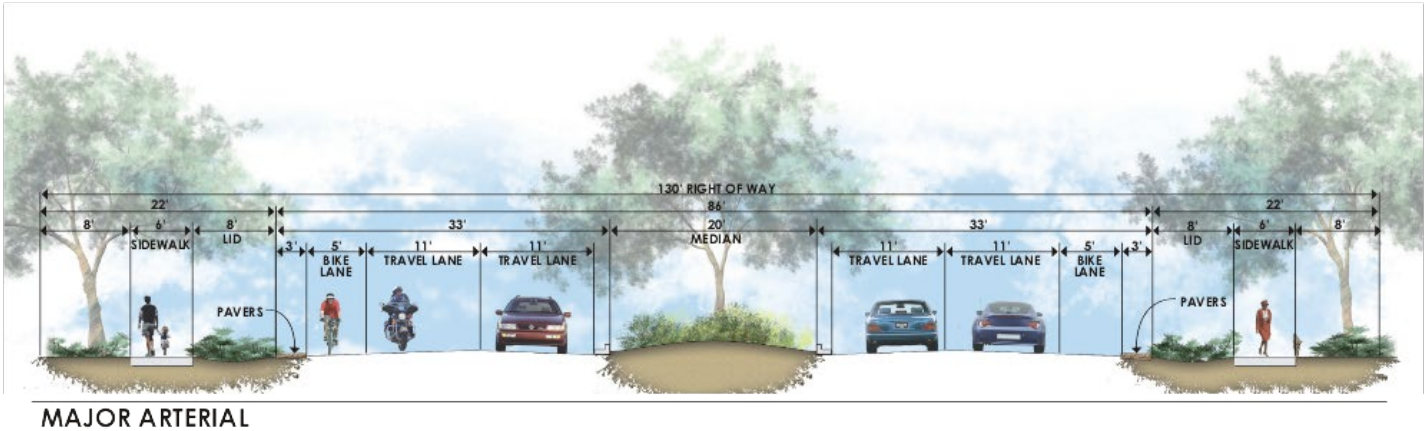
Sporting arenas, coliseums, and other similar spectator sports venues	EC		SFD, SFA, MF, MC, VC, OC, BPF
MUSEUM, ZOOS, AND OTHER SPECIAL PURPOSE RECREATIONAL OR CULTURAL INSTITUTION			
Community or visitor information center	VC, MC, EC	OC	SFD, SFA, MF, BPF
Outdoor displays of public art (e.g. Sculpture gardens, formal landscape gardens, etc.)	SFD, SFA, MF, MC, VC, OC, EC, BPF		
Library	MC, VC, EC,	OC, SFA, SFD, MF	BPF
Museum, historic park, or similar cultural facility	MC, VC, EC	MF	SFD, SFA, OC, BPF
Non-Profit neighborhood or community recreation centers, including outdoor or indoor pools	EC, MF	SFA SFD	MC, VC, OC, BPF
Zoo, arboretum or botanical gardens	EC	MF	SFD, SFA, MC, VC, OC, BPF
NATURAL AND OTHER RECREATIONAL PARKS AND OPEN SPACE			
Nature center /environmental education center	EC		SFD, SFA, MF, MC, VC, OC, BPF
Parks, playgrounds, trails, trailheads, picnic tables,/shelters, and other outdoor passive recreation facilities, dog park	SFD, SFA, MF, MC, VC, OC, EC, BPF		
PERFORMING ARTS ESTABLISHMENTS AND SUPPORTING ESTABLISHMENTS			
Dancing, music and theatrical studio	MC, VC, EC	MF, OC	SFD, SFA, BPF
Theatres, auditoriums, concert halls, amphitheatres, and similar performing arts venues	MC, VC, EC	MF, OC	SFD, SFA, BPF
EDUCATION, PUBLIC ADMINISTARTION, HEALTH CARE, AND OTHER INSTITUTIONAL USES			
Type of Use	**Permitted**	**UbSR**	**Not Permitted**
EDUCATIONAL SERVICES			
Colleges and universities	MC, VC, OC, EC, BPF	SFA SFD, MF	
Preschool and nursery school	MF, MC, VC, OC, EC	BPF, SFD, SFA,	
Child day care facility	MF, MC,VC,OC,EC	BPF,SFD, SFA	
Kindergarten	MF, MC, VC, OC, EC	BPF, SFD, SFA,	
Middle schools	MF, MC, VC, OC, EC	BPF, SFD, SFA,	
High schools	MF, MC, VC, OC, EC,	BPF, SFD,SFA	
Technical, trade, business, or other specialty school	MC, VC, OC, EC, BPF	SFA, SFD, MF	

COMMUNITY SERVICES AND NON-RELIGIOUS ASSEMBLY			
Events center, convention or conference center, meeting hall exhibition hall, and similar places of public assembly	MC, VC, EC	MF, OC	SFD, SFA, BPF
Private clubs or lodges; civic, social, and fraternal organizations	EC, MC,VC	MF, OC	SFD, SFA, BPF
DEATH SERVICE			
Cemeteries, crematoriums, and mausoleums			SFD, SFA, MF, MC, VC, OC, EC, BPF
Funeral homes, mortuaries	VC	MF, OC	SFD, SFA, MC, EC, BPF
HEALTH AND HUMAN SERVICES			
Clinics – Medical, dental, Psychiatric	MC, VC, OC, EC,	MF, BPF	SFD, SFA
Hospitals and emergency care facilities	MC, VC, OC, EC	MF, BPF	SFD, SFA
Medical and Diagnostic laboratories	MC, VC, OC, EC,BPF	MF	SFD, SFA
PUBLIC ADMINISTRATION, PUBLIC SAFETY, AND OTHER GOVERNMENT FACILITIES			
Ambulance or emergency response dispatch; fire and rescue, police facilities	MC, VC, OC, EC, MF, BPF		SFD, SFA
Outdoor training facilities for police and fire personnel			SFD, SFA, MF, MC, VC, OC, EC, BPF
RELIGIOUS ASSEMBLY			
Religious assembly with accessory educational or community service uses with seating capacity of less than 1000, or on a site of less than 10 acres	MC, VC, OC, EC	BPF, SFD, SFA, MF	
Religious assembly with seating capacity of 1000 or more in sanctuary or main activity area, or proposed on a site 10 acres or larger		SFD, SFA, MF, MC, VC, OC, EC, BPF	
MINING AND EXTRACTION USES			
Type of Use	**Permitted**	**UbSR**	**Not Permitted**
MINING AND EXTRACTION USES			
Mining quarries, sand and gravel operations, and similar extractive land uses.			SFD, SFA, MF, MC, VC, OC, EC, BPF
AGRICULTURAL AND RELATED SERVICE USES			
Type of Use	**Permitted**	**UbSR**	**Not Permitted**
AGRICULTURAL PRODUCTION			
Agricultural uses, limited to the cultivation of crops and grazing of animals			SFD, SFA, MF, MC, VC, OC, EC, BPF
Greenhouses and plant nurseries	BPF	EC	SFD, SFA, MF, MC, VC, OC,

AGRICULTURAL RELATED SALES			
Sale of agricultural products not requiring a sales tax license			SFD, SFA, MF, MC, VC, OC, EC, BPF
TEMPORARY USES AND STRUCTURES			
Type of Use	**Permitted**	**UbSR**	**Not Permitted**
Christmas tree lots, fruit and vegetables sales stands, and similar seasonal sales, craft fairs, sidewalk sales.	VC, MC		SFD, SFA, MF, OC, EC, BPF
Circuses, carnivals, festivals, petting zoos, outdoor concerts, and similar temporary special events		MC, VC, EC	SFD, SFA, MF, OC, BPF
Farmers' market	VC, MC		SFD, SFA, MF, OC, EC, BPF
Firework sales	VC,		SFD, SFA, MF, MC, OC, EC, BPF
Flea markets		VC, MC	SFD, SFA, MF, OC, EC, BPF
Model homes	SFD, SFA, MF		MC, VC, OC, EC, BPF
Temporary construction structures and other temporary structures	SFD, SFA, MF, MC, VC, OC, EC, BPF		
Temporary school classroom structures		SFD, SFA, MF, MC, VC, OC, EC, BPF	
Temporary vendor cart	MC, VC, OC, EC, BPF	MF	SFD, SFA

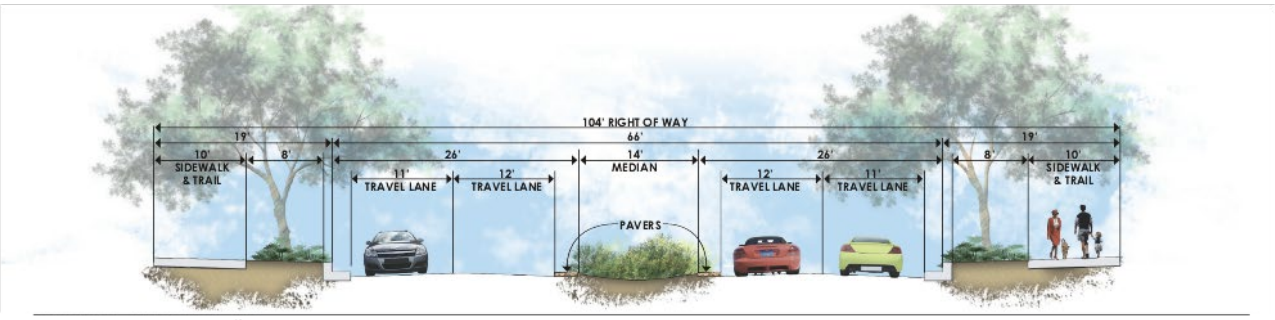
5. ROADWAY STANDARDS

Roadway Classification	**Major Arterial** City Roadway Classification Design Standards apply when not modified below.
Cross Section Type	Major Arterial
Street Names	• **Troy**
Circulation Plan Segment Numbers	1
Right-of-Way Width	130 ft.
Roadway Width – No flow Line	86’
Median Width	20 ft.
Median Type	Either raised median or depressed with porous landscape detention and underdrain
Number of Travel Lanes	4
Designated Shoulder/Bike lane Width	Yes 5 ft.
On street parking lane width	None
Left Turn lanes Required	Yes at points of access
Right Turn Lanes Required	Yes at points of Access
Landscape	8 ft. between ribbon edge and edge of sidewalk. Median can include western water wise landscaping and trees where practical.
Sidewalk type	Detached
Sidewalk width	6 ft.
Curb type	Concrete ribbon or grass pavers to stabilize asphalt.
Allowed Access	Limited, CDOT Access Code
	No Residential Access to individual lots



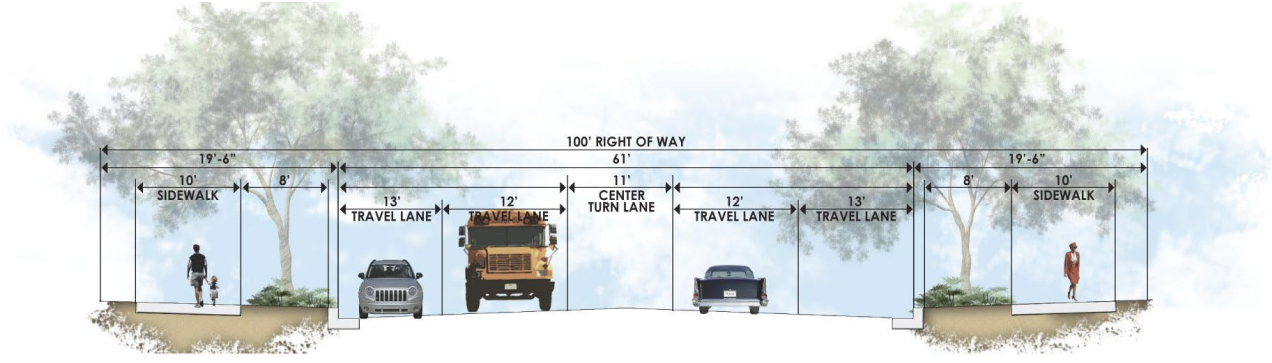
MAJOR ARTERIAL

Roadway Classification	**Minor Arterial #1** City Roadway Classification Design Standards apply when not modified below.
Cross Section Type	Minor Arterial #1
Street Names	**Rawlings**
Circulation Plan Segment Numbers	**2**
Right-of-Way Width	104 ft.
Roadway Width flow line to flow line	66 ft.
Median Width	14 ft.
Median Type	Depressed with porous landscape detention and underdrain
Number of Travel Lanes	4
Designated Shoulder/Bike lane Width including gutter	No, 2ft. gutter, Bike lane combined with sidewalk
On street parking lane width	None
Left Turn lanes Required	Yes
Right Turn Lanes Required	Yes
Landscaping	8 ft. Landscaped areas between curb head and edge of sidewalk. Median can include western water wise landscaping and trees where practical.
Sidewalk type	Detached
Sidewalk width	10 ft. includes bike lane
Curb type	Vertical
Allowed Access	Limited CDOT Access Code
	No residential access to individual lots



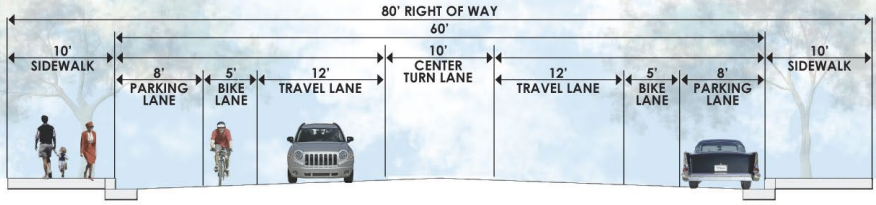
MINOR ARTERIAL #1

Roadway Classification	**Minor Arterial #2** City Roadway Classification Design Standards apply when not modified below.
Cross Section Type	Minor Arterial #2
Street Names	**Rawlings**
Circulation Plan Segment Numbers	**3**
Right-of-Way Width	100 ft.
Roadway Width flow line to flow line	61 ft
Median Width	None, center turn lane
Median Type	N/A
Number of Travel Lanes	5 including center turn lane
Designated Shoulder/Bike lane Width including gutter	No, 2 ft shoulder, Bike lane combined with sidewalk
On street parking lane width	None
Left Turn lanes Required	Yes
Right Turn Lanes Required	Yes
Landscaping	8ft. Landscaped area between curb head and edge of sidewalk
Sidewalk type	Detached
Sidewalk width	10 ft. includes bike lane
Curb type	Vertical
Allowed Access	Limited CDOT Access Code
	No residential access to individual lots



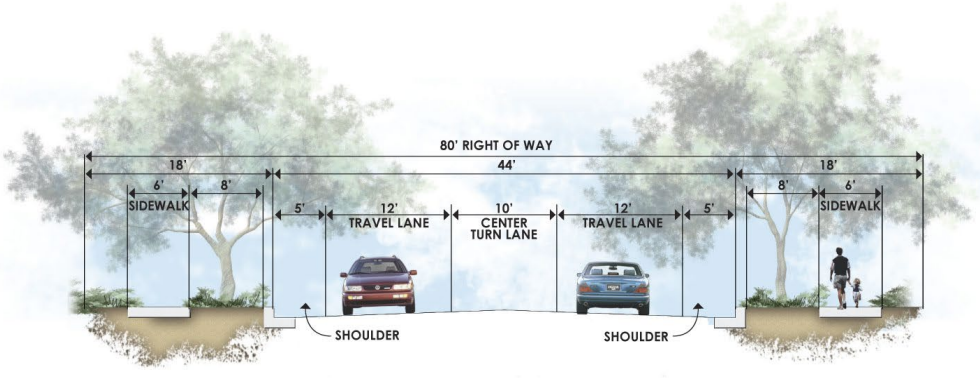
MINOR ARTERIAL #2

Roadway Classification	**Business Collector** City Roadway Classification Design Standards apply when not modified below.
Cross Section Type	Business Collector
Street Names	• **Rawlings**
Circulation Plan Segment Numbers	**4**
Right-of-Way Width	80 ft.
Roadway Width flow line to flow line	60 ft.
Median Width	None, center turn lane
Median Type	N/A
Number of Travel Lanes	3 including center turn lane
Designated Shoulder/Bike lane Width including gutter	Yes 5 ft.
On street parking lane width	8 ft.
Left Turn lanes Required	Yes
Right Turn Lanes Required	Yes
Landscaping	Included in sidewalk as either tree grates or raised planters.
Sidewalk type	Attached
Sidewalk width	10 ft.
Curb type	vertical
Allowed Access	Limited
	No residential access to individual lots



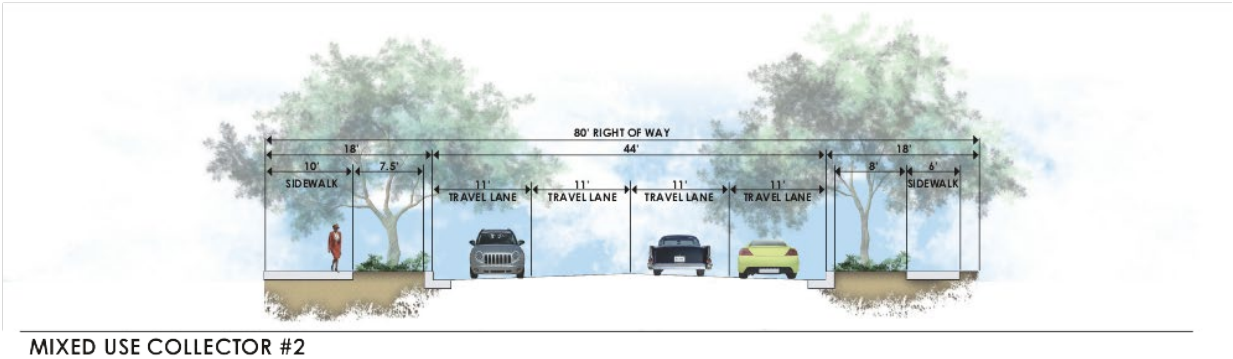
BUSINESS COLLECTOR

Roadway Classification	**Mixed Use Collector #1** City Roadway Classification Design Standards apply when not modified below.
Cross Section Type	Mixed Use Collector #1
Street Names	**None yet named.**
Circulation Plan Segment Numbers	**5, 6, 7**
Right-of-Way Width	80 ft.
Roadway Width flow line to flow line	44 ft.
Median Width	None Center turn lane
Median Type	N/A
Number of Travel Lanes	3 including center turn lane
Designated Shoulder/Bike lane Width including gutter	5 ft shoulder No designated Bike Lane
On street parking lane width	None
Left Turn lanes Required	Yes
Right Turn Lanes Required	Right lanes warranted per CDOT access code
Landscaping	8 ft. between Curb head and edge of sidewalk
Sidewalk type	Detached
Sidewalk width	6 ft.
Curb type	Vertical
Allowed Access	Limited
	No residential access to individual lots



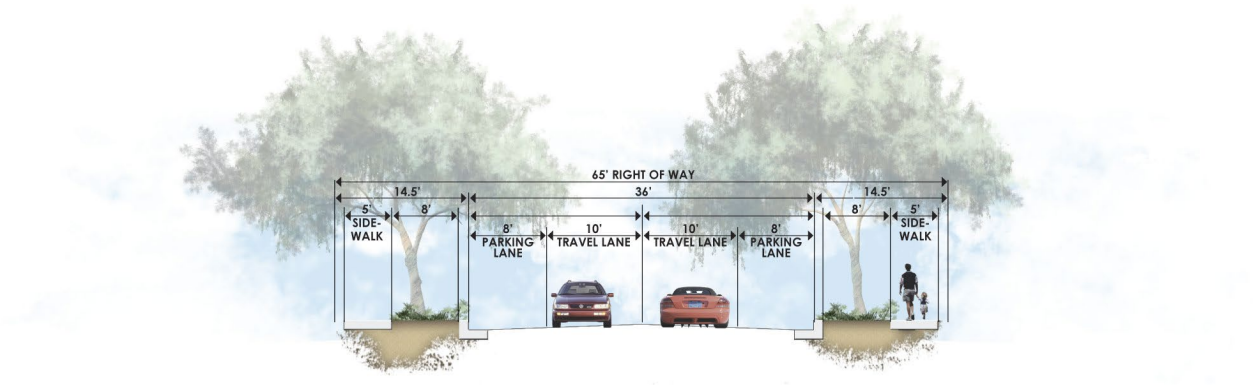
MIXED USE COLLECTOR #1

Roadway Classification	**Mixed Use Collector #2** City Roadway Classification Design Standards apply when not modified below.
Cross Section Type	Mixed Use Collector #2
Street Names	• **Baculite Mesa Drive** • **Villa Bella Blvd.**
Circulation Plan Segment Numbers	**8, 9**
Right-of-Way Width	80 ft.
Roadway Width flow line to flow line	44ft.
Median Width	None
Median Type	**N/A**
Number of Travel Lanes	4 with flare at access points
Designated Shoulder/Bike lane Width including gutter	No Designated Bike Lane
On street parking lane width	None
Left Turn lanes Required	Yes
Right Turn Lanes Required	Right lanes warranted per CDOT access code
Landscaping	8 ft, and 7.5 ft. between Curb head and edge of sidewalk
Sidewalk type	Detached
Sidewalk width	6 ft. and 10ft. including bike lane
Curb type	Vertical
Allowed Access	Limited
	No residential access to individual lots



MIXED USE COLLECTOR #2

Roadway Classification	**Neighborhood Collector** City Roadway Classification Design Standards apply when not modified below.
Cross Section Type	Neighborhood Collector
Street Names	• **Villa Bella Blvd**
Circulation Plan Segment Numbers	**10**
Right-of-Way Width	65 ft.
Roadway Width flow line to flow line	36 ft.
Median Width	None
Median Type	N/A
Number of Travel Lanes	2
Designated Shoulder/Bike lane Width including gutter	Parking Lane will be signed but not striped as bike lane.
On street parking lane width	8 ft.
Left Turn lanes Required	At Intersections
Right Turn Lanes Required	Right turn lanes warranted per CDOT Access Code
Landscaping	8 ft. between curb head and edge of sidewalk
Sidewalk type	Detached
Sidewalk width	5 ft
Curb type	Vertical
Allowed Access	Limited
	No residential access to individual lots



NEIGHBORHOOD COLLECTOR

6. SPECIAL URBAN DESIGN FEATURES

Special Urban Design Features are those signature features which are unique to the Villa Bella development. That will be designed to create a unique identity for the development and set the design standard for the Community. These features may be included in one or more land use parcels and in the case of the roadway rights-of-way, may include the required landscape set back behind the property line that adjoins these roadway corridors. The standards established for these Special Urban Design Features will serve as the Site Plans for the specific areas, which all adjacent development must conform. The Planning and Zoning Commission has the authority to require all site plans which abut or overlap a Special Urban Design Feature to conform to the designs and standards set forth.

The goal of the landscaping standard within these Special Urban Design features is to develop a unique identity for the project using western water-wise landscape species and materials. See Special Urban Design Features map pg. 43; and Circulation Plan, Sheet 7 of 9 of the Development Plan.

The Special Urban Designed Features will be maintained through a Special District or Metropolitan District created to provide maintenance of public improvements. This district will fund the maintenance of all landscape, drainage improvements, and public improvements within the Public Right-of-Ways, Special Urban Design Features, and the private landscape setbacks identified within Median Right-of-Way and Landscape Setback Areas, Section F(6)(D).

The Planning and Zoning Commission has the authority to, by separate action, approve final designs of all Special Urban Design Features at the time of Site Plan approval. Landscaping will be designed to achieve a reduction in storm water run-off. “Low Impact Development” (LID) techniques will be incorporated into the landscape design. All “Best Management Practices” (BMPs) relating to water quality and quantity must be adequately maintained by the owner of the lot, by an association, or an appropriate maintenance district.

A. Primary Entry Features

1. Troy Avenue where it enters Villa Bella on the south.
2. Troy Avenue where it intersects with Villa Bella Boulevard at the northern boundary.
3. Rawlings Boulevard where it intersects with Baculite Mesa Drive near the eastern boundary.

4. Rawlings Blvd where it enters the University. This will be included in the ThunderVillage Urban Design Plan, Section F(6)(E).

B. Round-A-Bout Features

a. The intersection of Troy Avenue and Rawlings Boulevard, which may include design features within the private landscape setback outside the Public Right-of-Way and the raised medians radiating out from the round-a-bout.

b. The intersection of Villa Bella Boulevard and Walking Stick Boulevard.

C. Minor Intersections

a. All intersections along Troy Avenue, Rawlings Blvd, and Villa Bella Blvd. which may include design features within the private landscape setback outside the Public Right-of-Way. Not all minor intersections are listed on the Special Urban Design Features Map pg. 43. Their location will be decided at the time of subdivision.

D. Median, Right-of-Way and Setback Landscaping

a. The Troy Avenue corridor, including an additional 10' feet of landscape setback outside the Public Right-of-Way. Please see Roadway standards, Section F (5) of this Guide for more information. The common 10 ft. landscaped set back will include street trees, utilizing western water wise landscape materials, and will adjoin the entire length of Troy Avenue including increases to the Right-of-Way at intersections.. This 10 ft landscape setback is designed to fulfill the requirements of the Landscape Performance Standards, 17-4-7 (3) (a) of the Pueblo Municipal Code, including the size and quality of trees. The landscaped areas will be designed utilizing low impact development techniques.

b. The Rawlings Boulevard Corridor east of Troy Avenue will include an additional 10' foot landscape setback outside the Public Right-of-Way. The ten-foot landscaped set back will be designed to fulfill the requirements of the Landscape Performance Standards 17-4-7 (3) (a) of the Pueblo Municipal Code including the size and quality of trees. It will also be designed using western water wise landscape materials and Low Impact Development techniques. The building set back along the portion of Rawlings Boulevard through the ThunderVillage Commercial District west of Troy Avenue will be16 feet. Please see Thunder Village Urban Design Plan, Section F (6) (E).

c. The Villa Bella Boulevard Corridor will include landscaped areas which will be designed utilizing low impact development techniques. Please see Roadway Standards, Section F (5) of the Guide.

E. Thunder Village Urban Design Plan

Thunder Village Commercial District fronts Rawlings Boulevard. Rawlings Boulevard serves as the central corridor, with a 26-foot-wide sidewalk and private common space corridor. The ten feet of this corridor, within the public right-of-way, serves as the public sidewalk; and the 16 feet, between the R.O.W. line and the front of the buildings, is the private common space. The private common open space will be used for café seating, arts and craft fairs, sidewalk sales, seasonal sales, and promotions etc. An urban landscape/tree strip, defining the private and the public space, will be designed to separate the sidewalk from the private common space corridor. This tree strip will be designed to incorporate low impact development techniques.

Thunder Alley, the 50-foot-wide pedestrian-style mall, connecting Rawlings Boulevard with the south end of the stadium, will also serve as a common open space. Sixteen feet on both sides of Thunder Alley will be designed for use as café seating, arts and craft fairs, sidewalk sales, seasonal sales, and promotions etc. The remaining 18-feet will be a public ingress/egress easement, providing access to the Thunder Bowl Stadium. It will run through the middle of Thunder Alley. Parallel urban landscape/tree strips will be used to define the private and the public spaces, and will be designed to incorporate low impact development techniques.

The ThunderVillage Urban Design Plan will establish specific Architectural and Urban Design Standards in accordance with the Land Use, and Control Provisions established in Sections F(3), F(4) and F(5) of this guide.

Thunder Village at Villa Bella
Pueblo Colorado
(Updated 3-1-2021 To Match Public Meeting Approval of Z-07-31(a) from 1-25-2017)

Urban Design Plan

The Villa Bella PUD has identified and created the general zoning and land use requirements for this approximately 600 acre master planned community. The building lots on both the North and South sides of Rawlings Boulevard known as the Thunder Village Commercial Lifestyle Center are within Main Street Commercial (MC) PUD Zone as well as two of the areas within the Vehicular Commercial (VC) PUD Zone

The goal of Thunder Village is to promote the College Campus lifestyle by providing needed amenities and services, as well as to encourage interaction between Students, Faculty, the General Public, particularly
Pueblo's Northside residents. This will be accomplished through creation of pedestrian gathering spaces adjacent to the Rawlings Boulevard façade of the buildings. These patio spaces will be used for the tenants' patrons outdoor seating and socializing areas.

Building scale, finish, detailing, and site design should promote and encourage pedestrian activities and create public gathering spaces.

Buildings within the Thunder Village area should be designed and laid-out in such a way as to create a sense of community and provide a small town Main Street experience while accommodating vehicular circulation and parking opposite of the Rawlings Boulevard street frontage.

The following guidelines will be incorporated in the Thunder Village at Villa Bella Urban Design Plan. This document is presented as a general guideline only and future project variances within Thunder Village may be reviewed on a case by case basis by the City of Pueblo Planning and Community Development's staff Technical Advisory Committee.

SITE DESIGN

Building Site Orientation and Layout

As shown in the illustration 'Rawlings Right of Way' Exhibit 'A' (attached) Buildings shall be sited adjacent to the public sidewalk on Rawlings Boulevard.

The private common space adjacent to the pedestrian sidewalk in the Rawlings Boulevard right of way will be used for café seating, arts and crafts, sidewalk sales, seasonal sales and sporting event promotions and rallies. All storefronts shall be assessable from Rawlings Boulevard per ADA guidelines.

Building facades shall generally align along the length of Rawlings Boulevard. The building front façade must face Rawlings Boulevard.

ARCHITECTURAL DESIGN FEATURES

Streetscape

Street trees shall be in a tree pit with permeable surface. Tree species shall be per 'City of Pueblo' Landscape Ordinance for trees in the public right-of-way.

Street trees along Rawlings Boulevard will be generally thirty six (36) feet center to center, with flexibility to locate street trees for tenant building entry and/or ADA access.

All storefronts shall be accessible from Rawlings Boulevard per ADA guidelines.

Patterned and/or colored concrete sidewalk areas are required. The Rawlings Boulevard sidewalk, between the back of the curb and the street tree pits, and the area between the tree pits that is parallel to the street, shall be colored and/or patterned concrete. Patterned concrete
shall be sawed or scored approximately 20" c/c each way, square pattern.

Street furniture, planters, tree pits, patio railings, bike racks as requested or required by building owners and/or tenants will be submitted and reviewed by

City of Pueblo Planning and Community Development's staff Technical Advisory Committee.

Planters may be used as permeable surface in tree pits.
Planters shall have side walls between 16" and 24" high. Construction may be stucco or veneer stone covered concrete block or brick masonry with a stone or precast concrete cap. Planters require a minimum of 70% living landscape material (shrubs and/or perennials)

Pedestrian crossings at future streets shall be provided and designed to match existing pedestrian crossings in Rawlings Boulevard. The pedestrian walkway, Thunder Alley, shall be special paving that contrasts with the typical Rawlings Boulevard paving. The Thunder Alley pedestrian way shall not be paved in asphalt.

Landscape

In lieu of a landscaped setback, where the building or open space area abuts the street right-of-way, streetscape standards, as noted above shall be allowed. As per the Villa Bella PUD specifications, landscaping will designed to be within 'Western Water Wise Landscaping'
guidelines. Landscape design shall consider the existing extreme expansive soil conditions as determined by the soils samples as analyzed in the Soils Report as provided by Jesik Consulting, Pueblo, Colorado (Report # 16-7083).

Signage

Exterior Signage – Backlit commercial cabinet signage or exposed raceway signage is not permitted.

Signage design shall convey a festive, attractive, inviting and energized atmosphere.

All signage shall meet 'City of Pueblo Planning and Community Development' ordinance requirements, specifically, Chapter 10 of the Pueblo Municipal Code.

Building Developer or Tenant will provide a sign plan for City Staff review.

Signage on windows on street sides of building shall be limited to 40% of storefront windows and 20% of glazing at storefront doors.

Lighting

All exterior light should be full cut-off 'Dark Skies' design.

Exterior lighting design does allow for light trespass beyond the specific site property lines to centerline of the adjacent Right of Way.

Maximum parking lot light levels shall be per Pueblo City Code

Exterior building design features

A complimentary color scheme for building exteriors is required. Exterior color scheme may be reviewed on a case by case basis by the City of Pueblo Planning and Community Development's staff Technical Advisory Committee.

Awnings are required on windows facing Rawlings Boulevard; awnings at first floor storefront areas are optional. Awning material must be mold and UV resistant fabric, manufactured by "Sunbrella", or equal. Awnings must be designed to meet or exceed 2015 IBC Building Code 115 MPH 'Exposure B' structural engineering specs.

Pergolas, loggias, trellis, umbrellas and other design features and accessories that create inviting pedestrian spaces are encouraged.

Drive-through patron pick up windows which meet 'Pueblo Municipal Code' requirements are permitted. Drive through lanes and associated pickup windows are not allowed on, or parallel to, the Rawlings Boulevard elevation of the building.

Building Façade Design shall incorporate offsets and variation in wall plane and parapet height to provide visual interest and shade and shadow lines to the structure.

Rooftop mechanical equipment shall be screened by building parapet walls or a roof screen with compatible building material as to be not visible to pedestrians as far as 30 feet from the building facades measured from the building finish floor elevation.

Multi-story buildings are permitted per the Villa Bella MC and VC PUD zones. One story buildings in these zones must have facades fronting Rawlings Boulevard that are tall enough to accommodate a minimum of 2 stories. Minimum building height shall be an average of twenty (20) feet.

Building facades fronting Rawlings Boulevard will have three dimensional cornice features and treatment.

ARCHITECTURAL CONSTRUCTION MATERIALS

Exterior Building Finish Materials

Building exteriors may be a mix of brick masonry, stone of stone veneer or stucco. Brick masonry must comprise at least 40% of the building facades, not including storefront or windows. Masonry colors will be subject to Developer preferences and may be reviewed by City of Pueblo Planning and Community Development's staff Technical Advisory Committee.

Other materials, such as metal, wood, or precast may be used as an accent if their use compliments the building aesthetics.

Fenestration, glass and glazing

Traditional aluminum storefront systems are permitted in standard or custom colors.

At street sidewalk level larger areas of storefront type glazing are encouraged.

Upper floors will have a traditional size and spacing, typically vertical orientation. Clear or lightly tinted glazing is recommended.

Glazed overhead doors, walk-up service windows and large operable glass doors are encouraged.

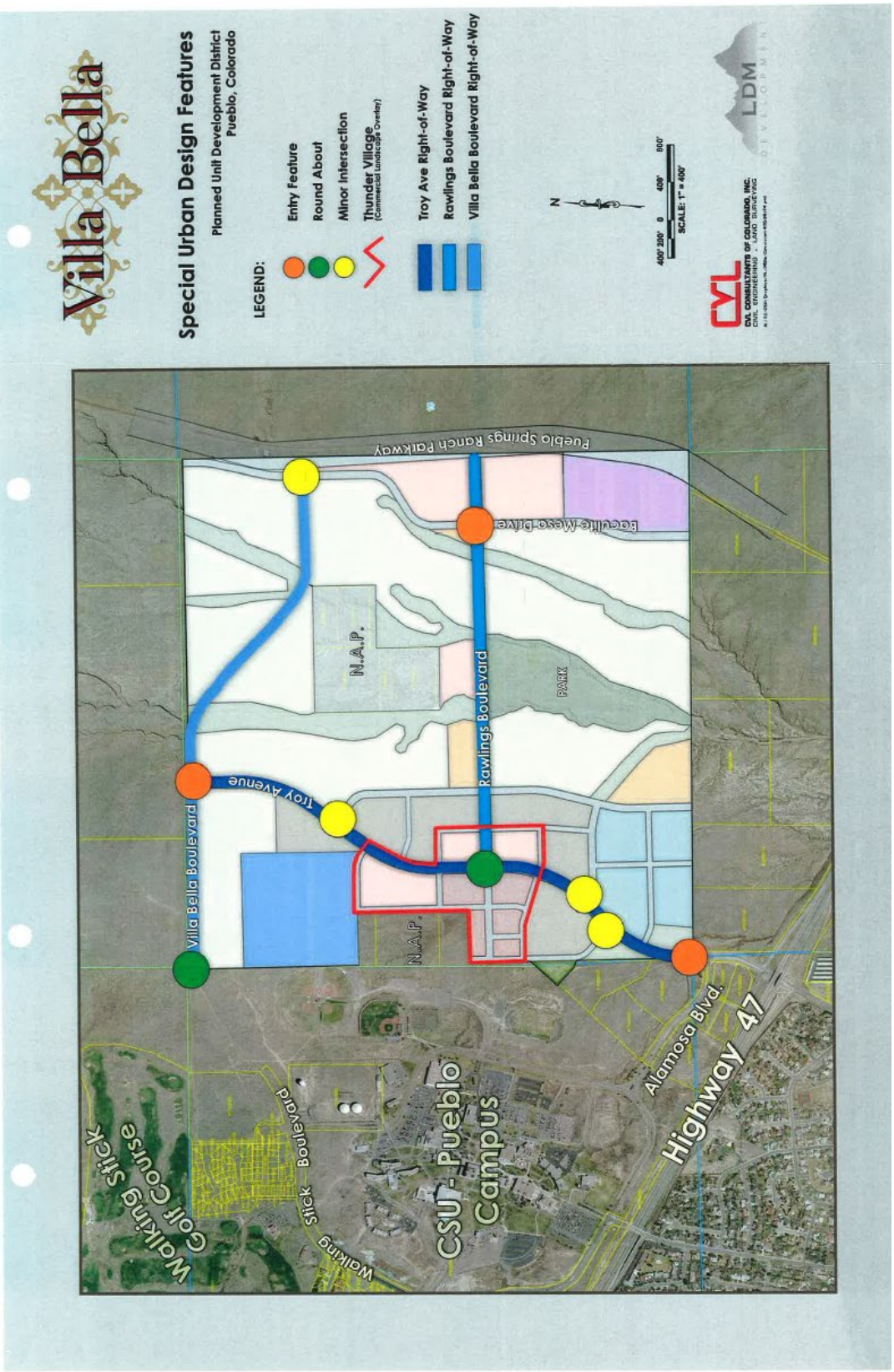
BUILDING OCCUPANCY

Tenants

When possible building tenants shall be chosen which will build upon the Main Street public gathering and socializing aspect of Thunder Village; including restaurants, sports bars, Coffee House, youth oriented retail, as well as service businesses that cater to students and faculty. Other uses will be considered on a case by case basis.

Office and residential is appropriate for upper stories of the building.

Businesses which also will attract the surrounding non- campus neighborhoods are also desired.


Villa Bella
Special Urban Design Features
Planned Unit Development District
Pueblo, Colorado
LEGEND:
Entry Feature
Round About
Minor Intersection
Thunder Village
(Commercial Landscape Overlay)
Troy Ave Right-of-Way
Rawlings Boulevard Right-of-Way
Villa Bella Boulevard Right-of-Way
N
400' 200' 0 400' 800'
SCALE: 1" = 400'
CVL
CVL CONSULTANTS OF COLORADO, INC.
LDM
DEVELOPMENT
Pueblo Springs Ranch Parkway
Baculite Mesa Drive
N.A.P.
PARK
Rawlings Boulevard
Troy Avenue
Villa Bella Boulevard
N.A.P.
Walking Stick Golf Course
Walking Stick Boulevard
CSU - Pueblo Campus
Alamosa Blvd.
Highway 47

G. LEGAL DESCRIPTION

VILLA BELLA
(Revised October 4, 2007)

BEING PORTIONS OF SECTIONS 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN.

TOGETHER WITH THAT CERTAIN PORTION OF 'PARCEL A' AS DELINEATED ON THE PLAT OF "UNIVERSITY VILLAGE SUBDIVISION FILING No. 2, A SPECIAL AREA PLAN" AT RECEPTION No. 1372500, OF PUEBLO COUNTY RECORDS, THAT LIES WITHIN SAID SECTION 17.

EXCEPTING THEREFROM THE NW4 OF THE SW4 OF THE NE4 OF SAID SECTION 16.

FURTHER EXCEPTING THEREFROM THE SW4 OF THE SW4 OF THE NE4 OF SAID SECTION 16.

FURTHER EXCEPTING THEREFROM THE NE4 OF THE SW4 OF THE NE4 OF SAID SECTION 16.

FURTHER EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 16;
THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW ¼), NORTH 01º17'14" WEST, 852.22 FEET TO A POINT;
THENCE LEAVING SAID WEST LINE, NORTH 89º30'18" EAST, 553.73 FEET TO A POINT;
THENCE SOUTH 01º17'21" EAST, 1103.33 FEET TO A POINT;
THENCE SOUTH 88º42'39" WEST, 553.69 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER (SW ¼) OF SAID SECTION 16;
THENCE ALONG SAID WEST LINE, NORTH 01º17'34" WEST, 660.50 FEET TO THE POINT OF BEGINNING.

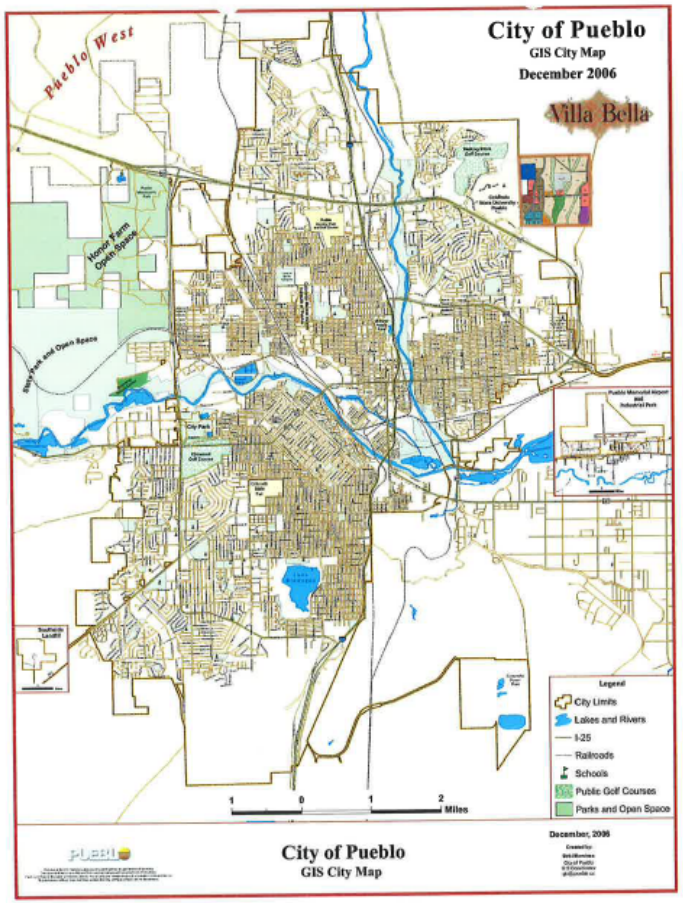
FURTHER EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 16;
THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (SW ¼) OF SAID SECTION 16, NORTH 01º17'34" WEST, 1040.73 FEET TO THE **POINT OF BEGINNING;**
THENCE CONTINUING ALONG SAID WEST LINE, NORTH 01º17'34" WEST, 173.07 FEET TO A POINT;
THENCE SOUTH 72º11'56" EAST, 29.11 FEET TO THE CENTERLINE OF TROY AVENUE AS DELINEATED ON SAID PLAT, AND BEING A NON-TANGENT CURVE TO THE LEFT CONCAVE EASTERLY;

THENCE SOUTHERLY ALONG SAID CENTERLINE AND CURVE, HAVING A RADIUS OF 500.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 08º15'15" WEST AND HAS A CHORD LENGTH OF 165.85 FEET, THROUGH A CENTRAL ANGLE OF 19º05'35", FOR AN ARC LENGTH OF 166.62 FEET TO THE POINT OF BEGINNING.

CONTAINING **601.36** TOTAL ACRES OF LAND, MORE OR LESS.

End of Legal Description.



Project Team:

LDM Development
503 N Main St. Suite 110 LL
Pueblo Colorado, 81003
(719) 404-1654
Contact: James Munch

CVL Consultants of Colorado Inc.
7901 East Belleview Ave. Suite 150
Englewood, Co 80111
(720) 482– 9526
Contact: Patrick Quinney

LEGAL DESCRIPTION

BEING PORTIONS OF SECTIONS 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN.

TOGETHER WITH THAT CERTAIN PORTION OF 'PARCEL A' AS DELINEATED ON THE PLAT OF "UNIVERSITY VILLAGE SUBDIVISION FILING No. 2, A SPECIAL AREA PLAN" AT RECEPTION No. 1372500, OF PUEBLO COUNTY RECORDS, THAT LIES WITHIN SAID SECTION 17.

EXCEPTING THEREFROM THE NW4 OF THE SW4 OF THE NE4 OF SAID SECTION 16.

FURTHER EXCEPTING THEREFROM THE SW4 OF THE SW4 OF THE NE4 OF SAID SECTION 16.

FURTHER EXCEPTING THEREFROM THE NE4 OF THE SW4 OF THE NE4 OF SAID SECTION 16.

FURTHER EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 16;
THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW ¼), NORTH 01°17'14" WEST, 852.22 FEET TO A POINT;
THENCE LEAVING SAID WEST LINE, NORTH 89°30'18" EAST, 553.73 FEET TO A POINT;
THENCE SOUTH 01°17'21" EAST, 1103.33 FEET TO A POINT;
THENCE SOUTH 88°42'39" WEST, 553.69 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER (SW ¼) OF SAID SECTION 16;
THENCE ALONG SAID WEST LINE, NORTH 01°17'34" WEST, 660.50 FEET TO THE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 16;
THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (SW ¼) OF SAID SECTION 16, NORTH 01°17'34" WEST, 1040.73 FEET TO THE **POINT OF BEGINNING;**
THENCE CONTINUING ALONG SAID WEST LINE, NORTH 01°17'34" WEST, 173.07 FEET TO A POINT;
THENCE SOUTH 72°11'56" EAST, 29.11 FEET TO THE CENTERLINE OF TROY AVENUE AS DELINEATED ON SAID PLAT, AND BEING A NON-TANGENT CURVE TO THE LEFT CONCAVE EASTERLY;
THENCE SOUTHERLY ALONG SAID CENTERLINE AND CURVE, HAVING A RADIUS OF 500.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 08°15'15" WEST AND HAS A CHORD LENGTH OF 165.85 FEET, THROUGH A CENTRAL ANGLE OF 19°05'35", FOR AN ARC LENGTH OF 166.62 FEET TO THE POINT OF BEGINNING.

CONTAINING **601.36** TOTAL ACRES OF LAND, MORE OR LESS.

Villa Bella

Development Plan

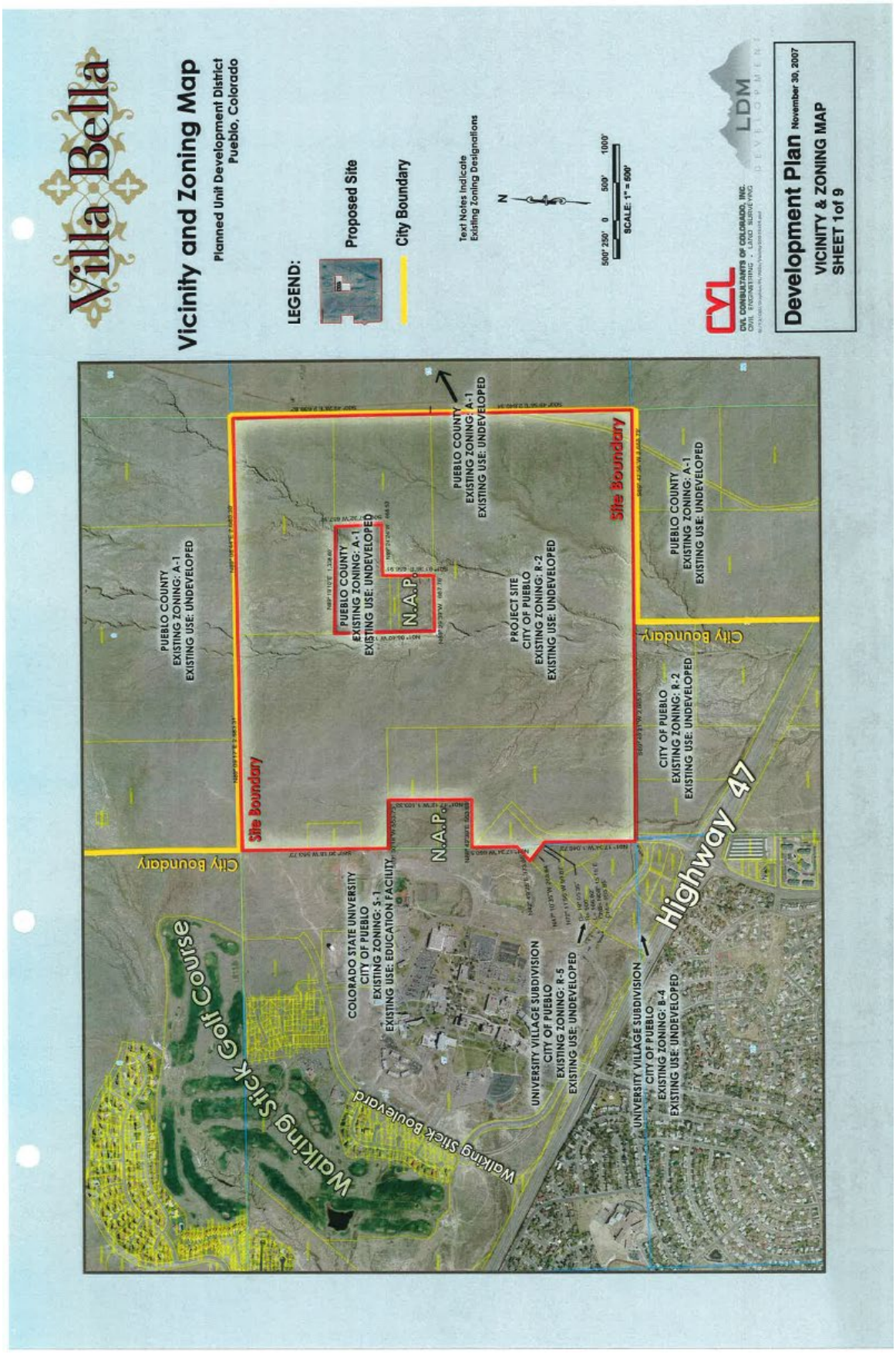
January 28, 2008

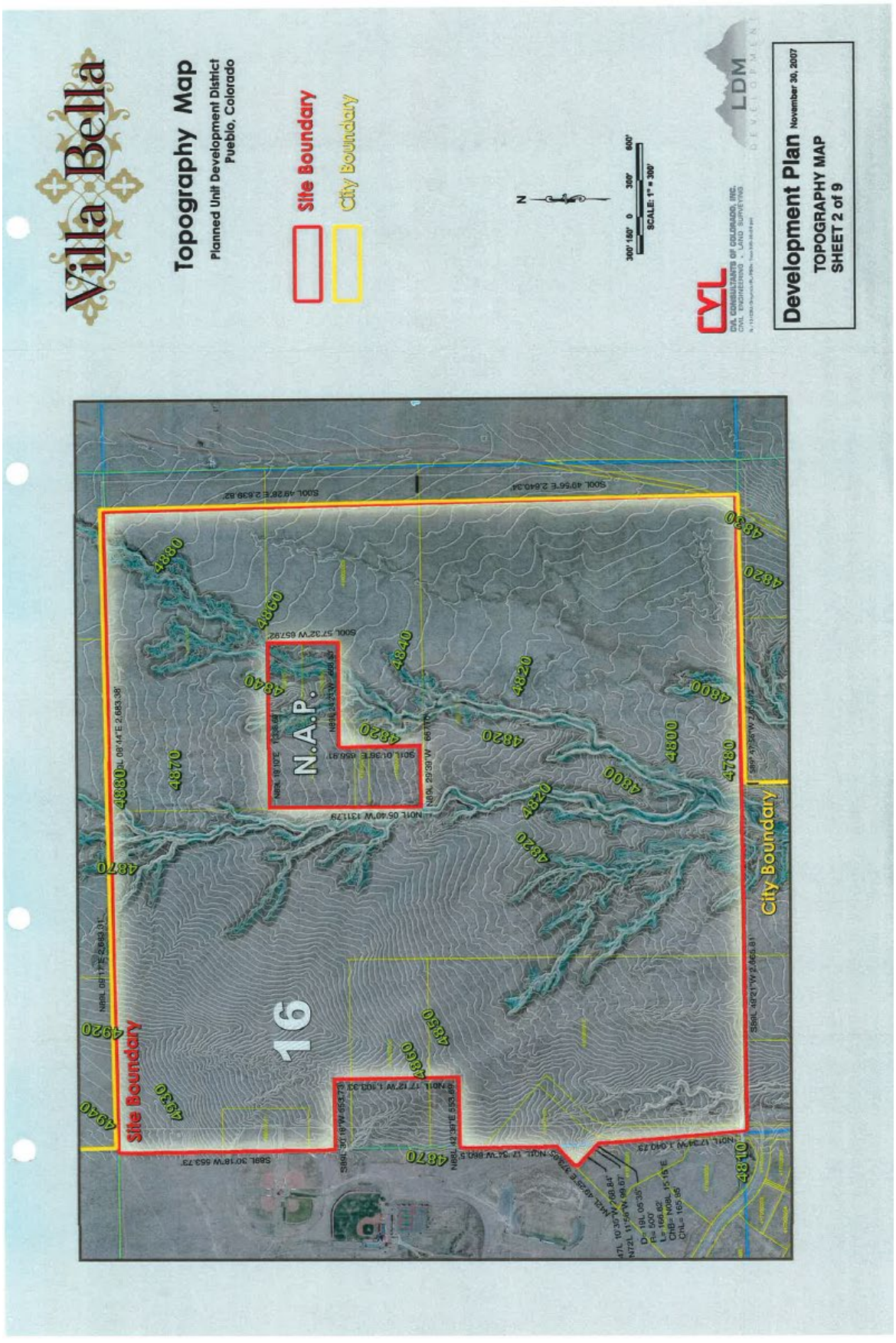
Sheet Index

1. of 9: Vicinity and Zoning Map
2. of 9: Topography Map
3. of 9: Land Use Map
4. of 9: ALTA Survey Map 1
5. of 9: ALTA Survey Map 2
6. of 9: Phasing Map
7. of 9: Circulation Map
8. of 9: Open Space and Trails Map
9. of 9: comprehensive Plan Map

LDM DEVELOPMENT

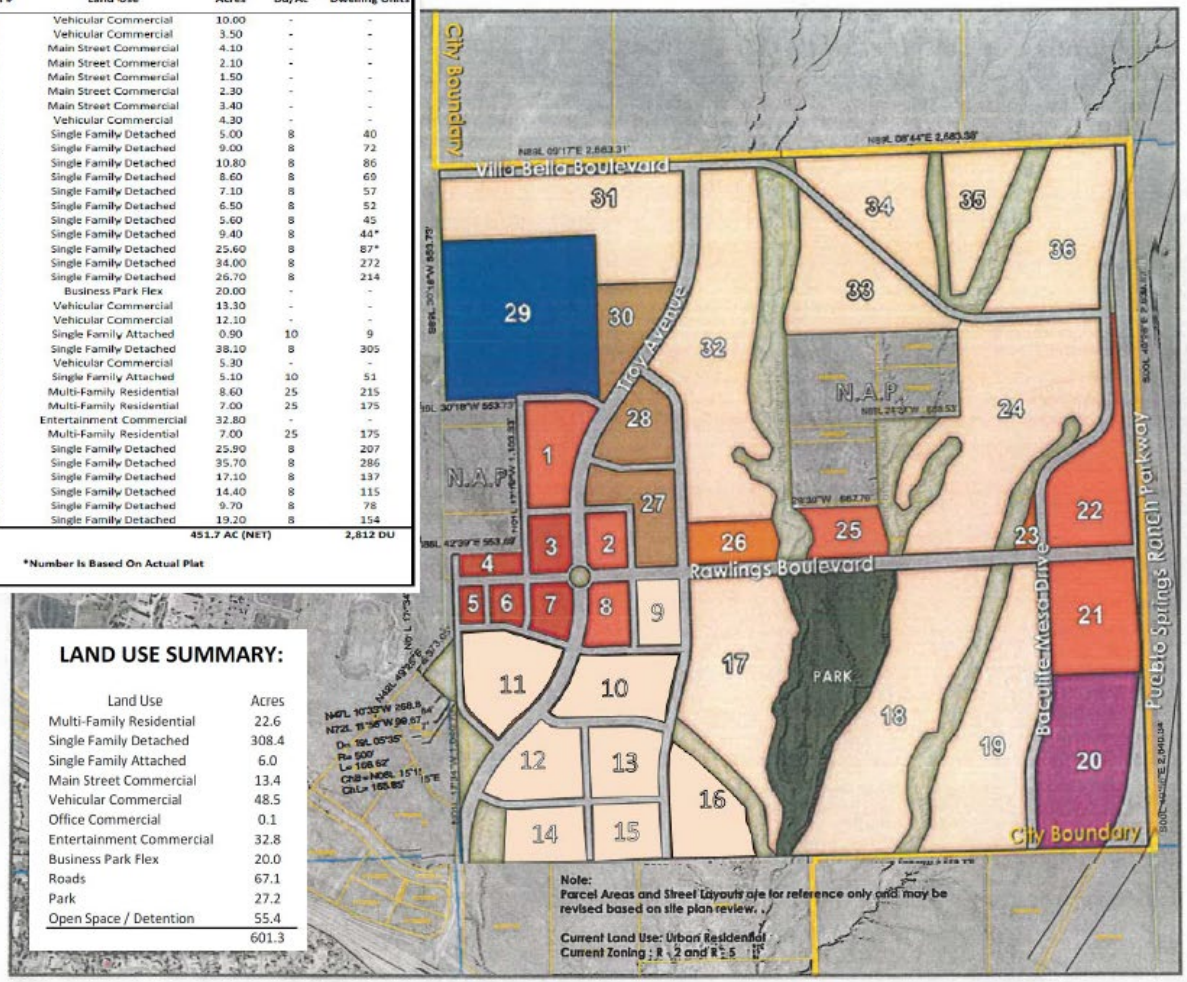
Development Plan
COVER SHEET


Villa Bella
Vicinity and Zoning Map
Planned Unit Development District
Pueblo, Colorado
LEGEND:
Proposed Site
City Boundary
Text Notes Indicate
Existing Zoning Designations
N
SCALE: 1" = 500'
CYL
CYL CONSULTANTS OF COLORADO, INC.
CIVIL ENGINEERING • LAND SURVEYING
LDM
DEVELOPMENT
Development Plan November 30, 2007
VICINITY & ZONING MAP
SHEET 1of 9
Site Boundary
City Boundary
PUEBLO COUNTY
EXISTING ZONING: A-1
EXISTING USE: UNDEVELOPED
PROJECT SITE
CITY OF PUEBLO
EXISTING ZONING: R-2
EXISTING USE: UNDEVELOPED
N.A.P.
COLORADO STATE UNIVERSITY
CITY OF PUEBLO
EXISTING ZONING: S-1
EXISTING USE: EDUCATION FACILITY
UNIVERSITY VILLAGE SUBDIVISION
CITY OF PUEBLO
EXISTING ZONING: R-5
EXISTING USE: UNDEVELOPED
CITY OF PUEBLO
EXISTING ZONING: B-4
EXISTING USE: UNDEVELOPED
Walking Stick Golf Course
Walking Stick Boulevard
Highway 47


Villa Bella
Topography Map
Planned Unit Development District
Pueblo, Colorado
Site Boundary
City Boundary
N
SCALE: 1" = 300'
CYL
CYL CONSULTANTS OF COLORADO, INC.
CIVIL ENGINEERING • LAND SURVEYING
LDM
DEVELOPMENT
Development Plan November 30, 2007
TOPOGRAPHY MAP
SHEET 2 of 9
N.A.P.
16
Site Boundary
City Boundary

Parcel #	Land Use	Acres	Du/Ac	Dwelling Units
1	Vehicular Commercial	10.00	-	-
2	Vehicular Commercial	3.50	-	-
3	Main Street Commercial	4.10	-	-
4	Main Street Commercial	2.10	-	-
5	Main Street Commercial	1.50	-	-
6	Main Street Commercial	2.30	-	-
7	Main Street Commercial	3.40	-	-
8	Vehicular Commercial	4.30	-	-
9	Single Family Detached	5.00	8	40
10	Single Family Detached	9.00	8	72
11	Single Family Detached	10.80	8	86
12	Single Family Detached	8.60	8	69
13	Single Family Detached	7.10	8	57
14	Single Family Detached	6.50	8	52
15	Single Family Detached	5.60	8	45
16	Single Family Detached	9.40	8	44*
17	Single Family Detached	25.60	8	87*
18	Single Family Detached	34.00	8	272
19	Single Family Detached	26.70	8	214
20	Business Park Flex	20.00	-	-
21	Vehicular Commercial	13.30	-	-
22	Vehicular Commercial	12.10	-	-
23	Single Family Attached	0.90	10	9
24	Single Family Detached	38.10	8	305
25	Vehicular Commercial	5.30	-	-
26	Single Family Attached	5.10	10	51
27	Multi-Family Residential	8.60	25	215
28	Multi-Family Residential	7.00	25	175
29	Entertainment Commercial	32.80	-	-
30	Multi-Family Residential	7.00	25	175
31	Single Family Detached	25.90	8	207
32	Single Family Detached	35.70	8	286
33	Single Family Detached	17.10	8	137
34	Single Family Detached	14.40	8	115
35	Single Family Detached	9.70	8	78
36	Single Family Detached	19.20	8	154
		451.7 AC (NET)		2,812 DU

*Number Is Based On Actual Plat



LAND USE SUMMARY:

Land Use	Acres
Multi-Family Residential	22.6
Single Family Detached	308.4
Single Family Attached	6.0
Main Street Commercial	13.4
Vehicular Commercial	48.5
Office Commercial	0.1
Entertainment Commercial	32.8
Business Park Flex	20.0
Roads	67.1
Park	27.2
Open Space / Detention	55.4
	601.3

Villa Bella

Land Use Map

Planned Unit Development District
Pueblo, Colorado

LEGEND:

- Single Family Detached
- Single Family Attached
- Multi-Family Residential
- Entertainment Commercial
- Business Park Flex
- Main Street Commercial
- Vehicular Commercial
- Office Commercial
- Open Space/Detention
- Park
- City Boundary

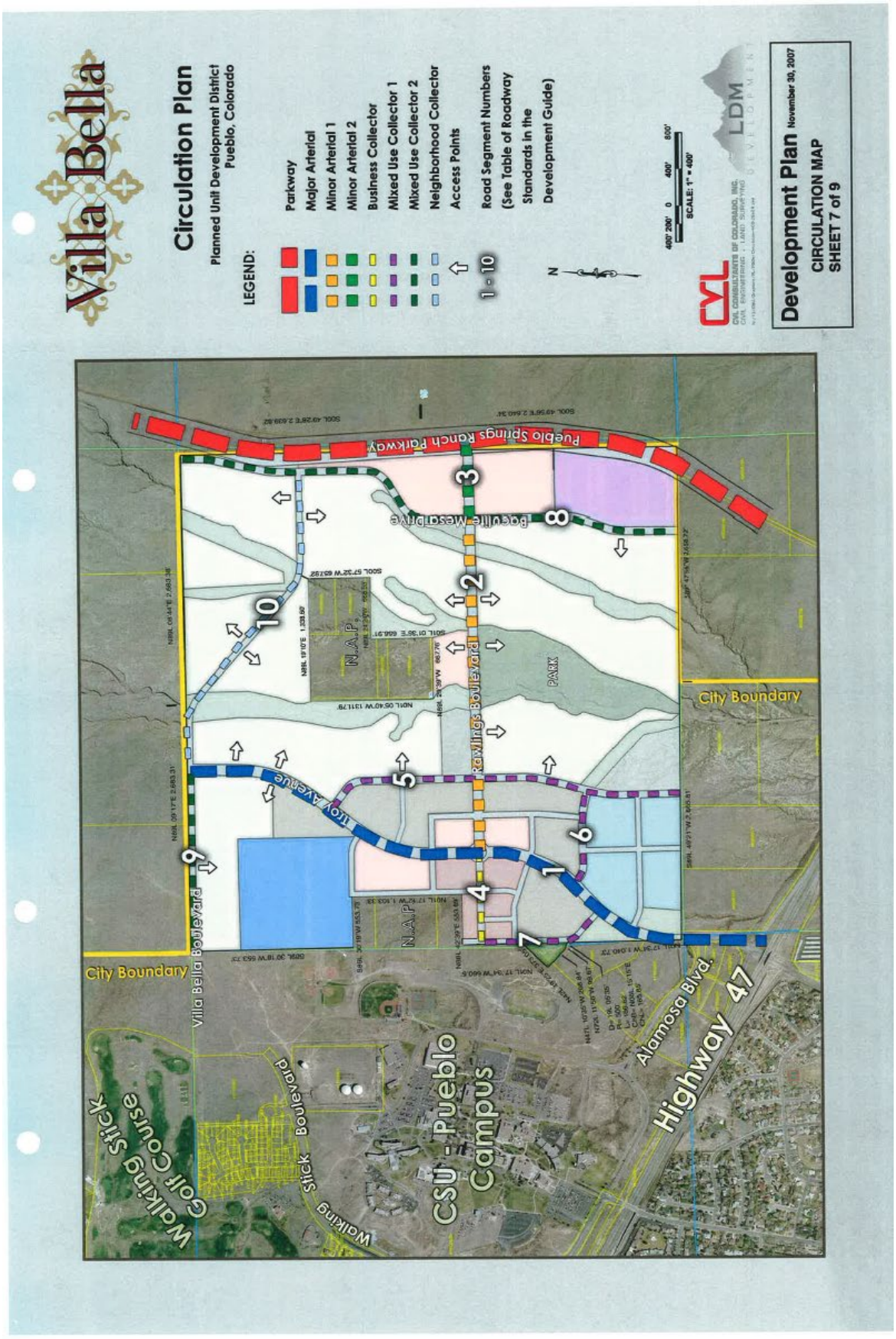
N

400' 200' 0 400' 800'

SCALE: 1" = 400'

Development Plan February 2021

LAND USE MAP
SHEET 3 of 9


Villa Bella
Circulation Plan
Planned Unit Development District
Pueblo, Colorado
LEGEND:
Parkway
Major Arterial
Minor Arterial 1
Minor Arterial 2
Business Collector
Mixed Use Collector 1
Mixed Use Collector 2
Neighborhood Collector
Access Points
1 - 10
Road Segment Numbers
(See Table of Roadway
Standards in the
Development Guide)
N
SCALE: 1" = 400'
CYL
LDM
Development Plan November 30, 2007
CIRCULATION MAP
SHEET 7 of 9
Pueblo Springs Ranch Parkway
Baculite Mesa Drive
Troy Avenue
Rawlings Boulevard
Villa Bella Boulevard
City Boundary
City Boundary
N.A.P.
N.A.P.
PARK
Walking Stick Golf Course
Walking Stick Boulevard
CSU - Pueblo Campus
Alamosa Blvd.
Highway 47


Villa Bella
Open Space/Trails Map
Planned Unit Development District
Pueblo, Colorado
LEGEND:
On-Street Trails
Off-Street Trails
Active Park
Passive Park / Open Space
N
SCALE 1" = 400'
CVL
CIVIL CONSULTANTS OF COLORADO, INC.
LDM
Development Plan November 30, 2007
OPEN SPACE & TRAILS MAP
SHEET 8 of 9
Pueblo Springs Ranch Parkway
Bacuile Mesa Drive
Rawlings Boulevard
Villa Bella Boulevard
Troy Avenue
City Boundary
City Boundary
PARK
N.A.P.
N.A.P.
Note:
Parcel Areas and Street Layouts are for reference only and may be revised based on site plan review.
Current Land Use: Urban Residential
Current Zoning : R - 2 and R - 5

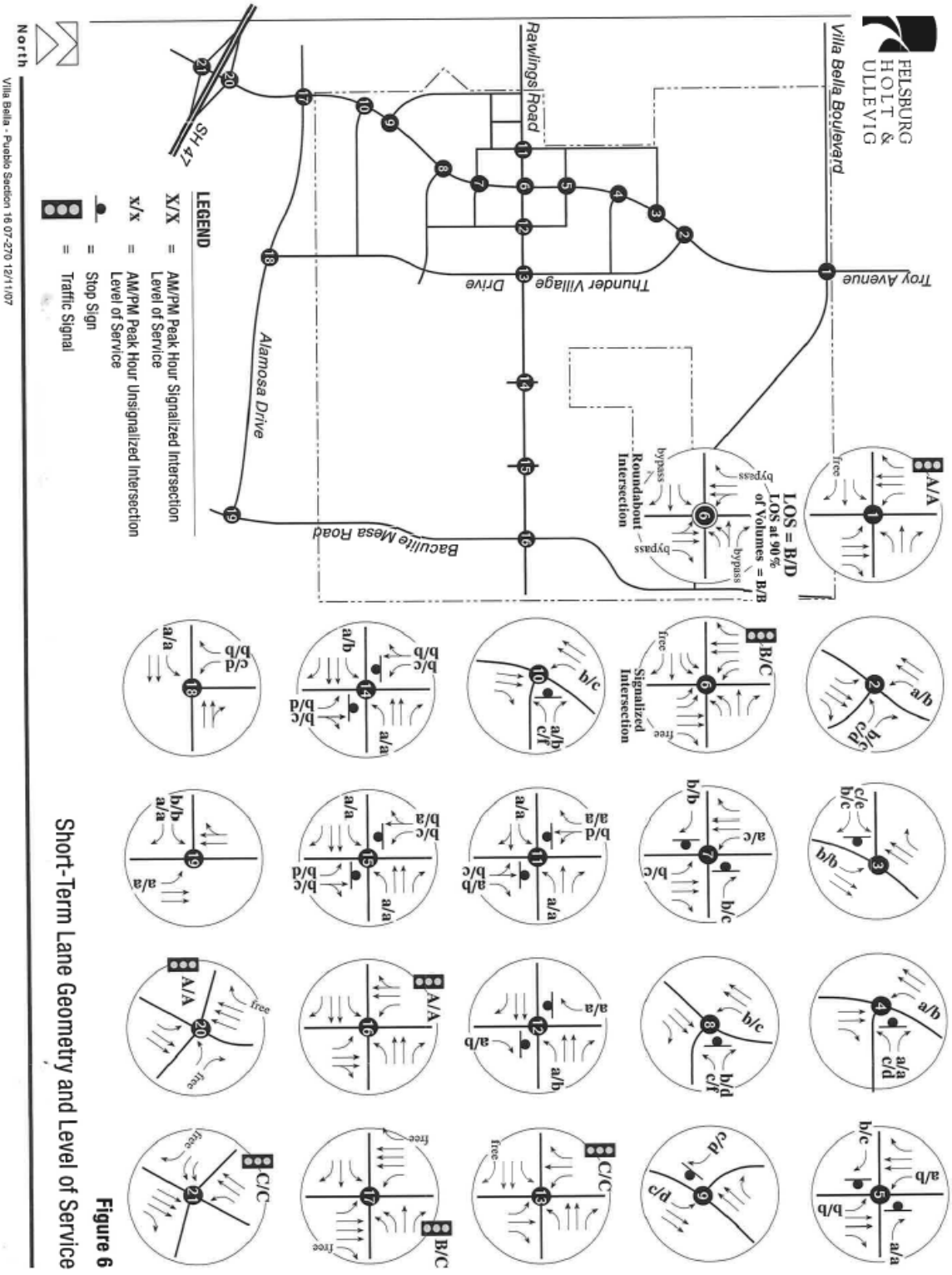
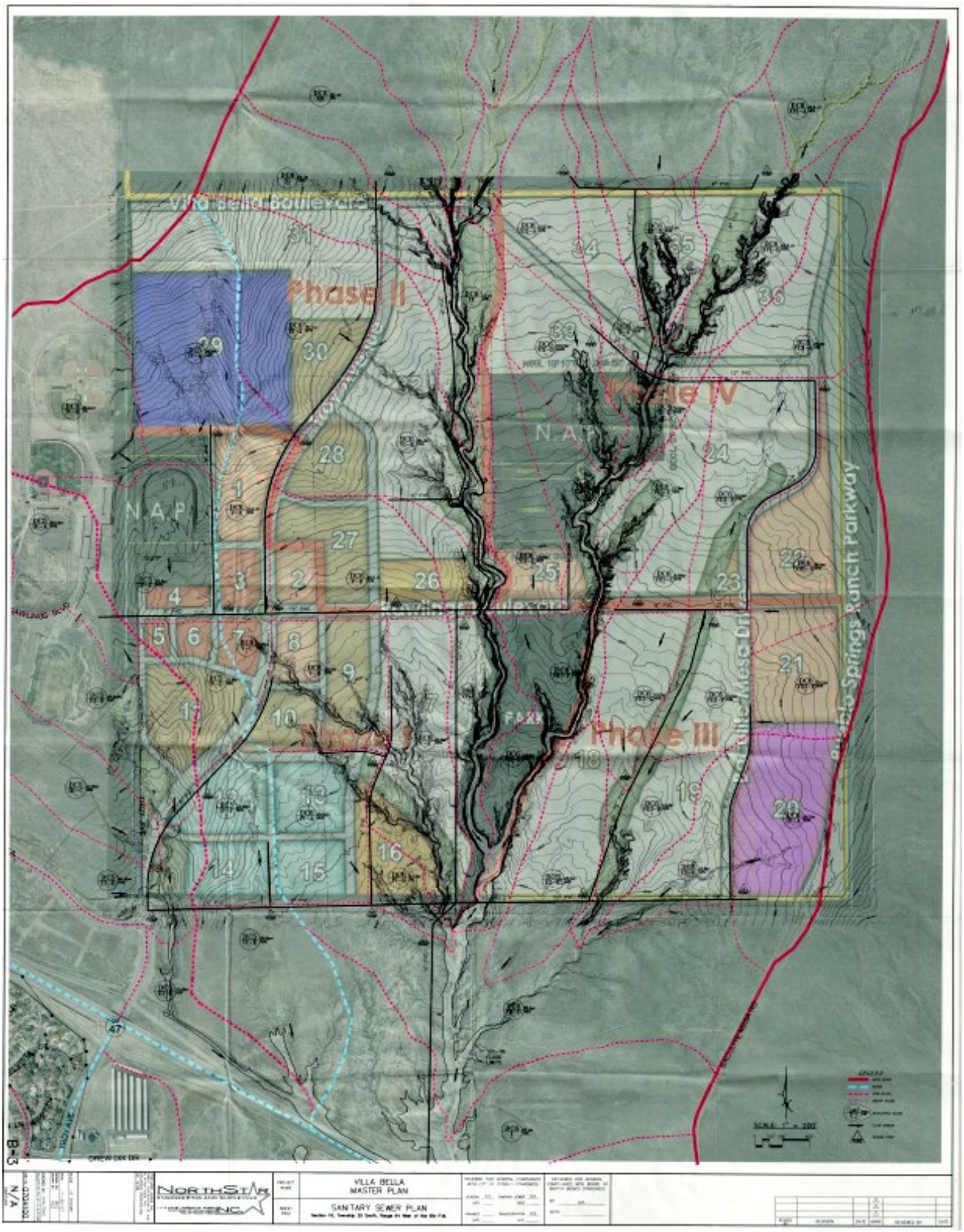


Figure 6

Short-Term Lane Geometry and Level of Service


Villa Bella Boulevard
Phase II
Phase IV
Phase III
N.A.P.
Pueblo Springs Ranch Parkway
VILLA BELLA
MASTER PLAN
SANITARY SEWER PLAN

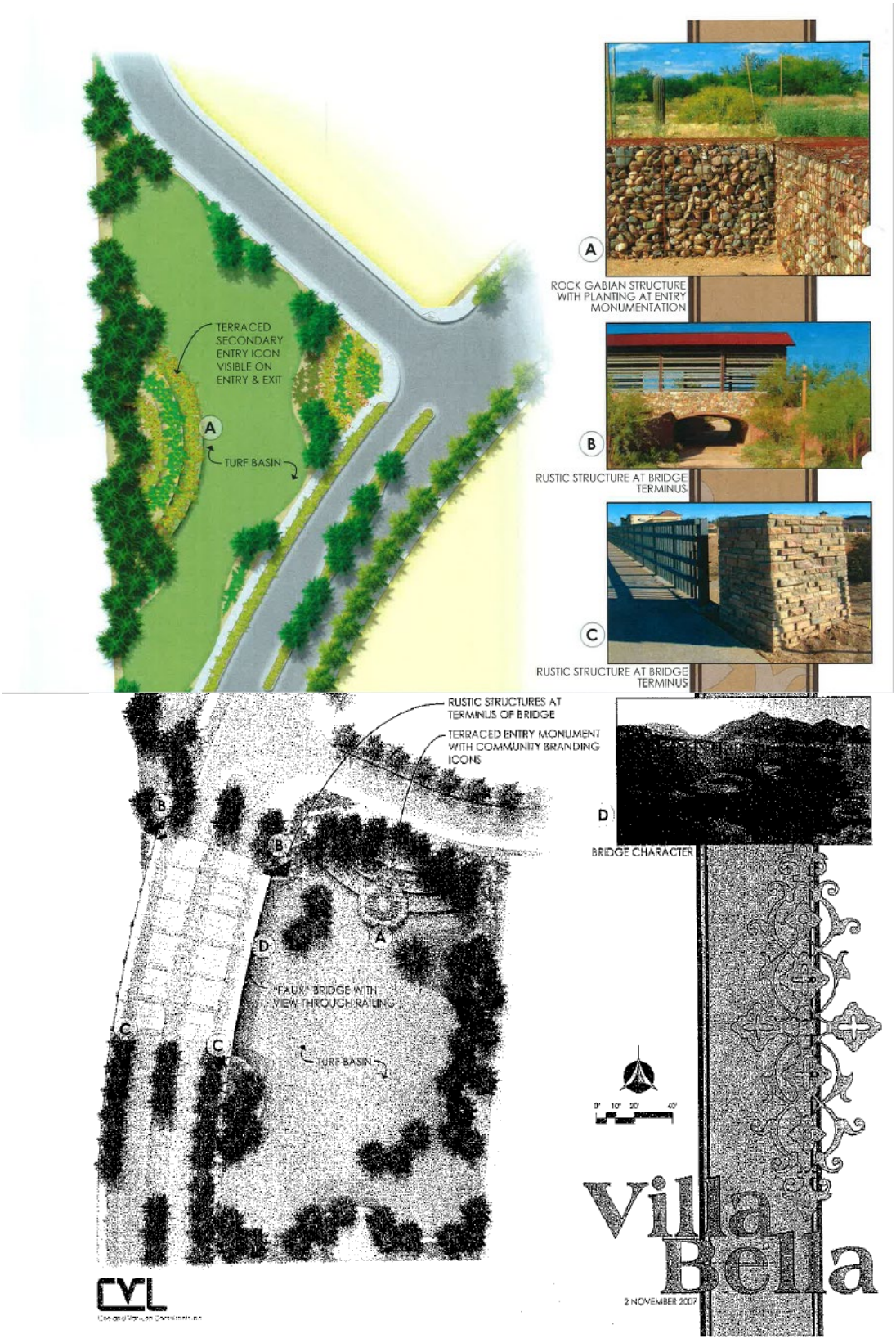

Phase II
Phase IV
Phase III
N.A.P.
N.A.P.
Rawlins Boulevard
Pueblo Mesa Drive
Pueblo Springs Ranch Parkway
VILLA BELLA
MASTER PLAN
DRAINAGE BASIN PLAN
NORTHSTAR


Concept Plan
N.T.S.
NORTH
Rawlings Boulevard
Troy Avenue
Stadium
THUNDER VILLAGE
Villa Bella


Looking Northeast
Rawlings Boulevard
THUNDER VILLAGE
Villa Bella


THUNDER VILLAGE
Villa Bella
Looking Northwest


THUNDER VILLAGE
Looking North on Troy Avenue


TERRACED SECONDARY ENTRY ICON VISIBLE ON ENTRY & EXIT
A
TURF BASIN
A
ROCK GABIAN STRUCTURE WITH PLANTING AT ENTRY MONUMENTATION
B
RUSTIC STRUCTURE AT BRIDGE TERMINUS
C
RUSTIC STRUCTURE AT BRIDGE TERMINUS
RUSTIC STRUCTURES AT TERMINUS OF BRIDGE
TERRACED ENTRY MONUMENT WITH COMMUNITY BRANDING ICONS
D
BRIDGE CHARACTER
B
B
A
D
'FAUX' BRIDGE WITH VIEW THROUGH RAILING
C
C
TURF BASIN
Villa Bella
2 NOVEMBER 2007

RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
THUNDER VILLAGE METROPOLITAN DISTRICT

REGARDING FIRST AMENDMENT TO THE
VILLA BELLA PLANNED UNIT DEVELOPMENT
(Villa Bella PUD)

WHEREAS, Thunder Village Metropolitan District, City of Pueblo, Pueblo County, State of Colorado (the "**District**"), is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, the District was formed, inter alia, for the purpose of designing, acquiring, constructing, installing, operating, maintaining and financing various public improvements authorized by Special District Act and the District's Service Plan; and

WHEREAS, the Villa Bella Planned Urban Development, is dated January 28, 2008, and recorded May 5, 2009 at Reception Number 1804796 ("**Villa Bella PUD**"), and was changed to allow subsequent amendments to the Villa Bella PUD to rely upon the consent and approval from the District's President and on behalf of the District, and that such amendments do not require consent from, only notification to, all property owners within the Villa Bella PUD boundaries; and

WHEREAS, the District previously passed a Resolution Accepting Designation for Amendment Authorizations to the Villa Bella Planned Unit Development; and

WHEREAS, The Landhuis Company is seeking an amendment to the Villa Bella PUD regarding and related to Double Frontage Lot/Through Lot as such amendments are contemplated in the First Amendment to the Villa Bella PUD, attached hereto and incorporated by reference.

NOW, THEREFORE, be it resolved by the Board of the District as follows:

1. District Acknowledgement. The District acknowledges that it has been designated as an authorized entity to consent to and approve subsequent amendments to the Villa Bell PUD for all lands within said PUD boundary, and that such amendments do not require consent of all property owners found within the Villa Bella PUD boundaries.

2. First Amendment to Villa Bell PUD Consent/Approval. The District's Board of Directors was presented with a proposed First Amendment to Villa Bella PUD, reviewed the

proposed amendment, and held a District public meeting to consider and take action upon majority vote of the Board to either approve, conditionally approve or deny the amendment. The Board hereby approves the First Amendment to Villa Bella PUD as presented.

3. The District's President, or other designated District officer, and acting on behalf of the District's Board of Directors, is an authorized designee to execute the First Amendment to Villa Bella PUD.

Signature page follows.

ADOPTED THIS 22nd DAY OF FEBRUARY, 2022.

THUNDER VILLAGE METROPOLITAN DISTRICT

President

ATTEST:

APPROVED AS TO FORM:
WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

February 22, 2022

Dear Property Owner,

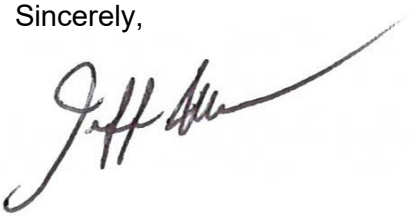
This letter is being sent to you because Caleb Development LLC/ Lorson North Land Corp. in coordination with the Thunder Village Metropolitan District is proposing an amendment to the Villa Bella Planned Unit Development. Per Section E.4 Updates and Amendments of the PUD document, notification of the amendment to all property owners found within the PUD boundaries is required.

The proposed amendment is to add a use definition and design guidelines regarding a double frontage lot, or other wise known as a through lot. The revised PUD provides a definition of a through lot and the required setbacks for those lots meeting the definition as described. There are no other changes or revisions being proposed at this time.

Please direct any questions on the proposal to the referenced contact(s) as listed below.

Lorson North Land Corp
212 N. Wahsatch Ave. #301
Colorado Springs, CO
80903
(719) 635-3200

Sincerely,



Jeff Mark
Lorson North Land Corp.

February 22, 2022

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Thunder Village Metropolitan District** for approval of the following application:

Z-22-02 Rezoning: Amendment to the Villa Bella Planned Unit Development relating to the 601.3 acre property located east of CSU-P, north of Cesar Chavez Blvd.

The Planning and Zoning Commission meeting will be held March 9, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 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
Beritt Odom, Principal Planner
(719) 553-2339

February 22, 2022

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Thunder Village Metropolitan District** for approval of the following application:

Z-22-02 Rezoning: Amendment to the Villa Bella Planned Unit Development relating to the 601.3 acre property located east of CSU-P, north of Cesar Chavez Blvd.

The Planning and Zoning Commission meeting will be held March 9, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 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
Beritt Odom, Principal Planner
(719) 553-2339

February 22, 2022

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Thunder Village Metropolitan District** for approval of the following application:

Z-22-02 Rezoning: Amendment to the Villa Bella Planned Unit Development relating to the 601.3 acre property located east of CSU-P, north of Cesar Chavez Blvd.

The Planning and Zoning Commission meeting will be held March 9, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 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
Beritt Odom, Principal Planner
(719) 553-2339

February 22, 2022

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Thunder Village Metropolitan District** for approval of the following application:

Z-22-02 Rezoning: Amendment to the Villa Bella Planned Unit Development relating to the 601.3 acre property located east of CSU-P, north of Cesar Chavez Blvd.

The Planning and Zoning Commission meeting will be held March 9, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 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
Beritt Odom, Principal Planner
(719) 553-2339

CASE NUMBER Z-22-02

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 commonly known as Villa Bella PUD to be sent to the attached list of owners of the real property line 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.

2-18-22
(Date)

PUEBLO PLANNING AND 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 commonly known as Villa Bella PUD, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

2-18-22
(Date)

PUEBLO PLANNING AND ZONING COMMISSION

By KAREN ELGIN

Owner	OwnerStree	OwnerCity	Owr	OwnerZip
J M LAND + CATTLE LLC + C/O MICHAEL A OCC	11 HARROGATE TERR	PUEBLO	CO	81001-1723
RAEL FRED S	1536 BACULITE MESA RD	PUEBLO	CO	81001-2459
D T C H L S CORP + H E SMITH + DTCHLS CORP	2020 BACULITE MESA RD	PUEBLO	CO	81001-2456
CALEB DEVELOPMENT LLC 36.45% / LORS	212 N WAHSATCH AVE STE	COLORADC	CO	80903-3476
CSU PUEBLO THUNDERBOWL, LLC + COLORAD	2200 BONFORTE BLVD	PUEBLO	CO	81001-4901
JENRO PROPERTIES LLC + GERSICK COLLEGE PI	230 MELROSE AVE	PUEBLO	CO	81004-1053
A N C COLORADO HOLDING LLC	2360 CORPORATE CIR STE 3	HENDERSO	NV	89074-7707
V B E BUILDING CORP	2390 RAWLINGS BLVD	PUEBLO	CO	81001-4905
OLIVER JAMES F	247 RUE DES CHATEAUX	TARPON SI	FL	34688-8606
PUEBLO SPRINGS RANCH LLC + A NEVADA LLC	3245 S JONES BLVD STE 104	LAS VEGAS	NV	89146
WOLF VILLAGE INVESTORS LLC	3528 PRECISION DR STE 10(	FORT COLL	CO	80528-3502
MIDDELKAMP ANN HURD + MC CARTHY SUS/	4147 OUTLOOK BLVD UNIT	PUEBLO	CO	81008-2620
RICHMOND AMERICAN HOMES OF COLORADC	4350 S MONACO ST STE 50(	DENVER	CO	80237-3400
610 RLLLP + TOUCHDOWN PROPERTIES LLC	504 N GRAND AVE	PUEBLO	CO	81003-3113

Background Paper for Proposed
Ordinance

COUNCIL MEETING DATE: **March 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 PROJECT NO. PS2203 FOR THE NURSE NAVIGATION PROGRAM, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $201, 869 TO SAID PROJECT, APPROVING AND ACCEPTING GRANT FUNDS PURSUANT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE COLORADO DIVISION OF HOMELAND SECURITY & EMERGENCY MANAGEMENT, APPROVING THE RELATED NURSE NAVIGATION AGREEMENT BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND ACCESS2CARE, LLC AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This ordinance approves a nurse navigation agreement between Access2Care LLC and the City of Pueblo and establishes Project PS2203 to manage grant funds related to such agreement.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This is a 2-year pilot program grant that is through the Colorado Division of Homeland Security. It will help connect the community to nurse navigation services rather than utilizing 9-1-1 and emergency rooms. Willing callers will be sent to a nurse's line after a thorough list of questions have identified an appropriate need. The long-term effect could be an improved use of connection to and use of medical resources as well as a reduction in 9-1-1 calls.

FINANCIAL IMPLICATIONS:

There is no cost to the city. Staff time will be required for project management, as well as grant monitoring and reporting.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENT:
Agreement

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING PROJECT NO. PS2203 FOR THE NURSE NAVIGATION PROGRAM, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $201,869 TO SAID PROJECT, APPROVING AND ACCEPTING GRANT FUNDS PURSUANT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE COLORADO DIVISION OF HOMELAND SECURITY & EMERGENCY MANAGEMENT, APPROVING THE RELATED NURSE NAVIGATION AGREEMENT BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND ACCESS2CARE, LLC AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

The Intergovernmental Agreement between Pueblo and the Colorado Division of Homeland Security & Emergency Management ("Grant") is hereby approved and the City is authorized to accept grant funds under the Grant.

SECTION 2.

Grant funds in the amount of $201,869.00 are hereby budgeted and appropriated into Project No. PS2203, and Project No. PS2203 is hereby established for said purposes.

SECTION 3.

The Nurse Navigation Agreement ("Agreement") between and Pueblo, a municipal corporation and Access2Care, LLC, attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 4.

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 5.

Funds for services performed under the Agreement shall be from Project No. PS2203.

SECTION 6.

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

SECTION 7.

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

Nurse Navigation Agreement

This Nurse Navigation Agreement is entered into effective April 11, 2022 (**"Effective Date"**), by and between Access2Care, LLC ("Provider") and Pueblo, a municipal corporation within the state of Colorado ("Customer").

1. **Purpose**. Provider stipulates and acknowledges that this Agreement is supported by Grant No. 2191122PFD issued by the Colorado Division of Homeland Security and Emergency Management ("State Grant"). The purpose of this Agreement is to retain Provider to perform the statement of work as set forth in the State Grant.

2. **Term and Termination**. This Agreement shall be for a term commencing on the Effective Date and ending June 30, 2023; provided, however, this Agreement shall automatically terminate on any earlier date that the State Grant is terminated.

3. **Services.** By July 1, 2022, Provider will provide and maintain through April 10, 2023 a nurse navigation line staffed under physician supervision as set forth in **Exhibit A** and all other services set forth herein (collectively, "Services") on the conditions described herein. Subject to the requirements set forth in Section 10 of this Agreement, Provider may subcontract certain Services to other qualified Providers and may utilize its sister-companies to provide Services. In addition to the services set forth in **Exhibit A**, Provider shall timely provide mutually agreed upon reports (including quarterly and final reports) that meet and satisfy all requirements of Section 24-33.5-1618, C.R.S., and the State Grant.

4. **Payment for Services**. Customer shall be financially responsible to Provider for all Services ordered under this Agreement as set forth in **Exhibit A** and at the rates and payment terms set forth in **Exhibit A1**; provided, however, the maximum amount Customer shall be financially responsible to pay Provider as full compensation for all Services shall not exceed $198,294.00. Provider shall only bill the Customer for Services ordered under this Agreement and shall not bill any patients or third-party payers. Customer shall make payment to Provider within thirty (30) days of the invoice date and invoice not paid within this period shall accrue interest at the annual interest rate of the higher of twelve percent (12%) or the statutory interest rate.

5. **Insurance**.

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

(b) The minimum insurance coverage which Provider shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the Customer.

(ii) Commercial General Liability Insurance. The Provider shall secure and maintain during the period of this agreement/contract and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the contractor with respect

to all work performed by him, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. Provider will maintain excess insurance in an amount of five million dollars ($5,000,000). The policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. The policy shall provide coverage for contractual liability assumed by Contractor under the provisions of the Agreement.

(iii) Professional Liability Insurance with coverage of not less than $1,000,000 and in a form and with a deductible acceptable to owner.

(iv) automobile liability insurance ($1,000,000).

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

6. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier then upon delivery thereof as confirmed by such service; (c) by email transmission; or (d) if mailed within the United States, 3 days after deposit in the United States mails, postage prepaid, certified mail return receipt requested. Notice shall be sent to the following addresses:

If to Customer:

Pueblo Fire Department
1551 Bonforte Blvd
Pueblo, Colorado 81001
Fire Chief Barb Huber
bhuber@pueblo.us
719-553-2830

With copy to:
City Attorney
City of Pueblo
1 City Hall Place, Third Floor
Pueblo, CO 81003

If to Provider:

Access2Care
6363 S. Fiddler's Green Circle, Suite 1500
Greenwood Village, Colorado 80111
Sven Johnson, Senior Vice President
Sven.johnson@gmr.net

With copy to:

Law Department
c/o Global Medical Response, Inc.
6363 S. Fiddler's Green Circle, Suite 1500
Greenwood Village, Colorado 80111

7. **Confidentiality.** Exhibit A1 and Appendices A through F as referenced and incorporated into the Agreement are those sealed documents attached hereto and labelled Confidential Information. Provider claims such documents to be confidential financial information ("Confidential Information"). As a municipal corporation, Customer is subject to CORA, § 24-72-200.1, C.R.S. et seq. In the event that Customer receives a request for the Confidential Information, Customer will provide written notice thereof to Provider so that Provider may seek a protective order or other appropriate remedy. Customer shall reasonably cooperate with Provider's efforts to obtain such relief at no cost to Customer, and Provider shall be responsible for payment of any attorney fees and costs, if same should be awarded against Customer pursuant to § 24-72-204, C.R.S., which may arise out of such request and Customer's performance of its obligations hereunder.

8. **Laws and Regulatory.** The parties: (a) will comply in all material respects with all applicable federal, state and local laws and regulations including, the federal Anti-kickback statute; (b) represent and warrant that it is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated Providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement and any remuneration set forth in this Agreement is fair market value and negotiated at arm-length; (c) will comply with the provisions under the Health Insurance Portability and Accountability Act of 1996 and its regulations; (d) acknowledge that if it is a cost reporting entity that it has been informed of, and will fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid pursuant to this Agreement in a way that complies with all applicable federal, state and local laws and regulations that establish a "Safe Harbor" for discounts; (e) represent and warrant that neither it nor any practitioner who orders or provides services on its behalf has been convicted of any conduct that constitutes grounds for mandatory exclusion under any federal or state law and each party further represents and warrants that it is not ineligible to participate in federal or state health care programs or in any other federal or state government payment program; (f) will make available to the other a copy of its code of conduct, anti-kickback policies and other compliance policies, as may be changed from time-to-time; (g) represents and warrants that neither it nor any of its officers or directors have been convicted of a crime 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) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (h) represent and warrant that it and its personnel are and, shall at all times during the term of this Agreement be, properly credentialed, licensed, certified and in good standing in accordance with all applicable federal, state, and local laws and regulations; and (i) will notify the other party immediately but no less than five (5) days of any actual knowledge contrary to the requirements set forth in this section.

9. **Force Majeure**. Provider shall not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute, acts or regulations of public authorities, or other circumstances not reasonably within its control.

10. **Subcontracts.**

(a) Customer acknowledges that Provider is the prime contractor and the only party with whom Customer has a contractual relationship under this Agreement. To the extent Provider performs any Services through subconsultants or subcontractors including its sister-companies, Provider shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of Customer, and Customer shall be a third party beneficiary of those subcontract provisions.

(b) Provider shall indemnify and defend Customer from all claims and demands for payment for services provided by subcontractors of Provider.

11. **Miscellaneous.** This Agreement: (a) constitutes the entire agreement between the parties with respect to the subject matter, superseding all prior oral or written agreements with respect to the subject matter; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party (except to affiliates, parents or subsidiaries), such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the services are rendered, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein. Any unresolved dispute arising from or concerning any breach of this Agreement shall be decided in a state court of competent jurisdiction located in Pueblo, Colorado; (f) 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: (1) an original, and all of which taken together shall constitute one and the same agreement, (2) a valid and binding agreement and fully admissible under state and federal law, and (3) enforceable in accordance with its terms; (g) this Agreement shall not be effective until executed by both Parties; (h) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable; and (i) except as otherwise provided herein, no waiver of any of the provisions of this Agreement shall be valid or effective unless in writing and signed by the Parties hereto; and no waiver of any breach or condition of this Agreement shall be deemed to be a continuing waiver or a waiver of any other breach or condition. The Parties represent and warrant that they have not relied upon any prior or contemporaneous writings, negotiations, proposals, agreements, communications, discussions or representations. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING BETWEEN THE PARTIES AND ARISING UNDER THIS AGREEMENT.

12. **No Multi-year Fiscal Obligation on Customer**. This Agreement is expressly made subject to the limitations 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 appropriations by the City Council of Pueblo, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the Customer which may arise under this Agreement in any fiscal year after 2022, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the Customer.

13. **PERA Liability**. Provider shall reimburse the Customer 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 Customer under this Agreement. The Provider shall fill out the questionnaire attached as Exhibit B and submit the completed form to Customer as part of the signed Agreement.

14. **STATE-IMPOSED MANDATES PROHIBITING WORKERS WITHOUT AUTHORIZATION FROM PERFORMING WORK.**

(a) At or prior to the time for execution of this Contract, Provider 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 Provider will participate in either the "E-Verify Program" created in Public Law 208, 104th Congress, as amended and expanded in Public law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security or the "Department Program" established pursuant to section 8-17.5-102(5)(c), C.R.S. that is administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

(b) Provider shall not:

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

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

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

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

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

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

A. Notify the subcontractor and the Purchasing Agent of the City within three (3) days that the Provider 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 Provider 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 Provider 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 Provider shall constitute a breach of contract and grounds for termination. In the event of such termination, the Provider shall be liable for City's actual and consequential damages.

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

<<Signature Page follows>>

By signing below, each Party acknowledges that they have carefully read and fully understand this Agreement. Each Party each fully agrees to be bound by the terms of this Agreement.

Provider

By: _____
Insert GMR Signatory Name and Title
Entity/Program Name
Address
City, State & Zip
Email

Customer, PUEBLO, a Municipal Corporation

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A
Services and Payment for Services

	SERVICE ITEM	SERVICE REQUIREMENT
A. MEDICAL COMMAND CENTER & CALL PROCESS REQUIREMENTS		
A.1	Hours of Operation	☑ 24/7 ☑ All trips are "urgent/same day"
A.2	Service Area & Geography	☑ State: Colorado ☑ City: Pueblo
A.3	MCC Contact Numbers	☑ TBD
A.4	Nurse Licensure Requirements	☑ LVN/LPN and/or RN must be licensed to practice in the State where the patient calls from
A.5	Nurse Call Greeting	☑ See Appendix B
B. SCREENING CRITERIA		
B.1	Inclusions/ Response Determinants	☑ Response Determinants (See Appendix C)
B.2	Exclusions	☑ Life threatening illness or injury ☑ Incarcerated and/or under arrest/detained individuals ☑ Impaired due to drugs and/or alcohol ☑ Pregnancy >20 weeks with pregnancy complaint ☑ Homicidal/Suicidal
B.3	NMTARA EMA (See Appendix D)	☑ Requires immediate assistance and ED care
B.3.1	NMTARA 1: Recommend Care within 1 Hour	☑ Refer to Urgent Care Center or TeleHealth
B.3.2	NMTARA 2: Recommend Care within 4 Hours	☑ Refer to Urgent Care Center or Telehealth
B.3.3	NMTARA 3: Recommend Care within 24-Hours	☑ Refer to Urgent Care or Clinic or Telehealth
B.3.4	NMTARA 4: Recommend Care within 5 days, if necessary	☑ Refer to Clinic or PCP
B.4	Requesting Parties	☑ Nurse
B.5	Trip Reasons	☑ Urgent Care ☑ Pharmacy
B.6	Eligibility Verification	☑ TBD
B.7	Encounter Data	☑ TBD

C	***TRANSPORTATION***	
C.1	Non-Emergent Transportation	☑ Lyft ☑ BLS Ambulance
C.2	Ride Share Requirements	☑ Patient and additional riders as space permits ☑ Riders provide all necessary: car seats, medical equipment ☑ Pharmacy stops allowed after clinic visits ☑ Return Trips: use rideshare "hot link" or call TBD
D. REPORTING		
D.1	Standard Reporting Package	☑ See Appendix F
D.2	Ad-hoc Reports	☑ 30-business notice is required ☑ $200 charge per hour for development
E. QUALITY		
E.1	Joint Operating Committee (JOC)	☑ Meet regularly to review: accuracy of calls routed to NN, program and overall performance.
E.2	Grievance/Complaint Ratio	☑ Callers may voice complaints verbally to a nurse. ☑ Complaints will be sent to TBD
E.3	Patient Satisfaction	☑ Daily callbacks completed within 24 hours of accessing NN ☑ Questions See Appendix E

CONFIDENTIAL INFORMATION
EXHIBIT A1 AND APPENDICES A-F

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

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

(a) To your knowledge, are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No___. *(Must sign below whether you answer "yes" or "no".)*

(b) If you answered "yes" to (a) above, please answer the following question: Are you 1) an individual, 2) sole proprietor or partnership, or 3) a business or company owned or operated by a PERA Retiree or an affiliated party? Yes ____, No____. If you answered "yes" please state which of the above listed entities (1, 2, or 3) best describes your business:_____.

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

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

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

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

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

Signed _____, 20____.

_____

By:_____

Name:_____

Title:_____

_____

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

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: March 28, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BETWEEN THE CITY OF PUEBLO AND HOMELAND SECURITY INVESTIGATIONS REGARDING REIMBURSEMENT OF POLICE PERSONNEL OVERTIME AND OTHER EXPENSES ACCRUED WHILE WORKING JOINT OPERATIONS

SUMMARY:

Homeland Security Investigations has provided an agreement to the Pueblo Police Department regarding Federal reimbursement of overtime and associated expenses incurred by police personnel as a result of working joint operations. During these joint operations, such as Operation Predator, persons soliciting or pandering child prostitution are targeted and arrested diminishing human trafficking opportunities.

PREVIOUS COUNCIL ACTION:

There is no current or past Agreement or Memorandum of Understanding between Homeland Security Investigations and the City of Pueblo and Pueblo Police Department.

BACKGROUND:

Joint operations have been conducted with both agencies regarding soliciting and/or pandering child prostitution. During the operation, overtime was accrued by investigators and patrol personnel assigned to investigate or support the operation. Due to the fiscal burden the overtime costs generated place on our agency, Homeland Security Investigations has offered to reimburse these costs through the Federal Treasury Forfeiture Fund.

FINANCIAL IMPLICATIONS:

Joint operations are typically conducted over a two to three day period operating for twelve to thirteen hours per day. During this time, one Sergeant, five Detectives and three to four patrol personnel will be assigned to investigate or provide support to the operation. Participation in the reimbursement program and approval of the Agreement will significantly decrease the overtime costs and other expenses the Police Department must pay from its regular budget which result from PPD personnel working joint operations.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

There is no stakeholder process required for this grant.

ALTERNATIVES:

The alternative is to refuse the Agreement leaving the City of Pueblo responsible for all costs associated with conducting joint operations.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Agreement between the City of Pueblo and Homeland Security Investigations for participation in the Treasury Forfeiture Fund

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BETWEEN THE CITY OF PUEBLO AND HOMELAND SECURITY INVESTIGATIONS AND THE PUEBLO POLICE DEPARTMENT REGARDING REIMBURSEMENT OF POLICE PERSONNEL OVERTIME AND OTHER EXPENSES ACCRUED WHILE WORKING JOINT OPERATIONS

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept an Agreement with Homeland Security Investigations; and

WHEREAS, the Agreement will provide reimbursement for Police overtime and other expenses related to joint operations with Homeland Security Investigations; and

WHEREAS, acceptance of the funding for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare, and safety of the citizens of the City; NOW, THEREFORE,

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

SECTION 1.

The Agreement between the City on Pueblo on behalf of the Pueblo Police Department and Homeland Security Investigations to reimburse overtime and other associated expenses by police personnel pertaining to joint operations, a copy of which is attached hereto, having been approved by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement on behalf of the City of Pueblo, and the City Clerk shall affix the Seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

☐ Council action on _____failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

AGREEMENT BETWEEN FEDERAL LAW ENFORCEMENT AGENCY PARTICIPATING IN THE TREASURY FORFEITURE FUND AND STATE OR LOCAL LAW ENFORCEMENT AGENCY FOR THE REIMBURSEMENT OF EXPENSES IN JOINT OPERATIONS

This agreement is entered into by the City of Pueblo and its Pueblo Police Department (hereinafter referred to as "State/Local LEA") and the Department of Homeland Security, Immigration & Customs Enforcement, Homeland Security Investigations Denver (HSI), a participant in the Treasury Forfeiture Fund (TFF), (hereinafter referred to as "TFF Agency") for the purpose of receiving reimbursable costs incurred by the State/Local LEA in providing resources to joint operations.

Reimbursements may be made to the extent they are included in the TFF Agency's Fiscal Year Financial Plan, and the funds are available within the TFF to satisfy the requests for reimbursement.

I. EXECUTION AND TERMINATION OF THIS AGREEMENT

This agreement is effective on the date it is signed by both parties. Unless sooner terminated, the initial term of this Agreement shall be until December 31, 2026. Thereafter, this Agreement shall automatically renew for an additional five-year term unless either party provides the other with written notice of its intent not to renew this Agreement at least sixty (60) days prior to the expiration of the initial term. This Agreement may be terminated at any time by a party upon ninety (90) days advance written notice.

II. AUTHORITY

This agreement is established pursuant to the provisions of 31 U.S.C. 9703 and the Treasury Forfeiture Fund Act of 1992 which provide for the reimbursement of certain expenses of state and local law enforcement agencies (LEAs) incurred as participants in joint operations with federal LEAs participating in the TFF.

III. PURPOSE OF THIS AGREEMENT

This agreement establishes the procedures and responsibilities of both the State/Local LEA and the TFF Agency for the reimbursement of certain overtime and other expenses pursuant to 31 U.S.C. § 9703.

IV. NAME OF TASK FORCE (if applicable)

The name of this task force is: [Name of Task Force].

The projected dates of operation are: [Start Date] to [End Date].

V. CONDITIONS AND PROCEDURES

A. Compliance with Federal Statutes and Regulations

Compliance with 31 U.S.C. § 9703, the Treasury Forfeiture Fund Act of 1992 and TEOAF Directive 18, "Policy for Reimbursements to State and Local Law Enforcement Agencies Involved in Joint Operations with Federal Agencies Participating in the Treasury Forfeiture Fund," is a requirement for this agreement.

B. Assignment of State/Local LEA Officers

1. To the maximum extent possible, the State/Local LEA shall assign dedicated officers to the joint operation.

2. Within 10 days of the effective date of this agreement, the State/Local LEA shall provide the TFF Agency with the following information for each officer assigned to the joint operation:

    a. Name;
    b. Title, grade, or rank;
    c. Badge or ID number; and
    d. Hourly overtime wage rate.

C. Requests for Reimbursement of Joint Operation Expenses

1. The State/Local LEA may request reimbursement for payment of overtime expenses directly related to work performed by its officers assigned as members of a joint operation with the TFF Agency for the purpose of conducting official investigations. The State/Local LEA may also request reimbursement of other non-overtime expenses directly related to the joint operation.

2. Within 10 days of the effective date of this agreement, the State/Local LEA shall provide the TFF Agency with the following information for the designated point of contact:

    a. Name;
    b. Title;
    c. Telephone number; and
    d. Email address.

3. Requests for reimbursement for the payment of overtime and non-overtime expenses to the State/Local LEA must be submitted on the agency's letterhead or the TEOAF form, *State or Local Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses* (also referred to as the "Request for Reimbursement Form"), along with copies of supporting documents (i.e., payroll records, receipts, invoices, etc.). If

on agency letterhead, the request must contain the same information contained in the Request for Reimbursement Form.

(See Attachment C of TEOAF Directive 18, "Policy for Reimbursements to State and Local Law Enforcement Agencies Involved in Joint Operations with Federal Agencies Participating in the Treasury Forfeiture Fund," for a copy of the Request for Reimbursement Form.)

4. An authorized representative of the State/Local LEA must sign and certify that the request is for overtime and/or other non-overtime expenses incurred by the agency for participation with the joint operation under this agreement. The State/Local LEA shall also certify that the request has not been made to any other federal LEA that may also be participating with the joint operation.

5. The State/Local LEA acknowledges that the agency remains fully responsible for its obligations as the employer of the officers assigned to the joint operation and is responsible for the payment of overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulation, ordinance, or contract regardless of the reimbursable overtime charges incurred.

6. The State/Local LEA shall submit all Request for Reimbursement Forms, together with the required supporting documentation, to the TFF Agency, Attention: CBP National Finance Center, Attn: Forfeiture Fund, 6650 Telecom Dr., Indianapolis, IN 46278.

7. All requests for reimbursement of costs incurred by the State/Local LEA must be approved and certified by the TFF Agency. The TFF Agency shall countersign the Request for Reimbursement Forms.

8. The maximum reimbursement for overtime worked on behalf of the joint operation under this agreement is set at $15,000 per officer per fiscal year.

D. Program Audit

This agreement and its procedures are subject to audit by the Treasury Executive Office for Asset Forfeiture (TEOAF), the TFF Agency, the Department of the Treasury Office of Inspector General, the General Accounting Office, and any other government-designated auditing organization. The State/Local LEA agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on- going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts or expenditures relating to this agreement; as well as the interview of any and all personnel involved in these transactions.

E. Revisions

The terms of this agreement may be amended upon the written approval of both the State/Local LEA and the TFF Agency. The revision becomes effective upon the date of approval.

F. No Private Right Created

This is an agreement between a federal LEA and a state or local LEA and is not intended to confer any right or benefit to any private person or party.

Nicholas Gradisar Mayor of the City of Pueblo	Ryan L. Spradlin Special Agent in Charge / HSI
Date: _____	Date: _____
Attest:	
Marisa Stoller City Clerk	[Name/Title] [Name of TFF Agency Headquarters Office]
	Date: _____

[SEAL]

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 28, 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 THE PUEBLO MUNICIPAL CODE IN ACCORDANCE WITH COLORADO RULES OF CIVIL PROCEDURE RULE 106

SUMMARY:

This Ordinance updates the Pueblo Municipal Code to address the shift in Colorado Rules of Civil Procedure Rule 106 from thirty (30) days to twenty-eight (28) days.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

In August of 2020 and January of 2012, the Colorado Legislature adopted amendments to Colorado Rules of Civil Procedure Rule 106, limiting the Judicial Review of quasi-judicial decisions in civil matters in county courts. The 2012 amendment to this Rule adopted a 28-day limitation on appeals of quasi-judicial decisions unless local legislation expanded upon this timeframe via statute. This Ordinance updates the Pueblo Municipal Code in accordance with this change, limiting appeals of quasi-judicial decisions to 28 days.

FINANCIAL IMPLICATIONS:

There are no financial implications to 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 City's code provisions will not align with the Colorado Rules of Civil Procedure.

RECOMMENDATION:

Passage of the Ordinance

Attachments:
Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE PUEBLO MUNICIPAL CODE IN ACCORDANCE WITH COLORADO RULES OF CIVIL PROCEDURE RULE 106

WHEREAS, the State Legislature has limited the scope of Colorado Rules of Civil Procedure (C.R.C.P.) Rule 106 to civil matters; and

WHEREAS, said Rule provides a 28-day limitation on appeals of quasi-judicial decisions; and

WHEREAS, the Pueblo Municipal Code provides 30 days for the appeal of quasi-judicial decisions, where said timeline needs to be amended to align with C.R.C.P. Rule 106; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 1-7-14 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 1-7-14. - Judicial review and enforcement.

(a) Any party aggrieved by the decision of an administrative body in any quasi-judicial hearing, or the City itself, may apply to have said decision reviewed by a court of competent jurisdiction, in accordance with the provisions of Rule 106(a)(4), Colorado Rules of Civil Procedure, provided that the action is commenced not more than **twenty-eight (28)** **[**thirty (30)**]** days subsequent to the date of said decision or within such shorter time as may be required by the statute, Charter or ordinance under which such hearing was held. The person applying to the court for review shall be required to pay the cost of preparing a transcript of proceedings before the administrative body whenever such a transcript is requested by such person or when such a transcript is required to be furnished pursuant to court order.

. . .

SECTION 2.

Section 4-14-8 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 4-14-8. - Designation of Landmark or Historic District

. . .

(k) Any owner of a cultural resource designated by ordinance as a Landmark or within a Historic District may seek judicial review of such designation by the District Court, County of Pueblo, Colorado, in the manner provided in Rule 106(a)(4), C.R.C.P. A complaint seeking such review shall be filed in said District Court not later than **twenty-eight (28)** **[**thirty (30)**]** days after approval of the ordinance making such designation.

. . .

SECTION 3.

Section 4-14-17 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 4-14-17. - Review and appeals.

. . .

(b) Any Owner or other interested person adversely affected by a final decision of HPC, by a decision of HPC sustained by City Council or by a decision of HPC on redetermination as provided in Subsection (a) above, with respect to an application for a Certificate of Appropriateness, Demolition Permit or Certificate of Economic Hardship, may seek judicial review by the District Court, Pueblo County, Colorado, in the manner provided in Rule 106(a)(4), C.R.C.P. A complaint seeking such review shall be filed in said District Court not later than **twenty-eight (28)** **[**thirty (30)**]** days after the date of the final decision of HPC if a timely request for review by the City Council has not been filed with the City Clerk as provided in Subsection (a) above; or, if such request for review has been timely filed, not later than **twenty-eight (28)** **[**thirty(30)**]** days after the date City Council sustains the decision of HPC or the date of the decision of HPC on redetermination, whichever occurs first.

. . .

SECTION 4.

Section 9-2-6 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 9-2-6. - Revocation; suspension; appeal; penalties.

(a) In addition to any other penalty provided by law, any cabaret license may be suspended, revoked or denied renewal by the Board after a hearing, for violation by the licensee or his or her agent or employee of any provision of this Chapter or of the Colorado Beer Code, Colorado Liquor Code or Colorado Criminal Code if such violation arises out of the operation of the cabaret premises.

(b) The hearing referred to in Subsection (a) above shall be conducted as a quasi-judicial hearing under Chapter 7 of Title I of this Code. An affected licensee shall be given at least ten (10) days' notice of the hearing. Any such hearing may be

consolidated with a hearing conducted by the Board under authority granted by the Colorado Liquor Code or Colorado Beer Code.

(c) Judicial review of any final Board action may be had under Rule 106, C.R.C.P. provided that proceedings for such review are filed within **twenty-eight (28)** [thirty (30)] days thereafter.

(d) Any person who operates a cabaret in this City without a valid license therefor, or any person who violates any provision of Section 9-2-5 of this Code shall be punished as provided in Section 1-2-1 of this Code.

SECTION 5.

Section 11-3-9 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 11-3-9. - Appeal of Board decisions.

Actions taken by the Board are subject to review by the Courts pursuant to Rule 106 of the Colorado Rules of Civil Procedure. Review must be applied for within **twenty-eight (28)** [thirty (30)] days after the date of decision. Any person applying to the Court for review shall be required to pay the cost of preparing a transcript of proceedings before the Board whenever such a transcript is demanded by the person taking the appeal or when such a transcript is furnished by the Board pursuant to the Court order.

SECTION 6.

Section 11-10-205 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 11-10-205. - Appeal of Authority decisions.

Actions taken by the Authority are subject to review by the Courts pursuant to Rule 106 of the Colorado Rules of Civil Procedure. Review must be applied for within **twenty-eight (28)** [thirty (30)] days after the date of decision. Any person applying to the Court for review shall be required to pay the cost of preparing a transcript of proceedings before the Authority whenever such a transcript is demanded by the person taking the appeal or when such a transcript is furnished by the Authority pursuant to the Court order.

SECTION 7.

Section 14-10-3 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 14-10-3. - Procedures for disposition of unclaimed property.

. . .

(g) The decisions and determinations of the Director under this Section shall be final and conclusive unless judicial review has been taken pursuant to Rule 106 of the Colorado Rules of Civil Procedure within **twenty-eight (28)** **[**thirty (30)**]** days of the date of the decision or determination sought to be reviewed.

SECTION 8.

Section 17-5-36 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-5-36. - Appeals from the Zoning Board of Appeals.

Any person, firm**,** or corporation, or any Board, taxpayer, department**,** or bureau of the City aggrieved by any decision of the Zoning Board of Appeals may seek review by a court of record of such decision, in the manner provided by Rule 106 of the Colorado Rules of Civil Procedure. A petition for such review shall be filed within **twenty-eight (28)** **[**thirty (30)**]** days after final action of the Zoning Board of Appeals. It shall not be a condition precedent to judicial review that the Board reconsider its decision.

SECTION 9.

Section 17-5-37 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-5-37. - Duties of Administrative Official, Zoning Board of Appeals, City Council and courts on matters of appeal.

(a) All questions of interpretation and enforcement shall be first presented to the Administrative Official. Such questions shall be presented to the Zoning Board of Appeals only on appeal from the decision of the Administrative Official. Recourse from the decisions of the Zoning Board of Appeals shall be to the courts as provided by Rule 106 of the Colorado Rules of Civil Procedure. All such review shall be filed within **twenty-eight (28)** **[**thirty (30)**]** days after final action of the Zoning Board of Appeals.

. . .

SECTION 10.

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 11.

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 28, 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 CREATING AN ENTERTAINMENT DISTRICT PURSUANT TO ARTICLE VII OF CHAPTER 3 OF TITLE XI

SUMMARY:

This Ordinance creates boundaries for an Entertainment District ("Entertainment District No. 1") as authorized under Pueblo Municipal Code §§ 11-3-71 et seq. and C.R.S. 44-3-301(11), and grants all powers to the local authority therein.

PREVIOIUS COUNCIL ACTION:

City Council authorized Entertainment Districts and Common Consumption Areas through Ordinance No. 10043, passed on November 8, 2021, now codified at Pueblo Municipal Code Sections 11-3-71 et seq.

BACKGROUND:

Article 3 of Title 44 of the Colorado Revised Statutes allows municipalities to create Entertainment Districts and allow Common Consumption Areas within those districts. Common Consumption Areas are designated areas where patrons of certain liquor licensed businesses are allowed to exit the licensed premises with alcoholic beverages that they purchased from that business and then continue to consume the beverage in the public space. Common Consumption Areas must be shared by at least two liquor licensed businesses.

The City previously adopted Article VII of Chapter 3 of Title XI of the Pueblo Municipal Code, which authorizes the creation of these Entertainment Districts. As part of the ordinances, the Pueblo Liquor and Beer Licensing Board certifies promotional associations to operate the Common Consumption Areas.

Promotional associations are primarily comprised of members from the adjacent liquor licensed businesses that wish to create a Common Consumption area. These associations are then responsible for maintaining order in their Common Consumption Areas.

FINANCIAL IMPLICATIONS:

The City collects certain fees for the administrative purposes, but these do not have a significant impact on the finances of the City. Sales tax revenue may increase with the creation of Common Consumption Areas.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinances does not pass, then Entertainment Districts and the associated Common Consumption Areas will not be allowed within the City.

RECOMMENDATION:

Passage of the Ordinance

Attachments:
Proposed Ordinance
Exhibit A

ORDINANCE NO. _____

AN ORDINANCE CREATING AN ENTERTAINMENT DISTRICT PURSUANT TO ARTICLE VII OF CHAPTER 3 OF TITLE XI

WHEREAS, Pursuant to C.R.S. §§ 44-3-301 et seq., the City of Pueblo has the authority to allow liquor licensed entertainment districts and common consumption areas within its jurisdiction; and

WHEREAS, City Council previously authorized the creation of entertainment districts and common consumption areas through Ordinance No. 10043, passed on November 8, 2021; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 11-3-73 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 11-3-73. Entertainment district; creation; boundaries.

(a) In order to exercise the City's local option to allow common consumption areas in the City, the City Council and Mayor are hereby authorized to create, by ordinance, entertainment districts in the City.

(1) Entertainment districts shall fall entirely within the City Limits.

(2) Entertainment districts shall not exceed one hundred (100) acres and must contain at least twenty thousand (20,000) square feet of premises that, at the time the district is created, is licensed pursuant to this Article and Article 3 of Title 44 of the Colorado Revised Statutes as a:

a. Tavern;

b. Hotel and restaurant;

c. Brew pub;

d. Distillery pub;

e. Vintner's restaurant;

f. Beer and wine licensee;

g. Manufacturer that operates a sales room pursuant to Section 44-3-402(2) or (7) of the Colorado Revised Statutes;

h. Beer wholesaler that operates a sales room pursuant to Section 44-3-407(1)(b)(I) of the Colorado Revised Statutes;

i. Limited winery;

j. Lodging and entertainment facility licensee; or

k. Optional premises.

(3) By establishing the entertainment district, the City authorizes the licensing of designated common consumption areas in which alcoholic beverages may be sold and consumed subject to the requirements of this Code and the Colorado Liquor Code.

(b) Pursuant to authority granted to the City Council by the Colorado Liquor Code, the City hereby authorizes and creates the entertainment district, hereafter referred to as "Entertainment District No. 1," more specifically described as:

Beginning at SW corner of W 4th St and N Santa Fe Ave; South to SW corner of W 2nd St and N Santa Fe Ave; West to SE corner of W 2nd St and N Main St; South to SE corner of W City Center Dr and Central Main St; East to SW corner of W City Center Dr and S Santa Fe Ave to include all sidewalks; South to SW corner Mechanic St and S Santa Fe Ave excluding Parcel #536139005-125 S Santa Fe Ave and attached sidewalk; SW along Mechanic St to vacated Richmond Ave; SE along NE vacated Richmond Ave to SW side of alley; continuing SW along alley to Alan Hamel Ave; NW on Alan Hamel Ave along outside edge of sidewalk approximately 100 feet; crossing Alan Hamel Ave to southside of sidewalk leading to, and including pedestrian bridge crossing the Riverwalk; continuing NW along Riverwalk, including sidewalk, to NW side of S Main St; NW to alley between S Main St and S Union Ave, including parcel # 536419011-101 S Main St.; Continuing along SE side of alley from the Riverwalk to the SW side of E B St.; SE along E B St to S Main St bridge; SE along bridge to RR ROW not to include area under bridge; NW along RR ROW to NW corner of parcel #536343002, 132 W B St, Union Depot; NE along parcel to W B St then SE approximately 145' along outside edge of sidewalk NE along S Victoria Ave and N Victoria Ave, including sidewalk, to SW corner of N Victoria Ave and S Grand Ave; North on S Grand Ave to SW corner of W City Center Dr; East to SE corner N Union Ave and W City Center Dr; North to northern side of alley between W 2nd St and W City Center Dr; East to N Main St including Central Plaza Park; North to SW corner N Main St and W 4th St, including sidewalk; East along W 4th St to beginning.

The map of Entertainment District No. 1 is attached hereto as Exhibit A and incorporated herein by this reference. In case of a conflict between the description in this subsection (b) and the map displayed in Exhibit A, the description in this subsection shall control.

SECTION 2.

City Council hereby finds that Entertainment District No. 1 falls entirely within the city limits, does not exceed one hundred (100) acres, and contains at least twenty thousand (20,000) square feet of liquor licensed premises.

SECTION 3.

The City authorizes the licensing of designated common consumption areas within Entertainment District No. 1; however, common consumption areas are not and will not be permitted anywhere outside of Entertainment District No. 1 at any time. Any noncontiguous location or other location that lies outside of or extends beyond the boundary of Entertainment District No. 1 shall not be included as part of the entertainment district, a common consumption area, or a certified promotional association.

SECTION 4.

Entertainment District No. 1 shall be operated in accordance with federal, state, and local law, including but not limited to Colorado Revised Statutes § 44-3-301 et seq. and Pueblo Municipal Code § 11-3-71 et seq. The City may at any time impose stricter limitations on entertainment districts and common consumption areas than those required at state law.

SECTION 5.

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 6.

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

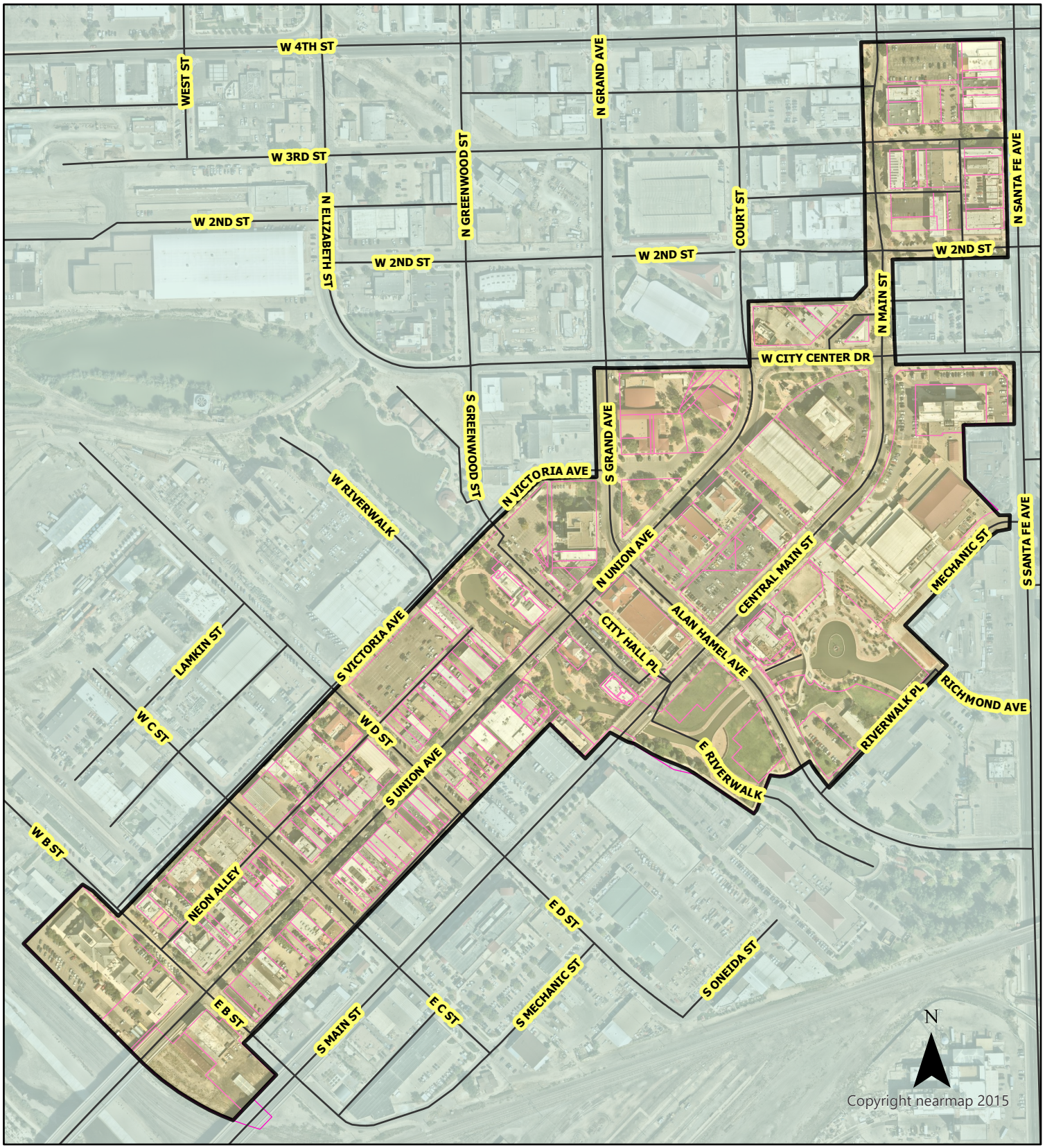
ATTEST

_____

City Clerk

EXHIBIT A

Liquor Entertainment District Map



Legend

- Liquor Entertainment District
- Parcels

city of PUEBLO colorado

City Clerk's Office Item # N-9

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: **March 28, 2022**

TO: President Heather Graham and Members of City Council

VIA: Marisa Stoller, City Clerk

CC: Mayor Nicholas A. Gradisar

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN SEVEN SUBRECIPIENT AGREEMENTS BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND (1) BOYS AND GIRLS CLUBS OF PUEBLO COUNTY, A COLORADO NONPROFIT CORPORATION, FOR (A) THE EAST SIDE CLUBHOUSE PROJECT AND (B) TO PURCHASE 2 MINIBUSES; (2) NEIGHBORWORKS SOUTHERN COLORADO, INC., A COLORADO NONPROFIT CORPORATION FOR THE FINANCIAL NAVIGATOR PROGRAM; AND (3) PUEBLO COMMUNITY COLLEGE, A COLORADO COMMUNITY COLLEGE, FOR (A) THE INDUSTRIAL SEWING TRAINING PROGRAM; (B) THE INDUSTRIAL PAINTING TRAINING PROGRAM; (C) THE PLACE FOR ACADEMIC KNOWLEDGE (PEAK) PROGRAM; AND (D) THE SCIENCE, TECHNOLOGY, ENGINEERING AND MATHEMATICS (STEM) PROGRAM, ALL AS AUTHORIZED BY SECTION 603 (c)(1)(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF SIX HUNDRED TEN THOUSAND SEVEN HUNDRED THIRTY-FOUR AND 40/100 DOLLARS ($610,734.40) FROM PROJECT NO. CI-2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign 7 Subrecipient Agreements with local entities to implement local projects, as authorized by Section 603(c)(1)(A) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6. Funds for the 7 projects, in the amount of $610,734.40 will be paid out of Project No. CI-2113, the American Rescue Plan Act.

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:

The attached Ordinance awards ARPA funds for the following 7 local projects:

	Organization	Project	Amount of Award
1	Boys and Girls Clubs of Pueblo County	East Side Clubhouse	$ 71,140.00
2	Boys and Girls Clubs of Pueblo County	2 Minibuses	160,000.00
3	NeighborWorks Southern Colorado, Inc.	Financial Navigator Program	6,794.40
4	Pueblo Community College	Industrial Sewing Training	41,000.00
5	Pueblo Community College	Industrial Painting Training	45,000.00
6	Pueblo Community College	Place for Education and Academic Knowledge (PEAK) Program	186,800.00
7	Pueblo Community College	Science, Technology, Engineering and Mathematics (STEM) Program	100,000.00
	Total		$ 610,734.40

FINANCIAL IMPLICATIONS:

Three local entities will receive $610,734.40 in ARPA funds from Project No.CI-2113.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to support or fund the 7 local projects.

RECOMMENDATION:

Approval of the Ordinance

Attachments:
Proposed Ordinance
7 Proposed Subrecipient Agreements.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN SEVEN SUBRECIPIENT AGREEMENTS BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND (1) BOYS AND GIRLS CLUBS OF PUEBLO COUNTY, A COLORADO NONPROFIT CORPORATION, FOR (A) THE EAST SIDE CLUBHOUSE PROJECT AND (B) TO PURCHASE 2 MINIBUSES; (2) NEIGHBORWORKS SOUTHERN COLORADO, INC., A COLORADO NONPROFIT CORPORATION FOR THE FINANCIAL NAVIGATOR PROGRAM; AND (3) PUEBLO COMMUNITY COLLEGE, A COLORADO COMMUNITY COLLEGE, FOR (A) THE INDUSTRIAL SEWING TRAINING PROGRAM; (B) THE INDUSTRIAL PAINTING TRAINING PROGRAM; (C) THE PLACE FOR ACADEMIC KNOWLEDGE (PEAK) PROGRAM; AND (D) THE SCIENCE, TECHNOLOGY, ENGINEERING AND MATHEMATICS (STEM) PROGRAM, ALL AS AUTHORIZED BY SECTION 603 (c)(1)(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF SIX HUNDRED TEN THOUSAND SEVEN HUNDRED THIRTY-FOUR AND 40/100 DOLLARS ($610,734.40) FROM PROJECT NO. CI-2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

RECITALS

The following recitals are incorporated in and made a part of this Ordinance.

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, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (“CFR”); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Final Rule 31 CFR 35.6 recipients may use Coronavirus Local Fiscal Recovery (“CLFR”) Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Final Rule 31 CFR 35.6 the City may use CLFR Funds to the implement the 7 programs described in the 7 attached Subrecipient Agreements; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

The 7 Subrecipient Agreements ("Agreements") between and the City of Pueblo, a Colorado municipal corporation and the following entities, dated April 11, 2022, attached hereto, having been approved as to form by the City Attorney, are hereby approved:

	Organization	Project	Amount of Award
1	Boys and Girls Clubs of Pueblo County	East Side Clubhouse	$ 71,140.00
2	Boys and Girls Clubs of Pueblo County	2 Minibuses	160,000.00
3	NeighborWorks Southern Colorado, Inc.	Financial Navigator Program	6,794.40
4	Pueblo Community College	Industrial Sewing Training	41,000.00
5	Pueblo Community College	Industrial Painting Training	45,000.00
6	Pueblo Community College	Place for Education and Academic Knowledge (PEAK) Program	186,800.00
7	Pueblo Community College	Science, Technology, Engineering and Mathematics (STEM) Program	100,000.00
	Total		$ 610,734.40

SECTION 2.

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

SECTION 3.

Funds in the amount of $610,734.40 are hereby authorized to be paid from Project No. CI-2113 – American Rescue Plan Act, for purposes of funding the 7 projects described in the Agreements.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

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

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this 11th day of April, 2022, (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and the Boys and Girls Clubs of Pueblo County, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient." City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

The following recitals are incorporated in and made a part of this Agreement.

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, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to $36.7 million in funds which were expected to be distributed to the City from 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); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the 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 Local Fiscal Recovery Funds ("CLFRF") to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; and

WHEREAS, Subrecipient has requested that the City use CLRF Funds in connection with keeping the Subrecipient's East Side Clubhouse located at 625 N. Monument Ave., Pueblo, CO 81001 open to continue providing services for the coming year (hereinafter "Project"); and

WHEREAS, the City desires to disburse funds from Project No. CI2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

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

1. FACTUAL BASIS FOR THE GRANT AWARD

(a) The past few years have been challenging for young people and families in the Pueblo community and the impact of Covid-19 created additional life-changing implications that have continued to affect Pueblo's local agencies, resources, government entities and funding opportunities. The increase of people in the Pueblo community who are underserved and impoverished has created a health and economic crisis. Local agencies which provide necessary services to adults experiencing homelessness, job loss, food scarcity and other critical situations are now experiencing an increased demand that affects their resources and capacity. Unfortunately, the availability of funds in Pueblo is limited and when money is diverted to assist agencies in crisis, the loss of financial support for other organizations then creates additional crises and hardships for those who provide preventative services.

(b) Subrecipient Boys & Girls Clubs of Pueblo County has been a proud recipient of CDBG funds for many years and these funds have always been utilized to support staffing at the East Side Clubhouse that has been located inside Risley International Middle School since 1994. Unfortunately, Subrecipient was recently notified that it would not be recommended for CDBG funding because the CDBG advisory committee had chosen to fund agencies which are focusing on housing and food scarcity in Pueblo County. Without access to quality no-cost childcare, many of Pueblo's families will not be able to continue working in our community and the loss of income will affect their abilities to pay for basic necessities, including housing, which then impacts Pueblo's local economy. Subrecipient's facility has the capacity to serve up to 150 members daily at the East Side Clubhouse with a full staff, but without adequate funding, Subrecipient will be forced to reduce staffing, and will have to deny services to many of the City's children and families.

(c) Low-income students generally have fewer learning resources at home, suffer from the digital divide (the gulf between those who have ready access to computers and the Internet and those who do not) and stand to lose disproportionately from less technology because of reduced access to their classroom and social life in school. When students attend Boys & Girls Clubs, they have access to Wi-Fi, electronic devices and tutors to provide help with homework. The parents and caregivers of the children served by the Subrecipient, who are predominantly front-line and essential workers, are able to focus on their jobs, knowing the academic, social and emotional needs of their children are being met in a safe, supportive environment. Throughout the COVID-19 pandemic, Subrecipient has continued to provide BGCPC's Clubhouses when youth need assistance most—afterschool on Monday-Thursday, all day on Fridays. In addition, Subrecipient provided an intentionally designed high impact full-service summer program in 2021.

(d) Subrecipient's East Side Clubhouse opened its doors in 1994 and primarily serves six feeder schools from the Historic East Side Neighborhood: East High School, Risley International Academy of Innovation Middle School, Fountain International Magnet School and Parkview, Bradford and Eva Baca Elementary schools. The Clubhouse's population served is 89% at or below poverty level.

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

(a) Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

(b) Subrecipient warrants and represents that it: (i) has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder; (ii) that it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and (iii) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

3. RESPONSIBILITIES OF THE CITY

The City shall designate a representative of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the performance of this Agreement and the disbursement of funds in connection with the Project. In the absence of such a designation, the City Mayor shall be deemed as City's authorized representative.

4. SUBRECIPIENT'S COMPENSATION AND METHOD OF PAYMENT

(a) The City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that Subrecipient has expended funds for eligible approved expenditures, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City, (iv) that Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.

(b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.

(c) The aggregate of all payments made hereunder shall not exceed Seventy-One Thousand One Hundred Forty Dollars (U.S. $71,140.00). City shall make full payment to Subrecipient within thirty (30) days following approval of this

Agreement by the City Council of the City of Pueblo and execution of this Agreement by the Subrecipient.

(d) Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

5. TERM OF PROJECT AND AGREEMENT

(a) The term of the Project shall be from May 1, 2022 to December 31, 2023 unless this Agreement is sooner terminated as herein provided.

(b) The term of this Agreement shall be from the Effective Date set forth above to December 31, 2023 unless sooner terminated as herein provided.

6. TERMINATION OF AGREEMENT

(a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.

(b) For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

(c) Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

7. ASSIGNABILITY

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

8. CONFLICT OF INTEREST

The Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for

those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

9. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. The Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

10. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. The City shall at least quarterly review the Subrecipient's performance using on-site visits, progress reports required to be submitted by the Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. The Subrecipient shall furnish to the City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipients shall fully cooperate with City in relation to such monitoring and evaluation.

11. SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by the Subrecipient for a period of three years after the completion of the Project. Financial and activity reports shall be submitted quarterly no later than the ninth day of the month following the end of the quarter for which the report is submitted.

12. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

13. LIABILITY, INSURANCE

(a) As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statue, ordinance, rule or regulation.

(b) Subrecipient agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (c).

(c) The minimum insurance coverage which Subrecipient shall obtain and keep in force is Comprehensive General and Automobile Liability Insurance with limits not less than Five Hundred Thousand and No/100 Dollars ($500,000) per person and One Million Dollars ($1,000,000) per occurrence for personal injury, including but not limited to death and bodily injury, and Fifty Thousand and No/100 Dollars ($50,000) per occurrence for property damage.

(d) Workers' Compensation Insurance complying with statutory requirements in Colorado.

14. CERTIFICATIONS

The Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

15. REVERSION OF ASSETS

(a) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

(b) In the event City incurs any costs or expenses in enforcing the requirements of this paragraph 15 or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

16. PERA LIABILITY

The Subrecipient 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 Subrecipient shall fill out the questionnaire attached as Exhibit D and submit the completed form to City's Finance Office as part of the signed Agreement.

17. ENTIRE AGREEMENT; AMENDMENTS

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

18. GOVERNMENT IMMUNITY. The City does not waive or intend to waive, by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act § 24-10-101 to 120, C.R.S., or otherwise available under applicable law.

19. NO THIRD-PARTY BENEFICIARIES. 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 and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.

20. LITIGATION, VENUE AND WAIVER OF TRIAL BY JURY. In the event of any litigation arising under this Agreement, the court shall award to the prevailing Party its costs and reasonable attorney fees. Exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado, and each Party submits to the personal and subject matter jurisdiction of such District Court. To the fullest extent permitted by law, the Parties hereby waive their right to a trial by jury.

21. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

22. RULES OF CONSTRUCTION. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

23. WAIVER. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

24. NO MONETARY DAMAGES AGAINST CITY. In consideration of City entering into the Agreement, Subrecipient waives and discharges City, its officers, agents and employees from

any and all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

25. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts and each such counterpart shall be deemed for all purposes to be an original and all such counterparts shall together constitute but one and the same original.

26. SIGNATURES

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

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

CITY OF PUEBLO
A COLORADO MUNICIPAL CORPORATION

_____ By_____
City Clerk Nicholas A Gradisar, Mayor

[S E A L]

Subrecipient:

BOYS AND GIRLS CLUBS OF
PUEBLO COUNTY
A Colorado nonprofit corporation

ATTEST:

By_____ By_____
Signature Signature

Name_____ Name_____

Title_____ Title_____

EXHIBIT A
SCOPE OF SERVICES

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

A. Performance Monitoring:

The City will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

SUBRECIPIENT'S SCOPE OF SERVICES

B. Principal Tasks

The components of the Subrecipient's work plan under this Agreement shall be as follows:

1. Subrecipient shall provide its services for no cost to families in underserved areas who have youth ages 6-18. During the Project term, services shall be provided after school, all-day on Fridays, and during all school breaks. Subrecipient shall provide quality childcare, education engagement, wellness programs and activities (including mental health, physical and outdoor activities.) During the school year, Subrecipient shall provide students with access to Wi-Fi, electronic devices and tutors to provide help with homework.

2. The East Side Clubhouse shall be open afterschool until 7:00 p.m. during the school year and from 10:30 a.m. to 5:30 p.m. when school is out of session, including Fridays. Subrecipient shall employ a service model which enables kids to attend the Club for more than 24 hours per week during the school year and 35 hours per week during the summer and supports children from first grade until high school graduation.

3. During the Project term, Subrecipient shall collaborate wiith Pueblo City Schools' Nutrition Services to provide dinner each day during the school year and lunch in the summer, along with snacks.

4. During the Project term, Subrecipient shall focus on the following outcome areas: Academic Success, Good Character and Leadership and Healthy Lifestyles. Accordingly, Subrecipient's ultimate goal shall be that all Club members:

a. Are on track to graduate from high school with a plan for their future;

b. Model strong character and actively participate in community service; and

c. Adopt a healthy diet, participate in daily physical fitness and practice health choices (saying no to substance use, sexual activity, and violence).

5. During the term of the Project, Subrecipient shall use best efforts to achieve the following goals for East Side Clubhouse:

- Membership: 450
- Average Daily Attendance: 120
- Frequency-52 x/yr: 35%

6. Subrecipient's performance will be measured by the following Outcome Objectives:

a. 30% of average daily attendance will participate in homework assistance At the Club for four days per week.

b. 75% of career and education program graduates will increase their knowledge or positive behavior/attitude from pre- to post-survey.

c. 100% of Club members progress to the next grade level on time.

d. 50% of East Side Clubhouse membership will engage in community service.

e. 30 minutes per day of physical fitness activities.

C. Budget

During the term of the Project, Subrecipient shall be guided by the following budget:

Description of Position	**% of Salary**	**Grant Amount**
Workforce Development Coordinator	100%	$27,500
Clubhouse Director	45%	$18,500
Part-time Program Coordinator	100%	$15,350
Data Analyst	5%	$ 2,250
Accounting Specialist	25%	$ 7,540
TOTAL		$71,140

D. Other Grants

During the term of the Project, Subrecipient is encouraged to apply for additional grant funds as follows:

Grantor Organization	**Amount**
CDE 21st Century	$150,000
ESSER	$ 40,000
CSAC	$ 33,750
CO Health – Sparks	$ 20,000
TGYS	$ 11,600
United Way	$ 10,000
OJJDP	$ 8,800
Buell Foundation	$ 8,000
CO Attorney General	$ 5,000
STEM	$ 2,400
TOTAL	$289,550

EXHIBIT B
COMPLIANCE PROVISIONS INCORPORATED
IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed per the expense account they were charged.

2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.

3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:

1. Original invoice marked with funding source
2. Detailed listing of each expense showing:
    a) recipient
    b) brief description of purchase
    c) amount with method of computation detailed

Cost Summary must be submitted quarterly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

4. All employees handling funds are required to be insured by a fidelity bond.

5. The City shall not be obligated to any third party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.

6. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.

7. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

8. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C
CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

(1) Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

(3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;

(4) Section 3 of the Housing and Urban Development Act of 1968, as amended;

(5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

(6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;

(7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;

(8) The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

(9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;

(10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;

(11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);

(12) The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;

(13) The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];

(14) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));

(15) The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;

(16) The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;

(17) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

(18) Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;

(19) Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);

(20) The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and

(21) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).

(22) Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis-Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.

(23) No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).

(a) No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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.

(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 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.

(24) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

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

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

a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No___.

b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes ____, No____.
If you answered "yes" please state which of the above entities best describes your business:
_____

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

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

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

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

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

Signed _____, 20_____.

By: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an "affiliated party" includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an

agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation.

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this 11th day of April, 2022, (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and the Boys and Girls Clubs of Pueblo County, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient." City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

The following recitals are incorporated in and made a part of this Agreement.

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, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to $36.7 million in funds which were expected to be distributed to the City from 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); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the 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 Local Fiscal Recovery Funds ("CLFRF") to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; and

WHEREAS, Subrecipient has requested that the City use CLRF Funds in connection with the purchase of two (2) Ford Microbird, Ct Series, 14 passenger, minibuses (hereinafter "Project"); and

WHEREAS, the City desires to disburse funds from Project No. CI2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

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

1. FACTUAL BASIS FOR THE GRANT AWARD

(a) The findings of fact contained in the "Factual Basis of Grant Award" in the

accompanying Subrecipient Agreement between the Parties concerning the East Side Clubhouse, also dated April 11, 2022, are incorporated herein by reference, as if set forth verbatim.

(b) One of the most exceptional components of the Boys & Girls Club Experience is that members have daily access to tested, proven and nationally recognized programs in five core areas: (1) Education & Career Development; (2) Health & Life Skills; (3) Character & Leadership Development; (4) Sports, Fitness, & Recreation; and (5) Arts. All programs are designed to drive positive outcomes for youth and reinforce necessary life skills. Subrecipient's comprehensive programming is facilitated by highly trained, educated youth development professionals in developmentally rich environments designed specifically for kids.

(c) Subrecipient serves young people at seven Clubhouses in Pueblo County. The Clubhouses are intentionally located in areas with high poverty, low educational levels and high crime rates, to provide a nurturing safety net for the young people who need services most: (1) Ray Aguilera Teen Club @ Central; (2) Avondale; (3) East Side; (4) Sprague (south side); (5) Irving (north side); (6) Cesar Chavez Academy (West side) and (7) Minnequa (south side).

(d) The single greatest disparity Pueblo's youth face today is access to opportunities. Two additional mini buses will allow Subrecipient to transport more youth, more consistently, to and from Clubhouses and offer enrichment activities, regional college tours, cultural visits to youth who don't have enough of these opportunities. Families in poverty often count reliable transportation as a primary need and Subrecipient serves parents who often work multiple jobs and can't get away during the workday to transport to and from the Club. Serving school aged children helps working parents and their employers while building Pueblo's future workforce. Two additional minibuses are the literally vehicles of opportunity and a window to the world for Pueblo's youth.

(e) Subrecipient has used minibuses and vans for special field trips like hiking in Beulah; bowling, skating or swimming; and team sports such as the Girls Rock Volleyball league games. Minibuses have also been used to take kids out of town, e.g. a college tour with 17 teens to visit Regis University (Denver), Red Rocks Community College (Lakewood) and the University of Northern Colorado (Greeley).

(f) Two new minibuses are needed for use at Subrecipient's largest Clubhouses, Risley Middle School and its Sprague Clubhouse. Recent expansion of services and the opening of new sites at the Ray Aguilera Teen Clubhouse at Central, Cesar Chavez Academy, and Minnequa Elementary has resulted in transportation services which are approaching a crisis level.

(g) Subrecipient transports approximately 125 children, aged 6-18 every day. Club members are picked up from several schools and transported to one of seven Clubhouses (Avondale, Sprague, CCA, Minnequa, East Side, Ray Aguilera Teen Clubhouse @Central and, Irving). Subrecipient has also used vans and minibuses to transport children to a variety of activities - including such weekly activities as Teen Night (Thursdays), a new Biking Program on Pueblo's bike trail (Fridays) and

for Career Exploration events at Pueblo Community College and other career tours.

(h) Subrecipient's transportation fleet needs to be upgraded and many of its vehicles need to be immediately replaced. The vans range in age from 10 to 30 years old. Keeping the vans in safe condition and on- the-road is an ongoing challenge for the Subrecipient. Most of the vans are showing wear and tear and the current safety data reflects that 14-passenger mini-busses are safer. According to Sadler Sports and Recreation Insurance, the use of 12 to 15- passenger vans has come under scrutiny because of the documented rollover risks. Experts recommend that for organizations which own 12 to 15-passenger vans, replace those vehicles with safer alternatives such as minibuses as soon as is feasible.

(i) Subrecipient has an aging fleet with some vehicles being acquired nearly 20 years ago. As the need for replacement of vehicles accelerates, Subrecipient will continue to employ strategies that have served it well in the past. In 2019, Subrecipient applied for and received a grant from the Rawlings Foundation to purchase a new minibus. Nine years ago, when subrecipient began seeing end-of-year budget surpluses, its board had the foresight to set a policy that 25% of any annual budget surplus be invested in Subrecipient's transportation program. Subrecipient has purchased one minibus from that fund. Subrecipient has an annual Minibus Sponsorship campaign where local businesses can pay a $2,500 sponsorship fee and receive their logo and sponsorship recognition on a minibus for a year. Subrecipient anticipates this program will raise $10,000 annually. In addition, Subrecipient has competed for funding nationally, such as with its 2019 award of $7,500 from Bridgestone for its transportation fleet.

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

(a) Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

(b) Subrecipient warrants and represents that it: (i) has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder; (ii) that it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and (iii) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

3. RESPONSIBILITIES OF THE CITY

The City shall designate a representative of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the performance of this Agreement and the disbursement of funds in connection with the Project. In the absence of such a designation, the City Mayor shall be deemed as City's authorized representative.

4. SUBRECIPIENT'S COMPENSATION AND METHOD OF PAYMENT

(a) The City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that Subrecipient has expended funds for eligible approved expenditures, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City, (iv) that Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.

(b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.

(c) The aggregate of all payments made hereunder shall not exceed Seventy-One Thousand One Hundred Forty Dollars (U.S. $71,140.00). City shall make full payment to Subrecipient within thirty (30) days following approval of this Agreement by the City Council of the City of Pueblo and execution of this Agreement by the Subrecipient.

(d) Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

5. TERM OF PROJECT AND AGREEMENT

(a) The term of the Project shall be from May 1, 2022 to December 31, 2022 unless this Agreement is sooner terminated as herein provided.

(b) The term of this Agreement shall be from the Effective Date set forth above to December 31, 2022 unless sooner terminated as herein provided.

6. TERMINATION OF AGREEMENT

(a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall

include any material failure by Subrecipient to comply with any term of this Agreement.

(b) For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

(c) Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

7. ASSIGNABILITY

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

8. CONFLICT OF INTEREST

The Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

9. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. The Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

10. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in

accordance with City's and other applicable monitoring and evaluation criteria and standards. The City shall at least quarterly review the Subrecipient's performance using on-site visits, progress reports required to be submitted by the Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. The Subrecipient shall furnish to the City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipients shall fully cooperate with City in relation to such monitoring and evaluation.

11. SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by the Subrecipient for a period of three years after the completion of the Project. Financial and activity reports shall be submitted quarterly no later than the ninth day of the month following the end of the quarter for which the report is submitted.

12. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

13. LIABILITY, INSURANCE

(a) As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statue, ordinance, rule or regulation.

(b) Subrecipient agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (c).

(c) The minimum insurance coverage which Subrecipient shall obtain and keep in force is Comprehensive General and Automobile Liability Insurance with limits not less than Five Hundred Thousand and No/100 Dollars ($500,000) per person and One Million Dollars ($1,000,000) per occurrence for personal injury, including but not

limited to death and bodily injury, and Fifty Thousand and No/100 Dollars ($50,000) per occurrence for property damage.

(d) Workers' Compensation Insurance complying with statutory requirements in Colorado.

14. CERTIFICATIONS

The Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

15. REVERSION OF ASSETS

(a) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

(b) In the event City incurs any costs or expenses in enforcing the requirements of this paragraph 15 or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

16. PERA LIABILITY

The Subrecipient 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 Subrecipient shall fill out the questionnaire attached as Exhibit D and submit the completed form to City's Finance Office as part of the signed Agreement.

17. ENTIRE AGREEMENT; AMENDMENTS

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

18. GOVERNMENT IMMUNITY. The City does not waive or intend to waive, by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act § 24-10-101 to 120, C.R.S., or otherwise available under applicable law.

19. NO THIRD-PARTY BENEFICIARIES. 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 and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention

of the Parties that any person other than the Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.

20. LITIGATION, VENUE AND WAIVER OF TRIAL BY JURY. In the event of any litigation arising under this Agreement, the court shall award to the prevailing Party its costs and reasonable attorney fees. Exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado, and each Party submits to the personal and subject matter jurisdiction of such District Court. To the fullest extent permitted by law, the Parties hereby waive their right to a trial by jury.

21. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

22. RULES OF CONSTRUCTION. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

23. WAIVER. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

24. NO MONETARY DAMAGES AGAINST CITY. In consideration of City entering into the Agreement, Subrecipient waives and discharges City, its officers, agents and employees from any and all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

25. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts and each such counterpart shall be deemed for all purposes to be an original and all such counterparts shall together constitute but one and the same original.

26. SIGNATURES

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

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

CITY OF PUEBLO
A COLORADO MUNICIPAL CORPORATION

_____ By_____
City Clerk Nicholas A Gradisar, Mayor

[S E A L]

Subrecipient:

BOYS AND GIRLS CLUBS OF
PUEBLO COUNTY
A Colorado nonprofit corporation

ATTEST:

By_____
Signature

Name_____

Title_____

By_____
Signature

Name_____

Title_____

EXHIBIT A
SCOPE OF SERVICES

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

A. Performance Monitoring:

The City will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

SUBRECIPIENT'S SCOPE OF SERVICES

B. Principal Tasks

The components of the Subrecipient's work plan under this Agreement shall be as follows:

Purchase of two (2) Ford Microbird, Ct Series, 14 passenger, minibuses.

C. Budget

$160,000.00.

EXHIBIT B
COMPLIANCE PROVISIONS INCORPORATED
IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed per the expense account they were charged.

2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.

3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:

1. Original invoice marked with funding source
2. Detailed listing of each expense showing:
    a) recipient
    b) brief description of purchase
    c) amount with method of computation detailed

Cost Summary must be submitted quarterly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

4. All employees handling funds are required to be insured by a fidelity bond.

5. The City shall not be obligated to any third party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.

6. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.

7. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

8. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C
CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

(1) Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

(3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;

(4) Section 3 of the Housing and Urban Development Act of 1968, as amended;

(5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

(6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;

(7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;

(8) The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

(9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;

(10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;

(11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);

(12) The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;

(13) The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];

(14) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));

(15) The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;

(16) The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;

(17) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

(18) Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;

(19) Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);

(20) The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and

(21) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).

(22) Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis-Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.

(23) No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).

(a) No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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.

(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 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.

(24) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

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

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

a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No___.

b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes ____, No____.
If you answered "yes" please state which of the above entities best describes your business:
_____

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

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

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

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

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

Signed _____, 20_____.

By: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an "affiliated party" includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an

agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation.

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this 11th day of April, 2022, (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and NeighborWorks Southern Colorado, Inc., a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient." City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

The following recitals are incorporated in and made a part of this Agreement.

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, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to $36.7 million in funds which were expected to be distributed to the City from 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); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the 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 Local Fiscal Recovery Funds ("CLFRF") to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; and

WHEREAS, Subrecipient has requested that the City use CLRF Funds for the short-term continuation of the Financial Navigator Program until its transition to the Financial Empowerment Center (hereinafter "Project"); and

WHEREAS, the City desires to disburse funds from Project No. CI2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

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

1. FACTUAL BASIS FOR THE GRANT AWARD

(a) Pueblo residents are experiencing difficulties in paying family bills; gas, lights, water, medical, grocery and other expenses associated with raising children in K-12 school. The Financial Navigators grant provided counseling by telephone to connect consumer callers to available resources in the community, e.g. Catholic Charities, utilities, Posada, etc. Low-income Puebloans' financial difficulties have been greatly exacerbated by the COVID-19 pandemic and its negative economic consequences.

(b) The City in collaboration with Subrecipient NeighborWorks applied for and received a Cities for Financial Empowerment Grant - Financial Navigator. The grant sunset date was 7/31/2021. NeighborWorks provided funds to extend the grant services from August - December, 2021.The City has remaining balance in the amount of $2,400 from such grant. This request for ARPA funds in the amount of $6,794.40 together with the remaining $2,400 will provide NeighborWorks with the needed $9,194.40 to employ the Financial Navigator and extend the service through April 30, 2022. Subrecipient will continue to working closely with the United Way VITA (Volunteer Income Tax Assistance) Program which provides volunteer tax preparers to assist citizens in resources to meet their financial obligations as they recover from COVID-19. By May 1, 2022, the City's Financial Empowerment Center planning grant is anticipated to convert to an Empowerment Center where the services of the Financial Navigator will be transitioned to NeighborWorks.

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

(a) Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

(b) Subrecipient warrants and represents that it: (i) has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder; (ii) that it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and (iii) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

3. RESPONSIBILITIES OF THE CITY

The City shall designate a representative of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the performance of this Agreement and the disbursement of funds in connection with the Project. In the absence of such a designation, the City Mayor shall be deemed as City's authorized representative.

4. SUBRECIPIENT'S COMPENSATION AND METHOD OF PAYMENT

(a) The City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to

Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that Subrecipient has expended funds for eligible approved expenditures, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City, (iv) that Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.

(b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.

(c) The aggregate of all payments made hereunder shall not exceed Six Thousand Seven Hundred Ninety-Four and 40/100 Dollars (U.S. $6,794.40). City shall make full payment to Subrecipient within thirty (30) days following approval of this Agreement by the City Council of the City of Pueblo and execution of this Agreement by the Subrecipient.

(d) Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

5. TERM OF PROJECT AND AGREEMENT

(a) The term of the Project shall be from January 1, 2022 to December 31, 2022 unless this Agreement is sooner terminated as herein provided.

(b) The term of this Agreement shall be from the Effective Date set forth above to December 31, 2022 unless sooner terminated as herein provided.

6. TERMINATION OF AGREEMENT

(a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.

(b) For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

(c) Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

7. ASSIGNABILITY

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

8. CONFLICT OF INTEREST

The Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

9. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. The Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

10. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. The City shall at least quarterly review the Subrecipient's performance using on-site visits, progress reports required to be submitted by the Subrecipient, audit findings, disbursements

transactions and contact with the Subrecipient as necessary. The Subrecipient shall furnish to the City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipients shall fully cooperate with City in relation to such monitoring and evaluation.

11. SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by the Subrecipient for a period of three years after the completion of the Project. Financial and activity reports shall be submitted quarterly no later than the ninth day of the month following the end of the quarter for which the report is submitted.

12. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

13. LIABILITY, INSURANCE

(a) As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statue, ordinance, rule or regulation.

(b) Subrecipient agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (c).

(c) The minimum insurance coverage which Subrecipient shall obtain and keep in force is Comprehensive General and Automobile Liability Insurance with limits not less than Five Hundred Thousand and No/100 Dollars ($500,000) per person and One Million Dollars ($1,000,000) per occurrence for personal injury, including but not limited to death and bodily injury, and Fifty Thousand and No/100 Dollars ($50,000) per occurrence for property damage.

(d) Workers' Compensation Insurance complying with statutory requirements in Colorado.

14. CERTIFICATIONS

The Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

15. REVERSION OF ASSETS

(a) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

(b) In the event City incurs any costs or expenses in enforcing the requirements of this paragraph 15 or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

16. PERA LIABILITY

The Subrecipient 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 Subrecipient shall fill out the questionnaire attached as Exhibit D and submit the completed form to City's Finance Office as part of the signed Agreement.

17. ENTIRE AGREEMENT; AMENDMENTS

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

18. GOVERNMENT IMMUNITY. The City does not waive or intend to waive, by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act § 24-10-101 to 120, C.R.S., or otherwise available under applicable law.

19. NO THIRD-PARTY BENEFICIARIES. 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 and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.

20. LITIGATION, VENUE AND WAIVER OF TRIAL BY JURY. In the event of any litigation arising under this Agreement, the court shall award to the prevailing Party its costs and reasonable attorney fees. Exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado, and each Party submits to the personal and subject matter jurisdiction of such District Court. To the fullest extent permitted by law, the Parties hereby waive their right to a trial by jury.

21. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

22. RULES OF CONSTRUCTION. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

23. WAIVER. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

24. NO MONETARY DAMAGES AGAINST CITY. In consideration of City entering into the Agreement, Subrecipient waives and discharges City, its officers, agents and employees from any and all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

25. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts and each such counterpart shall be deemed for all purposes to be an original and all such counterparts shall together constitute but one and the same original.

26. SIGNATURES

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

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

CITY OF PUEBLO
A COLORADO MUNICIPAL CORPORATION

_____ By_____
City Clerk Nicholas A Gradisar, Mayor

[S E A L]

Subrecipient:

NeighborWorks Southern Colorado, Inc.
A Colorado nonprofit corporation

ATTEST:

By_____
Signature

Name_____

Title_____

By_____
Signature

Name_____

Title_____

EXHIBIT A
SCOPE OF SERVICES

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

A. Performance Monitoring:

The City will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

SUBRECIPIENT'S SCOPE OF SERVICES

B. Principal Tasks

The components of the Subrecipient's work plan under this Agreement shall be as follows:

1. The Project outcome measurements for this ARPA grant will be the data collection made by Subrecipient of citizen calls and the number of referrals made to individual community resources. The data collected will carried over to the Financial Empowerment Center. Financial Counselors are encouraged to develop a continuing relationship with the callers and to extend a full range of financial assistance. The data system through the Financial Empowerment Center shall track people assisted; their reduction of debt; increased credit scores; number of savings accounts opened; collection decreases; and pay check loan reductions.

2. This data collection obligation is a requirement for the City's Financial Empowerment Grant and of this ARPA grant.

3. During the Project term, Subrecipient shall also establish or continue a local Advisory Committee which will review the data on a regular basis for successes of the program and/or program modifications to improve services. It is expected that the Advisory Committee shall remain in operation when the program is transitioned to the Financial Empowerment Center.

C. Budget.

Subrecipient shall employ a Financial Navigator for the Project term (01-01-22 to 04-30-22) for 20 hours per week at $25.54 per hour (which includes benefits) for 18 weeks, for total compensation in the amount of $9,194.40. The sources for payment of such compensation shall be as follows:

Sources	**Amounts**
Remaining Balance of the Cities for Financial Empowerment Grant	$ 2,400.00
This ARPA Grant	$ 6,794.40
TOTAL	$ 9,194.40

EXHIBIT B
COMPLIANCE PROVISIONS INCORPORATED
IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed per the expense account they were charged.

2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.

3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:

1. Original invoice marked with funding source
2. Detailed listing of each expense showing:
    a) recipient
    b) brief description of purchase
    c) amount with method of computation detailed

Cost Summary must be submitted quarterly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

4. All employees handling funds are required to be insured by a fidelity bond.

5. The City shall not be obligated to any third party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.

6. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.

7. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

8. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C
CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

(1) Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

(3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;

(4) Section 3 of the Housing and Urban Development Act of 1968, as amended;

(5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

(6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;

(7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;

(8) The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

(9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;

(10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;

(11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);

(12) The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;

(13) The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];

(14) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));

(15) The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;

(16) The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;

(17) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

(18) Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;

(19) Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);

(20) The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and

(21) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).

(22) Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis-Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.

(23) No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).

(a) No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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.

(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 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.

(24) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

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

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

a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No___.

b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes ____, No____.
If you answered "yes" please state which of the above entities best describes your business:
_____

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

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

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

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

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

Signed _____, 20_____.

By: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an "affiliated party" includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an

agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation.

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this 11th day of April, 2022, (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and Pueblo Community College, a Colorado community college, hereinafter referred to as the "Subrecipient." City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

The following recitals are incorporated in and made a part of this Agreement.

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, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to $36.7 million in funds which were expected to be distributed to the City from 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); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the 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 Local Fiscal Recovery Funds ("CLFRF") to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; and

WHEREAS, Subrecipient has requested that the City use CLRF Funds in connection with the Industrial Sewing Training Project (hereinafter "Project"); and

WHEREAS, the City desires to disburse funds from Project No. CI2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

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

1. <u>FACTUAL BASIS FOR THE GRANT AWARD</u>

(a) The COVID-19 pandemic has resulted in fewer learning opportunities for disadvantaged and low-skilled workers who, in turn, are most likely need retraining.

Numerous persons in the City of Pueblo are jobless and many remain furloughed.

(b) Industrial sewing is the commercial version of standard home sewing, used in the clothing and other related industries, such as upholstery sewing for furniture and automobiles. One of the common uses for the industrial sewing is to mass-produce a wide range of clothing and other goods created by sewing different components together by following the course of a structured process.

(c) Industrial Sewing is designed to give apprentices and students an understanding in the basic skills and techniques necessary to be an industrial sewer. The learner will be trained in the manufacturing concepts, tools, safety and the communication skills that will help prepare the student for a career as a sewer in various manufacturing and small business settings.

(d) Pueblo Corporate College, a workforce development resource, delivers workforce training to individuals through innovative, state-of-the-art training facilities and classrooms.

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

(a) Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

(b) Subrecipient warrants and represents that it: (i) has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder; (ii) that it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and (iii) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

3. RESPONSIBILITIES OF THE CITY

The City shall designate a representative of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the performance of this Agreement and the disbursement of funds in connection with the Project. In the absence of such a designation, the City Mayor shall be deemed as City's authorized representative.

4. SUBRECIPIENT'S COMPENSATION AND METHOD OF PAYMENT

(a) The City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that Subrecipient has expended funds for eligible approved expenditures, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for payment or reimbursement

detailing the eligible payment or reimbursement items in a format approved by City, (iv) that Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.

(b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.

(c) The aggregate of all payments made hereunder shall not exceed Forty-One Thousand Dollars (U.S. $41,000.00). City shall make full payment to Subrecipient within thirty (30) days following approval of this Agreement by the City Council of the City of Pueblo and execution of this Agreement by the Subrecipient.

(d) Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

5. TERM OF PROJECT AND AGREEMENT

(a) The term of the Project shall be from May 1, 2022 to December 31, 2023 unless this Agreement is sooner terminated as herein provided.

(b) The term of this Agreement shall be from the Effective Date set forth above to December 31, 2023 unless sooner terminated as herein provided.

6. TERMINATION OF AGREEMENT

(a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.

(b) For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

(c) Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to

the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

7. ASSIGNABILITY

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

8. CONFLICT OF INTEREST

The Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

9. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. The Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

10. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. The City shall at least quarterly review the Subrecipient's performance using on-site visits, progress reports required to be submitted by the Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. The Subrecipient shall furnish to the City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipients shall fully cooperate with City in relation to such monitoring and evaluation.

11. SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by the Subrecipient for a period of three years after the completion of the Project. Financial and activity reports shall be submitted quarterly no later than the ninth day of the month following the end of the quarter for which the report is submitted.

12. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

13. LIABILITY, INSURANCE

(a) As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statue, ordinance, rule or regulation.

(b) Subrecipient agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (c).

(c) The minimum insurance coverage which Subrecipient shall obtain and keep in force is Comprehensive General and Automobile Liability Insurance with limits not less than Five Hundred Thousand and No/100 Dollars ($500,000) per person and One Million Dollars ($1,000,000) per occurrence for personal injury, including but not limited to death and bodily injury, and Fifty Thousand and No/100 Dollars ($50,000) per occurrence for property damage.

(d) Workers' Compensation Insurance complying with statutory requirements in Colorado.

14. CERTIFICATIONS

The Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

15. REVERSION OF ASSETS

(a) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

(b) In the event City incurs any costs or expenses in enforcing the requirements of this paragraph 15 or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

16. PERA LIABILITY

The Subrecipient 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 Subrecipient shall fill out the questionnaire attached as Exhibit D and submit the completed form to City's Finance Office as part of the signed Agreement.

17. ENTIRE AGREEMENT; AMENDMENTS

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

18. GOVERNMENT IMMUNITY. The City and the Subrecipient do not waive or intend to waive, by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act § 24-10-101 to 120, C.R.S., or otherwise available under applicable law.

19. NO THIRD-PARTY BENEFICIARIES. 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 and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.

20. LITIGATION, VENUE AND WAIVER OF TRIAL BY JURY. In the event of any litigation arising under this Agreement, the court shall award to the prevailing Party its costs and reasonable attorney fees. Exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado, and each Party

submits to the personal and subject matter jurisdiction of such District Court. To the fullest extent permitted by law, the Parties hereby waive their right to a trial by jury.

21. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

22. RULES OF CONSTRUCTION. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

23. WAIVER. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

24. NO MONETARY DAMAGES AGAINST CITY. In consideration of City entering into the Agreement, Subrecipient waives and discharges City, its officers, agents and employees from any and all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

25. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts and each such counterpart shall be deemed for all purposes to be an original and all such counterparts shall together constitute but one and the same original.

26. SIGNATURES

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

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

CITY OF PUEBLO
A COLORADO MUNICIPAL CORPORATION

_____ By_____
City Clerk Nicholas A Gradisar, Mayor

[S E A L]

Subrecipient:

PUEBLO COMMUNITY COLLEGE

ATTEST:

By_____
Signature

Name_____

Title_____

By_____
Signature

Name: Patricia A. Erjavec, Ph.D.

Title: President

EXHIBIT A
SCOPE OF SERVICES

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

A. Performance Monitoring:

The City will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

PCC'S SCOPE OF SERVICES

B. Principal Tasks

The components of the PCC's work plan under this Agreement shall be as follows:

1. Develop and deliver a new fast-track training program for Industrial Sewing modeled after the successful GarCo Sewing Works (an entrepreneurial learning lab for aspiring small business owners who have some design ideas and need a vehicle to get those ideas to market) in Rifle, Colorado.

2. Fill job positions in Pueblo or assist students in opening their own businesses in the sewing industry.

3. Focus on training unemployed workers (referrals from TANF, Pueblo Workforce Center, Department of Human Services, and the probation system), paying particular attention to single mothers, to allow them to acquire job skills which would enable them to discontinue public assistance and improve their lives.

4. Perform skill assessments, re-training and periodic evaluations to improve the education and earnings of low-skilled community members by providing well-articulated training steps tailored to the local job market and accompanied by guidance and other supports.

5. Provide basic skills instruction and occupational training leading to credentials for in-demand jobs.

6. Deliver workforce training to individuals through innovative, state-of-the-art training facilities and classrooms.

7. Recruit small business owners as sponsors including Inspire Cooperative, Pueblo Tent and Awning and Pride City Awning. Canvas and others for placement of students following training.

8. Upon successful completion of this program, students should be able to:

(a) Operate industrial sewing equipment

(b) Demonstrate proficiency of simple and complex seams and corners

(c) Perform complex operations, bundling, controlling challenging textiles and serging.

(d) Perform fabric identification and measuring

(e) Demonstrate proficiency in basic sewing techniques

(f) Become skilled in practicing sewing safety

C. Budget

$41,000 Total Program Startup Costs:

- $30,000 for an Industrial Sewing Machines
- $3,000 for Industrial Sewing Train-the-Trainer Program for 2 Instructors
- $1,000 for reusable student toolkits
- $7,000 for Industrial Training Curriculum Licensing Fee

EXHIBIT B
COMPLIANCE PROVISIONS INCORPORATED
IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed per the expense account they were charged.

2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.

3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:

1. Original invoice marked with funding source
2. Detailed listing of each expense showing:
    a) recipient
    b) brief description of purchase
    c) amount with method of computation detailed

Cost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

4. All employees handling funds are required to be insured by a fidelity bond.

5. The City shall not be obligated to any third party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.

6. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.

7. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

8. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C
CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

(1) Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

(3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;

(4) Section 3 of the Housing and Urban Development Act of 1968, as amended;

(5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

(6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;

(7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;

(8) The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

(9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;

(10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;

(11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);

(12) The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;

(13) The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];

(14) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));

(15) The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;

(16) The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;

(17) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

(18) Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;

(19) Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);

(20) The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and

(21) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).

(22) Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis-Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.

(23) No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).

(a) No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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.

(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 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.

(24) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

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

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

a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No___.

b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes ____, No____.
If you answered "yes" please state which of the above entities best describes your business:
_____

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

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

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

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

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

Signed _____, 20_____.

By: _____
Name: _____
Title: _____

For purposes of responding to question (b) above, an "affiliated party" includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an

agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation.

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this 11th day of April, 2022, (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and Pueblo Community College, a Colorado community college, hereinafter referred to as the "Subrecipient." City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

The following recitals are incorporated in and made a part of this Agreement.

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, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to $36.7 million in funds which were expected to be distributed to the City from 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); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the 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 Local Fiscal Recovery Funds ("CLFRF") to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; and

WHEREAS, Subrecipient has requested that the City use CLRF Funds in connection with the Industrial Painting Training Project (hereinafter "Project"); and

WHEREAS, the City desires to disburse funds from Project No. CI2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

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

1. <u>FACTUAL BASIS FOR THE GRANT AWARD</u>

(a) The COVID-19 pandemic has resulted in fewer learning opportunities for disadvantaged and low-skilled workers who, in turn, are most likely need retraining.

Numerous persons in the City of Pueblo are jobless and many remain furloughed.

(b) Industrial painting, defined as the application of varnish, paint or other types of coatings to surfaces including houses, businesses, machinery, vehicles and other materials that require finishing. Subrecipient will provide an alternative training method to traditional coating and spray-painting techniques for local students.

(c) Vestas, Trane Corporation, and other large corporations are currently bringing in out-of- state personnel to paint and repaint equipment because they cannot find qualified professional painters locally. In addition, local businesses such as body shops, collision repair and painting/refinishing firms are in need of employees who are familiar with the painting trade.

(d) An industrial paint simulator allows learners to work in a safer work environment without worrying about illness due to the exposure of toxic materials. In addition, a paint simulator will also take hands-on training out of the spray booth and into the classroom thereby reducing training time for employers, increase efficiency, with the goal of producing skilled professional craftsmen.

(e) Pueblo Corporate College, a workforce development resource, delivers workforce training to individuals through innovative, state-of-the-art training facilities and classrooms.

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

(a) Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

(b) Subrecipient warrants and represents that it: (i) has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder; (ii) that it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and (iii) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

3. RESPONSIBILITIES OF THE CITY

The City shall designate a representative of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the performance of this Agreement and the disbursement of funds in connection with the Project. In the absence of such a designation, the City Mayor shall be deemed as City's authorized representative.

4. SUBRECIPIENT'S COMPENSATION AND METHOD OF PAYMENT

(a) The City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to

Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that Subrecipient has expended funds for eligible approved expenditures, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City, (iv) that Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.

(b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.

(c) The aggregate of all payments made hereunder shall not exceed Forty-Five Thousand Dollars (U.S. $45,000.00). City shall make full payment to Subrecipient within thirty (30) days following approval of this Agreement by the City Council of the City of Pueblo and execution of this Agreement by the Subrecipient.

(d) Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

5. TERM OF PROJECT AND AGREEMENT

(a) The term of the Project shall be from May 1, 2022 to December 31, 2023 unless this Agreement is sooner terminated as herein provided.

(b) The term of this Agreement shall be from the Effective Date set forth above to December 31, 2023 unless sooner terminated as herein provided.

6. TERMINATION OF AGREEMENT

(a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.

(b) For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

(c) Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

7. ASSIGNABILITY

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

8. CONFLICT OF INTEREST

The Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

9. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. The Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

10. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. The City shall at least quarterly review the Subrecipient's performance using on-site visits, progress reports required to be submitted by the Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. The Subrecipient shall furnish to the City quarterly program and financial reports of its activities in such form and manner as may

be requested by the City. Subrecipients shall fully cooperate with City in relation to such monitoring and evaluation.

11. SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by the Subrecipient for a period of three years after the completion of the Project. Financial and activity reports shall be submitted quarterly no later than the ninth day of the month following the end of the quarter for which the report is submitted.

12. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

13. LIABILITY, INSURANCE

(a) As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statue, ordinance, rule or regulation.

(b) Subrecipient agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (c).

(c) The minimum insurance coverage which Subrecipient shall obtain and keep in force is Comprehensive General and Automobile Liability Insurance with limits not less than Five Hundred Thousand and No/100 Dollars ($500,000) per person and One Million Dollars ($1,000,000) per occurrence for personal injury, including but not limited to death and bodily injury, and Fifty Thousand and No/100 Dollars ($50,000) per occurrence for property damage.

(d) Workers' Compensation Insurance complying with statutory requirements in Colorado.

14. CERTIFICATIONS

The Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

15. REVERSION OF ASSETS

(a) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

(b) In the event City incurs any costs or expenses in enforcing the requirements of this paragraph 15 or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

16. PERA LIABILITY

The Subrecipient 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 Subrecipient shall fill out the questionnaire attached as Exhibit D and submit the completed form to City's Finance Office as part of the signed Agreement.

17. ENTIRE AGREEMENT; AMENDMENTS

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

18. GOVERNMENT IMMUNITY. The City and the Subrecipient do not waive or intend to waive, by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act § 24-10-101 to 120, C.R.S., or otherwise available under applicable law.

19. NO THIRD-PARTY BENEFICIARIES. 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 and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.

20. LITIGATION, VENUE AND WAIVER OF TRIAL BY JURY. In the event of any litigation arising under this Agreement, the court shall award to the prevailing Party its costs and reasonable attorney fees. Exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado, and each Party

submits to the personal and subject matter jurisdiction of such District Court. To the fullest extent permitted by law, the Parties hereby waive their right to a trial by jury.

21. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

22. RULES OF CONSTRUCTION. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

23. WAIVER. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

24. NO MONETARY DAMAGES AGAINST CITY. In consideration of City entering into the Agreement, Subrecipient waives and discharges City, its officers, agents and employees from any and all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

25. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts and each such counterpart shall be deemed for all purposes to be an original and all such counterparts shall together constitute but one and the same original.

26. SIGNATURES

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

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

CITY OF PUEBLO
A COLORADO MUNICIPAL CORPORATION

_____ By_____
City Clerk Nicholas A Gradisar, Mayor

[S E A L]

Subrecipient:

PUEBLO COMMUNITY COLLEGE

ATTEST:

By_____ By_____
Signature Signature

Name_____ Name: Patricia A. Erjavec, Ph.D.

Title_____ Title: President

EXHIBIT A
SCOPE OF SERVICES

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

A. Performance Monitoring:

The City will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

PCC'S SCOPE OF SERVICES

B. Principal Tasks

The components of the PCC's work plan under this Agreement shall be as follows:

1. Develop and deliver a new fast-track training program for Industrial painting using an industrial paint simulator.

2. Fill job positions in Pueblo or assist students in opening their own businesses in the painting industry.

3. Focus on training unemployed workers (referrals from TANF, Pueblo Workforce Center, Department of Human Services, and the probation system), paying particular attention to single mothers, to allow them to acquire job skills which would enable them to discontinue public assistance and improve their lives.

4. Perform skill assessments, re-training and periodic evaluations to improve the education and earnings of low-skilled community members by providing well-articulated training steps tailored to the local job market and accompanied by guidance and other support.

5. Provide basic skills instruction and occupational training leading to credentials for in-demand jobs.

6. Deliver workforce training to individuals through innovative, state-of-the-art training facilities and classrooms.

7. Recruit large corporations and small business owners as sponsors for placement of students following training.

8. Provide Pueblo citizens with the skill sets needed for entry-level work, thereby providing them with the basic building blocks to further their career and education.

9. Track data in real time to quantify painter skills and opportunities for job access and success. Success will be measured by

- number of attendees and successful completion of the courses offered;
- number of hours students spend learning a new skill;
- new job opportunities for students.

C. Budget

$45,000 Total Program Startup Costs for an industrial paint simulator.

EXHIBIT B
COMPLIANCE PROVISIONS INCORPORATED
IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed per the expense account they were charged.

2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.

3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:

1. Original invoice marked with funding source
2. Detailed listing of each expense showing:
    a) recipient
    b) brief description of purchase
    c) amount with method of computation detailed

Cost Summary must be submitted quarterly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

4. All employees handling funds are required to be insured by a fidelity bond.

5. The City shall not be obligated to any third party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.

6. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.

7. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

8. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C
CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

(1) Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

(3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;

(4) Section 3 of the Housing and Urban Development Act of 1968, as amended;

(5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

(6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;

(7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;

(8) The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

(9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;

(10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;

(11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);

(12) The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;

(13) The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];

(14) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));

(15) The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;

(16) The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;

(17) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

(18) Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;

(19) Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);

(20) The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and

(21) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).

(22) Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis-Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.

(23) No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).

(a) No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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.

(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 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.

(24) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

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

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

a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No___.

b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes ____, No____.
If you answered "yes" please state which of the above entities best describes your business:
_____

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

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

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

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

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

Signed _____, 20_____.

By: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an "affiliated party" includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an

agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation.

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this 11th day of April, 2022, (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and Pueblo Community College, a Colorado community college, hereinafter referred to as the "Subrecipient." City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

The following recitals are incorporated in and made a part of this Agreement.

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, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to $36.7 million in funds which were expected to be distributed to the City from 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); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the 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 Local Fiscal Recovery Funds ("CLFRF") to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; and

WHEREAS, Subrecipient has requested that the City use CLRF Funds in connection with the Place for Education and Academic Knowledge (PEAK) Project (hereinafter "Project"); and

WHEREAS, the City desires to disburse funds from Project No. CI2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

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

1. <u>FACTUAL BASIS FOR THE GRANT AWARD</u>

(a) The COVID-19 pandemic has resulted in fewer learning opportunities for disadvantaged and low-skilled workers who, in turn, are most likely need retraining.

Numerous persons in the City of Pueblo are jobless and many remain furloughed.

(b) Since the pandemic, there is a much greater need for post- secondary education: trainings, certifications, reskilling, upskilling, continuing education and testing. Pueblo County's unemployment rate was among the five highest in Colorado according to the data from the Colorado Department of Labor and Employment (CDLE) for March of 2021. According to the CDLE, now is the time for businesses and colleges to come together to develop a plan for post pandemic training, reskilling and upskilling as it is estimated that by 2025 40% of workers will need short-term learning and reskilling.

(c) The workforce is changing and so is the need for quick turnaround training options in an extended studies format. Sessions of courses in a few hours to a few days offer members of the community a chance to engage in learning that meets their needs. In addition, the options for virtual education offer students the ability (and an equitable approach) to learn in a format that works with their schedules.

(d) The Project addresses the current unemployment and underemployment problem by providing new skills for immediate employment and addresses the shortage in skilled workers (primarily in energy and construction/infrastructure industries). Training provided through this project will help students acquire specialized skills sets, increase their potential and enable them to transition to higher paying jobs. This is an opportunity for employees to improve their knowledge base and become more effective in the workplace. This program will help individuals cultivate new 21st century "next" skills and support their continued need for soft skills.

(e) Through the requested ARPA funding, these programs would be at no-cost to the participants.

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

(a) Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

(b) Subrecipient warrants and represents that it: (i) has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder; (ii) that it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and (iii) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

3. RESPONSIBILITIES OF THE CITY

The City shall designate a representative of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the performance of this Agreement and the disbursement of funds in connection with the Project. In the absence of such a designation, the City Mayor shall be deemed as City's authorized representative.

4. SUBRECIPIENT'S COMPENSATION AND METHOD OF PAYMENT

(a) The City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that Subrecipient has expended funds for eligible approved expenditures, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City, (iv) that Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.

(b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.

(c) The aggregate of all payments made hereunder shall not exceed One Hundred Eighty-Six Thousand Eight Hundred Dollars (U.S. $186,800.00). City shall make full payment to Subrecipient within thirty (30) days following approval of this Agreement by the City Council of the City of Pueblo and execution of this Agreement by the Subrecipient.

(d) Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

5. TERM OF PROJECT AND AGREEMENT

(a) The term of the Project shall be from May 1, 2022 to December 31, 2023 unless this Agreement is sooner terminated as herein provided.

(b) The term of this Agreement shall be from the Effective Date set forth above to December 31, 2023 unless sooner terminated as herein provided.

6. TERMINATION OF AGREEMENT

(a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall

include any material failure by Subrecipient to comply with any term of this Agreement.

(b) For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

(c) Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

7. ASSIGNABILITY

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

8. CONFLICT OF INTEREST

The Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

9. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. The Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

10. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in

accordance with City's and other applicable monitoring and evaluation criteria and standards. The City shall at least quarterly review the Subrecipient's performance using on-site visits, progress reports required to be submitted by the Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. The Subrecipient shall furnish to the City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipients shall fully cooperate with City in relation to such monitoring and evaluation.

11. SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by the Subrecipient for a period of three years after the completion of the Project. Financial and activity reports shall be submitted quarterly no later than the ninth day of the month following the end of the quarter for which the report is submitted.

12. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

13. LIABILITY, INSURANCE

(a) As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statue, ordinance, rule or regulation.

(b) Subrecipient agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (c).

(c) The minimum insurance coverage which Subrecipient shall obtain and keep in force is Comprehensive General and Automobile Liability Insurance with limits not less than Five Hundred Thousand and No/100 Dollars ($500,000) per person and One Million Dollars ($1,000,000) per occurrence for personal injury, including but not

limited to death and bodily injury, and Fifty Thousand and No/100 Dollars ($50,000) per occurrence for property damage.

(d) Workers' Compensation Insurance complying with statutory requirements in Colorado.

14. CERTIFICATIONS

The Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

15. REVERSION OF ASSETS

(a) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

(b) In the event City incurs any costs or expenses in enforcing the requirements of this paragraph 15 or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

16. PERA LIABILITY

The Subrecipient 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 Subrecipient shall fill out the questionnaire attached as Exhibit D and submit the completed form to City's Finance Office as part of the signed Agreement.

17. ENTIRE AGREEMENT; AMENDMENTS

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

18. GOVERNMENT IMMUNITY. The City and the Subrecipient do not waive or intend to waive, by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act § 24-10-101 to 120, C.R.S., or otherwise available under applicable law.

19. NO THIRD-PARTY BENEFICIARIES. 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 and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention

of the Parties that any person other than the Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.

20. LITIGATION, VENUE AND WAIVER OF TRIAL BY JURY. In the event of any litigation arising under this Agreement, the court shall award to the prevailing Party its costs and reasonable attorney fees. Exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado, and each Party submits to the personal and subject matter jurisdiction of such District Court. To the fullest extent permitted by law, the Parties hereby waive their right to a trial by jury.

21. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

22. RULES OF CONSTRUCTION. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

23. WAIVER. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

24. NO MONETARY DAMAGES AGAINST CITY. In consideration of City entering into the Agreement, Subrecipient waives and discharges City, its officers, agents and employees from any and all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

25. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts and each such counterpart shall be deemed for all purposes to be an original and all such counterparts shall together constitute but one and the same original.

26. SIGNATURES

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

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

CITY OF PUEBLO
A COLORADO MUNICIPAL CORPORATION

_____ By_____
City Clerk Nicholas A Gradisar, Mayor

[S E A L]

Subrecipient:

PUEBLO COMMUNITY COLLEGE

ATTEST:

By_____
Signature

Name_____

Title_____

By_____
Signature

Name: Patricia A. Erjavec, Ph.D.

Title: President

EXHIBIT A
SCOPE OF SERVICES

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

A. Performance Monitoring:

The City will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

PCC'S SCOPE OF SERVICES

B. Principal Tasks

The components of the PCC's work plan under this Agreement shall be as follows:

1. Focus on training unemployed workers (referrals from TANF, Pueblo Workforce Center, Department of Human Services, and the probation system), paying particular attention to single mothers, to allow them to acquire job skills which would enable them to discontinue public assistance and improve their lives.

2. Subrecipient Pueblo Community College (PCC) through the Place for Education and Academic Knowledge (PEAK) Center shall promote the success of all learners by facilitating the development and implementation of professional learning. The PEAK shall provide comprehensive services to students, guided by the following values:

- purposed to serve student, educator and community education needs;
- providing educational opportunities to learn in a quick term format;
- use a collaborative process, with an emphasis on shared accountability.

3. PEAK will develop and implement three programs as follows:

(a) Pueblo's Energy Smart Academy

- IREC accredited weatherization programs
- Building Performance Institute (BPI) Test Center, offering EPA Lead Remediation, Repair and Painting (RRP) certifications and OSHA trainings
- Host a living lab and mobile field lab
- Residential Energy Efficiency and Weatherization Courses
- Technical and Customer Service Skills Academy

(b) Construction Skills (basic construction and skilled trades)

(c) Soft Skills

- Critical thinking and problem-solving skills
- Teamwork and collaboration
- Leadership
- Communication and customer service
- Professionalism and instilling a strong work ethic

4. Subrecipient shall be responsible for accomplishing the following tasks during the term of the Project:

(a) Secure subject matter experts;
(b) Identify required training equipment and facilities;
(c) Develop curriculum
(d) Certify training/testing facilities and instructors (if required)
(e) Recruit participants
(f) Offer certification testing (as needed)

5. Minimum Project Specifications

(a) Number of participants served: 50
(b) Participant completion rate: 85%
(c) Number of classes offered: 8

C. Budget

During the term of the Project, Subrecipient shall be guided by the following budget:

Description	**Quantity**	**Rate**	**Total**
Project Management	1040 hours	$45 per hour	$ 46,800
Subject Matter Experts	1040 hours	$50 per hour	$ 52,000
Virtual Classroom Setup	8 setups	$1,500 per setup	$ 12,000
Equipment	3 pieces	$7,000 per piece	$ 21,000
Supplies	50 units	$200 per unit	$ 10,000
Facility Rental	8 weeks	$1,500 per week	$ 12,000
Credentialing Expenses	1	$10,000	$ 10,000
Certification Exam Fees	50 tests	$300 per test	$ 15,000
Instructor Travel Expenses	10 days	$200 per day	$ 2,000
Recruitment and Outreach	8 weeks	$750 per week	$ 6,000
TOTAL			$186,800

D. Subrecipient Matching Contributions (In Kind)

During the term of the Project, Subrecipient shall, at a minimum, provide the following matching Contributions (in kind):

Description	**Quantity**	**Rate**	**Total**
PCC Marketing and Design Support	80 hours	$45 per hour	$ 3,600
PCC IT Support	80 hours	$50 per hour	$ 4,000
PCC Procurement Assistance	80 hours	$45 per hour	$ 3,600
PCC Compliance Oversight	120 hours	$45 per hour	$ 5,400
PCC Finance/Accounting	80 hours	$45 per hour	$ 3,600

Support			
PCC Hiring Assistance	80 hours	$45 per hour	$ 3,600
PCC Facilities and Housekeeping	80 hours	$35 per hour	$ 2,800
TOTAL			$26,600

EXHIBIT B
COMPLIANCE PROVISIONS INCORPORATED
IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed per the expense account they were charged.

2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.

3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:

1. Original invoice marked with funding source
2. Detailed listing of each expense showing:
    a) recipient
    b) brief description of purchase
    c) amount with method of computation detailed

Cost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

4. All employees handling funds are required to be insured by a fidelity bond.

5. The City shall not be obligated to any third party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.

6. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.

7. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

8. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C
CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

(1) Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

(3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;

(4) Section 3 of the Housing and Urban Development Act of 1968, as amended;

(5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

(6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;

(7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;

(8) The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

(9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;

(10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;

(11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);

(12) The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;

(13) The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];

(14) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));

(15) The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;

(16) The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;

(17) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

(18) Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;

(19) Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);

(20) The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and

(21) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).

(22) Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis-Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.

(23) No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).

(a) No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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.

(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 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.

(24) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

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

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

a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No___.

b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes ____, No____.
If you answered "yes" please state which of the above entities best describes your business:
_____

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

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

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

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

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

Signed _____, 20_____.

By: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an "affiliated party" includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an

agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation.

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this 11th day of April, 2022, (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and Pueblo Community College, a Colorado community college, hereinafter referred to as the "Subrecipient." City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

The following recitals are incorporated in and made a part of this Agreement.

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, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to $36.7 million in funds which were expected to be distributed to the City from 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); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the 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 Local Fiscal Recovery Funds ("CLFRF") to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; and

WHEREAS, Subrecipient has requested that the City use CLRF Funds in connection with providing free, non-credit Science, Technology, Engineering and Mathematics (STEM) classes to local students (hereinafter "Project"); and

WHEREAS, the City desires to disburse funds from Project No. CI2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

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

1. FACTUAL BASIS FOR THE GRANT AWARD

(a) The COVID-19 pandemic has resulted in fewer learning opportunities for

disadvantaged and low-skilled workers who, in turn, are most likely need retraining. Numerous persons in the City of Pueblo are jobless and many remain furloughed.

(b) Since the pandemic, there is a much greater need for post-secondary education: trainings, certifications, reskilling, upskilling, continuing education and testing. Pueblo County's unemployment rate was among the five highest in Colorado according to data from the Colorado Department of Labor and Employment (CDLE) in March of 2021. According to CDLE, now is the time for businesses and colleges to come together to develop a plan for post pandemic training, reskilling and upskilling because it is estimated that by 2025, 40% of workers will need short-term learning and reskilling.

(c) The workforce is changing and so is the need for quick turnaround training options in an extended studies format. Sessions of courses in a few hours to a few days offer members of the community a chance to engage in learning that meets their needs. In addition, the options for virtual education offer students the ability (and an equitable approach) to learn in a format that works with their schedules.

(d) The Project addresses the current unemployment and underemployment problem by providing new skills for immediate employment and addresses the shortage in skilled workers (primarily in energy and construction/infrastructure industries). Training provided through this project will help students acquire specialized skills sets, increase their potential and enable them to transition to higher paying jobs. This is an opportunity for employees to improve their knowledge base and become more effective in the workplace. This program will help individuals cultivate new 21st century "next" skills and support their continued need for soft skills.

(e) Non-credit students do not get any type of financial aid or state funding.

(f) Non-credit development programs, such as Pueblo Corporate College, help Puebloans navigate a path to jobs that pay well in our community. Non-credit courses and programs promote success by enabling Pueblo residents to gain the skills, knowledge, and confidence to get a job, get a better job, or transition to credit education.

(g) Pueblo Corporate College programs aim to improve the education and earnings of low-skilled community members by providing well-articulated training steps tailored to the local job market and accompanied by guidance and other support.

(h) Pueblo Corporate College programs focus on promising approaches to basic skills instruction and occupational training that lead to credentials for in-demand jobs. By significantly lowering the barriers to entry, non-credit courses expand student access and are a vital stepping-stone for underserved learners to reach their individual goals.

(i) As employers seek to increase the skills of their workforce, non-credit education is an attractive option.

(j) Through the requested ARPA funding, these non-credit courses would be at no-cost to the participants, for a minimum of one full academic year.

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

(a) Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

(b) Subrecipient warrants and represents that it: (i) has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder; (ii) that it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and (iii) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

3. RESPONSIBILITIES OF THE CITY

The City shall designate a representative of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the performance of this Agreement and the disbursement of funds in connection with the Project. In the absence of such a designation, the City Mayor shall be deemed as City's authorized representative.

4. SUBRECIPIENT'S COMPENSATION AND METHOD OF PAYMENT

(a) The City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that Subrecipient has expended funds for eligible approved expenditures, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City, (iv) that Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.

(b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.

(c) The aggregate of all payments made hereunder shall not exceed One Hundred Thousand Dollars (U.S. $100,000.00). City shall make full payment to Subrecipient within thirty (30) days following approval of this Agreement by the City Council of the City of Pueblo and execution of this Agreement by the Subrecipient.

(d) Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

5. TERM OF PROJECT AND AGREEMENT

(a) The term of the Project shall be from May 1, 2022 to December 31, 2023 unless this Agreement is sooner terminated as herein provided.

(b) The term of this Agreement shall be from the Effective Date set forth above to December 31, 2023 unless sooner terminated as herein provided.

6. TERMINATION OF AGREEMENT

(a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.

(b) For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

(c) Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

7. ASSIGNABILITY

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

8. CONFLICT OF INTEREST

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

regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

9. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. The Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

10. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. The City shall at least quarterly review the Subrecipient's performance using on-site visits, progress reports required to be submitted by the Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. The Subrecipient shall furnish to the City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipients shall fully cooperate with City in relation to such monitoring and evaluation.

11. SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by the Subrecipient for a period of three years after the completion of the Project. Financial and activity reports shall be submitted quarterly no later than the ninth day of the month following the end of the quarter for which the report is submitted.

12. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

13. LIABILITY, INSURANCE

(a) As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property,

including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statue, ordinance, rule or regulation.

(b) Subrecipient agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (c).

(c) The minimum insurance coverage which Subrecipient shall obtain and keep in force is Comprehensive General and Automobile Liability Insurance with limits not less than Five Hundred Thousand and No/100 Dollars ($500,000) per person and One Million Dollars ($1,000,000) per occurrence for personal injury, including but not limited to death and bodily injury, and Fifty Thousand and No/100 Dollars ($50,000) per occurrence for property damage.

(d) Workers' Compensation Insurance complying with statutory requirements in Colorado.

14. CERTIFICATIONS

The Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

15. REVERSION OF ASSETS

(a) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

(b) In the event City incurs any costs or expenses in enforcing the requirements of this paragraph 15 or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

16. PERA LIABILITY

The Subrecipient 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 Subrecipient shall fill out the questionnaire attached as Exhibit D and submit the completed form to City's Finance Office as part of the signed Agreement.

17. ENTIRE AGREEMENT; AMENDMENTS

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

18. GOVERNMENT IMMUNITY. The City and the Subrecipient do not waive or intend to waive, by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act § 24-10-101 to 120, C.R.S., or otherwise available under applicable law.

19. NO THIRD-PARTY BENEFICIARIES. 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 and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.

20. LITIGATION, VENUE AND WAIVER OF TRIAL BY JURY. In the event of any litigation arising under this Agreement, the court shall award to the prevailing Party its costs and reasonable attorney fees. Exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado, and each Party submits to the personal and subject matter jurisdiction of such District Court. To the fullest extent permitted by law, the Parties hereby waive their right to a trial by jury.

21. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

22. RULES OF CONSTRUCTION. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

23. WAIVER. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

24. NO MONETARY DAMAGES AGAINST CITY. In consideration of City entering into the Agreement, Subrecipient waives and discharges City, its officers, agents and employees from any and all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

25. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts and each such counterpart shall be deemed for all purposes to be an original and all such counterparts shall together constitute but one and the same original.

26. SIGNATURES

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

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

CITY OF PUEBLO
A COLORADO MUNICIPAL CORPORATION

_____ By_____
City Clerk Nicholas A Gradisar, Mayor

[S E A L]

Subrecipient:

PUEBLO COMMUNITY COLLEGE

ATTEST:

By_____ By_____
Signature Signature

Name_____ Name: Patricia A. Erjavec, Ph.D.

Title_____ Title: President

EXHIBIT A
SCOPE OF SERVICES

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

A. Performance Monitoring:

The City will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

PCC'S SCOPE OF SERVICES

B. Principal Tasks

The components of the PCC's work plan under this Agreement shall be as follows:

1. Focus on training unemployed workers (referrals from TANF, Pueblo Workforce Center, Department of Human Services, and the probation system), paying particular attention to single mothers, to allow them to acquire job skills which would enable them to discontinue public assistance and improve their lives.

2. The training and development programs shall provide the basic workforce entry level skill sets needed for jobs including, but not limited to, the following:

- Construction
- Electrical
- Manufacturing
- Healthcare
- Business
- Public safety

3. Non-credit courses shall include, but are not limited to:

- Carpentry
- Certified bookkeeper
- Certified nursing assistant
- Computer skills for workplace
- Non-destructive testing, Level 1
- Paraoptometric Professional
- Heavy equipment operator
- Skilled trades
- Veterinary Assistant

4. When appropriate, Subrecipient shall use PCC's Mobile Learning Labs (MLL's) as portable classrooms with professional-grade trainers and instruction stations. These customized training tools shall provide a wide range of skill development from fundamentals to advanced troubleshooting.

5. Subrecipient shall be responsible for accomplishing the following tasks during the term of the Project:

(a) Secure subject matter experts;
(b) Identify required training equipment and facilities;
(c) Develop curriculum
(d) Certify training/testing facilities and instructors (if required)
(e) Recruit participants
(f) Offer certification testing (as needed)

C. Budget

(a) $100,000 for free, non-credit classes for a minimum of one full academic year.
(b) Quarterly classes will be offered to participants at no cost on a first come, first served basis.
(c) Classes will be limited to 6-12 students per class.
(d) Vouchers for certification may be included in some courses.
(e) Classes will be offered in person, hybrid and online utilizing Ed2Go interactive courses.

EXHIBIT B
COMPLIANCE PROVISIONS INCORPORATED
IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed per the expense account they were charged.

2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.

3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:

1. Original invoice marked with funding source
2. Detailed listing of each expense showing:
    a) recipient
    b) brief description of purchase
    c) amount with method of computation detailed

Cost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

4. All employees handling funds are required to be insured by a fidelity bond.

5. The City shall not be obligated to any third party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.

6. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.

7. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

8. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C
CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

(1) Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

(3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;

(4) Section 3 of the Housing and Urban Development Act of 1968, as amended;

(5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

(6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;

(7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;

(8) The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

(9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;

(10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;

(11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);

(12) The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;

(13) The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];

(14) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));

(15) The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;

(16) The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;

(17) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

(18) Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;

(19) Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);

(20) The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and

(21) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).

(22) Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis-Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.

(23) No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).

(a) No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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.

(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 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.

(24) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

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

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

a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No___.

b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes ____, No____.
If you answered "yes" please state which of the above entities best describes your business:
_____

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

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

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

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

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

Signed _____, 20_____.

By: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an "affiliated party" includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an

agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 28, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, A MUNICIPAL/COUNTY PUBLIC HEALTH AGENCY, FOR PREMIUM PAY FOR ELIGIBLE WORKERS PERFORMING ESSENTIAL WORK, AS AUTHORIZED BY SECTION 603 (c)(1)(B) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF NINETY-ONE THOUSAND THREE HUNDRED SEVENTY-ONE DOLLARS ($91,371) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Subrecipient Agreement with the Pueblo Department of Public Health and Environment ("PDPHE") for premium pay for eligible workers performing essential work, as authorized by Section 603(c)(1)(B) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6. Funds for the premium pay, in the amount of $91,371.00 will be paid out of Project No. CI2113, the American Rescue Plan Act.

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:

The attached Ordinance awards ARPA funds for premium pay for eligible workers performing essential work at the Pueblo Department of Public Health and Environment.

FINANCIAL IMPLICATIONS:

PDPHE will receive $91,371.00 in ARPA funds from Project No.CI2113.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to support premium pay for PDPHE employees.

RECOMMENDATION:

Approval of the Ordinance

Attachments:
Proposed Ordinance
Proposed Subrecipient Agreement.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, A MUNICIPAL/COUNTY PUBLIC HEALTH AGENCY, FOR PREMIUM PAY FOR ELIGIBLE WORKERS PERFORMING ESSENTIAL WORK, AS AUTHORIZED BY SECTION 603 (c)(1)(B) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF NINETY-ONE THOUSAND THREE HUNDRED SEVENTY-ONE DOLLARS ($91,371) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

RECITALS

The following recitals are incorporated in and made a part of this Ordinance.

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, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(B) and the Final Rule 31 CFR 35.6, the City of Pueblo, as a recipient of ARPA Funds, may award premium pay for eligible workers performing essential work; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

The Subrecipient Agreement ("Agreement") between and the City of Pueblo, a Colorado municipal corporation and the Pueblo Department of Public Health and Environment, a Municipal/County Public Health Agency, 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.

Funds in the amount of $91,371.00 are hereby authorized to be paid from Project No. CI2113 – American Rescue Plan Act, for purposes of premium pay for eligible workers performing essential work at the Pueblo Department of Public Health and Environment.

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 to implement the policies and procedures described herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

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

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this 11th day of April, 2022, (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and the Pueblo Department of Public Health and Environment, a Municipal/County Public Health Agency, hereinafter referred to as "PDPHE" or as the "Subrecipient." City and PDPHE/Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

The following recitals are incorporated in and made a part of this Agreement.

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, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to $36.7 million in funds which were expected to be distributed to the City from 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); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the 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 Local Fiscal Recovery Funds ("CLFRF") to make premium pay payments to eligible employees performing essential work; and

WHEREAS, Subrecipient has requested that the City use CLRF Funds to compensate Subrecipient's eligible employees performing essential work with premium pay (hereinafter "Project"); and

WHEREAS, the City desires to disburse funds from Project No. CI2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

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

1. FACTUAL BASIS FOR THE GRANT AWARD

(a) PDPHE has requested funding to provide premium pay to its 103 employees who have supported the on-going public health response and recovery efforts for the COVID-19 pandemic. These staff members have been on the front-line of the response conducting surveillance and data analysis, case investigation, contact tracing, enforcement, testing, vaccination, communication, logistical support and operations support since the beginning of the pandemic in March, 2020.

(b) PDPHE has requested a total of $182,742 in ARPA funds from the City and Pueblo County to compensate its eligible employees performing essential work with premium pay.

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

(a) Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

(b) Subrecipient warrants and represents that it: (i) has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder; (ii) that it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and (iii) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

3. RESPONSIBILITIES OF THE CITY

The City shall designate a representative of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the performance of this Agreement and the disbursement of funds in connection with the Project. In the absence of such a designation, the City Mayor shall be deemed as City's authorized representative.

4. SUBRECIPIENT'S COMPENSATION AND METHOD OF PAYMENT

(a) The City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that Subrecipient has expended funds for eligible approved expenditures, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City, (iv) that Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.

(b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.

(c) The aggregate of all payments made hereunder shall not exceed Ninety-One Thousand Three Hundred Seventy-One Dollars (U.S. $91,371.00). City shall make full payment to Subrecipient within thirty (30) days following approval of this Agreement by the City Council of the City of Pueblo and execution of this Agreement by the Subrecipient.

(d) Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

5. TERM OF PROJECT AND AGREEMENT

(a) The term of the Project shall be from May 1, 2022 to December 30, 2022 unless this Agreement is sooner terminated as herein provided.

(b) The term of this Agreement shall be from the Effective Date set forth above to December 31, 2022 unless sooner terminated as herein provided.

6. TERMINATION OF AGREEMENT

(a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.

(b) For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

(c) Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

7. ASSIGNABILITY

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

8. CONFLICT OF INTEREST

The Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

9. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. The Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

10. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. The City shall at least quarterly review the Subrecipient's performance using on-site visits, progress reports required to be submitted by the Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. The Subrecipient shall furnish to the City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipients shall fully cooperate with City in relation to such monitoring and evaluation.

11. SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by the Subrecipient for a period of three years after the completion of the Project. Financial and

activity reports shall be submitted quarterly no later than the ninth day of the month following the end of the quarter for which the report is submitted.

12. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

13. LIABILITY, INSURANCE

(a) As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statue, ordinance, rule or regulation.

(b) Subrecipient agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (c).

(c) The minimum insurance coverage which Subrecipient shall obtain and keep in force is Comprehensive General and Automobile Liability Insurance with limits not less than Five Hundred Thousand and No/100 Dollars ($500,000) per person and One Million Dollars ($1,000,000) per occurrence for personal injury, including but not limited to death and bodily injury, and Fifty Thousand and No/100 Dollars ($50,000) per occurrence for property damage.

(d) Workers' Compensation Insurance complying with statutory requirements in Colorado.

14. CERTIFICATIONS

The Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

15. REVERSION OF ASSETS

(a) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

(b) In the event City incurs any costs or expenses in enforcing the requirements of this paragraph 15 or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

16. PERA LIABILITY

The Subrecipient 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 Subrecipient shall fill out the questionnaire attached as Exhibit D and submit the completed form to City's Finance Office as part of the signed Agreement.

17. ENTIRE AGREEMENT; AMENDMENTS

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

18. GOVERNMENT IMMUNITY. The City and the Subrecipient do not waive or intend to waive, by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act § 24-10-101 to 120, C.R.S., or otherwise available under applicable law.

19. NO THIRD-PARTY BENEFICIARIES. 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 and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.

20. LITIGATION, VENUE AND WAIVER OF TRIAL BY JURY. In the event of any litigation arising under this Agreement, the court shall award to the prevailing Party its costs and reasonable attorney fees. Exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado, and each Party submits to the personal and subject matter jurisdiction of such District Court. To the fullest extent permitted by law, the Parties hereby waive their right to a trial by jury.

21. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

22. RULES OF CONSTRUCTION. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

23. WAIVER. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

24. NO MONETARY DAMAGES AGAINST CITY. In consideration of City entering into the Agreement, Subrecipient waives and discharges City, its officers, agents and employees from any and all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

25. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts and each such counterpart shall be deemed for all purposes to be an original and all such counterparts shall together constitute but one and the same original.

26. SIGNATURES

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

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

CITY OF PUEBLO
A COLORADO MUNICIPAL CORPORATION

_____
City Clerk

By_____
Nicholas A Gradisar, Mayor

[S E A L]

Subrecipient:
PUEBLO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

ATTEST:

By_____
Signature

Name_____

Title_____

By_____
Signature

Name_____

Title_____

EXHIBIT A
SCOPE OF SERVICES

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

A. Performance Monitoring:

The City will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

SUBRECIPIENT'S SCOPE OF SERVICES

B. Principal Tasks

PDPHE shall provide premium pay to its 103 employees who have supported the on-going public health response and recovery efforts for the COVID-19 pandemic. These staff members have been on the front-line of the response conducting surveillance and data analysis, case investigation, contact tracing, enforcement, testing, vaccination, communication, logistical support and operations support since the beginning of the pandemic in March, 2020.

C. Budget

$91,371.00

EXHIBIT B
COMPLIANCE PROVISIONS INCORPORATED
IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed per the expense account they were charged.

2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.

3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:

1. Original invoice marked with funding source
2. Detailed listing of each expense showing:
    a) recipient
    b) brief description of purchase
    c) amount with method of computation detailed

Cost Summary must be submitted quarterly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

4. All employees handling funds are required to be insured by a fidelity bond.

5. The City shall not be obligated to any third party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.

6. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.

7. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

8. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C
CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

(1) Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

(3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;

(4) Section 3 of the Housing and Urban Development Act of 1968, as amended;

(5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

(6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;

(7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;

(8) The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

(9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;

(10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;

(11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);

(12) The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;

(13) The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];

(14) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));

(15) The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;

(16) The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;

(17) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

(18) Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;

(19) Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);

(20) The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and

(21) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).

(22) Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis-Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.

(23) No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).

(a) No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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.

(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 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.

(24) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

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

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

a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No___.

b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes ____, No____.
If you answered "yes" please state which of the above entities best describes your business:
_____

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

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

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

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

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

Signed _____, 20_____.

By: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an "affiliated party" includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an

agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation.

City Clerk's Office Item # Q-1

Background Paper for Proposed RESOLUTION

COUNCIL MEETING DATE: March 28, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: City Council Member Sarah Martinez

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO AMERICAN MEDICAL RESPONSE IN THE AMOUNT OF ONE THOUSAND DOLLARS ($1,000) TO SPONSOR THE 2022 AMERICAN MEDICAL RESPONSE SAFETY JAM EVENT

SUMMARY:

Attached for consideration is a request for sponsorship of the 2022 American Medical Response Safety Jam event to be held on April 23, 2022.

PREVIOUS COUNCIL ACTION:

City Council sponsored this event in 2014, 2016, 2017, 2018 and 2020.

BACKGROUND:

Council Member Sarah Martinez is requesting $1,000 to sponsor the American Medical Response Safety Jam event to be held on April 23, 2022, in conjunction with the Pueblo Classic Bike Race. The AMR Safety Jam is a free event for the public that provides health and safety equipment and information to the community. They also provide information on other services and opportunities available to citizens in Pueblo and the surrounding area. The Safety Jam is totally sponsor driven and has had several thousand attendees at their past events. These funds will be used to pay for infrastructure needs for the event.

FINANCIAL IMPLICATIONS:

Funds in the amount of $1,000 would be paid from the Council Contingencies Account in the 2022 General Fund Budget to American Medical Response.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council could choose not to authorize funding for this event.

RECOMMENDATION:

This Resolution is at the request of Council Member Sarah Martinez.

Attachments:
Proposed Resolution
Council Contingencies spreadsheet
Sponsorship Request

RESOLUTION NO. 14841

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO AMERICAN MEDICAL RESPONSE IN THE AMOUNT OF ONE THOUSAND DOLLARS ($1,000) TO SPONSOR THE 2022 AMERICAN MEDICAL RESPONSE SAFETY JAM EVENT

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

SECTION 1.

Payment in the amount of $1,000 from the Council Contingencies Account in the 2022 General Fund Budget is authorized to be paid to American Medical Response to sponsor the 2022 American Medical Response Safety Jam event to be held on April 23, 2022.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED March 28, 2022

BY: Lori Winner
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

DATE	BALANCE IN 2022 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 100,000.00
1/24/22	Pueblo United Way Mentoring Collaborative Community Event		$ 500.00		$ 99,500.00
1/24/22	PAACO Annual Stars and Lights Dinner & Dance		$ 750.00		$ 98,750.00
2/14/22	Boys and Girls Club Champions of Youth Dinner Table		$ 1,350.00		$ 97,400.00
2/14/22	Latino Chamber Annual Dinner Table		$ 950.00		$ 96,450.00
2/28/22	Memorial Bench for Renee F. Dominguez		$ 1,600.00		$ 94,850.00
2/28/22	Summer Solstice Arkansas River Event		$ 500.00		$ 94,350.00
3/14/22	Pueblo Has Talent - Use of Memorial Hall		$ 5,189.70		$ 89,160.30
3/14/22	Child Advocacy Center's Blue Tie Gala Table		$ 1,200.00		$ 87,960.30
3/28/22	AMR Safety Jam		$ 1,000.00		$ 86,960.30
					$ 86,960.30
					$ 86,960.30
					$ 86,960.30
					$ 86,960.30
					$ 86,960.30
					$ 86,960.30
					$ 86,960.30
					$ 86,960.30
					$ 86,960.30
					$ 86,960.30
					$ 86,960.30
					$ 86,960.30
					$ 86,960.30
					$ 86,960.30
					$ 86,960.30
					$ 86,960.30
					$ 86,960.30
					$ 86,960.30
					$ 86,960.30
					$ 86,960.30
					$ 86,960.30
					$ 86,960.30
					$ 86,960.30
					$ 86,960.30
					$ 86,960.30
					$ 86,960.30
					$ 86,960.30
					$ 86,960.30
					$ 86,960.30



The Pueblo Classic

Honored Council Members

American Medical Response of Pueblo is pleased to announce the return of the AMR Safety Jam! As you all know Covid-19 halted the event in 2020 and 2021. As first responders we are so please that together, our community got through it. Now that we are able to conduct events such as the AMR Safety Jam, our staff is excited to interact with our citizens in a fun environment again. We are also pleased to be partnering with the Great Pueblo Chamber of Commerce. For 2022 we will hold the AMR Safety Jam down town in conjunction with The Pueblo Classic bike race. The Pueblo Classic has put a great spot light on Pueblo. Since Safety Jam's initial focus was on bike safety and helmet wearing, it is a perfect tie in. Safety Jam will be held in the parking lot next to SRDA, and on Alan Hamel between Main and Union. If you have attended Safety Jam in the past you know it had grown to a great health and safety event for our community. We have already gotten a huge response from previous exhibitors as well as many new ones. We hope teaming up with the Chamber and The Pueblo Classic will bring even more people to the event. When Pueblo teams up nothing can stop us!

In the past the Pueblo City Council has supported the event with a $1000.00 donation. These funds help with infrastructure needs for the event. We respectfully submit a request for the same funds to help start this great event again. We thank you for all you do for Pueblo as individuals and as a council. We will schedule to be at a work session or regular meeting to be available for questions about the changes to the event.

Thank you

Chris McMahan
AMR Pueblo Ops Supervisor
Safety Jam Coordinator
719.696.4017

City Clerk's Office Item # Q-2

Background Paper for Proposed RESOLUTION

COUNCIL MEETING DATE: March 28, 2022

TO: Council President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: City Council Member Heather Graham

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO SOUTHERN COLORADO PRESS CLUB IN THE AMOUNT OF FIVE HUNDRED DOLLARS ($500) TO SPONSOR THE 2022 SHEEP DIP EVENT

SUMMARY:

Attached for consideration is a request for sponsorship of the 2022 Sheep Dip event to be held on April 7, 2022.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Council Member Heather Graham is requesting $500 to sponsor the Annual Sheep Dip event to be held on April 7, 2022. This year's event at Old Towne Carriage House will recognize Retired Chief Troy Davenport as the Mel Harmon recipient and Rob Quirk, KOAA News 5 anchor as the Damon Runyon recipient. This is an annual fundraiser to support students in Mass Communication and Media Communication at Pueblo Community College and Colorado State University Pueblo.

FINANCIAL IMPLICATIONS:

Funds in the amount of $500 would be paid from the Council Contingencies Account in the 2022 General Fund Budget to Southern Colorado Press Club.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council could choose not to authorize funding for this event.

RECOMMENDATION:

This Resolution is at the request of Council Member Heather Graham.

Attachments:
Proposed Resolution
Council Contingencies spreadsheet
Sponsorship Request

RESOLUTION NO. 14842

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO SOUTHERN COLORADO PRESS CLUB IN THE AMOUNT OF FIVE HUNDRED DOLLARS ($500) TO SPONSOR THE 2022 SHEEP DIP EVENT

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

SECTION 1.

Payment in the amount of $500 from the Council Contingencies Account in the 2022 General Fund Budget is authorized to be paid to Southern Colorado Press Club to sponsor the 2022 Sheep Dip event to be held on April 7, 2022.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED March 28, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

DATE	BALANCE IN 2022 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 100,000.00
1/24/22	Pueblo United Way Mentoring Collaborative Community Event		$ 500.00		$ 99,500.00
1/24/22	PAACO Annual Stars and Lights Dinner & Dance		$ 750.00		$ 98,750.00
2/14/22	Boys and Girls Club Champions of Youth Dinner Table		$ 1,350.00		$ 97,400.00
2/14/22	Latino Chamber Annual Dinner Table		$ 950.00		$ 96,450.00
2/28/22	Memorial Bench for Renee F. Dominguez		$ 1,600.00		$ 94,850.00
2/28/22	Summer Solstice Arkansas River Event		$ 500.00		$ 94,350.00
3/14/22	Pueblo Has Talent - Use of Memorial Hall		$ 5,189.70		$ 89,160.30
3/14/22	Child Advocacy Center's Blue Tie Gala Table		$ 1,200.00		$ 87,960.30
3/28/22	AMR Safety Jam		$ 1,000.00		$ 86,960.30
3/28/22	Southern Colorado Press Club Sheep Dip		$ 500.00		$ 86,460.30
					$ 86,460.30
					$ 86,460.30
					$ 86,460.30
					$ 86,460.30
					$ 86,460.30
					$ 86,460.30
					$ 86,460.30
					$ 86,460.30
					$ 86,460.30
					$ 86,460.30
					$ 86,460.30
					$ 86,460.30
					$ 86,460.30
					$ 86,460.30
					$ 86,460.30
					$ 86,460.30
					$ 86,460.30
					$ 86,460.30
					$ 86,460.30
					$ 86,460.30
					$ 86,460.30
					$ 86,460.30
					$ 86,460.30
					$ 86,460.30
					$ 86,460.30
					$ 86,460.30
					$ 86,460.30

city of PUEBLO colorado

CITY OF PUEBLO SPONSORSHIP REQUEST

Date of Request: 3/14/22

Name: Haley Sue Robinson

Business/Non-Profit Name: Southern Colorado Press Club

Phone: 719-251-1199 E-Mail: socopressclub@gmail.com

Name of Event: Sheep Dip

Date of Event: 4/7/22 Amount requested: $500

Supporting event documents must be attached to this request

Make check payable to:

Business/Non-Profit Name: Southern Colorado Press Club

Address: P.O. Box 1438

Pueblo, CO 81002

Phone: 719-251-1199

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: $500 Supporting Councilmember: Heather Graham

Agenda date: 3/28/22 Vendor Confirmation Date: _____

2022 Southern Colorado Press Club
Sheepdip Fact Sheet/Sponsorship Information

WHO: Southern Colorado Press Club

WHAT: 2022 Sheepdip event

DATE: Thursday, April 7, 2022 – 5:30 cocktails, 6:30 dinner & program

LOCATION: Olde Towne Carriage House, 102 S. Victoria, Pueblo

WHY: This event raises money to benefit student scholarships at Colorado State University Pueblo and Pueblo Community College

This year's event will honor retired Chief of Police, Troy Davenport, with the Mel Harmon Community Service Award for his exceptional service, volunteerism and dedication to our community.

We will also honor Emmy award-winning broadcast journalist, Rob Quirk, who has been the primary weeknight news anchor at KOAA News5 for nearly 30 years, with the Damon Runyon Award for his accomplishments and longtime contributions to broadcast journalism.

Sponsorship Levels

Gold Level - *$1000*

Company banner hung at event

One full page ad and company recognition in event program

One table of **eight** at Sheepdip Event

Recognition in pre-event publicity

Table Signage / Recognition at Event

Silver Level - *$500*

½ page ad and company recognition in event program

2 tickets to Sheepdip Event

Recognition in pre-event publicity

Table Signage/Recognition at Event

Host a Press Club scholarship student at your corporate table for Sheepdip. We are offering tables of 8 at this event and, if your organization is a sponsor, consider using one of your seats for a CSU Pueblo or PCC student; or, add a student to your group if you attend with friends or business associates.

City Clerk's Office Item # R-1

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. 10133

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 March 14, 2022.

Final adoption of Ordinance by City Council on March 28, 2022.

President of City Council

Action by the Mayor:

☒ Approved on March 30, 2022.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

AGREEMENT 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 _____ Digitally signed by JAMES PITTS Date: 2022.02.11 10:08:43 -07'00'
James C. Pitts, Deputy Forest Supervisor
Pike & San Isabel National Forest

EXHIBIT A
FIRE FIGHTING RELOAD BASE

City Clerk's Office Item # R-2

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. 10134

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 March 14, 2022.

Final adoption of Ordinance by City Council on March 28, 2022.

President of City Council

Action by the Mayor:

☒ Approved on March 30, 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

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.

Remainder of page intentionally left blank

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. Atencio
President of City Council

Action by the Mayor:

☒ Approved on June 15, 2021.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Nicholas Gradisar
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

City Clerk's Office Item # R-3

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. 10135

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 March 14, 2022.

Final adoption of Ordinance by City Council on March 28, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on March 30, 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

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 maintenace 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: _____

DPW 110
12/03/98

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 Boelter of Public Service Company, an agent corporation, on behalf of the corporation.

[seal]

Notary Public
My Commission Expires:
January 31, 2023

VICKY YANG
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2023

DPW 110
12/03/98

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;

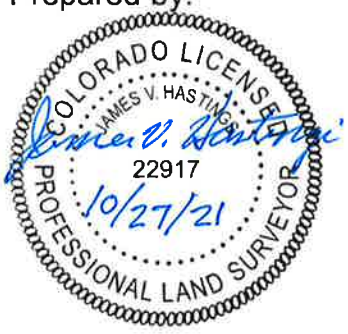
Thence S89°52'19"E a distance of 22.00 feet to a point on the east line of said Lot 6;

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.

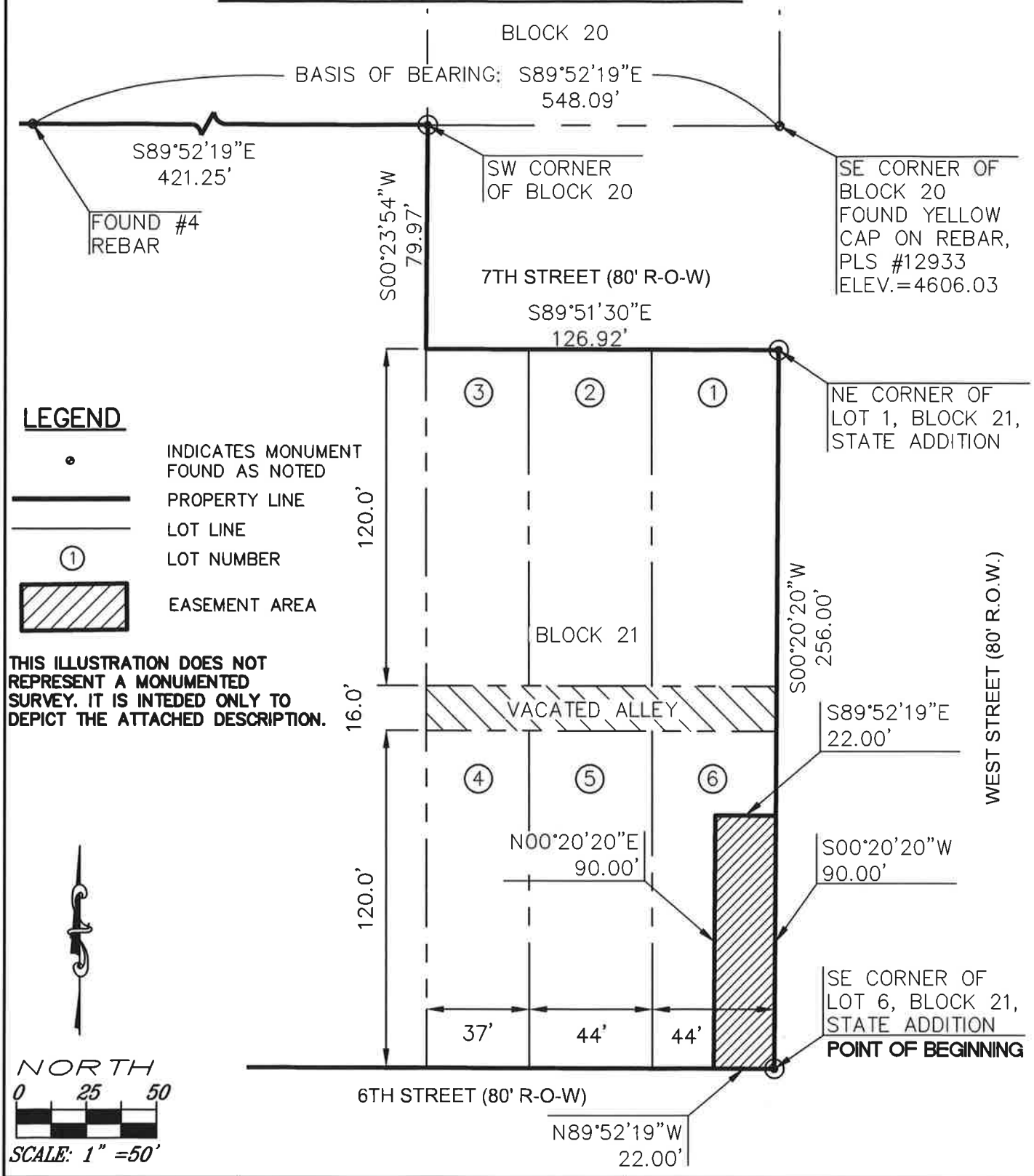
Containing 1,980 square feet (0.045 Acres), more or less.

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: JIM HASTINGS	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
ADDRESS: 7175 W. JEFFERSON AVE., SUITE 4350 LAKEWOOD, CO 80235	
DATE: 09/23/2021 SIGNATURE:	PARCEL CONTAINS 1,980 SQ. FT. (0.045 ACRES MORE OR LESS)

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)
)ss
County of Hennepin)

The foregoing instrument was acknowledged before me this 15 day of October 2021 by Mark Bradke of Public Service Company, a Colorado corporation, on behalf of the corporation.

[seal]

Vicky Yang
Notary Public
My Commission Expires:
January 31, 2023

VICKY YANG
NOTARY PUBLIC - MINNESOTA
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

[SEAL]

[signature]
Notary Public

SUSAN M NERHEIM
Notary Public
State of Minnesota
My Commission Expires
January 31, 2023

DPW 116
02/07/02

City Clerk's Office Item # R-4

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. 10136

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 March 14, 2022.

Final adoption of Ordinance by City Council on March 28, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on March 30, 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

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

DPW 110
12/03/98

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
STATE OF COLORADO
NOTARY ID# 20084025819
MY COMMISSION EXPIRES July 25, 2024

Lola D. Chavez
Notary Public
My Commission Expires:
07/25/2024

DPW 110
12/03/98

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.

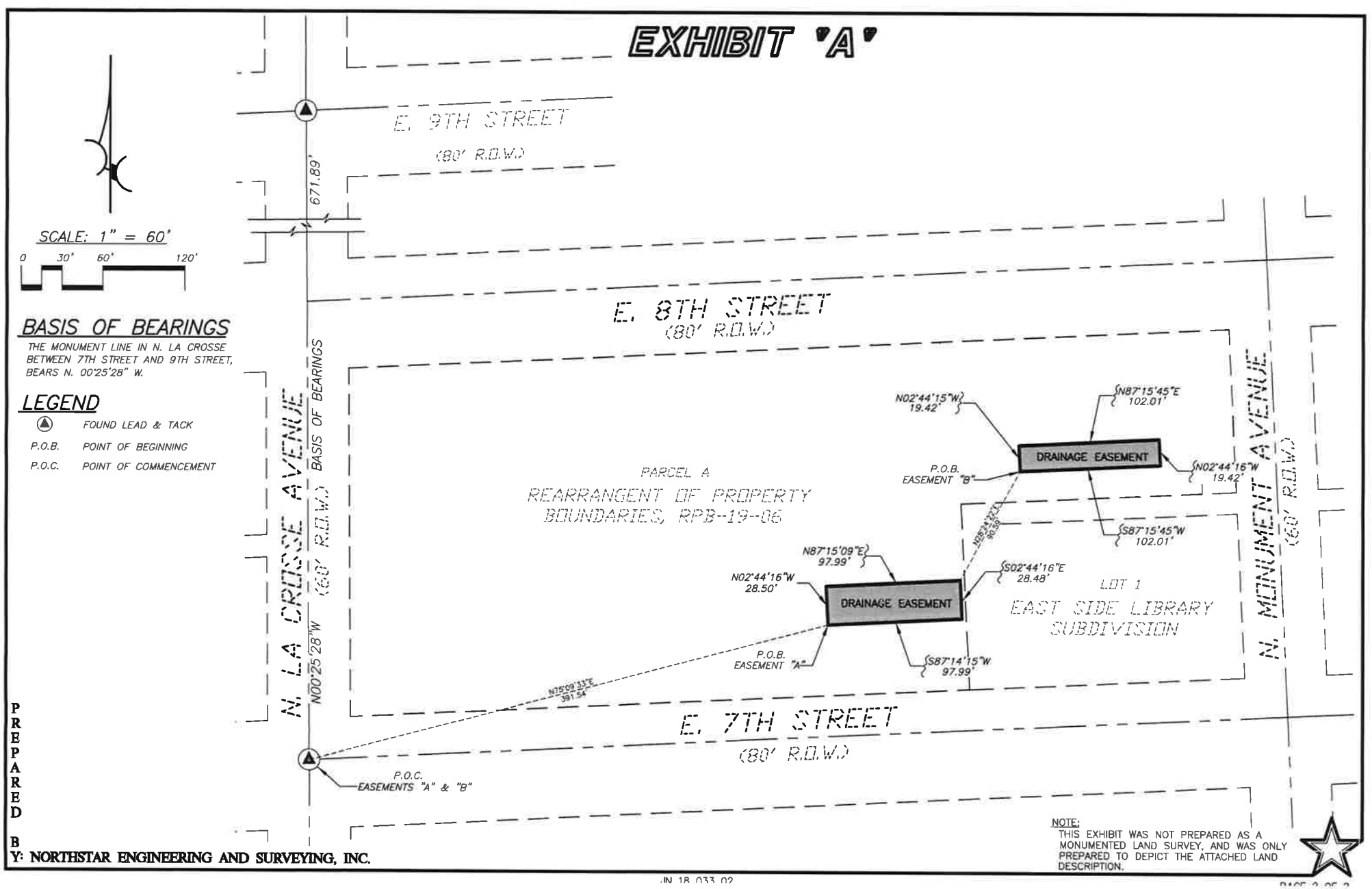
CONTAINING 0.045 ACRES, MORE OR LESS.

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'



SCALE: 1" = 60'

0 30' 60' 120'

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

NOTE:
THIS EXHIBIT WAS NOT PREPARED AS A MONUMENTED LAND SURVEY, AND WAS ONLY PREPARED TO DEPICT THE ATTACHED LAND DESCRIPTION.

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

.IN 18 033 02

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)
) ss.
COUNTY OF Pueblo)

The foregoing instrument was acknowledged before me this 6th day of August, 2019, 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 R. Santos
Notary Public

[SEAL]

NANETTE R. SANTOS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19954009566
My Commission Expires 06-25-2020

DPW 116
02/07/02

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, 20 21 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 D Chavez
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20084025819
MY COMMISSION EXPIRES July 25, 2024

Lola D. Chavez
Notary Public
My Commission Expires:
07/25/2024

City Clerk's Office Item # R-5

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. 10137

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 March 14, 2022.

Final adoption of Ordinance by City Council on March 28, 2022.

President of City Council

Action by the Mayor:

☒ Approved on March 30, 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

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: Mhammad Ghamdi

DPW 110
12/03/98

ACKNOWLEDGEMENT
(For a limited liability company)

STATE OF Colorado)
) ss.
COUNTY OF Pueblo)

The foregoing instrument was acknowledged before me this Aug 12, 2021 by Mohammed Ghandi (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) Leah Pulsifer

LEAH PULSIFER
Notary Public
State of Colorado
Notary ID # 20194022591
My Commission Expires 06-14-2023

DPW 110
12/03/98

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).

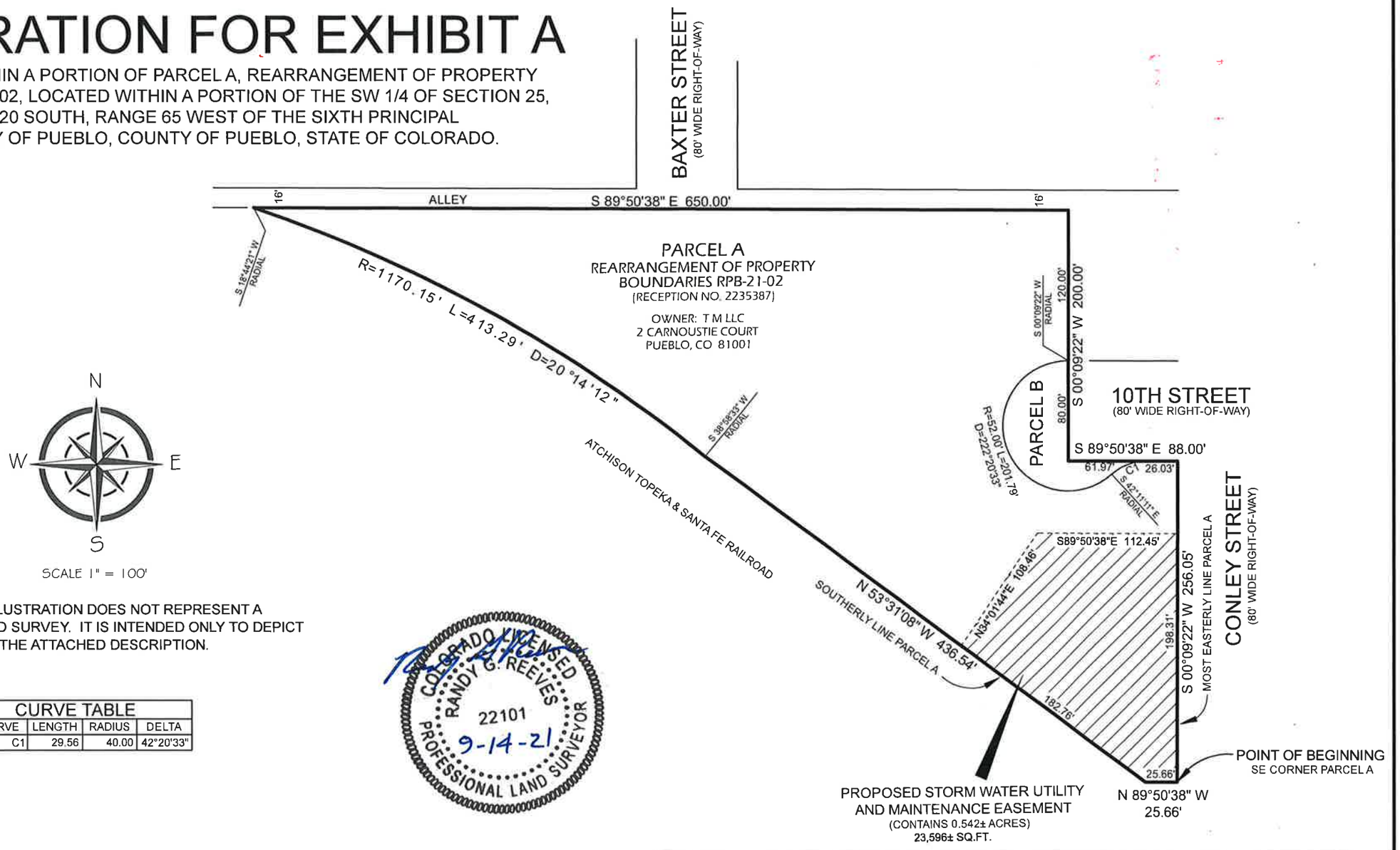
Randy G. Reeves — SEPT. 14, 2021

RANDY G. REEVES — **DATE**
PROFESSIONAL LAND SURVEYOR NO. 22101

COLORADO LICENSED
RANDY G. REEVES
22101
9-14-21
PROFESSIONAL LAND SURVEYOR

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.



N
W E
S

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"

COLORADO LICENSED
RANDY G. REEVES
22101
9-14-21
PROFESSIONAL LAND SURVEYOR

PROJECT: BAHA 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 Eaglenidge 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.

ACKNOWLEDGEMENT
(For a limited liability company)

STATE OF Colorado)
) ss.
COUNTY OF Pueblo)

The foregoing instrument was acknowledged before me this Aug 13, 2021 by Mohammed Ghandi (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: 6/14/2023

(SEAL)
Notary Public (or official title)

LEAH PULSIFER
Notary Public
State of Colorado
Notary ID # 20194022591
My Commission Expires 06-14-2023

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. 10138

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 March 14, 2022.

Final adoption of Ordinance by City Council on March 28, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on March 30, 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 _____

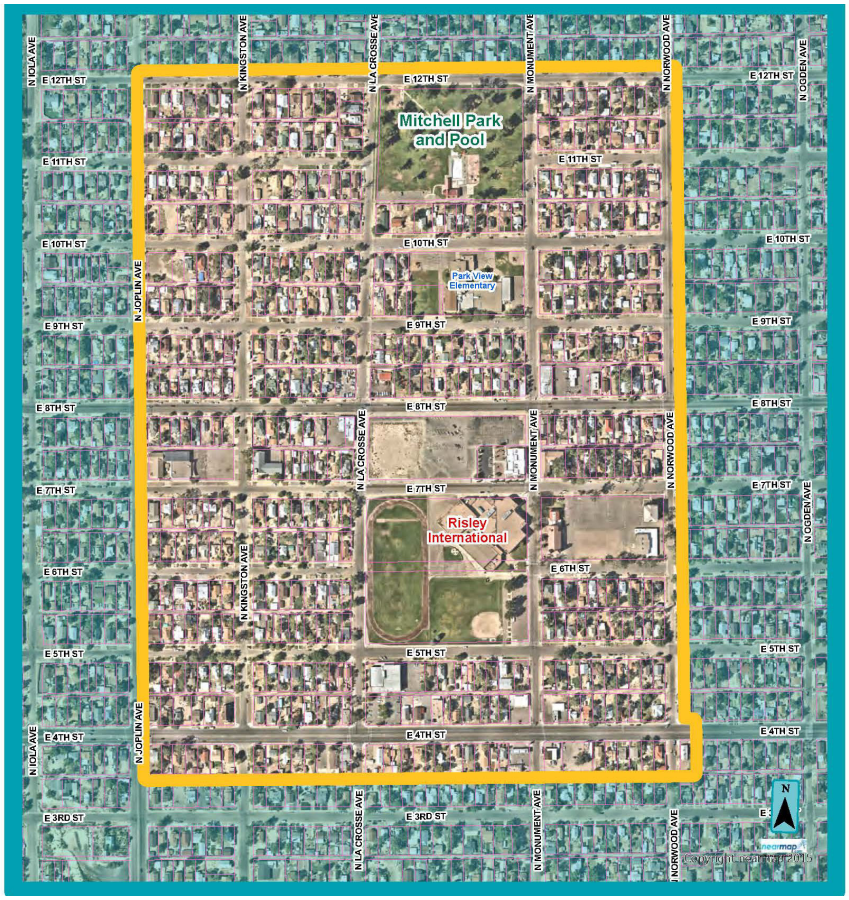
☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

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.

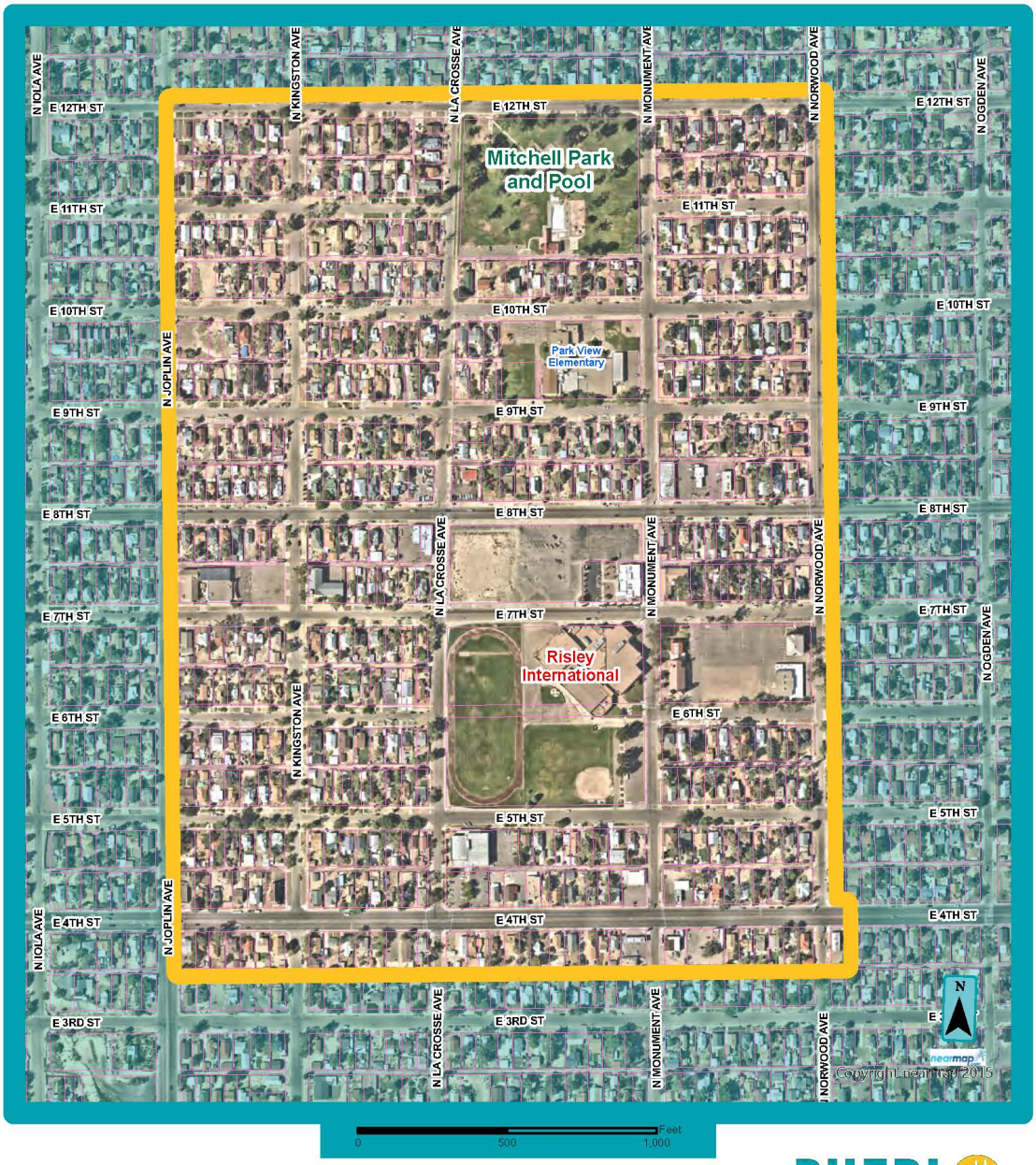
EXHIBIT A
LEGAL DESCRIPTION

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

PUEBLO URBAN RENEWAL AUTHORITY

City Clerk's Office Item # R-7

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. 10139

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 March 14, 2022 .

Final adoption of Ordinance by City Council on March 28, 2022 .

_____
President of City Council

Action by the Mayor:

☒ Approved on March 30, 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

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@pueblocounty.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 Evetts, Public Health Director

CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION,

_____ ATTEST:

By: Nicholas A. Gradisar, Mayor _____

Substituted Copy
March 28, 2022

City Clerk's Office Item # R-8

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 SOCO MEDICAL DIRECTION PLLC WHO EMPLOYS MICHAEL MANDRELL, M.D., AND AUTHORIZING THE MAYOR TO EXECUTE 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

Substituted Copy
March 28, 2022

ORDINANCE NO. 10140

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR FIRE DEPARTMENT MEDICAL DIRECTOR BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND SOCO MEDICAL DIRECTION PLLC WHO EMPLOYS 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 SoCo Medical Direction PLLC, a Colorado Professional Company 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 March 14, 2022.

Final adoption of Ordinance by City Council on March 28, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on March 30, 2022.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

AGREEMENT

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 waivered 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 brough 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,

By: _____

MAYOR

ATTESTED BY: _____

CITY CLERK

MD-Michael Mandrell

_____

City Clerk's Office Item # R-9

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. 10141

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 March 14, 2022 .

Final adoption of Ordinance by City Council on March 28, 2022 .

_____
President of City Council

Action by the Mayor:

☒ Approved on March 30, 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

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

City Clerk's Office Item # R-10

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. 10142

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 March 14, 2022.

Final adoption of Ordinance by City Council on March 28, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on March 30, 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

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. 10143

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 March 14, 2022 .

Final adoption of Ordinance by City Council on March 28, 2022 .

_____

President of City Council

Action by the Mayor:

☒ Approved on March 30, 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

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. 10144

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 March 14, 2022 .

Final adoption of Ordinance by City Council on March 28, 2022 .

_____

President of City Council

Action by the Mayor:

☒ Approved on March 30, 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

_____
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. 10145

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) crocodilians 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 March 14, 2022.

Final adoption of Ordinance by City Council on March 28, 2022.

President of City Council

Action by the Mayor:

☒ Approved on March 30, 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

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: February 14, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marissa Stoller, City Clerk

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

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

SUMMARY:

This Ordinance approves the 2022 Pueblo Regional Comprehensive Plan. Colorado Revised Statutes authorize municipalities and counties to prepare comprehensive plans as long-range planning guides. The comprehensive plan provides a framework for zoning, subdivision, annexation and other planning and land-use policies. The Plan promotes the community's vision, goals, objectives, and policies, establishes a process for orderly growth and development, and addresses both current and long-term needs.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Counties and municipalities generally update their Comprehensive Plans every 10 to 20 years to reflect the changing dynamics of a community and trends in development. Comprehensive Plan elements include recreation and tourism (required by Colorado Statutes), transportation, land use, economic development, housing, water supply and conservation, sustainability, and urban design.

The current Pueblo's Comprehensive Plan (regional comprehensive plan including all of Pueblo County) was adopted by City Council in June of 2002. The plan has been amended several times over the 20-year period. The City of Pueblo has historically partnered with the Pueblo Area Council of Governments (PACOG) to act as the lead agency in developing the Comprehensive Plan that encompasses unincorporated Pueblo County, Pueblo's agricultural communities, municipalities, and Metropolitan Districts. The Pueblo County Planning Commission and the City of Pueblo Planning

and Zoning Commission jointly serve as the Land Use Planning Committee (Committee) to PACOG. The Pueblo Regional Comprehensive Plan is adopted separately by the Pueblo City Council and the Pueblo County Planning Commission. The goal is to maintain a common regional plan that can be utilized by Pueblo County and the City of Pueblo in reviewing future land use activities and proposals under a mutually agreed upon regional comprehensive plan.

Since 2002, the dynamics of Pueblo County have evolved. Pueblo's economic growth rate was the fourth highest among Colorado's metro areas and is the result of a diversified economy and a growing number of individuals moving to Pueblo due to relative affordability and the temperate climate. Because of this, PACOG has embarked on an update to the Comprehensive Plan. Pueblo County received a $200,000 Department of Local Affairs EIAF Tier 1 grant to contract with a consulting team to create an updated Comprehensive Plan. The grant was matched with $250,000 provided by PACOG members. Clarion Associates were hired through a competitive bid process and began working with the Pueblo Committee to draft the new Comprehensive Plan in November 2020.

The Pueblo Regional Comprehensive Plan elements include the following:

- Regional Goals and Policies-establishes goals and policies to:
  - Build a broader understanding of the region's shared vision and values,
  - Foster regional collaboration on a range of initiatives to help achieve that vision over the next 10-20 years; and,
  - Inform day to day decision making in all areas of Pueblo County
- Regional Development Plan-establishes a framework for accommodating forecast residents and jobs. The plan provides guidance to help the region consider other opportunities as they arise and address the many factors that influence where and how the region will grow in the future.
  - Regional Growth Priorities, Infrastructure and Services
  - Evaluation Criteria for Major Projects
  - Future Land Use Plan-guides future zoning actions within the City and County, and,
  - Area-Specific Goals and Policies
- Implementation and Monitoring-highlights the major initiatives that will support the implementation of the Regional Comprehensive Plan over the next three years and is intended to be used as a tool to help inform the creation of:
  - Detailed work programs, capital improvement plans, and budgets
- Appendices
  - A. State of the County-analysis of infrastructure, economic base, neighborhoods and communities, key policy choices.
  - B. Fiscal Impact Findings-fiscal monitoring, City of Pueblo, Pueblo County, and Pueblo West Metro District models.
  - C. Scenario Outreach Materials
  - D. Tools and Best Practices to Support Agriculture-agriculture incentive programs, transfer, and purchase of development rights programs.
  - E. Community Engagement Summary-growth scenarios and key policy choices.
  - F. Inventory of Cultural Resources-inventory of designated historic districts and properties within Pueblo.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City at this time related to the adoption of the Regional Comprehensive Plan. It is anticipated that the Plan will serve as a guiding document that will be utilized to impact the future fiscal decisions of the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning & Zoning Commission, at their January 26, 2022 special meeting, voted 7-0 to recommend adoption by City Council of the 2022 Pueblo Regional Comprehensive Plan including the proposed change by Pueblo Plex to incorporate the Pueblo Plex master plan into the final Regional Comprehensive Plan.

STAKEHOLDER PROCESS:

The process to complete the new regional comprehensive plan was initiated in November of 2020 and included an extensive public participation process that included Focus Groups and Stakeholder interviews; an online survey; departmental and service provider working group meetings, joint elected and appointed officials' updates; virtual community meetings; regional thinktank meetings; In-person open houses; online input opportunities and youth workshops.

ALTERNATIVES:

There are three alternatives City Council may consider related to the proposed adoption of the 2022 Pueblo Regional Comprehensive Plan:

Option 1 - Leave the current 20-year-old plan as is without adopting a new regional comprehensive plan. This option would result in continuing to utilize the 2002 Pueblo Regional Comprehensive Plan for direction on future land use decisions.

Option 2 - Amend the Ordinance to modify the proposed contents included within the proposed Pueblo Regional Comprehensive Plan.

Option 3 - Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATIONS:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Minutes of the Planning and Zoning Commission January 26, 2022 Special Meeting
Planning and Zoning Commission – Notice of Public Hearing

ORDINANCE NO. _____

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

WHEREAS, the City Planning and Zoning Commission is authorized to prepare and submit to the City Council for its approval a 2022 Pueblo Regional Comprehensive Plan for the physical development of the City; and,

WHEREAS, the City Planning and Zoning Commission, after a public hearing thereon conducted on February 26, 2022 after due publication, has approved said plan and submitted same to City Council for its approval; NOW, THEREFORE;

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

SECTION 1.

The 2022 Pueblo Regional Comprehensive Plan, heretofore approved by the City Planning and Zoning Commission and submitted to the City Council for approval, a copy of which is attached hereto, is hereby approved and adopted as the Master Plan for the Physical Development of the City.

SECTION 2.

The 2022 Pueblo Regional Comprehensive Plan for the physical development of Pueblo, a Colorado Municipal Corporation is hereby adopted.

SECTION 3

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

SECTION 4

This Ordinance shall become effective upon final approval and passage.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 14, 2022 .

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

☐ Council action on _____failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk




















PUEBLO REGIONAL COMPREHENSIVE PLAN

Adoption Draft

January 2022

YOUR PLAN YOUR PUEBLO


PUEBLO COUNTY


city of
PUEBLO
colorado


Pueblo West
COLORADO

ACKNOWLEDGEMENTS

County Commissioners

Garrison M. Ortiz, Chairman

Chris Wisemen

Epimenio M. Griego

Terry Hart (Former)

County Staff

Carmen Howard, Planning Director

Gail Wallingford-Ingo, Deputy Director

Rachel Gaffney, Special Projects Planner

Emma Strong, Planner II

City Council

Nicholas A. Gradisar, Mayor

Regina Maestri

Larry Atencio

Sara Martinez

Vicente Martinez Ortega

Dennis Flores

Heather Graham

Lori Winner

Mark Aliff (former)

Ed Brown (former)

Zolanye McCulley-Bachicha (former)

Bob Schilling (former)

City Staff

Scott Hobson, Acting Director of Planning & Community Development

Berritt Odom, Principal Planner

Wade Broadhead, Preservation Planner

Chelsea Stromberg, Senior Planner

Pueblo West Metro District Board

Doug Proal, President

Matt Smith

Judy Leonard

Kim Swearingen

Jami Baker Orr

Pueblo West Staff

Brian Caserta, Fire Chief/Interim District Manager

Nina Vetter, District Manager (Former)

Harley Gifford, General Counsel

Tyler Purvis, Economic Development

Marcos Reyes, Neighborhood Services Officer

Departmental and Service Provider Working Group

This working group consisted of service providers, utilities, regional agencies, and non-profit organizations that supported the planning effort with their time and expertise. Participants included Black Hills Energy, Xcel Energy, San Isabel Electric, Pueblo Regional Building Department, PACOG, PEDCO, the Sonoran Institute, Pueblo Board of Water Works, and department representatives from Pueblo County, City of Pueblo, and Pueblo West.

Consultant Team

Clarion Associates

Economic & Planning Systems

Mcbride Dale Clarion

The Pueblo Regional Comprehensive Plan was supported by hundreds of individuals who contributed significant time and energy to provide ideas, feedback, and to share information about their communities and their work within the region.

Thank you to everyone who participated!

LIST OF MAPS

Pueblo County Agricultural and Ranch Lands 30

Historic and Cultural Resources: City of Pueblo 48

Pueblo County Regional Assets and Amenities 50

Planned Employment Areas 58

Priority Areas for Infill and Redevelopment 66

Solar Siting Considerations 71

Pueblo County Wildland-Urban Interface 74

Future Land Use: Pueblo West 136

Future Land Use: Colorado City 140

Future Land Use: Avondale 146

Future Land Use: Beulah Valley 148

Future Land Use: Town of Rye 150

Future Land Use: Town of Boone 152

Future Land Use: Pueblo County 101

Future Land Use: Pueblo County (Northwest) 102

Future Land Use: Pueblo County (Northeast) 103

Future Land Use: Pueblo County (Southwest) 104

Future Land Use: Pueblo County (Southeast) 105

Future Land Use: City of Pueblo and Vicinity 130

Annexed and Unsubdivided Residential Areas 134

Future Land Use: St. Charles Mesa 142

PHOTO CREDITS

Photos provided by:

- Clarion Associates
- City of Pueblo
- Pueblo County
- Pueblo Food Project
- Pueblo West
- Pueblo Shares

PROJECT FUNDING

This project was funded by Pueblo County, the City of Pueblo, and the Pueblo West Metropolitan District with support from Pueblo Area Council of Governments (PACOG), the Colorado Department of Local Affairs (DOLA), and the Sonoran Institute.

LIST OF ACRONYMS

ADU	Accessory Dwelling Unit
BHE	Black Hills Energy
CADA	Colorado Agriculture Development Authority
CCMD	Colorado City Metropolitan District
CDA	Colorado Department of Agriculture
CSA	Community Supported Agriculture
CSU	Colorado State University
CDOT	Colorado Department of Transportation
CDPHE	Colorado Department of Public Health and Environment
CLG	Certified Local Government
CSRHP	Colorado State Register of Historic Places
CTO	Colorado Tourism Office
DU/AC	Dwelling Units/Acre
EDGIS	Pueblo County Office of Economic Development and Geographic Information Systems
EMS	Emergency Medical Services
FEMA	Federal Emergency Management Agency
HOA	Homeowner's Association
HPC	City of Pueblo Historic Preservation Commission
HUTF	Highway User Tax Fund
LRTP	Long-Range Transportation Plan
MPO	Metropolitan Planning Organization
MS4	Municipal Separate Storm Sewer System
NRHP	National Register of Historic Places
NRCS	National Resources Conservation Service
PACOG	Pueblo Area Council of Governments
PCC	Pueblo Community College
PDPHE	Pueblo County Department of Public Health and Environment
PDR	Purchase of Development Rights
PEDCO	Pueblo Economic Development Corporation
PICR	Pueblo Inventory of Cultural Resources
PUD	Planned Unit Development
PWMD	Pueblo West Metropolitan District
SIEA	San Isabel Electric Association
TDR	Transfer of Development Rights
USDA	U.S. Department of Agriculture
USGS	U.S. Geologic Survey
WUI	Wildland-Urban Interface

CONTENTS

SECTION 1: INTRODUCTION 1

About the Plan 3
Plan Elements 4
Related Plans and Studies 4
About the Process 5
Community Values 9
Our Vision for Pueblo County 10
Parts of the Plan 12
Amending and Updating the Plan 14
Plan Monitoring 14

SECTION 2: REGIONAL GOALS AND POLICIES 15

About this Section 16
Guiding Principal 1: Diverse Lifestyles, Attainable Housing Options 17
Guiding Principal 2: Deepen Our Agricultural Roots 25
Guiding Principal 3: Help Every Community Thrive 35
Guiding Principal 4: Celebrate Pueblo 43
Guiding Principal 5: A Future-Ready Economy and Workforce 55
Guiding Principal 6: Grow Smarter 63
Guiding Principal 7: Strong Local and Regional Connections 77

SECTION 3: REGIONAL DEVELOPMENT PLAN 83

About this Section 84
Regional Growth Scenarios 85
Preferred Growth Scenario 86
Infrastructure and Services 90
Evaluation Criteria for Major Projects 97
Future Land Use Plan 100
Area-Specific Goals and Policies 128

SECTION 4: IMPLEMENTATION AND MONITORING 155

About this Section 156
Priority Initiatives 157

APPENDIX A: STATE OF THE COUNTY 164

About this Report 167
Setting the Stage 171
Focus Area 1: Infrastructure and Services 179
Focus Area 3: Economic Base 225
Focus Area 4: Neighborhoods and Communities 237
Focus Area 5: Community Assets 249
Key Policy Choices 263
Endnotes 271

APPENDIX B: FISCAL IMPACT FINDINGS 276

1. Introduction and Summary of Findings 281
2. Fiscal Modeling Approach 285
3. City of Pueblo Model 289
4. Pueblo County 305
5. Pueblo West Metro District 321
Appendix 334

APPENDIX C: SCENARIO OUTREACH MATERIALS 338

APPENDIX D: TOOLS AND BEST PRACTICES TO SUPPORT AGRICULTURE 345

Introduction 345
Agriculture Incentive Programs 346
Transfer of Development Rights Programs 350
Purchase of Development Rights Programs 356

APPENDIX E: COMMUNITY ENGAGEMENT SUMMARY 360

Preliminary Plan Framework 360
Growth Scenarios and Key Policy Choices 361
Draft Regional Comprehensive Plan 361

APPENDIX F: INVENTORY OF CULTURAL RESOURCES 362

The Official Pueblo Inventory of Cultural Resources 363
Pueblo Inventory of Cultural Resources Summary Table 397



SECTION 1

INTRODUCTION



PLAN ELEMENTS

ABOUT THE PROCESS

COMMUNITY VALUES

OUR VISION



ABOUT THE PLAN

The Pueblo Regional Comprehensive Plan ("the Regional Comprehensive Plan" or "the Plan") is the overarching policy guide for unincorporated areas and communities in Pueblo County and the City of Pueblo. This iteration of the Regional Comprehensive Plan was developed by Pueblo County—in partnership with the City of Pueblo, the Pueblo West Metropolitan District ("Pueblo West"), the towns of Boone and Rye, and the unincorporated communities as part of the first major update of the Plan since 2002. The Pueblo County region ("Pueblo County" or "the region") has a long track record of collaboration. In addition to serving as a guide for day-to-day decision-making, the Regional Comprehensive Plan plays several important functions:

- **Articulates a shared vision and goals for the region.** Pueblo County is part of a larger community of interests that includes municipalities, districts, other governmental and quasi-governmental organizations, along with private businesses and institutions. Each of these entities plays an important role in region's quality of life and continued success. This Plan defines a shared vision and goals for the region that encompasses both County and City government and the larger community of interest.
- **Defines where and how the region wants to grow**. This Plan defines the types and intensities of land uses that are desired in different parts of the County. It is intended as a tool to help municipalities and service providers plan for future infrastructure and service needs and evaluate future development proposals. The Plan is also intended as a tool to help inform existing or prospective property owners, developers, businesses, and residents about future growth and development in Pueblo County.
- **Establishes a coordinated strategy for implementation.** The Plan identifies a number of priority initiatives that the region will pursue through collaboration on issues related to land use, renewable energy, economic development, housing, transportation, parks and recreation, and other issues of significance. Other priority initiatives identified will require individual entities to take the lead on implementation.

The Regional Comprehensive Plan was developed in accordance with Colorado Revised Statute 31-23-206, which grants the authority to counties and municipalities to draft comprehensive plans as advisory documents to guide land use decisions within their jurisdictions. This Plan is not a regulatory document; however, City and County zoning and other regulatory documents should be aligned to support the Plan's implementation.



PLAN ELEMENTS

Comprehensive plans cover a wide range of topics—most typically land use, transportation, housing, natural resources, utilities, parks and open space, and many others. In Colorado, municipalities are required to address recreation and tourism, and to have a plan to guide annexation within three miles of their boundary, but otherwise have the flexibility to address the topics that are most important to the local community. This iteration of the Regional Comprehensive Plan establishes goals for and provides policy guidance on a much wider range of issues than its 2002 predecessor, which focused predominantly on land use considerations. This expanded policy focus—as articulated in Section 2: Regional Goals and Policies—reflects a shift in what's important to Pueblo County residents and the broader community of interests, but also of emerging trends in comprehensive plans that emphasize the needs of *people* as much as *place*.

This iteration of the Regional Comprehensive Plan also places an expanded focus on the critical role of water in Pueblo County's future. The incorporation of a water "element" emerged from the support of the Sonoran Institute and from ongoing efforts to enhance collaboration among regional stakeholders—Pueblo County, the City of Pueblo, Pueblo West, the seven water districts in the region, agricultural and conservation interests, and others—on water-related issues. This focus also reflects growing awareness and concern about the cascading effects of climate change on communities throughout the West, but especially in arid climates like Pueblo County. The region has experienced some of these effects firsthand in recent years—extreme drought, wildfire, and flooding—and is committed to working collaboratively on adaptation and resilience strategies.

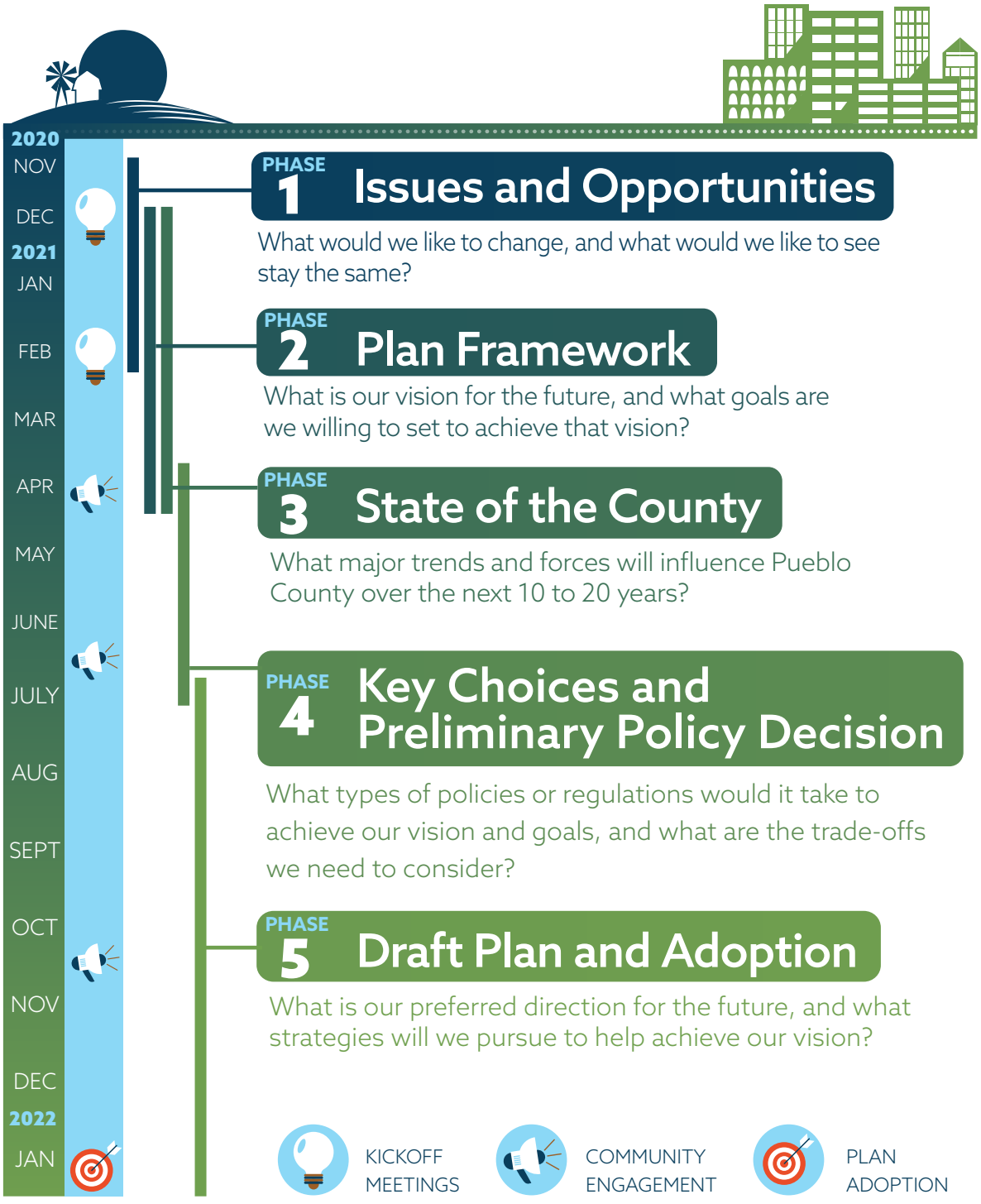
RELATED PLANS AND STUDIES

The Regional Comprehensive Plan was informed by dozens of related plans and studies developed by municipalities, service providers, and other organizations. Related plans and studies are highlighted where applicable throughout the Plan and addressed in more detail in the State of the County report. [See Appendix A]

ABOUT THE PROCESS

Project Timeline

The Regional Comprehensive Plan process kicked off in late 2020 and is anticipated to be complete in early 2022. Opportunities for stakeholder and community input were provided at key points throughout the process, as illustrated on the project timeline and discussed in more detail below.



Opportunities for Input

A variety of stakeholder and community input opportunities were provided during each phase of the process to encourage broad participation and representation from different geographies and stakeholder groups within Pueblo County. Due to limitations on in-person gatherings as a result of the COVID-19 pandemic, virtual and online engagement tools were necessary for much of the process. Opportunities for input included:

- Stakeholder interviews
- Focus groups
- Online surveys (in English and Spanish)
- Pop-up events
- Youth workshops
- Community open houses (both virtual and in-person)
- Departmental and Service Provider Working Group meetings
- Regional Thinktank meetings
- Joint Elected and Appointed Official Updates

Input opportunities were advertised broadly through established social media feeds and other communication channels maintained by Pueblo County, the City of Pueblo, and Pueblo West, as well as through radio, newspaper, and TV coverage. Community and stakeholder input received throughout the process was used to inform the preparation of interim work products and ultimately shape the issues and opportunities highlighted in the Regional Comprehensive Plan. A summary of input received during each "round" of engagement is provided in Appendix E.

Key Themes/Issues and Opportunities

The following themes and issues and opportunities emerged from initial community and stakeholder engagement during Phases 1 and 2 of the Regional Comprehensive Plan process in response to questions about what's working well, and what needs to change in the future.



HOUSING

- **Affordability.** The unattainability of for-rent and for-sale homes for many families and issues related to homelessness.
- **Housing diversity.** Lack of housing availability across all categories of housing – especially newer homes, high-end options, housing for people with disabilities, and pet friendly housing.
- **Newer housing options.** Need for new construction and updated housing options, particularly downtown and in walkable areas.
- **Rental units.** Need for affordable rental units, to support low-income families, young professionals, and new residents.



ACCESS TO SERVICES

- **Medical care.** Access to healthcare services and improved quality of care.
- **Education.** Improvements to K-12 education and the need for personal growth opportunities for youth.
- **Public safety.** Concerns about theft, drug use, the number of people experiencing homelessness, and the state of public infrastructure and services.
- **Proximity of commercial services to neighborhoods.** Improved access to local grocery stores, restaurants, and businesses throughout the County.
- **Public infrastructure.** Improved public infrastructure like roadway improvements, public transportation options, high speed internet, and more reliable cellular service.



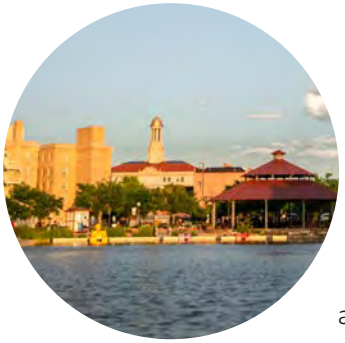
HISTORY AND CULTURE

- **Cultural/music/art events/activities.** Desire for more entertainment like music venues and family-friendly activities. Recognition of the Sangre de Cristo Arts Center and the area's many museums as important community assets.
- **Tourism amenities.** Tourism offerings that highlight the many existing assets of the community, including recreation destinations, the Riverwalk area, and seasonal festivals.
- **City or County government participation.** Interest in contributing to local governance, having a greater voice, and sharing ideas.



ECONOMY

- **Good-paying jobs.** More jobs that pay more than minimum wage. Examples cited by participants included tech, construction, renewable energy, and manufacturing.
- **Availability of employment opportunities.** Difficulty of finding employment opportunities and a desire to see companies with a large number of positions come to Pueblo County.
- **Quality of businesses and services.** Interest in seeing more retail and food options (both restaurants and grocery stores) – especially small, locally owned businesses, with sustainable practices, in higher-density areas and near popular recreation destinations.
- **Support for small businesses.** Better promotion and support for small businesses through training and incentives. Desire to develop more robust arts and entertainment offerings.
- **Business-support services.** Need for improving internet reliability and speed, reducing utility costs, and workforce training and retention – including strengthening the local education system.



GROWTH AND DEVELOPMENT

- **Overall appearance and quality of the built environment.** Concerns about vacant and unkempt properties, and desire to see spaces revitalized and better maintained.
- **Overall quality and condition of existing neighborhoods.** Disparity in quality across neighborhoods and desire to see underdeveloped neighborhoods given an opportunity to flourish.
- **Maintenance and beautification.** Improvements to private and public spaces, including trash management, better lighting, more community art, and landscaping.



AGRICULTURE/ RURAL AREAS

- **Rural development.** Balancing preservation of the land, views, and rural atmosphere with development demands and the need for affordable housing.
- **Agriculture.** Concerns about conserving agricultural lands and ensuring farms and ranches have the necessary resources to thrive into the future.



RECREATION

- **Recreational facilities/ opportunities.** Improved access and quantity of recreation facilities, in particular pools, athletic centers, and opportunities/ activities for youth.
- **Overall quality of recreational amenities.** Satisfaction with the quality of recreational amenities like Arkansas River trail, Riverwalk, parks, and the multitude of outdoor opportunities, but also need for better maintenance and safety in these spaces.
- **Access/proximity to parks, playgrounds, or recreational facilities.** Concerns about the accessibility and inclusiveness of current recreational opportunities.
- **Access/proximity to walking/biking paths and trails.** Recognition of the multitude of trail offerings, and issues with safe accessibility in terms of parking, sidewalk maintenance/ availability, and trash/debris.
- **Access to public lands.** Recognition of the barriers created by access fees for lower income households.



ENVIRONMENT AND SUSTAINABILITY

- **Air quality.** Concerns about localized air quality and odors from marijuana grow sites.
- **Water quality and conservation.** Management of water systems, drinking water quality, recreational water quality, and interest in xeriscaping techniques.
- **Remediation and reuse of industrial lands.** Concern about the image of the community and desire for industrial remediation is necessary to clean up degraded sites and views from roadways.
- **Resource extraction.** Better regulation of resource extraction in the region and concerns about the location of such activity and health and safety impacts.
- **Sustainable development practices.** Interest in bringing more solar and other renewable energy options to Pueblo County, as well as exploring other sustainable development strategies. Desire for a more robust recycling program.



TRANSPORTATION/ CONNECTIVITY

- **Sidewalk connectivity.** Lack of sidewalks in many neighborhoods, with recognition of the impacts for wheelchair users.
- **Ease of travel by biking.** Safety concerns when bicycling and need for more designated bike lanes – especially in the downtown area.
- **Ease of travel by car.** Need for better road maintenance and recognition that the car centric nature of Pueblo County inhibits other forms of transportation.
- **Intraregional transit.** Improvements to the regional bus transportation system, including the lack of predictability, constrained hours, and minimal routes to different edges of the community. Interest in an option for public transit throughout the Front Range and in particular, to and from Denver International Airport.

COMMUNITY VALUES

Participants in the Vision and Values survey conducted during the initial stages of the Regional Comprehensive Plan process were asked, "What three words best characterize your vision for Pueblo County's future?" These are the phrases that came up most frequently in response:



OUR VISION FOR PUEBLO COUNTY

Our vision for the Pueblo County region is grounded in seven guiding principles. These principles reflect what residents value about living in Pueblo County today, and what they hope it will be in the future. These principles are based on a shared understanding that the success of the region depends not just on how we grow—or the businesses we attract—but also on the prosperity and quality of life of ALL who call Pueblo County home. Guiding principles are intended to be viewed as equal in weight and are not listed in any particular order of importance. The guiding principles also serve as an organizing framework for the Regional Goals and Policies in Section 2.

GUIDING PRINCIPLE 1:



DIVERSE LIFESTYLES, ATTAINABLE HOUSING OPTIONS

Puebloans choose from an array of lifestyle options and have access to housing types that meet the needs of all ages, incomes, and family structures. Both established and new neighborhoods are strong, stable, and safe.

GUIDING PRINCIPLE 2:



DEEPEN OUR AGRICULTURAL ROOTS

Pueblo County's roots in agriculture go back nearly 150 years. Farming and ranching contribute to the economy, but also to the culture and character of our region through rural landscapes, family businesses, signature crops, and emerging industries.

GUIDING PRINCIPLE 3:



HELP EVERY COMMUNITY THRIVE

Through investments in our people, neighborhoods, and communities, we will strive to make Pueblo County a place where all residents have a safe place to call home—and access to the basic services, education, and amenities they need to thrive.

GUIDING PRINCIPLE 4:



CELEBRATE PUEBLO

Puebloans value the region's history, culture, landscapes, access to outdoor recreation, and friendly people. We will instill a renewed sense of pride and identity by celebrating our diverse assets and investing in what makes Pueblo uniquely livable.

GUIDING PRINCIPLE 5:



A FUTURE-READY ECONOMY AND WORKFORCE

A future-ready economy and workforce is nimble in its ability to adapt to industry shifts and economic fluctuations. As a region, we will work together to position Pueblo County as an innovative community, where all residents, business-owners, and members of the workforce have an opportunity to achieve economic prosperity.

GUIDING PRINCIPLE 6:



GROW SMARTER

Smart growth is sustainable and resilient growth. Pueblo County will encourage growth and development that bolsters the economic health and vibrancy of our region, while also conserving our natural resources and adapting our communities to a changing climate.

GUIDING PRINCIPLE 7:



STRENGTHEN LOCAL AND REGIONAL CONNECTIONS

Community leaders, businesses, local organizations, and residents recognize that a collaborative and connected region is a more resilient region. Together, we will work to improve our transportation system and infrastructure, provide services and amenities, and enhance local and regional ties.

PARTS OF THE PLAN

In addition to this introductory section, the Regional Comprehensive Plan contains the following:

Section 2: Regional Goals and Policies

Section 2 establishes regional goals and policies to help advance each of the seven guiding principles. Regional goals and policies are general in nature and are intended to apply countywide. Area-specific goals and policies in Section 3 should also be referenced when reviewing development proposals or other land use decisions for a particular location within Pueblo County.

Section 3: Regional Development Plan

Section 3 establishes a framework for accommodating forecast residents and jobs and provides guidance to help the region consider other opportunities as they arise. It addresses the many factors that influence where and how the region will grow in the future:

- Regional Growth Priorities
- Infrastructure and Services
- Evaluation Criteria for Major Projects
- Future Land Use Plan (map and land use category descriptions)
- Area-Specific Goals and Policies

Information in Section 3 should be applied in conjunction with the goals and policies in Section 2, applicable zoning and development regulations, and relevant sub-area or service plans. This section is intended as a tool for staff, property owners, developers, partner agencies, service providers, elected and appointed officials, and others to help guide long-range plans as well as day-to-day decision-making.

Section 4: Implementation and Monitoring

Section 4 highlights major initiatives that will support the implementation of the Regional Comprehensive Plan over the next one to three years. As a reflection of the region's ongoing commitment to collaboration, many of the initiatives identified will require the coordinated efforts of Pueblo County, the City of Pueblo, metropolitan districts, service providers, and other partner organizations within the region. This section is intended as a tool to help inform the creation of more detailed work programs, capital improvement plans, budgets, and other mechanisms that will help support the implementation of the Regional Comprehensive Plan.

Appendices

Appendix A: State of the County Report

The State of the County report was an interim work product prepared as part of the Regional Comprehensive Plan process to explore current conditions and trends, issues and opportunities, and and related plans and studies specific to five focus areas: Infrastructure and Services, Growth and Development, Economic Base, Communities and Neighborhoods, and Community Assets.

Appendix B: Fiscal Impact Analysis Findings

Appendix B includes a summary of key findings from a fiscal impact analysis prepared by Economic and Planning Systems to support the development of the Regional Comprehensive Plan. The analysis evaluated the on-going, annual impact of different uses will have on the City of Pueblo, Pueblo West Metropolitan District, and Pueblo County. The purpose was to understand impacts of different land use choices to help guide the plan's policies. Three growth scenarios were modeled to understand the impacts.

Appendix C: Scenario Outreach Materials

Appendix C includes outreach materials used to solicit input from regional stakeholders and the community at large on three growth scenarios. The growth scenarios were developed as part of the Regional Comprehensive Plan process to explore different assumptions about where forecast demand for residential and non-residential development might occur over the 20-year planning horizon, and to evaluate possible benefits and trade-offs associated with different assumptions.

Appendix D: Tools and Best Practices to Support Agriculture

Appendix D provides an overview of several types of programs that are used to protect and preserve agricultural lands—agricultural incentives, transfer of development rights, and purchase of development rights. These programs are described in detail with example programs provided wherever possible. Example programs are generally based within Colorado, but some non-Colorado examples may be included if they are particularly successful or relevant to Pueblo County. Additional information is provided with links to outside webpages where applicable.

Appendix E: Community and Stakeholder Engagement Summary

Appendix E includes summaries of each major round of community and stakeholder engagement during the Regional Comprehensive Plan process.

AMENDING AND UPDATING THE PLAN

The Regional Comprehensive Plan is intended to provide policy guidance for a ten- to 20-year planning horizon. However, periodic plan amendments and updates will be necessary to keep the Regional Comprehensive Plan relevant as conditions change, new issues and opportunities emerge, actions are completed, and priorities shift. Generally, the Regional Comprehensive Plan should be reviewed annually or biennially to determine whether minor or major amendments are needed. The timing of updates to the Future Land Use Plan and area-specific goals and policies (as contained in Section 3) will vary but should generally not occur more than once a year.

To the maximum extent feasible, the adoption of different versions of the Regional Comprehensive Plan and/or Future Land Use Plan by Pueblo County or the City of Pueblo should be avoided. Adopting, maintaining, and working to implement a single plan for the region will yield the greatest results.

PLAN MONITORING

The Regional Comprehensive Plan is intended to be a living document. Progress that is made toward achieving the community's vision will be monitored using a series of performance measures, as defined in Section 2: Regional Goals and Policies.

Performance Measures

Performance measures allow regional partners and the community to gauge and measure progress toward the guiding principles and goals of the Regional Comprehensive Plan. While there are many types of metrics available for tracking progress, the Regional Comprehensive Plan focuses on those that are:

- Most relevant to the goals of the Regional Comprehensive Plan or their desired outcomes;
- Available from regularly updated and reliable data sources; and
- Based on measurable, quantitative information that is comparable year-to-year.

The performance measures identified for each guiding principle were identified as those that would be most critical for monitoring the region's progress toward desired outcomes over the life of the Plan. Baseline numbers provided in Section 2 will be reviewed periodically to discern how the region is trending. Reporting will occur on an as-needed basis, as necessary to inform local or regional discussions on a given topic (e.g., housing, agricultural lands).

While consistency in reporting is important to provide information on trends over time, performance measures may be updated, added to, or replaced as new sources of data become available.



SECTION 2

REGIONAL GOALS AND POLICIES

ABOUT THIS SECTION

This section establishes regional goals and policies to help advance the seven guiding principles outlined in Section 1. Regional goals and policies are general in nature and are intended to apply countywide. This section should be used as a tool to:

- Build a broader understanding of the region's shared vision and values;
- Foster regional collaboration on a range of initiatives to help achieve that vision over the next ten to 20 years; and
- Inform day-to-day decision-making in all areas of Pueblo County.

Area-specific goals and policies in Section 3: Regional Development Plan should also be referenced when reviewing development proposals or other land use decisions for a particular location within Pueblo County.





GUIDING PRINCIPAL 1:

DIVERSE LIFESTYLES, ATTAINABLE HOUSING OPTIONS

Puebloans choose from an array of lifestyle options and have access to housing types that meet the needs of all ages, incomes, and family structures. Both established and new neighborhoods are strong, stable, and safe.



Why it is Important

Pueblo County is defined by its diverse lifestyle options—urban and suburban neighborhoods, small agricultural communities, mountain hamlets, and rural areas. Despite this array of options, rising housing costs and a constrained housing supply have made it increasingly difficult for many people to find housing that meets their needs, at a price they can afford. Demand for single-family detached homes remains high—and is expected to continue—but does not necessarily align with the needs of the region's growing numbers of older adults or of the young professionals we have difficulty attracting and retaining. In addition to diversifying housing types, there is also a need for mixed-use development, where housing is connected to the businesses and services, so a car trip is not necessary for residents to fulfill all their daily needs.

Decades of economic fluctuations in the region have translated into a housing market focused primarily on construction of single-family homes in Pueblo West and smaller scale developments in the City of Pueblo rather than the construction of larger neighborhoods. Slower growth has led to constraints in supply and a decrease in affordable housing options. While a number of Pueblo's older neighborhoods have seen renewed interest and reinvestment, others have not, leading to a deterioration of housing stock and conditions in some core neighborhoods. Residents of Pueblo County place a high value on maintaining the quality of life they enjoy, though there is a recognition that not all community members share equally in the region's prosperity and amenities. A strong desire exists to minimize existing inequities.



Regional Goals and Policies

GOAL 1.1: Expand housing options to meet the needs of existing and future residents of all ages, abilities, and income levels.

POLICY-1.1.1: LIFESTYLE OPTIONS

Maintain the ability for Pueblo County residents to choose from an array of lifestyle options, encompassing a spectrum from rural to urban, as supported by the Regional Development Plan.

POLICY-1.1.2: MIX OF HOUSING TYPES

Actively seek to diversify the range of housing types available in the region so that residents can choose the housing option that best suits their needs and financial resources. Encourage the greatest diversity and intensity of small-lot single family, attached (e.g., duplex and townhome units), and multi-family housing options within the City of Pueblo where infrastructure and services are readily available. Provide for more limited diversification of housing options in metropolitan districts and Rural Communities based on the local context and infrastructure availability. [See also, Area-Specific Goals and Policies, Section 3.]

POLICY-1.1.3: MULTI-GENERATIONAL HOUSING

Support the integration of multi-generational housing options within existing and new neighborhoods through the integration of accessory dwelling units (ADUs), the construction of a mix of home sizes, and infill and redevelopment on existing lots and parcels.

POLICY-1.1.4: UNIVERSAL DESIGN AND VISITABILITY

Encourage the construction of homes that meet universal design or visitability principles to facilitate aging-in-place, accommodating older residents and others with mobility limitations or disabilities.

POLICY-1.1.5: NON-TRADITIONAL HOUSING

Facilitate opportunities for non-traditional housing types, communities, and construction methods through supportive land use policies and regulations.

POLICY-1.1.6: HOUSING FOR VULNERABLE POPULATIONS

Collaborate with local agencies and organizations to expand programs and resources designed to prevent people from becoming homeless and facilitate the provision of supportive and assisted housing options to meet the needs of vulnerable populations, such as the elderly, those afflicted with drug or alcohol addiction, and those transitioning away from homelessness.

POLICY-1.1.7: HIGHER-DENSITY HOUSING

Encourage the development of higher-density housing options in Downtown, Urban Neighborhoods, and along major corridors to create additional vitality and economic activity within major commercial areas in the County. Explore the creation of incentives that support the development of multifamily housing in these areas including incentives for adaptive re-use of existing buildings and redevelopment of vacant/neglected properties. [See also, Area-Specific Goals and Policies, Section 3.]



GOAL 1.2: Promote reinvestment in existing neighborhoods—housing stock, infrastructure, and amenities.

POLICY-1.2.1: RETENTION OF EXISTING HOUSING STOCK

Support the retention and rehabilitation of existing housing stock as a core component of the affordable and attainable housing supply in the region. Allow for the adaptation of smaller housing units to meet the needs of current and future residents (e.g., expanded footprints, garage construction, creation of accessory dwelling units). [See also, Area-Specific Goals and Policies for the City of Pueblo and Vicinity, Section 3.]

POLICY-1.2.2: SUPPORT FOR EXISTING HOMEOWNERS

Support programs that use state, federal, and local housing program funds to preserve existing housing and provide financial assistance to lower income homeowners to maintain their properties in good condition.

POLICY-1.2.3: VACANT AND DILAPIDATED PROPERTIES

Consider legal and regulatory measures that put vacant and/or dilapidated properties back to productive use. Such measures can include auction of tax defaulted properties, demolition by neglect, vacant building registration program, and expanded use permissions for long vacant or underutilized structures.





ACCESSORY DWELLING UNITS

Accessory dwelling units (ADUs) come in different forms. ADUs often located in the rear yard of a primary dwelling—either above or adjacent to a detached garage in urban areas, or as part of a barn or outbuilding in rural areas. However, ADUs can also be integrated as part of the primary dwelling through the creation of secondary entrances and kitchens. Adapting existing homes in centrally located neighborhoods to accommodate ADUs is one way to support the region's near-term needs for smaller, more affordable units and multi-generational housing options. Allowances for ADUs vary by location in Pueblo County.



REVITALIZATION STRATEGIES

Common strategies used to promote the revitalization of older neighborhoods and communities include:

Adaptive Reuse: The process of converting a building to a use other than that for which it was originally designed.

Infill Development: Development on a vacant or substantially vacant tract of land surrounded by existing development.

Redevelopment: Development on a tract of land with existing buildings where all or most of the existing buildings would be razed and a new building or buildings built

POLICY-1.2.4: INFILL AND REDEVELOPMENT

Encourage the construction of new homes on vacant lots and the redevelopment of dilapidated properties. Where consistent with the Future Land Use Plan and underlying zoning, support the introduction (or expansion) of attached single-family, duplex, townhome, or accessory dwelling units through infill or the targeted redevelopment of dilapidated properties.

POLICY-1.2.5: INFRASTRUCTURE AND AMENITIES

Prioritize available resources for infrastructure improvements, such as traffic calming enhancements, sidewalk repairs, bikeways, street tree plantings, stormwater improvements, undergrounding of overhead utilities, or others that will improve safety and quality of life in existing neighborhoods based on documented deficiencies.

POLICY-1.2.6: CODE ENFORCEMENT

Pursue violations related to safety, public health, and quality of life, including removal of abandoned vehicles, clearance of blighted properties, and other nuisances such as illegal dumping in accordance with codes and ordinances as adopted by the County, City, Pueblo Regional Building Department, or special districts, and the International Property Maintenance Code where applicable.

GOAL 1.3: Preserve and expand the supply of workforce and affordable housing within the region.

POLICY-1.3.1: EXISTING AFFORDABLE UNITS

Focus efforts on identifying programs that provide federal, state, and local housing program funds devoted to the retention and rehabilitation of existing, income-restricted affordable housing, particularly in core areas neighborhoods.

POLICY-1.3.2: FINANCIAL SUPPORT

Pursue grants and other sources of funding that aid lower income homeowners with routine maintenance and repairs, as well as more substantial needs (e.g., plumbing or water line upgrades).

POLICY-1.3.3: NEW AFFORDABLE UNITS

Work with non-profit housing partners, state and federal agencies, and others to expand the availability of certified affordable housing units through development and construction of new affordable housing projects.





HOUSING NEEDS IN PUEBLO COUNTY

Demand for an estimated 14,700 housing units over the next 20 years was identified as part of the Regional Comprehensive Plan process. This demand was spread over four primary housing product types—large-lot single family on one-acre or more (25%), traditional single-family detached homes (40%), attached, two-to-four-unit buildings (10%), and multi-family buildings with five or more units (25%). Concurrent with the Regional Comprehensive Plan process, the City of Pueblo—in collaboration with Pueblo County and Pueblo West—retained a consultant (Gruen Gruen + Associates) to prepare a strategic housing assessment. The results of this study provide a more in-depth analysis of the housing inventory in the City of Pueblo and surrounding communities, housing cost and affordability, deficiencies in housing supply relative to need by price range or affordability level, and the amount of new housing that could be needed to replace obsolete or unsuitable housing over the next ten years. Assessment findings indicate that near-term demand and need is highest for the following types of housing:

Market Rate Housing

Demand for smaller, detached single-family homes and attached housing options such as duplexes and townhomes is being driven by rising land and development costs, a growing population of retirees and empty nesters looking for age-in-place options, and a limited supply. A shortage of quality apartments was also noted based on demand from professionals who are relocating to the area for employment opportunities and may wish to get familiar with the area before purchasing a home or may not be in a life stage where they wish to own a single-family home.

Assisted/Affordable Housing

Subsidized and assisted housing options are needed to meet the needs of the region's high proportion of very-low income, unemployed, or underemployed. A particular need was identified for below market rate one-to three-bedroom units to provide options for single-parent households, the elderly, and service/restaurant workers. Transitional and support housing—including single-room occupancy units (SROs)—were also identified as a need to house people afflicted with alcohol or drug addiction or mental health challenges.

The Regional Development Plan (Section 3) supports near-term and long-term housing needs within the region through flexible land use categories, expanded density ranges, and an emphasis on the need for more housing diversity.



POLICY-1.3.4: INTEGRATED HOUSING

Encourage an integrated mix of market-rate and below market-rate units and unit sizes and configurations as part of larger development projects.

POLICY-1.3.5: STRATEGIES

Pursue a variety of strategies to promote expanded construction of workforce and affordable housing units in the region (e.g., regulatory incentives, public/private partnerships).

UNDERSTANDING HOUSING TERMINOLOGY

Affordable Housing: Housing affordability comes down to the relationship between the price of housing in a region (either sale price or rent) and the incomes of households in that region. Generally, for housing to be affordable, housing costs (including utilities) for any given household should not exceed 30 percent of the household's gross annual income. When households must spend more of their incomes on housing, it means they have less income to spend on essential services (such as healthcare, childcare, and transportation) and discretionary items that benefit the local economy (such as meals at a local restaurant).

Workforce Housing: Workforce housing is a subset of affordable housing, and generally refers to housing that is affordable to households earning between 80 percent and 120 percent of the area median income (AMI). In other words, housing costs for households earning between 80 percent and 120 percent of AMI should not exceed 30 percent of those households' gross annual incomes. Typically, workforce housing is targeted toward workers who are vital for the everyday function of the community, such as teachers, public safety workers, first responders, and workers in retail, food/beverage, hotel, and other core industries.

Measures of Success

Measure	Method	Baseline	Desired Trend	Source
Guiding Principle 1: Diverse Lifestyles, Attainable Housing Options				
Housing diversity	Detached single-family homes as a percentage of the overall housing supply	77% (2019)	Decrease	U.S. Census Bureau
Housing options	Number of attached single-family, townhomes, and multifamily units permitted each year	20 (2020)	Increase	Pueblo Regional Building Dept.
Housing affordability	Cost-burdened households (i.e., households spending more than 30% of their income on housing and transportation costs)	55% (2019)	Decrease	U.S. Census Bureau
Housing options	Permitted accessory dwelling units	2 (2020)	Increase	Pueblo Regional Building Dept.
Neighborhood reinvestment	Permits for remodeling or minor improvements	--	Increase	Pueblo Regional Building Dept.



GUIDING PRINCIPAL 2:

DEEPEN OUR AGRICULTURAL ROOTS

Pueblo County's roots in agriculture and ranching go back more than 150 years. The industry contributes to the economy, but also to the culture and character of our region—rural landscapes, signature crops, and emerging industries.



Why it is Important

Some farms and ranches in the region have been in existence longer than the County itself. Yet, despite their history and demonstrated resilience, their continued longevity is not assured. While any industry is subject to fluctuations in markets, advances in technology, consumer preferences, and other factors over such an extended period, agriculture is particularly vulnerable.

If current trends continue, encroaching development and the gradual loss of prime agricultural land will continue to erode the region's production capabilities. At the same time, competition for agricultural water rights is fierce in Pueblo County and throughout Colorado as cities and urban areas continue to grow and long-time producers seek viable ways to either expand their operations, or retire and transfer accumulated wealth to their heirs. Lastly, the effects of extended periods of drought and other impacts associated with a changing climate on native vegetation and grasslands are plainly visible, and limit the carrying capacity of many rural landscapes for cattle and wildlife.

Despite these vulnerabilities, interest in protecting and preserving the region's agricultural and ranching roots is strong. Interest in the local and regional food system, educational programs, and emerging industries—like urban agriculture, hemp/marijuana, utilty-scale solar facilities, and others is helping cultivate important conversations about the future.



Regional Goals and Policies

GOAL 2.1: Protect working lands for ranching and crop production.

POLICY-2.1.1: RIGHT TO RANCH AND FARM

Support the right to ranch and farm in Pueblo County in accordance with Colorado Revised Statutes §35-3.5-101 to 35-3.5-103, recognizing that dust, noise, and odors normally associated with agricultural pursuits are considered acceptable in rural areas. Ensure non-agricultural development in unincorporated areas does not restrict adjacent agricultural operations.

POLICY-2.1.2: LAND CONSERVATION

Work with landowners, conservation organizations, Colorado State University Extension, and other key stakeholders to facilitate the conservation of prime agricultural land and ranch lands in Pueblo County. Promote broader awareness of existing tools and incentives, such as conservation easements supported by Colorado's state-based tax credit program, and pursue the creation of new tools and programs at the County-level (e.g., transfer or purchase of development rights program, conservation subdivision standards) to incentivize and increase the economic viability of keeping agricultural land for use in production for future generations. While Prime Agricultural Land (Unirrigated, Generally Rangeland, Prime Farmland if Irrigated) depicted on page 30 may exist within the boundaries of Planned Employment Areas depicted on page 58, these areas are not used for agricultural uses currently and are not suitable for agricultural uses in the future. Land conservation for other purposes may occur in Planned Employment Areas consistent with applicable redevelopment plans and underlying zoning. [See also, Appendix D: Tools and Best Practices to Support Agriculture.]

POLICY-2.1.3: WATER RIGHTS

Collaborate with water providers, landowners, conservation organizations, and other stakeholders on the identification and implementation of strategies and incentives that prevent water rights associated with agricultural land from being severed from agricultural land or being sold for non-agricultural development, and/or extend the time in which water rights are available for agricultural use after they have been sold.

POLICY-2.1.4: LAND USE COMPATIBLITY

Minimize potential conflicts between existing agricultural and ranching operations and proposed residential, commercial, or industrial uses through supportive land use regulations.

POLICY-2.1.5: ECONOMIC IMPACT OF AGRICULTURE

Weigh the impacts of land use decisions on the County's agricultural economy. Avoid decisions that will permanently reduce or eliminate the economic viability of irrigated farm land or other highly productive land for agricultural use.



POLICY-2.1.6: EDUCATION AND AWARENESS

Actively participate in discussions at the regional and state level related to agricultural and ranching issues. Provide a supportive policy and regulatory environment that is responsive to the changing needs of producers within the region.

GOAL 2.2: Nurture the next generation of farmers and ranchers.

POLICY-2.2.1: YOUTH ENGAGEMENT

Support the ongoing efforts of the Pueblo Food Project, Colorado State University Extension, and others to develop and implement programs that expose young people to farming and ranching in the region, through field trips and site visits, volunteer opportunities, peer-to-peer educational campaigns, and other efforts.

POLICY-2.2.2: MENTORSHIP AND TRAINING

Support secondary and post-secondary programs that offer agricultural education and practical experience through mentoring, apprenticeships, and training, such as Colorado's Agriculture Workforce Development Program, where students can learn from working with established farmers and ranchers in the region.

POLICY-2.2.3: PROGRAMS AND INCENTIVES

Increase awareness of programs and incentives that support on-going farming in the region, such as tax incentives for conservation easements, financial support for farming internships, and tax-exempt loans supported by the Colorado Agriculture Development Agency. Investigate the feasibility of initiating additional programs, such as land leases or microloan programs, modeled on other efforts implemented in Colorado. [See also, Appendix D: Tools and Best Practices to Support Agriculture.]

POLICY-2.2.4: STATE FAIR

Capitalize on opportunities at the annual State Fair to promote and highlight youth agriculture activity and accomplishments, through Future Farmers of America and 4-H youth showcases and competitions, and other programs as appropriate.

POLICY-2.2.5: LOCAL FOOD SUPPLY CHAIN

Promote the local food supply chain that works directly with sustainable family farms utilizing advanced technologies and innovations in food processing thatdevelop new jobs and careers in agricultural.

GOAL 2.3: Promote innovations in agricultural practices to adapt to a changing climate.

POLICY-2.3.1: CROP DIVERSITY

Support efforts to diversify the range of traditional food crops produced in the region and expand opportunities for testing new types of crops to reduce impacts on producers and the regional economy in the event of crop failure from pests and diseases, extended periods of drought, and other cyclical events.

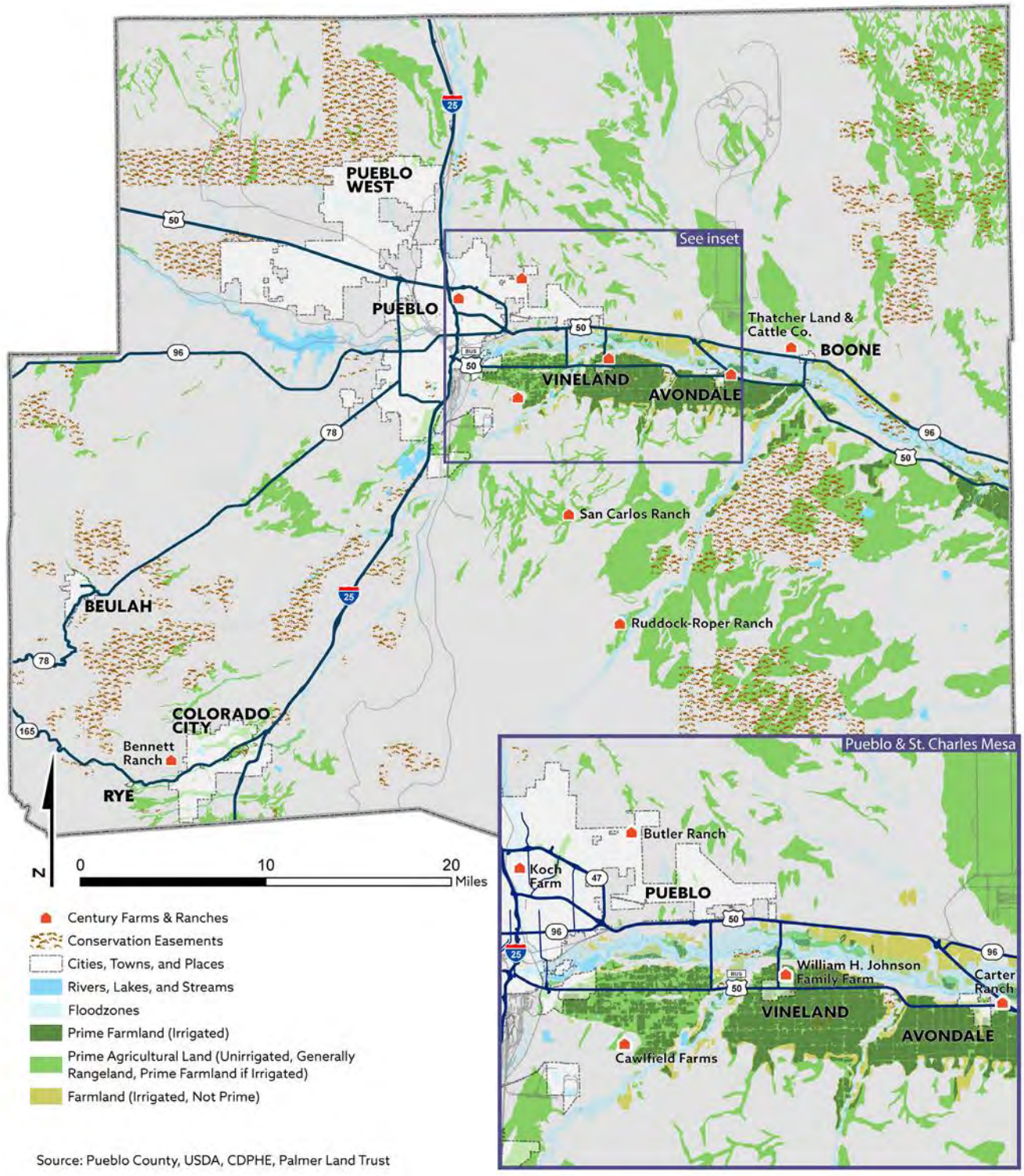


AGRICULTURAL AND RANCH LANDS

Prime (Irrigated) Farmland within the St. Charles Mesa, Vineland, and Avondale communities accounts for only 2 percent of Pueblo County's agricultural land, but is responsible for approximately 40 percent of the total value of agricultural products sold. This area is irrigated by the Bessemer Ditch and is considered to be nationally signficant in its suitability for the long-term production of food and other crops. In addition, non-irrigated farmland (Prime and Not Prime) and ranch lands found throughout the unincorporated areas of the County support grazing for cattle and wildlife, as well as other agricultural uses.

Conservation easements have been widely used in Pueblo County to protect farmland, ranch lands, and other resources throughout the region. Conservation easements are voluntary legal agreements between landowners and land trusts or governments to limit development of the property in the future with permanent restrictions and protect important values of the property in perpetuity. Led by the property owner's interests, conservation agreements allow farms and ranches to continue to operate and often protect open space, wildlife habitat, rivers and streams, and other natural features. In 2021, there were 195,143 acres of land in Pueblo County held in conservation easements. (Source: Pueblo County, USDA, CDPHE, Palmer Land Conservancy.)

Pueblo County Agricultural and Ranch Lands



Source: Pueblo County, USDA, CDPHE, Palmer Land Trust





POLICY-2.3.2: IRRIGATION PRACTICES

Explore strategies to incentivize agricultural producers to transition to conservation-oriented irrigation practices in collaboration with Pueblo Board of Waterworks, the St. Charles Water District, and other stakeholders.

POLICY-2.3.3: RESEARCH AND DEVELOPMENT

Support research and development designed to help identify and increase awareness of new crops, tools and technologies, farming practices, and other opportunities designed to help maximize the productivity of prime agricultural lands in the face of increasingly frequent and severe drought, heat, and other extreme weather events.

POLICY-2.3.4: EMERGING TECHNOLOGIES

Provide a supportive policy and regulatory environment for the expansion of aquaculture and other emerging technologies that support the year-round cultivation of fresh produce.

GOAL 2.4: Create a robust local and regional food system.

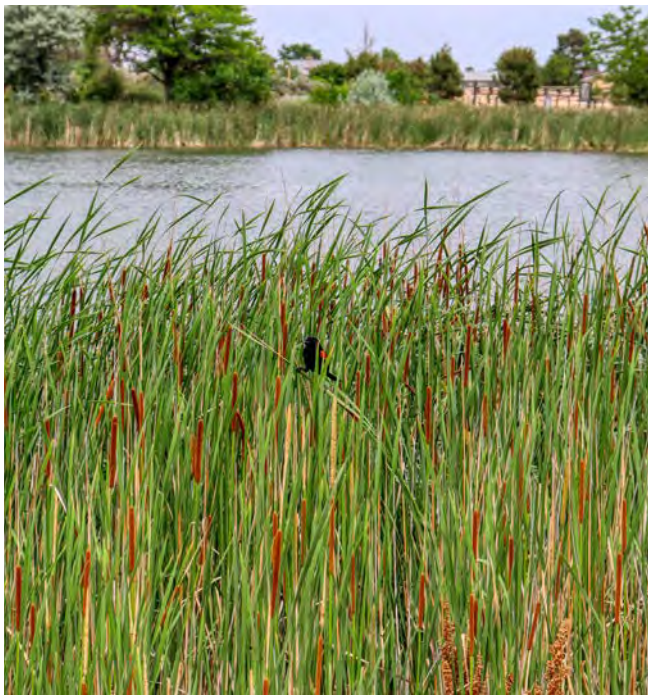
POLICY-2.4.1: FOOD SECURITY

Support on-going efforts by partners such as the Pueblo Food Project and the Colorado Blueprint to End Hunger that implement programs to reduce hunger and food insecurity for residents in the region by expanding access to healthy food, grown locally where possible.

POLICY-2.4.2: FOOD DESERTS

Continue work to eliminate "food deserts," where area residents do not have nearby access (in urban areas, within one mile, in more rural contexts, within 10 miles) to a full-service grocery store, and expand Pueblo residents' access to healthy and local food.





POLICY-2.4.3: FOOD PRODUCTION

Encourage the expansion of programs and initiatives that support local and regional food production, including community gardens, demonstration gardens, small-scale agriculture, community supported agriculture (CSA), the raising of some animals for food purposes, and other similar efforts.

POLICY-2.4.4: PROCESSING AND DISTRIBUTION

Sustain on-going efforts to expand the local food economy through the expansion and development of regional food processing and distribution facilities utilizing locally produced food products. Develop processing facilities that can be accommodated utilizing existing city water and sanitary services and can be served with existing utility services.

POLICY-2.4.5: AGRITOURISM

Promote the expansion of agritourism opportunities, such as the annual Pueblo Chile & Frijole festival, that showcase local food and crafts as a draw for tourism in the region. Opportunities could include farm dinners, you-pick produce, seasonal sales and activities, farm tours, or overnight farm stays.

Measures of Success

Measure	Method	Baseline	Desired Trend	Source
Guiding Principle 2: Deepen Our Agricultural Roots				
Acres of Prime (Irrigated) Farmland[1]	Acres of Prime (Irrigated) Farmland maintained in agricultural use with their associated water rights	21,116 acres (2021)[2]	Maintain	Combination of USDA, NRCS, CDSS datasets
Acres of Total Irrigated Farmland	Acres of irrigated farmland (Prime and Not Prime) maintained in agricultural use with their associated water rights	29,762 acres (2021)[3]	Maintain	Combination of USDA, NRCS, CDSS datasets
Acres of Prime Agricultural Land (not irrigated)	Acres of farmland not irrigat-ed--but with soils designated as Prime if irrigated--maintained in agricultural/rangeland use	207,733 acres (2021)	Maintain	Combination of USDA, NRCS, CDSS datasets
Agricultural Businesses	Number of food and farm businesses	--	Increase	Pueblo County Business Licenses
Agricultural Jobs	Population employed in agriculture, forestry, fishing and hunting, and mining	1,047 (1.5%)	Increase	U.S. Census Bureau
Conservation of Prime (Irrigated) Farmland	Acres of Prime (Irrigated) Farmland preserved through conservation easements, agricultural PUDs, or other conservation measures	392 acres (or 1.9% of all Pueblo County Prime (Irrigated Farmland)	Increase	Combination of USDA, NRCS, and COMap datasets
Conservation of Total Agricultural Land[4]	Acres of land preserved through conservation easements, agricultural PUDs, or other conser-vation measures	195,143 acres or 22% of all Pueblo County agricultural lands (2020)	Increase	Combination of USDA, NRCS, and COMap datasets

1 Prime (Irrigated) Farmland accounts for only 2% of the Pueblo County's agricultural land but is responsible for approxi-mately 40% of the total value of agricultural products sold.
2 Over 70% of Pueblo County's Prime (Irrigated) Farmland (approximately 15,000 acres) falls within the St. Charles Mesa, Vineland, and Avondale communities and is irrigated by the Bessemer Ditch.
3 In addition to the 21,116 acres of Prime (Irrigated) Farmland, there are 8,646 acres of irrigated farmland in Pueblo County that are not designated as Prime by USDA NRCS but constitute a valuable agricultural resource.
4 According to the 2017 USDA Census of Agriculture, there are 895,508 acres of agricultural lands in Pueblo County.

THIS PAGE INTENTIONALLY LEFT BLANK



GUIDING PRINCIPAL 3:

HELP EVERY COMMUNITY THRIVE

Through investments in our people, neighborhoods, and communities, we will strive to make Pueblo County a place where all residents have a safe place to call home—and access to the basic services, education, and amenities they need to thrive.



Why it is Important

Access to healthcare, social services, parks and recreational facilities, pedestrian and bicycle networks, healthy food, and other services that contribute to the health and wellness of the community varies considerably by neighborhood and community across the region. Disparities in service levels are influenced by a range of considerations—location, demand, varied expectations for rural versus urban services levels, resources available for improvements, and in some locations, income levels.

As a region we recognize the challenge of addressing decades of inequality, but also recognize the benefits of working together to achieve more equitable and inclusive communities and neighborhoods. Addressing these challenges will require close—and ongoing—collaboration among all of us, but especially among the region's service providers, non-profits, charitable organizations, educational institutions, faith community, and government agencies.



Regional Goals and Policies

GOAL 3.1: Advocate for an effective education system and lifelong learning opportunities.

POLICY-3.1.1: COORDINATED SCHOOL PLANNING

Coordinate with Pueblo School District 60 (D60) and Pueblo County School District 70 (D70) to evaluate the impact on school enrollments and capacity when reviewing projects, development proposals, master plans, zoning changes, land use amendments, or in other decisions that could significantly increase school enrollments. Ensure that developers set aside school sites as needed when subdivisions and planned unit developments are approved, and monitor needs associated with residential development generally over time.

POLICY-3.1.2: PUBLIC SCHOOL SYSTEM

Support ongoing efforts by D60 and D70 schools to invest in the formal educational system and to ensure that each student continues to have access to high-quality primary and secondary education.

POLICY-3.1.3: POST-SECONDARY EDUCATION

Collaborate with Colorado State University Pueblo (CSU Pueblo) and Pueblo Community College (PCC) to ensure residents have access to quality post-secondary education, including specialized programs and educational offerings that support workforce needs and meet resident interests. Consider future expansions of post-secondary facilities, when possible, to be located within the existing community fabric rather than expanding into undeveloped areas.

POLICY-3.1.4: LIFELONG LEARNING

Support programs and initiatives that offer learning opportunities beyond the formal educational system, covering diverse subjects and interests, offered in various contexts, and available to residents at all stages of life.

GOAL 3.2: Support equitable access to affordable healthcare, services, and amenities.

POLICY-3.2.1: COORDINATED APPROACH

Collaborate with partner organizations to provide a forum for sharing information and enhancing working relationships, discourage duplication of services and programs within the region, and identify and fill gaps in health and human services.

POLICY-3.2.2: ACCESS TO SERVICES

Prioritize the maintenance and improvement of quality-of-life amenities, services, and infrastructure in existing neighborhoods. Place a particular focus on neighborhoods that are underserved and that have populations with barriers to access, such as limited financial resources or access to transportation options.

POLICY-3.2.3: DESIGN FOR ACCESSBILITY

Design infrastructure, public spaces, facilities, and amenities to accommodate people of all ages and abilities.



POLICY-3.2.4: SERVICES FOR VULNERABLE POPULATIONS

Partner with local and regional organizations to expand services for people experiencing homelessness and people with disabilities.

POLICY-3.2.5: HOUSING FOR VULNERABLE POPULATIONS

Expand the supply of housing options that are affordable and accessible to seniors, people with disabilities, people without stable housing or transitioning out of homelessness, people with state or federally defined disorders, and very low-income populations. [See also, Goal 1.2 and associated policies.]

POLICY-3.2.6: FOOD ACCESS

Promote and expand initiatives that offer access to healthy food in dispersed locations throughout communities, such as farmers markets, seasonal farm stands, community gardens, food distribution centers, and community-supported agriculture (CSA) with a focus on increasing access to fresh, nutritious food in underserved areas. [See also, Goal 2.4 and associated policies].

GOAL 3.3: Ensure residents are offered equal opportunity for a healthy, active lifestyle.

POLICY-3.3.1: MULTI-PURPOSE FACILITIES

Leverage available resources by seeking opportunities to develop and maintain joint-use, multi-purpose, multi-generational, and/or other types of shared-use facilities (e.g., school recreational facilities, parks, community meeting space, libraries, and museums).

POLICY-3.3.2: FACILITY SITING AND ACCESS

In considering locations for public facilities, services, and amenities, evaluate the concentration of need in the population to be served and their ease of access. Prioritize locations in and connections to underserved areas.

POLICY-3.3.3: RECREATIONAL OPPORTUNITIES

Strive to provide access to active and passive recreation opportunities within walking distance of most homes or neighborhoods in developed areas of Pueblo County, while recognizing that needs vary based on location and not all areas will have the same level of access. Recreational opportunities should be tailored to suit the unique needs of different neighborhoods and communities.





POLICY-3.3.4: RECREATIONAL PROGRAMS

Provide a variety of year-round community and recreational programs, offerings, and other amenities that support healthy and active lifestyles among residents of all ages, abilities, and backgrounds.

POLICY-3.3.5: EDUCATION AND AWARENESS

Collaborate with school districts, health and wellness organizations, and the medical community to establish and expand health and wellness programs, increase awareness of the benefits of active lifestyles and healthy living among residents of all ages, and provide information on ways in which they can lead more active and healthy lives.

POLICY-3.3.6: ACTIVE LIVING

Integrate active living considerations into the planning and development review process to encourage the creation of built environments that support an environment where physical activity can be incorporated into daily activities (such as walking or bicycle travel). Such considerations should also be incorporated into the design of streets and other public spaces.

GOAL 3.4: Foster a culture of inclusivity.

POLICY-3.4.1: ACCEPTANCE, INCLUSION, AND RESPECT

Promote acceptance, inclusion, and respect for all people in the region. Discourage all forms of discrimination, in addition to the specific characteristics that are protected by law.

POLICY-3.4.2: CELEBRATE DIVERSITY

Support events and activities that promote learning and understanding of different ethnic and cultural groups, such as working with partners and cultural leaders, co-creation of cultural events and activities, and responsiveness to community vision.

POLICY-3.4.3: CULTURAL COMPETENCY

Provide services and share information in a manner that is culturally and linguistically relevant to a range of residents.



POLICY-3.4.4: EQUITABLE DECISION-MAKING PROCESSES

Ensure that plans, policies, and decision-making processes—including budget decisions—evaluate the benefits and/or burdens of local government actions or investments and their impacts on particular groups or geographic locations in ways that are equitable.

POLICY-3.4.5: EQUITABLE ACCESS TO OPPORTUNITIES

In all programs and services, seek to ensure equitable access by all groups and individuals, with special focus on including disadvantaged and under-represented groups.

POLICY-3.4.6: INCLUSIVE PARTICIPATION

Invite participation from the broadest possible spectrum of residents in all decision-making and resource-allocation processes by City, County, and Metro governments.

POLICY-3.4.7: REPRESENTATIVE GOVERNMENT

Explore opportunities to ensure that elected, appointed, and employed officials in local and regional government are representative of the broader community.

Measures of Success

Measure	Method	Baseline	Desired Trend	Source
Guiding Principle 3: Help Every Community Thrive				
Child Poverty	Child poverty rate	16.8% (2019)	Decrease	U.S. Census Bureau
Education	High school graduation rate (districts 60 and 70, respectively)	83% (2019) 93% (2019)	Maintain/ Increase	District 60 District 70
Public Health	Adult (18+) obesity rate Child (5-14) obesity rate	30.9% (2013-15) 27.7% (2013-2015)	Decrease	PDPHE
Prenatal Care	Percent of women that receive adequate prenatal care	47.2% (2013-2015)	Increase	PDPHE
Food Access	Number of active community gardens	--	Increase	City of Pueblo
Local Food Distribution	Pounds of locally purchased food distributed to residents in need	--	Increase	Pueblo Food Project
Access to Parks and Open Space	Percent of residents within ½ mile of a quality park or open space	--	Increase	EDGIS

THIS PAGE INTENTIONALLY LEFT BLANK



GUIDING PRINCIPAL 4:

CELEBRATE PUEBLO

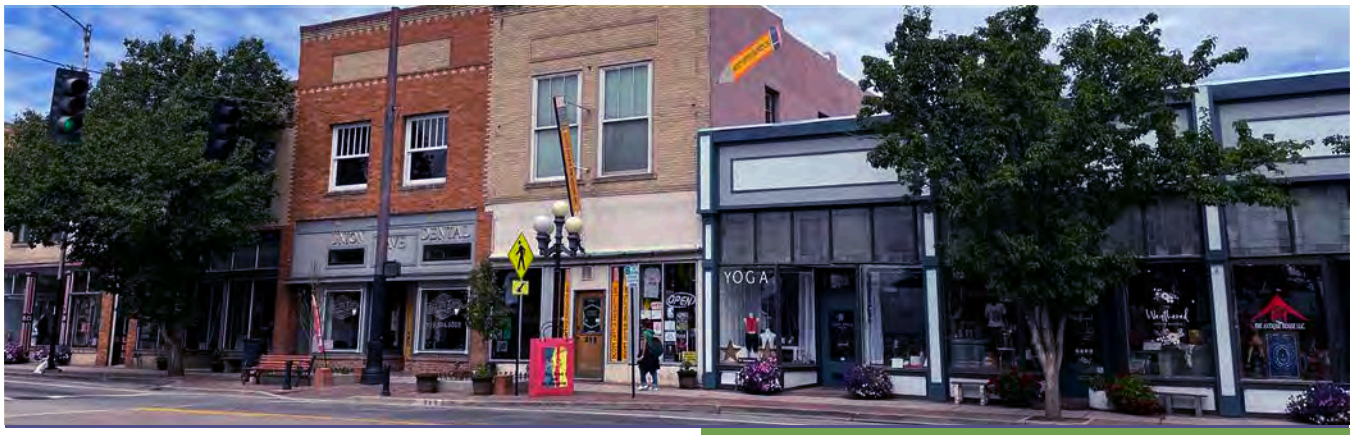
Puebloans value the region's history, culture, landscapes, access to outdoor recreation, and friendly people. We will instill a renewed sense of pride and identity by celebrating our diverse assets and investing in what makes Pueblo uniquely livable.



Why it is Important

Pueblo County's history is marked by booms and busts. Periods of economic gains contributed to a downtown that is filled with historic structures, vibrant and diverse neighborhoods, and a wealth of cultural amenities, especially for a community of its size. However, subsequent downturns have resulted in the vacancy of those same historic buildings, disinvestment in our neighborhoods, and—in some cases—damaged community pride. Despite these challenges, residents are quick to highlight what they love about living in Pueblo County—its rich history, diversity of cultures, scenic rural landscapes, easy access to outdoor recreation, a vibrant arts scene, and a family-friendly environment.

As we look to the future, we must come together to continue the work of rediscovering and reinvesting in not just what makes Pueblo County unique—but also what makes it a great place to live. A renewed sense of identity and community pride will emerge from our shared commitment to celebrating our past, while actively investing in our children and grandchildren's future through art, education, and cultural awareness.



Regional Goals and Policies

GOAL 4.1: Protect and preserve Pueblo County's historic, cultural, and archaeological resources.

POLICY-4.1.1: HISTORIC PRESERVATION INITIATIVES

Encourage ongoing efforts by the Historic Preservation Commission (HPC), community organizations, Pueblo County, and state and federal partners to research, identify, document, interpret, and preserve structures and sites with cultural, archaeological, or paleontological significance.

POLICY-4.1.2: DOCUMENTATION

Continue to pursue and support opportunities to investigate and document local history through efforts that improve the community's understanding of the resources that exist. Place a particular emphasis on expanding knowledge of resources from the more recent past, such as the City's Mid-Century neighborhoods.

POLICY-4.1.3: INVENTORY OF CULTURAL RESOURCES

Continue to expand the Pueblo Inventory of Cultural Resources (PICR) through the nomination of eligible properties for the state and national registers of historic places, designation of National Register Historic Districts and Landmarks, and establishment of a Pueblo Local Landmark Historic District.[See Appendix F: Inventory of Cultural Resources for a complete listing of designated resources.]

HISTORIC PRESERVATION IN THE CITY OF PUEBLO

The City of Pueblo is Certified Local Government (CLG). CLGs are endorsed by the State Historic Preservation Office (History Colorado) to promote consistency with federal historic preservation programs and the Secretary of the Interior's Standards for Archaeology and Historic Preservation. CLG status also provides access to grants and other assistance to support local preservation initiatives.

Authorized through the City's CLG status, the City of Pueblo Historic Preservation Commission (HPC) is an appointed board of community volunteers that reviews applications for historic designation, makes decisions related to the demolition and upkeep of historic resources, and helps owners of historic landmarks with the physical, technical, and financial aspects of preservation, renovation, rehabilitation, and reuse.

The City and HPC work with numerous volunteer and non-profit organizations to help document and preserve historic, cultural, and archaeological resources in the community. The Pueblo Inventory of Cultural Resources (PICR) is a register maintained by the City of Pueblo for all historic resources within its corporate limits that have been previously placed on the NRHP, Colorado State Register of Historic Places (CSRHP), or are designated a local historic landmark.









POLICY-4.1.4: PRESERVATION PLANNING

Ensure adopted plans, policies, and regulations support historic preservation and help eliminate barriers to the stewardship, restoration, reuse, and designation of historic properties. Work with neighborhoods, citizens, non profits, and staff to advance recommendations that emerge from completed plans and studies.

POLICY-4.1.5: PEOPLE IN PRESERVATION

Support and expand ongoing efforts to engage long-time residents and others in documenting the oral histories of different ethnic and minority groups, neighborhoods, and communities in Pueblo County. Prioritize efforts that will provide current and future residents with a more complete understanding of Pueblo's history.

POLICY-4.1.6: PRESERVATION INCENTIVES

Increase awareness of state and federal grants, tax incentives, and other financial incentives available to support the rehabilitation and adaptive reuse of historic buildings. Investigate creating a system or program of local incentives.

POLICY-4.1.7: PUBLIC BUILDINGS

Pursue the nomination of historic City- or County-owned resources determined to be eligible for the National Register of Historic Places as a tool to access funding to support their rehabiliation and maintenance over time.

POLICY-4.1.8: CONTEXT-BASED TOOLS

Establish context-based standards and guidelines to encourage reinvestment in historic districts. Explore the feasiblity of establishing conservation districts or other regulatory tools to encourage compatible infill and redevelopment in areas with lower integrity but good urban form, areas where historic signficance is not based on architecural style or form, or areas where the modest scale of vernacular building forms is desirable to retain. [See also, Policy COP-2.3: Protective Measures]



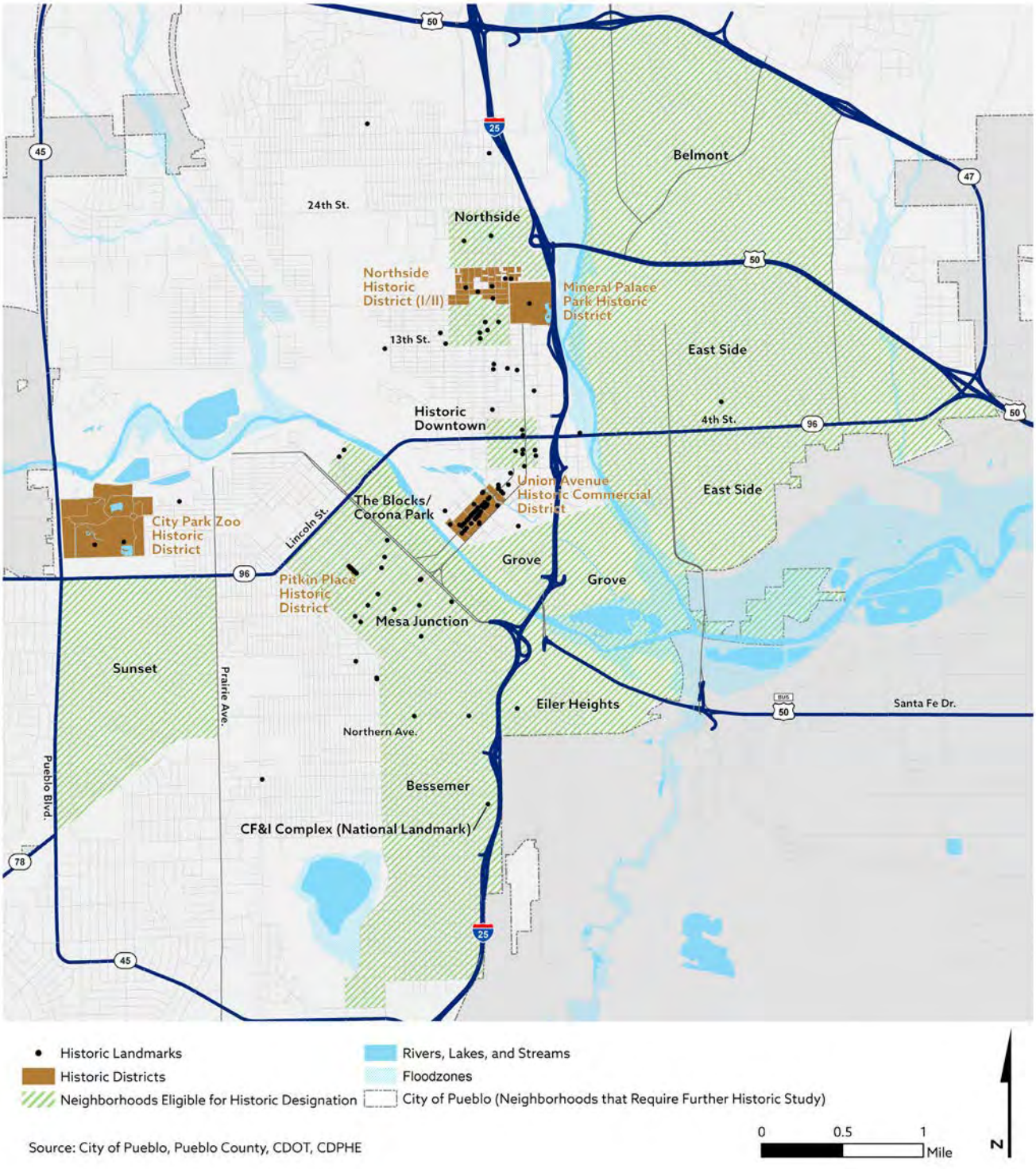
HISTORIC AND CULTURAL RESOURCES: CITY OF PUEBLO

The City of Pueblo has three national historic districts and two local historic districts: City Park Zoo Historic District (National); Mineral Palace Park Historic District (Local Landmark); Northside Historic District – Phases 1 and 2 (Local); Pitkin Place Historic District (National Register); and Union Avenue Historic Commercial District (State and National). The Pueblo Inventory of Cultural Resources (PICR) also includes one National Landmark (Colorado Fuel and Iron Company) and 125 individual resources that are designated as local landmarks or listed on the State and/or National Register of Historic Places. While the vast majority of these historic resources are purpose-built buildings such as residences, businesses, or churches, this list also includes structures like bridges, a carousel, and a rail car. In some, but not all instances, individual buildings or landmarks are also part of a historic district.

While the PICR continues to grow, many of the City's historic resources are not formally recognized. To gain an understanding of what historic resources might be eligible for future nominations or district designations, the City—with the support of History Colorado, Historic Pueblo, Inc., and other community partners—has completed historic context studies for the Bessemer, Bojon Town/Eiler's, East Side, North Side, and South Pueblo neighborhoods, Downtown Pueblo, as well as a Pueblo Modern Historic Context Study focused on the City's recent past (1940-1982). Some of these context studies have also been supplemented with (or were preceded by) intensive resource surveys. These resources are intended to make local history more accessible to residents and property owners, increase awareness of the resources that exist, and to identify potential steps to help protect the resources that have been identified.

A variety of grants and incentives are available to help support the rehabilitation of properties listed on the State and/or National Register of Historic Places. At the state-level, History Colorado administers both competitive and non-competitive grants, preservation tax credits, and CLG subgrants. The Federal Historic Preservation Tax Incentives program offers tax credits for different types of projects (generally income-producing properties), as well as tax benefits for historic preservation easements—a voluntary legal agreement that permanently protects a historic property. In some instances, different packages of grants and incentives can be combined on a single project. Because the availability of specific grants and incentives may change from time to time, interested property owners or investors should consult the City's Historic Preservation Planner for current information.

Historic and Cultural Resources: City of Pueblo







POLICY-4.1.9: EDUCATION AND AWARENESS

Coordinate with Pueblo City-County Library District, El Pueblo Museum, schools, and other local organizations to improve access to information on local history, expand educational offerings, digitize records, and broaden community awareness and understanding of the economic, social, and environmental benefits of preserving historic, cultural, archaeological, and paleontological resources in the region.

POLICY-4.1.10: REGIONAL COLLABORATION

Explore collaborative opportunities to preserve and interpret historic, cultural, and archaeological resources in unincorporated areas and other communities in Pueblo County, including potential partnerships between the City of Pueblo HPC and Pueblo County.

GOAL 4.2: Maintain and expand access to outdoor recreation.

POLICY-4.2.1: PARKS AND RECREATION PLANNING

Complete a regular assessment of current parks, trails, and recreation amenities in each community and establish goals and policies for improving coordination between communities and maintaining and expanding parks and recreational amenities.

POLICY-4.2.2: PARK LAND PRESERVATION

Retain developed, City- or County-owned parks for the primary purpose of active and passive recreation to the maximum extent feasible. Where alternative uses or possible disposal of an existing park are considered, seek broad input on impacts to park users and ensure reuse of the park to meets other community objectives.

POLICY-4.2.3: OPEN SPACE CONSERVATION

Evaluate establishing programs and funding mechanisms to support the acquisition, management, maintenance of public open lands and natural areas operated and managed by appropriate entities with the resource management capabilities.

POLICY-4.2.4: OPEN SPACE MANAGEMENT

Manage and plan for open spaces that provide a range of purposes and uses including conservation of plant and animal ecosystems, enhancement of wildlife movement corridors, protection of biodiversity, limitation of non-native plant spread, aesthetics, and active and passive recreation.

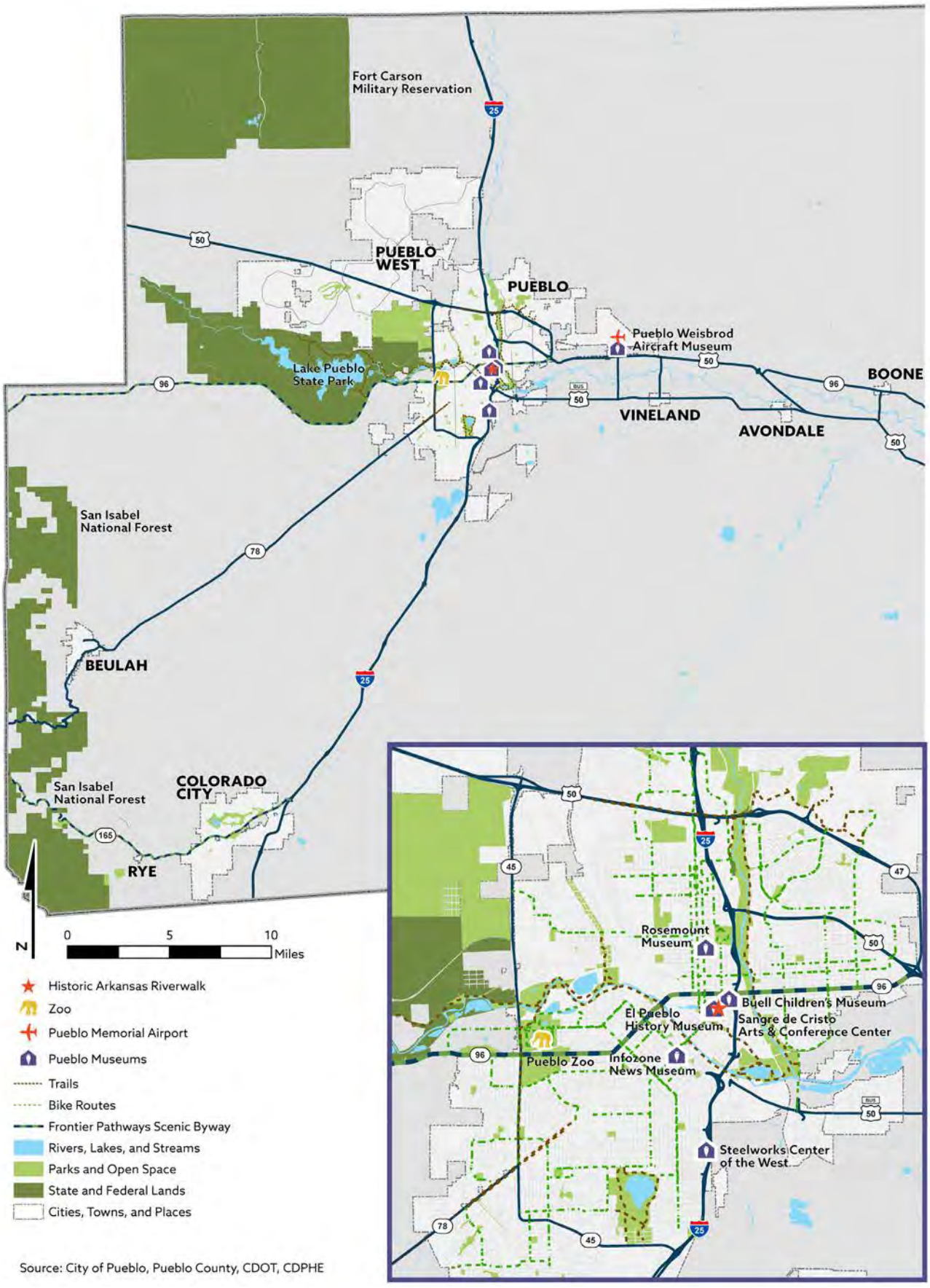
POLICY-4.2.5: RECREATIONAL ACCESS

Pursue strategies and implement options that allow area residents without cars to access parks and recreational amenities throughout the County.

POLICY-4.2.6: TRAIL NETWORKS

Expand trail networks along river corridors, easements, and public rights-of-way to connect recreational opportunities with residents, link parks and open space areas, and improve connectivity to community destinations, along with trail linkages between communities and neighborhoods within the region. Coordinate with adjacent counties and the state on interregional trail networks like the Fountain Creek Regional Trail and Front Range Trail.

Pueblo County Regional Assets and Amenities



Source: City of Pueblo, Pueblo County, CDOT, CDPHE





POLICY-4.2.7: DEVELOPMENT STANDARDS

Coordinate the expansion of the trails network in conjunction with new master plans and subdivision developments. Establish clear expectations for the provision of recreational amenities in new planned unit developments (PUDs), master planned communities, and other developments to include parks, active and passive open space, and connections to adjoining properties, public lands, trail systems, and park facilities. Ensure that shared maintenance agreements are in place.

GOAL 4.3: Celebrate Pueblo's history and culture through the arts.

POLICY-4.3.1: PUBLIC ART

Continue to invest in and promote public art in public places throughout the community.

POLICY-4.3.2: PUBLIC FACILITIES

Provide opportunities to use public facilities, such as parks, government buildings, community centers, libraries, and museums, as spaces to create and showcase local contributions to arts, music, and culture.

POLICY-4.3.3: CULTURAL FACILITIES AND EVENTS

Coordinate with arts organizations, school districts, Sangre de Cristo Arts and Conference Center, Pueblo City-County Library District, other government agencies, and local galleries, museums, and event spaces to organize, host, and publicize arts and cultural facilities, events, and activities that support creative industries, beautify the community, and promote tourism.

POLICY-4.3.4: CULTURAL AMENITIES

Devise and implement strategies that support and promote existing local venues devoted to arts, cultural, and historical programming.

POLICY-4.3.5: PUEBLO CREATIVE CORRIDOR

Promote the expansion of the arts economy in Pueblo as part of the Pueblo Creative Corridor. Increase awareness of programs, events, and incentives available to participating businesses, artists, and others as part of the Colorado Certified Creative District program.

POLICY-4.3.6: ARTS AND CULTURE FUNDING

Collaborate with arts and cultural organizations to identify and pursue funding options from state and federal programs to support arts and cultural programming. Where possible, seek to partner on initiatives that support other community goals, including





housing, poverty, education, sustainability, health and wellness, agriculture, and economic development.

POLICY-4.3.7: CREATIVE INDUSTRIES

Create and expand tools to support creative businesses and job creation, including grants, public-private partnerships, and other funding and support mechanisms.

POLICY-4.3.8: COMMUNITY ENGAGEMENT

Expand participation in arts and culture and ensure that arts and culture are accessible to all by fostering an inclusive and equitable cultural and creative community that represents all residents.

GOAL 4.4: Establish Pueblo County as a tourist destination.

POLICY-4.4.1: MARKETING AND BRANDING

Coordinate efforts with the Greater Pueblo Chamber of Commerce and Pueblo Convention and Visitors Bureau, Pueblo Latino Chamber of Commerce, Pueblo West Chamber of Commerce, Pueblo Economic Development Corporation, and other economic development organizations to improve marketing and branding the region as a tourist destination, emphasizing all the cultural and recreational opportunities, and natural assets, the region offers.

POLICY-4.4.2: SCENIC AND HISTORIC BYWAYS

Coordinate with the Colorado Department of Transportation (CDOT), area chambers of commerce, the Pueblo Creative Corridor, Frontier Pathways Scenic and Historic Byway, Inc., and other organizations to promote the Frontier Pathways Scenic and Historic Byway and future byway designations in Pueblo County.

POLICY-4.4.3: ECONOMIC IMPACTS

Improve recognition among residents, local businesses, government agencies, and area organizations of the economic benefits of a stronger tourism economy.

POLICY-4.4.4: MAJOR EVENTS AND ATTRACTIONS

Expand efforts to host events and attractions that bring visitors to Pueblo County, including existing events like the Chile and Frijole Festibal and Colorado State Fair, with new/expanded events and attractions related to the Transamerica Trail Bike Ride, celebrations of local history and culture, live performances, outdoor recreational events, birding, agritourism, and local food and drink. Continue working with state, local, and regional partners on the implementation of the Regional Tourism Act (RTA) grant on improvements to downtown Pueblo to make the community an attractive destination for tourists from outside the state and around Colorado.



GOAL 4.5: Protect our rural landscapes.

POLICY-4.5.1: LAND USE POLICIES

Address the protection and retention of rural areas through implementation of supportive land use designations and development regulations that maintain rural uses.

POLICY-4.5.2: RURAL USES AND ACTIVITIES

Adopt and maintain policies and regulations that allow for continuance or expansion of rural uses and activities, such as small-scale raising and keeping of farm animals, and food production.

POLICY-4.5.3: UTILITY AND INFRASTRUCTURE SITING

Work with local utility providers to ensure that transmission infrastructure is developed to minimize impact on other uses and maximize the use of existing utility corridors.

POLICY-4.5.4: SCENIC AND HISTORIC BYWAYS

Coordinate with the Colorado Department of Transportation (CDOT), area chambers of commerce, the Pueblo Creative Corridor, Frontier Pathways Scenic and Historic Byway, Inc., and other organizations to promote the Frontier Pathways Scenic and Historic Byway.



GOAL 4.6: Enhance the appearance of public spaces, rights-of-way, and community gateways.

POLICY-4.6.1: COMMUNITY GATEWAYS

Enhance and accentuate gateways to the region and each community, including Interstate 25 and Highway 50 interchanges, to provide coordinated and positive community entrances. Gateway design elements may include streetscape design, supportive land uses, building architecture, landscaping, signage, lighting, and public art.

POLICY-4.6.2: GATEWAY AND PUBLIC SPACE MAINTENANCE

Secure devoted funding for a program of ongoing maintenance and necessary improvements to public spaces and gateways in the community.

POLICY-4.6.3: PUBLIC AMENITIES

Design streets and other public spaces with the comfort and enjoyment of pedestrians in mind. Incorporate features such as plazas, pocket parks, patios, children's play areas, transit facilities, sidewalks, pathways, street trees, public art, benches, planters, and other street furniture as part of development projects.

POLICY-4.6.4: CONTEXT-SENSITIVE DEVELOPMENT

Ensure that all development contributes to the positive character of the community. Building materials, architectural details, color range, building massing, and relationships to streets and sidewalks should be tailored to the surrounding area. Development should not consist solely of repetitive design that may be found in other communities.

POLICY-4.6.5: VOLUNTEER INITIATIVES

Establish programs with neighborhood groups and other local organizations to organize volunteers on beautification and neighborhood improvement projects.

Measures of Success

Measure	Method	Baseline	Desired Trend	Source
Guiding Principle 4: Celebrate Pueblo				
Historic Districts	Number of historic districts	3 National 2 Local (2021)	Increase	HPC
Historic Landmarks	Number of structures and sites listed as local landmarks and/or, listed on the National Register of Historic Places	125 (2021)	Increase	HPC
Investment in Historic Places	Permits for restoration of historic landmarks and districts	--	Increase	HPC, Pueblo Regional Building Dept.
Tourism	Number of visitors and amount of tourist spending	--	Increase	Greater Pueblo Chamber of Commerce



GUIDING PRINCIPAL 5:

A FUTURE-READY ECONOMY AND WORKFORCE

A future-ready economy and workforce is nimble in its ability to adapt to industry shifts and economic fluctuations. As a region, we will work together to position Pueblo County as an innovative community, where all residents, business-owners, and members of the workforce have an opportunity to achieve economic prosperity.



Why it is Important

Pueblo County possesses a strong economic base, an ample supply of land, and strong regional partnerships to build upon for the future. Existing infrastructure assets—including ready access to the rail network and water and sewer availability—can help support economic growth in the region. However, there are challenges that must be addressed, including the education and skill level of the workforce, rising electric power costs, and inadequate broadband coverage, among others.

As we look to the future, the economic resilience of the region must be major focus. The region's traditional economic sectors are being impacted greatly by technology advances and market forces. Increasingly, less skilled jobs in legacy industries are being replaced by investments in automation and new technologies. Ensuring employment opportunities for residents in the future will require the County's economy, workforce, and community to continue to evolve, building upon its growing reputation as the "Clean Energy Capital" of Colorado.



Regional Goals and Policies

GOAL 5.1: Leverage the region's assets and opportunities.

POLICY-5.1.1: LAND FOR OPPORTUNITIES

Promote the abundance of land for a variety of employment uses available in the region in attraction of companies. Maintain an inventory of employment lands and the attributes and needs of each site to support attraction efforts.

POLICY-5.1.2: RAIL ACCESS

Promote the access to major rail infrastructure in the region to attract and grow businesses that want rail access to provide goods regionally.

POLICY-5.1.3: WATER RESOURCES

Promote the availability of existing Municipal and Industrial (M&I) water resources as an incentive for new employers and other economic opportunities, while also emphasizing the region's commitment to conservation.

POLICY-5.1.4: QUALITY OF LIFE

Promote the quality-of-life aspects of the region including access to outdoors, lower cost of living, and cultural assets to attract new businesses and workforce to the region.

POLICY-5.1.5: RENEWABLE ENERGY ECONOMY

Support the transition to a renewable energy economy in coordination with regional energy utilities and industries.

GOAL 5.2: Diversify the region's economic base.

POLICY-5.2.1: REGIONAL COLLABORATION

Promote a regional vision and shared goals for economic development in Pueblo County. Continue the regional approach and strategy for economic growth developed in the One Pueblo Plan including the identification of roles and responsibilities and regional partnerships.

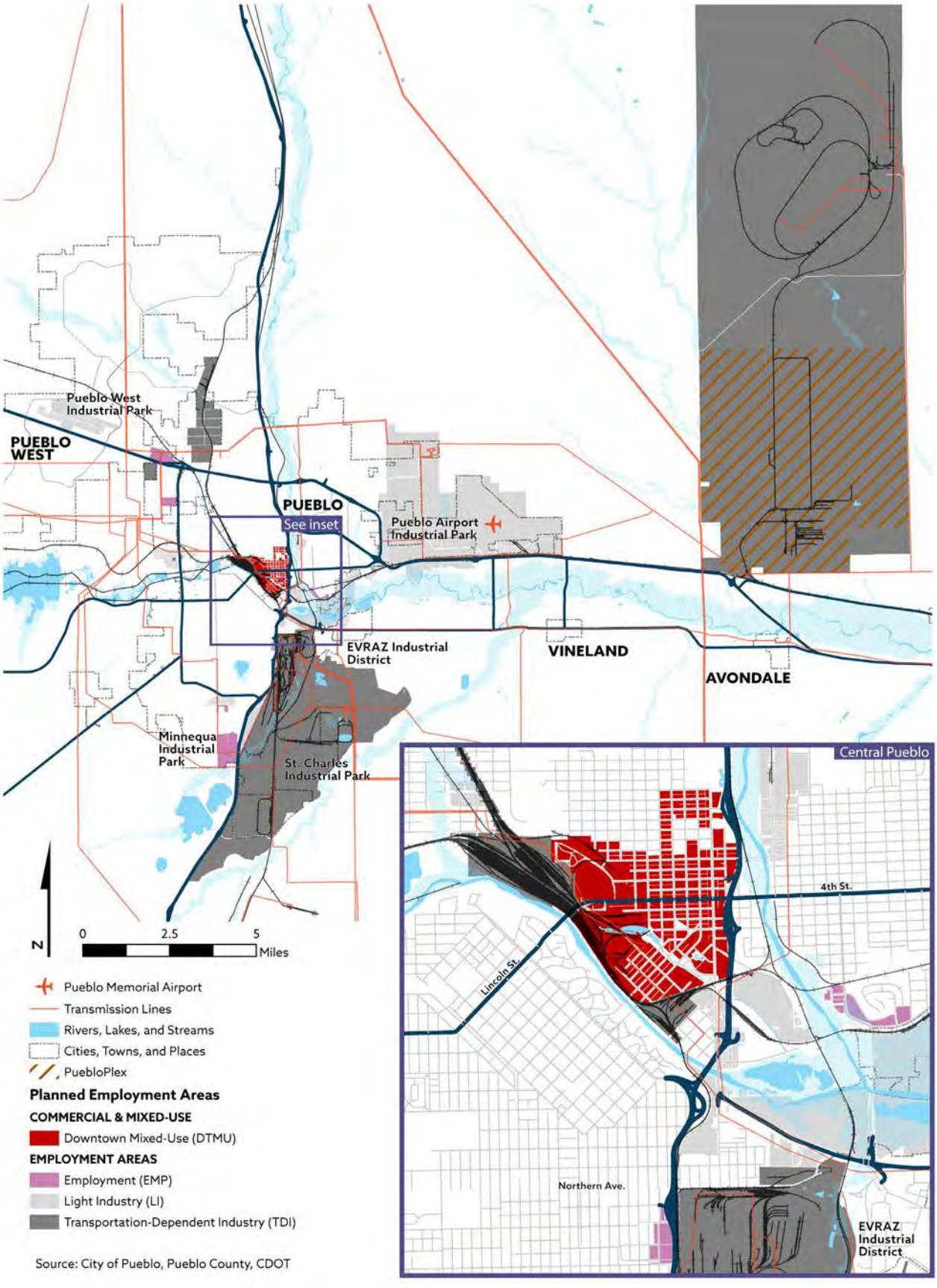
POLICY-5.2.2: PROTECT EMPLOYMENT LANDS

Ensure that land use plan prioritizes the region's planned employment areas. Invest in infrastructure and amenities that are needed to support retention and attraction of employers within the region's target industries to employment lands

POLICY-5.2.3: COMPATIBLE USES

Develop and update land use and development regulations that minimize impacts of employment uses, especially more land intensive uses such as solar power development and marijuana/hemp production, on the region. Explore ways to offset negative impacts through fees and regulations that still maintain the region's competitive advantage.

Planned Employment Areas





ECONOMIC DEVELOPMENT PARTNERS

Economic development in Pueblo County is supported by a large group of organizations, institutions, and public agencies, including PEDCO, the Greater Pueblo Chamber of Commerce, the Latino Chamber of Commerce of Pueblo, Pueblo West Chamber of Commerce, Greenhorn Chamber of Commerce, and others. Additional information about the region's economic development partners and efforts is provided in Appendix A: State of the County, along with information about the types of incentives available to current or prospective businesses.

GOAL 5.3: Support the growth, creation, and retention of small businesses and start-ups.

POLICY-5.3.1: SMALL BUSINESS SUPPORT

Provide resources and increase collaboration in the region for supporting entrepreneurship and small business. Identify champion partners to lead efforts around entrepreneurship and small business support.

POLICY-5.3.2: ACCESS TO CAPITAL

Provide opportunities for new and small businesses to access capital to support their growth and expansion.

POLICY-5.3.3: BUSINESS INCUBATION

Cultivate an environment that fosters innovation and new business creation through growing local collaboration, promotion of successful companies, creating a network of entrepreneurs and resource providers.

GOAL 5.4: Attract and train a regional workforce to meet the needs of the future.

POLICY-5.4.1: ATTRACT AND RETAIN WORKFORCE

Develop a regional plan for addressing gaps in workforce talent on an on-going basis and ensure that education resources are available to fulfill needs.

POLICY-5.4.2: TRAIN WORKERS FOR TOMORROW

Collaboratively work to educate students, parents, and educators of future jobs opportunities and the skills needed for those jobs. Work with school districts and area higher education institutions to provide programs that can build skills for residents that align with future needs in the region's target industries.

POLICY-5.4.3: GROW REGIONAL WORKFORCE

Promote the larger southern Colorado region's employment opportunities and quality of life to potential new residents and workers to grow the talent base in the region.



GOAL 5.5: Make it easy to do business in Pueblo.

POLICY-5.5.1: EASE OF DOING BUSINESSS

Increase the ease of development and doing business in the region by creating a coordinated "one stop shop" for customers come to gain permits, approvals, and resources for projects. Focus on increasing the ease of the experience for the customer to achieve their desired approval for projects.

POLICY-5.5.2: REGIONAL DEVELOPMENT COORDINATION

Develop and implement a regional approach to development review and coordination that increases collaboration, standardizes regulations and requirements, and leverages existing resources.

- Coordinated development processes
- Alignment of adopted goals and development regulations
- Collaboration on infrastructure and service provision
- Coordinated economic development

POLICY-5.5.3: REGIONAL COMPREHENSIVE PLAN ALIGNMENT

Incorporate the Regional Comprehensive Plan as part of day-to-day decision-making across the region. Apply the Plan consistently in the development review process, supporting projects and funding requests that are aligned with the guiding principles and goals in the Plan.

Measures of Success

Measure	Method	Baseline	Desired Trend	Source
Guiding Principle 5: A Future Ready Economy and Workforce				
Population and jobs	Number of residents and jobs (county)	168,424 (2019) 62,254 (2019)	Increase	PEDCO (Statsmerica, 2020)
Diverse Industries	Industry diversification	54.9% (2020)	Increase	PEDCO (EMSI, 2020)
Diverse Occupations	Occupation diversification	90.2% (2020)	Maintain or Increase	PEDCO (EMSI, 2020)
Wages	Average earnings distribution	Varies by Earner Cohort Median: $41,108 (2020)	Increase for all cohorts	PEDCO (EMSI, 2020)
Educated Workforce	Percent of population with more than a High School Diploma	40.4% (2020)	Increase	PEDCO (EMSI, 2020)
Targeted Industries	Jobs in target industries (food and beverage processing, aerospace and defense, chemical manufacturing, hemp-related industries, construction-related manufacturing, and professional and scientific services)	1,208; 3,591; 246; 928; 565; 2,777 (2020)	Increase	PEDCO (EMSI, 2020)

THIS PAGE INTENTIONALLY LEFT BLANK



GUIDING PRINCIPAL 6:

GROW SMARTER

Smart growth is sustainable and resilient growth. Pueblo County will encourage growth and development that bolsters the economic health and vibrancy of our region, while also conserving our natural resources and adapting our communities to a changing climate.



Why it is Important

For the last 40 years, growth in Pueblo County has occurred much more slowly than it has in other communities along the Front Range. While residents value the slower pace of life and measured growth, it has also presented challenges in terms of disinvestment in established communities, job creation, and a lack of housing diversity. Moving forward, Pueblo County has an opportunity to take a proactive role in determining where and how development will occur and attracting the types of development will be most beneficial to the region in the future. While greenfield development will continue to occur, a stronger focus on the revitalization of older areas of our communities is needed.

We must also ensure our development and infrastructure is resilient to the impacts of a changing climate. Models predict that the region will be most significantly impacted by the effects of extreme heat events and higher overall temperatures, making us vulnerable to drought, wildfire, and flooding. As we look to the future, it is essential that we adapt our built environment and minimize stress on our natural environment to minimize potential adverse effects on our people, property, and economy.



Regional Goals and Policies

GOAL 6.1: Promote a fiscally and environmentally responsible pattern of growth.

POLICY-6.1.1: COORDINATED PLANNING

Continue collaboration in planning among County, City, the Metropolitan Districts, and PACOG staff to implement coordinated decision-making that ensures the most efficient pattern of growth and development throughout the region.

POLICY-6.1.2: CONCENTRATED DEVELOPMENT

Encourage urban development in areas where adequate infrastructure and public facilities exist or are planned for by focusing growth within incorporated cities/towns and metropolitan districts in the County.

POLICY-6.1.3: NEW GROWTH AREAS

Evaluate proposed development in unicorporated areas based on the evaluation criteria for major projects provided in Section 3 to ensure future development is consistent with the goals and policies of this Plan and local/state regulations.

POLICY-6.1.4: ANNEXATION AREAS

Ensure annexations to the City of Pueblo can be served by existing or planned infrastructure and service providers. Utilize annexation criteria (detailed in the Growth Framework Section) that provide guidance on the areas that are suitable for urban development and annexation to the City of Pueblo.

POLICY-6.1.5: COMPACT DEVELOPMENT

Encourage and incentivize mixed-use development in central areas of the County with superior transportation access, proximity to existing or anticipated transit lines, and with proximity to jobs, goods, and services.

POLICY-6.1.6: PRIORTIZE INVESTMENT

Prioritize investment and allocation of resources to infrastructure and provision of services in developed areas in the city and metro districts and areas well suited to support new development.

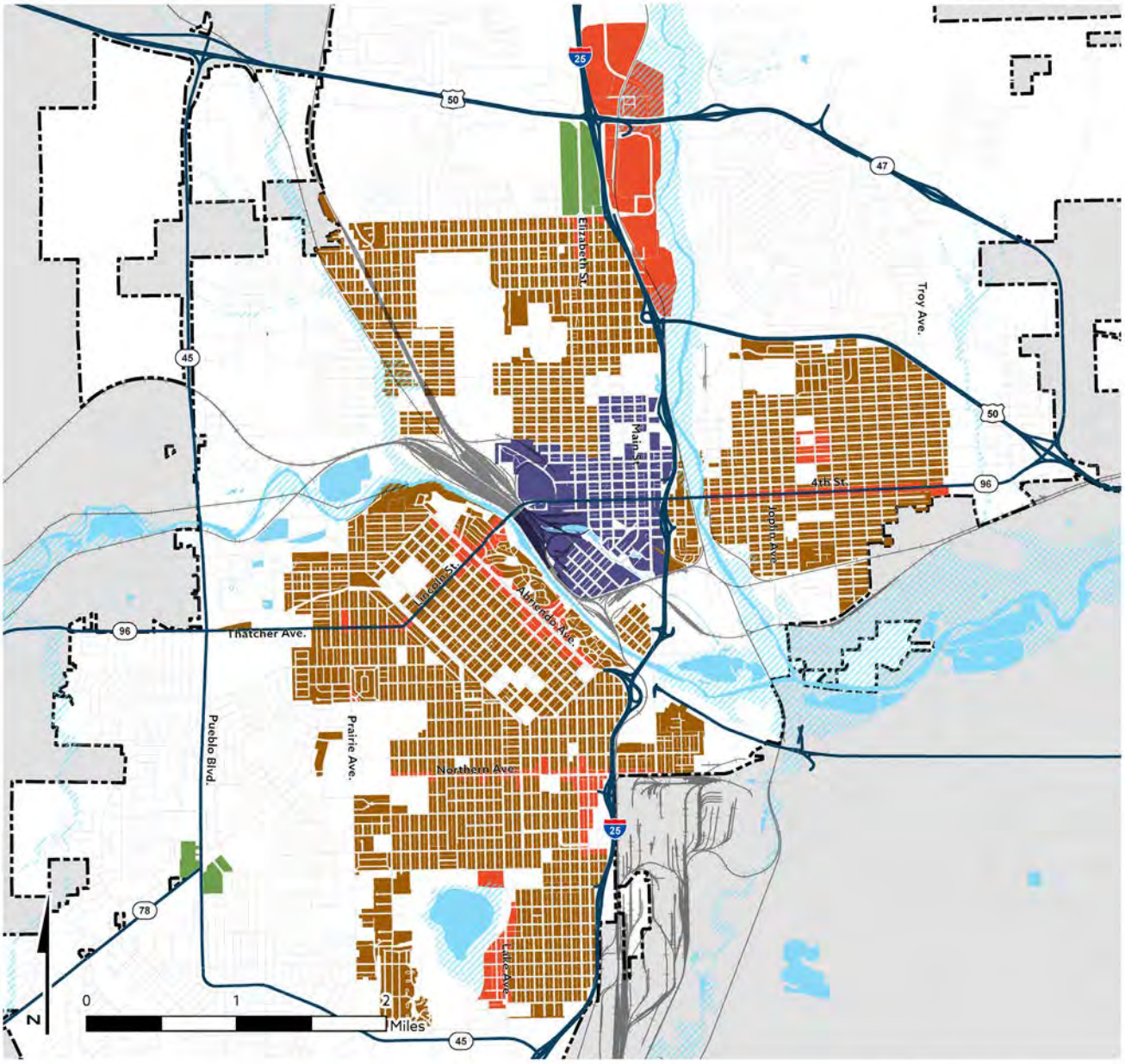
POLICY-6.1.7: FUNDING TO SUPPORT NEW DEVELOPMENT AREAS

Identify and implement funding tools that allow for the City, County, and/or Metro District to generate revenue to offset costs generated by new development and provide sustainable levels of services throughout the region.

POLICY-6.1.8: ENVIRONMENTALLY-SENSITIVE AREAS

Promote the conservation of environmentally-sensitive areas as part of future development, including, but not limited to significant wildlife habitats, steep slopes and arroyos, floodplains, prominent ridgelines, mature stands of trees, and other natural and scenic resources. [See also, Goal 6.5.]

Priority Areas for Infill and Redevelopment



Source: City of Pueblo, Pueblo County, CDOT





GOAL 6.2: Encourage infill and reinvestment in established communities and neighborhoods.

POLICY-6.2.1: DOWNTOWN REVITALIZATION

Continue to develop, support, and implement programs and projects with the objective of redevelopment and revitalization of Pueblo's downtown.

POLICY-6.2.2: REINVESTMENT IN CORE NEIGHBORHOODS

Encourage new development on vacant lands in existing developed areas and support reinvestment in existing buildings and parcels through adaptive reuse or redevelopment. [See also, Goal COP-2, Section 3.]

POLICY-6.2.3: UNDERUTILIZED CENTERS AND CORRIDORS

Prioritize projects that propose redevelopment of outdated, vacant, or underutilized commercial centers and strips throughout the region, including consideration of changing uses permitted in such locations to allow more residential or mixed-use development. [See also, Goal COP-3, Section 3.]

POLICY-6.2.4: REDEVELOPMENT AREAS

With the identification of priority redevelopment areas in the City, County, and Metro District, jointly pursue coordinated plans for attracting the kind of redevelopment projects that will produce the desired development in these areas.

POLICY-6.2.5: BROWNFIELD REMEDIATION

Continue efforts towards the remediation of identified brownfields, including cooperation with the EPA and state health department in the on-going cleanup of the Colorado Smelter site and former Pueblo Chemical Depot (PuebloPlex) to enable the rehabilitation and redevelopment of previously contaminated land.

POLICY-6.2.6: RURAL COMMUNITIES

Enable rural communities to prosper through support for sustainable and context-appropriate development projects, combined with ongoing efforts to maintain and expand infrastructure as warranted by current demand and growth capacity in different rural communities.



REGIONAL WATER PROVIDERS AND CONSERVATION EFFORTS

Pueblo County is served by seven individual water service districts, some of which also provide wastewater service. Residents outside these service districts typically rely on individual wells and septic systems. A brief overview of each provider's service area, current and projected service levels, and usage parameters is provided in Appendix A: State of the County Report. Most of the region's water service districts have conservation plans in place (and periodically update these plans) that account for increased uncertainty surrounding the effects of climate change and establish specific conservation targets and measures. While conservation targets and measures vary by service provider, this Comprehensive Plan supports the implementation of stronger conservation measures across the region, consistent with The Colorado Water Plan.

GOAL 6.3: Conserve and protect the region's water resources.

POLICY-6.3.1: WATER SUPPLY AND DEMAND FORECASTS

Continue initiatives that establish and monitor demand forecasts for available water supply serving communities throughout the County, considering projected increased demand because of growth and development and any foreseen constrictions in supply, to ascertain supply availability meets or exceeds projected demand.

POLICY-6.3.2: ALTERNATIVE AGRICULTURAL TRANSFERS

Collaborate with water providers, landowners, conservation organizations, and other stakeholders on the implementation of Alternative Agricultural Transfer agreements to allow for more easily facilitated water sharing agreements between users, and to lessen frequency of permanent transfer of rights from agricultural lands for use in enabling new development.

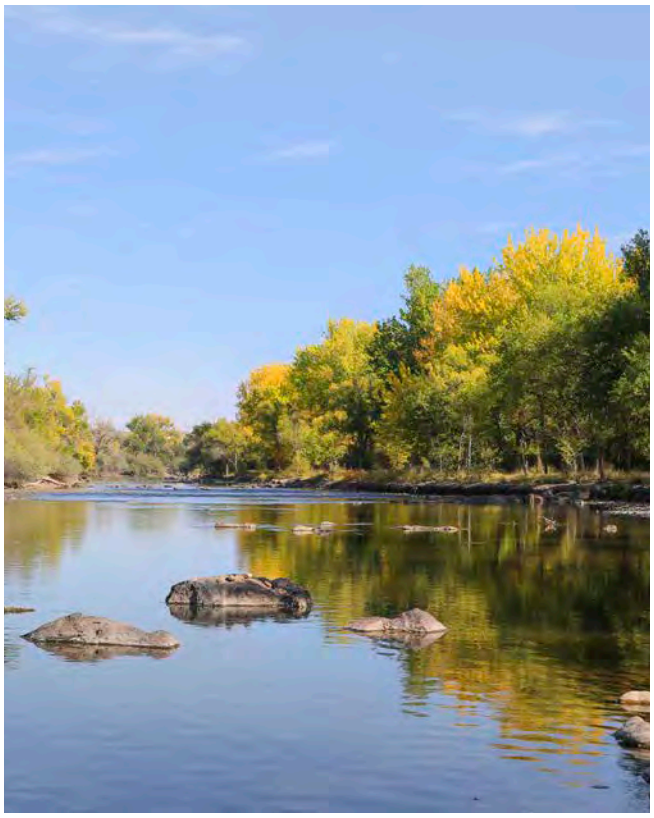
POLICY-6.3.3: LONG-TERM SUPPLY REQUIREMENT (FOR MAJOR DEVELOPMENTS)

Require that major developments demonstrate sufficient long-term water availability to support the proposed development prior to approval. [See also, Section 3, Infrastructure and Services.]

POLICY-6.3.4: STORMWATER MANAGEMENT

Continue to support compliance with MS4 permit terms by enhancing stormwater management facilities that minimize runoff and improve the quality of the stormwater in streams and creeks, maintaining drainage facilities, installing new infrastructure to reduce flooding, and ensuring that new development meets all required provisions.





POLICY-6.3.5: WATER RESOURCES

Support the region's water districts in efforts to secure adequate or expanded water supply resources to meet current and projected water demands, maintain and expand delivery infrastructure as needed, and implement water conservation measures. Explore the feasibility of interconnecting infrastructure between jurisdictions for emergencies and redundancy.

POLICY-6.3.6: WATER QUALITY

Continue to monitor and improve water quality in the region, working to reduce discharges, elevated water temperatures, and pollutant levels, in accordance with the County's Water Quality Management Plan.

POLICY-6.3.7: IMPAIRED WATER BODIES

Continue working towards compliance with Clean Water Act regulations through monitoring and rehabilitation of impaired water bodies by reducing pollutant loads and elevated water temperatures.

POLICY-6.3.8: WATER CONSERVATION

Support the expansion of water conservation efforts through programs and regulations that reduce domestic water use, including reduced use of irrigation water by expanding drought-tolerant landscaping, grey water recycling programs, and installation of water-efficient landscape irrigation systems, among other initiatives.

POLICY-6.3.9: RIVER CORRIDORS

Collaborate on efforts to improve and maintain water quality in the Arkansas River, Fountain Creek, and other rivers, creeks, and streams in the region, so they support various uses, including fishing, swimming, and provision of drinking water.

POLICY-6.3.10: SURPLUS WATER ALLOCATION

Prioritize intra-county use of surplus water to ensure surplus water serves Pueblo County needs whenever possible—municipal, industrial, and agricultural—ahead of non-Pueblo County needs.

GOAL 6.4: Lead the way in renewable energy.

POLICY-6.4.1: RENEWABLE ENERGY

Pursue the energy-related goal of 100 percent renewable energy use for electricity consumption in 2035 through support for the expansion of additional means of renewable energy provision, including wind, hydro-electric, and other renewable sources, as appropriate for development and installation throughout the region.

POLICY-6.4.2: SOLAR FACILITIES

Continue to support the expansion of solar facilities in appropriate locations throughout the region. Prioritize the development of solar faciliates on sites where impacts on residential neighborhoods, prime agricultural lands, sensitive natural areas, views, and other sensitive uses are minimized, while also allowing for access to critical infrastructure, like transmission lines.

POLICY-6.4.3: ENERGY EFFICIENCY

Continue pursuing improvements in energy efficiency through programs, strategies, and goals identified in the Community Energy Plan, and expand these efforts as feasible with new programs and initiatives targeted at the groups identified in the Energy Plan.

POLICY-6.4.4: EMERGING TECHNOLOGIES

Support the development and implementation of new energy technologies that promote sustainability and the mitigation or sequestration of greenhouse gas emissions.

POLICY-6.4.5: INFRASTRUCTURE

Continue to advance strategies that expand the availability of EV charging infrastructure in Pueblo County through support for the implementation of the Pueblo County Electric Vehicle Readiness Plan and ongoing collaboration with regional utility providers.



SOLAR FACILITY DEFINITONS

To support the goal of 100 percent renewable energy the region will continue to support the expansion of solar facilities at a variety of scales depending on their location and purpose. Solar facilities generally fall into one the following categories:

Solar Facility, Small-Scale

A facility that generates electricity from sunlight and that comprises an area of less than one acre. This size is approximately equivalent to a rated capacity of about ten kilowatts (kW) to 250 kW alternating current. Facilities are generally used to reduce onsite consumption of utility power for residential, agricultural, commercial, and industrial applications.

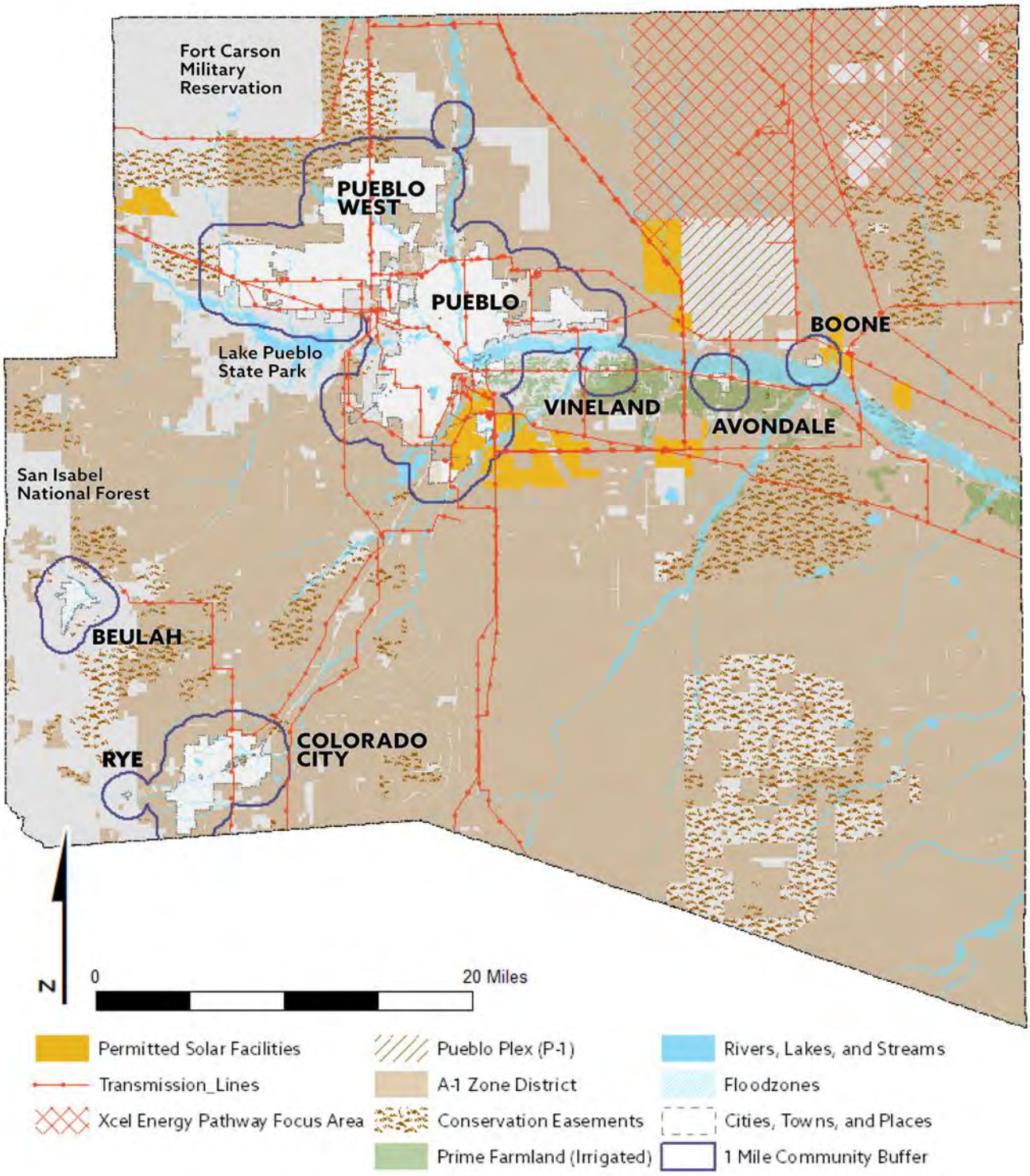
Solar Facility, Medium-Scale

A facility that generates electricity from sunlight and that comprises an area between one to ten acres. This size is approximately equivalent to a rated capacity of about 250 kW to one megawatt (MW) alternating current. Facilities are generally used to reduce onsite consumption of utility power for commercial and industrial applications.

Solar Facility, Utility-Scale

A facility that generates electricity from sunlight and that comprises an area of more than ten acres. This size is approximately equivalent to a rated capacity of about one megawatt (MW) alternating current or greater. Facilities are generally used to provide electricity to a utility provider.

Solar Siting Considerations



Boundaries and data current as of 11/1/21. This information is updated from time to time and is available online.

Source: Pueblo County, USDA, US Energy Atlas, Xcel Energy



SOLAR SITING CONSIDERATIONS

The Pueblo region has been on the forefront of the transition to renewable energy. As part of the effort to be a state and national leader in the growth of renewable energy generation, Pueblo County supports the development of solar facilities in unincorporated areas. Solar facilities should be sited in areas that have lowest impact on sensitive natural areas, existing neighborhoods, Prime (Irrigated) Farmland, views, and other sensitive features and the best access to necessary infrastructure, like transmission lines. This map highlights key considerations for siting solar facilities in unincorporated Pueblo County.





GOAL 6.5: Reduce the region's risk from climate change and natural hazards.

POLICY-6.5.1: INFRASTRUCTURE SITING

Assess the resilience of existing infrastructure, such as roads, water and sewer systems, and the energy grid, in withstanding existing climate threats such as extreme heat, drought, flooding and fires, and identify any improvements or alterations that could increase resilience. When siting new infrastructure, incorporate resilience considerations in advance of determining locations for new facilities and structures.

POLICY-6.5.2: RESILIENCE TO CLIMATE CHANGE

Support implementation of mitigation measures to reduce impacts from primary climate change hazards (drought, extreme heat, wildfire, flooding, vector-borne disease) as identified in the Natural Hazard Mitigation Plan for Pueblo County as amended.

POLICY-6.5.3: COORDINATED HAZARD MITIGATION PLANNING

Implement coordinated natural hazard mitigation strategies as identified in the Natural Hazard Mitigation Plan for Pueblo County, and disaster response planning across County, City and Metro District entities, to reduce risk to natural hazard exposures throughout the County and increase efficiency in responding to disaster events such as flood or wildfire.

POLICY-6.5.4: FLOODPLAIN REGULATION

Continue implementation of floodplain regulations to protect against development in flood zones, mitigate identified risks, and maintain the community's rating in the National Flood Insurance Program.

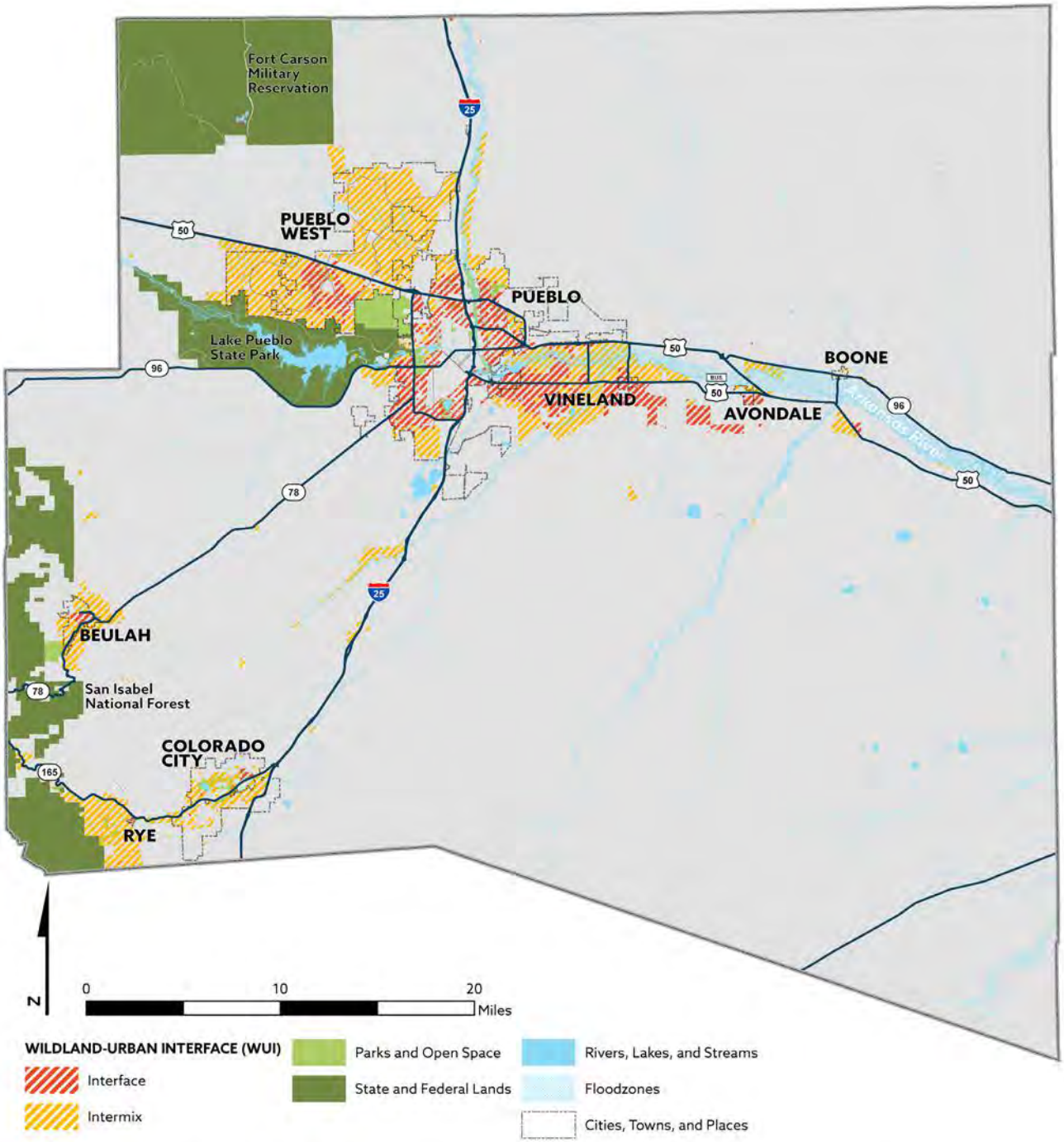
POLICY-6.5.5: WILDLAND URBAN INTERFACE

Reduce the danger of losses from wildfire by actively managing wildland urban interface areas in the County, limiting the encroachment of development in these sensitive areas. Collaborate with rural and volunteer fire departments on the development of Community Wildfire Protection Plans for areas with the greatest risk.

POLICY-6.5.6: MITIGATION OF URBAN HEAT ISLAND EFFECT

Reduce the heat island effect in urbanized areas of the region through the incorporation of site and building features that reduce heat generation and concentration, including measures such as shade trees and reflective materials, green roofs, and cool pavements materials.

Pueblo County Wildland-Urban Interface



"Interface" includes developed areas that have sparse or no wildland vegetation, but are within close proximity of a large patch of wildland.
"Intermix" includes areas where houses and wildland vegetation directly intermingle.

The Colorado State Forester also maintains mapping data related to wildfire risk at: http://csfs.colostate.edu

Source: SILVIS Lab, Pueblo County, CDOT, CDPHE





GOAL 6.6: Build sustainable buildings and infrastructure.

POLICY-6.6.1: MUNICIPAL FACILITIES

Continue efforts to implement goals related identified in the Pueblo County Community Energy Plan, including use of 100 percent renewable energy for electricity consumption in the County by 2035, and investing in energy efficiency, renewable energy, and innovative energy technologies at Pueblo County facilities.

POLICY-6.6.2: GREEN BUILDINGS

Encourage development that incorporates "green" design and building techniques, to lower energy consumption, maximize passive cooling and heating through building orientation, prioritize use of environmentally-certified building materials, and include energy efficient building components (windows, doors, insulation) and appliances.

POLICY-6.6.3: GREEN INFRASTRUCTURE

Emphasize inclusion of green infrastructure into proposed development, scaling from individual sites to neighborhood wide initiatives, possibly including district energy, permeable pavers, bioswales, rainwater harvesting, and greywater recycling, among other related features.

POLICY-6.6.4: XERIC AND NATIVE LANDSCAPING

Encourage the widespread use of landscaping materials that are suited to the local climate, including native plants and those that require low water usage, and are drought- and heat-tolerant.

POLICY-6.6.5: POLICY-6.6.5 RESIDENTIAL RETROFITS AND WEATHERIZATION

Promote increased participation in residential weatherization programs that help homeowners, with a particular focus on participation by low-income owners, to improve the energy efficiency of their dwellings through installation of insulation, energy-efficient upgrades to fixtures and appliances, and tune-ups for existing heating and cooling systems.

GOAL 6.7: Conserve and enhance the region's watersheds and natural resources.

POLICY-6.7.1: PROTECTION OF SENSITIVE NATURAL AREAS

Continue to administer, and expand where necessary, programs that protect critical habitat, prime irrigated farmland, floodplain, forest, and other environmentally sensitive areas from encroachment by development or other incompatible land use.

POLICY-6.7.2: STATE AND FEDERAL LANDS

Coordinate with Colorado Parks and Wildlife, U.S. Forest Service, State Land Board Stewardship Trust, and other state and federal partners regarding the use and administration of state and federal lands in Pueblo County, including Lake Pueblo State Park, Fort Carson, San Isabel National Forest, and PuebloPlex (the former Pueblo Chemical Depot), among other sites.

POLICY-6.7.3: RESOURCE EXTRACTION/RECLAMATION

Support the extraction of subsurface resources in accordance with state law. Continue reclamation efforts on land disturbed through resource extraction efforts. Where new extraction proposals are put forward, ensure that there are provisions for restoration and reclamation conducted by the company when extraction efforts are concluded. Require processing facilities for resource extraction operations to limit negative impacts on adjacent properties.

POLICY-6.7.4: GROUNDWATER PROTECTION

Pursue land use and vegetation management practices that protect from aquifer contamination, while supporting initiatives that divert potentially overtaxing, harmful, or inappropriate development away from areas reaching water availability limits or with high groundwater recharge potential.

Measures of Success

Measure	Method	Baseline	Desired Trend	Source
Guiding Principle 6: Growing Smarter				
Infill/redevelopment	Development permits in priority infill/redevelopment areas (residential units/non-residential square feet)	--	Increase	Pueblo Regional Building Dept.
Water Use	Gallons per capita water demand (systemwide)	Pueblo Water: 207 (2019) Pueblo West: 158 (2019)	Maintain/ Decrease	Districts
Renewable Energy	Percent of energy from renewable sources	BHE: 30% (2020) SIEA: 35.3% Xcel: 32% (2020)	Increase	EDGIS, Xcel, BHE, SIEA
Energy Efficiency	Permits for energy efficient remodeling, retrofits, or new Net Zero homes	--	Increase	Pueblo Regional Building Dept.
Vacant Buildings	Number of vacant buildings	--	Decrease	USPS, HUD



GUIDING PRINCIPAL 7:

STRONG LOCAL AND REGIONAL CONNECTIONS

Community leaders, businesses, local organizations, and residents recognize that a collaborative and connected region is a more resilient region. Together, we will work to improve transportation systems and infrastructure, provide services and amenities, and enhance our local and regional ties.



Why it is Important

Issues of economic development, housing, transportation, environmental sustainability, and providing adequate services to residents rarely follow jurisdictional boundaries. Despite Pueblo County's size and geographic diversity, the challenges facing one community in the region are often shared by others. Similarly, many residents live in one community, but must work, shop, and/or recreate in a different Pueblo County community, with most of these kinds of daily trips currently requiring a car. However, demand for infrastructure that supports alternative modes of travel—such as walking, bicycling, and taking transit—is growing. Mobility will also be an increasing issue for older residents—a growing percentage of the population—who are no longer able to drive cars, but still need to access services and move around their individual communities and the region.

All communities in our region, both large and small, can benefit from regional planning and collaboration. Pueblo County communities and stakeholders have a long history of working together on issues and opportunities of regional significance. We are committed to continued collaboration on not just the transportation that connects us, but also on projects and initiatives that will enhance the quality of life of our residents and the collective success of our region—broadband, energy, jobs, tourism, and others.



Regional Goals and Policies

GOAL 7.1: Provide a safe, efficient, and reliable regional transportation system for all modes.

POLICY-7.1.1: COORDINATED LONG-RANGE TRANSPORTATION PLANNING

Continue to participate in and support the efforts of the Pueblo Area Council of Governments metropolitan planning organization (PACOG MPO) and work collaboratively to implement the initiatives outlined in the County's Long-Range Transportation Plan, as amended.

POLICY-7.1.2: SUPPORTIVE LAND USE PATTERNS

Promote more compact, higher-density land use patterns in areas where such development is appropriate, with the aim of achieving density levels that can support the operation and possible expansion of transit.

POLICY-7.1.3: RIGHT-OF-WAY PRESERVATION

Preserve right-of-way for the planned expansion of the regional transportation network in accordance with the LRTP. Consider right-of-way vacation requests only be considered when there is no possibility for the potentially vacated land to be used for future transportation system connections or expansions.

POLICY-7.1.4: SYSTEM MAINTENANCE

Collaborate to prioritize and implement system maintenance on the region's transportation infrastructure components, including roadways, bike paths, trails, and sidewalks.

POLICY-7.1.5: STREET AND HIGHWAYS

Continue implementation of improvements, expansion, and maintenance of the region's streets and highways, to support safe, efficient, and convenient travel by car. Support future safety plans to identify and address systemic issues throughout the County.

GOAL 7.2: Expand transportation connections to, from, and within the region.

POLICY-7.2.1: REGIONAL BUS

Monitor service level for regional bus connections between Pueblo and Colorado Springs, Denver, and elsewhere, and propose service level enhancements as warranted by extent of passenger usage.

POLICY-7.2.2: REGIONAL RAIL

Collaborate with the Union Pacific (UP) and Burlington Northern and Santa Fe (BNSF) railroads and other public and private stakeholders on plans for potential future passenger rail service to and from the region, including national Amtrak rail connections and the development of regional Front Range Rail service to link Pueblo with other front range communities and beyond.



POLICY-7.2.3: AIRPORT OPERATIONS

Support the continued operation of commercial passenger air service from the Pueblo Memorial airport, pursue opportunities to expand the frequency of flights and number of destinations served, as appropriate based on level of passenger demand.

POLICY-7.2.4: FREIGHT CAPACITY

Monitor the quantity of goods transported through the region's freight systems and seek to expand the region's centrality as a distribution and exchange center for goods transiting through the region.

GOAL 7.3: Encourage and prioritize the use of alternative forms of transportation.

POLICY-7.3.1: GREENHOUSE GAS EMMISSIONS

Reduce greenhouse gas emissions by expanding transit access, providing safe and convenient opportunities to walk or ride a bicycle between major destinations, and encouraging land use patterns and infrastructure investments that reduce reliance on single occupancy vehicles.

POLICY-7.3.2: PUEBLO TRANSIT

Coordinate support for Pueblo Transit to provide frequent, reliable, and convenient transit access to residents throughout the system's service area, encompassing the largest feasible extent for route coverage, in pursuit of the goal to have all residents within one-quarter mile of a transit stop. Revisit the feasiblity of extending transit to Pueblo West and other regional destinations as future development and community interest warrants.

POLICY-7.3.3: BICYCLE AND PEDESTRIAN CONNECTIVITY

Coordinate initiatives to enhance connectivity of pedestrian infrastructure such as sidewalks and trails, as well as bike trails and lanes, with priorities as identified in the County's Long-Range Transportation Plan and Bicycle and Pedestrian Master Plan, as amended.

POLICY-7.3.4: POLICY-7.3.3 COMPLETE STREETS

Seek opportunities to implement Complete Streets initiatives, as appropriate to context and location, in County infrastructure projects, to expand safe, convenient transportation routes for bicyclists, pedestrians, transit riders, and drivers.

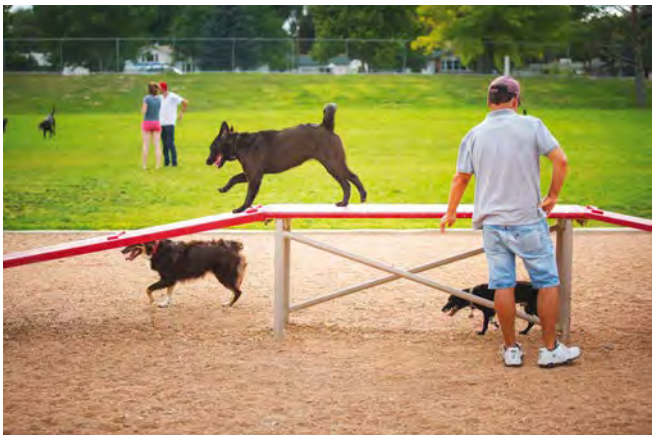
POLICY-7.3.5: CONTEXT-SENSITIVE DESIGN

Where complete streets are not feasible or appropriate, tailor provision of infrastructure such as curb, gutter, sidewalks, and bike lanes to the development context, focusing on adequate connectivity that matches with rural, suburban, or urban development context.

POLICY-7.3.6: AMERICANS FOR DISABILITIES ACT

Continue to build, maintain, and improve pedestrian facilities to achieve full compliance with the Americans for Disabilities Act (ADA).





GOAL 7.4: Collaborate regionally to provide access to quality services and amenities.

POLICY-7.4.1: JOINT PLANNING EFFORTS

Work with City, Metro Districts, and other County department staff to coordinate the greatest possible extent of service provision; along with access to, and coordinated expansion and maintenance of amenities, with allotted resources.

POLICY-7.4.2: INTERAGENCY PARTNERSHIPS

Continue to expand a culture of collaboration among metro districts, government departments, and outside agencies and organizations, to facilitate coordinated programs and service provision to residents of the region.

POLICY-7.4.3: SHARED USE FACILITIES & PROGRAMMING

Collaborate across jurisdictions to maximize efficiency in determining the location, operation, and potential expansion of facilities and programming that serves residents from around the region (as opposed to facilities such as schools that operate on jurisdiction-specific basis).

POLICY-7.4.4: DEVELOPMENT REVIEW

For projects of regional significance, those that cross jurisdictional boundaries, or projects whose impacts extend across jurisdictional boundaries, coordinate development review to ensure shared goals and objectives are prioritized as considerations in the review process.

Measures of Success

Measure	Method	Baseline	Desired Trend	Source
Guiding Principle 7: Strong Local and Regional Connections				
Bike Lanes and Trails	Miles of multi-purpose trails and bike lanes	125 mi. (2021)	Increase	EDGIS
Mode Share	Percent of commuters walking, biking, taking transit, working from home, carpooling, and other	1.6%, 0.6%, 0.1%, 3.2%, 14.2%, 1% (2019)	Increase	PACOG, U.S. Census Bureau
Internet Access	Percent of households with broadband (cable, fiber optic, or DSL) connection	64.8% (2019)	Increase	U.S. Census Bureau



SECTION 3

REGIONAL DEVELOPMENT PLAN

ABOUT THIS SECTION

By 2040, Pueblo County is forecast to add approximately 29,000 new residents. This translates into an estimated 14,700 new households and 13,319 new jobs. The choices we make today about where and how to accommodate this growth will play a direct role in our future quality of life and resilience as a region.

This Regional Development Plan establishes a framework for accommodating forecast residents and jobs and provides guidance to help the region consider other opportunities as they arise. It addresses the many factors that influence where and how the region will grow in the future:

- Regional Growth Priorities
- Infrastructure and Services
- Evaluation Criteria for Major Projects
- Future Land Use Plan
- Area-Specific Goals and Policies

Information in this section should be applied in conjunction with the goals and policies in Section 2, applicable zoning and development regulations, and relevant sub-area or service plans. This section is intended as a tool for staff, property owners, developers, partner agencies, service providers, elected and appointed officials, and others to help guide long-range plans as well as day-to-day decision-making.



GROWTH PRIORITIES

INFRASTRUCTURE & SERVICES

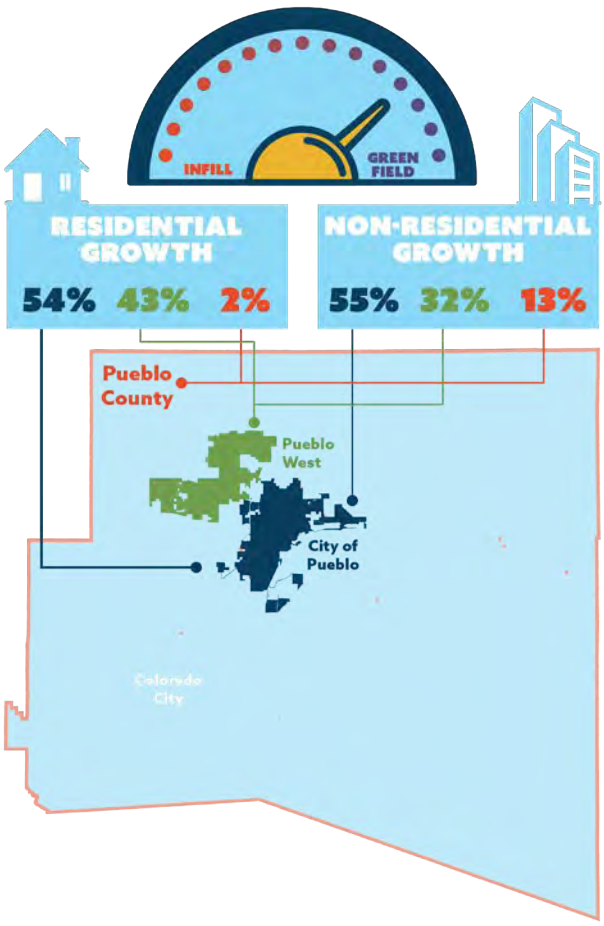
FUTURE LAND USE PLAN

GOALS & POLICIES

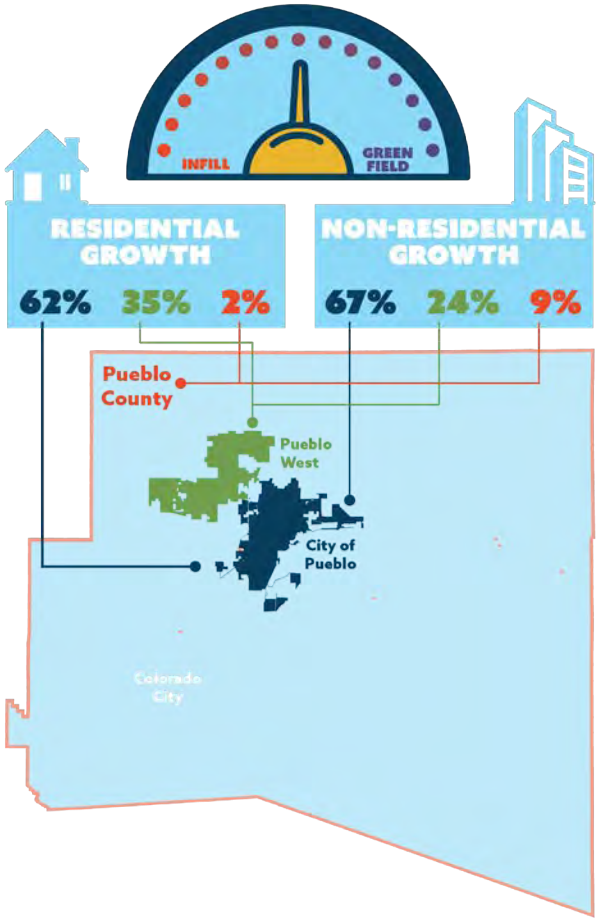
REGIONAL GROWTH SCENARIOS

Three growth scenarios were developed as part of the Regional Comprehensive Plan process to explore different assumptions about where forecast demand for residential and non-residential development might occur over the 20-year planning horizon, and to evaluate possible benefits and trade-offs associated with different assumptions:

SCENARIO A



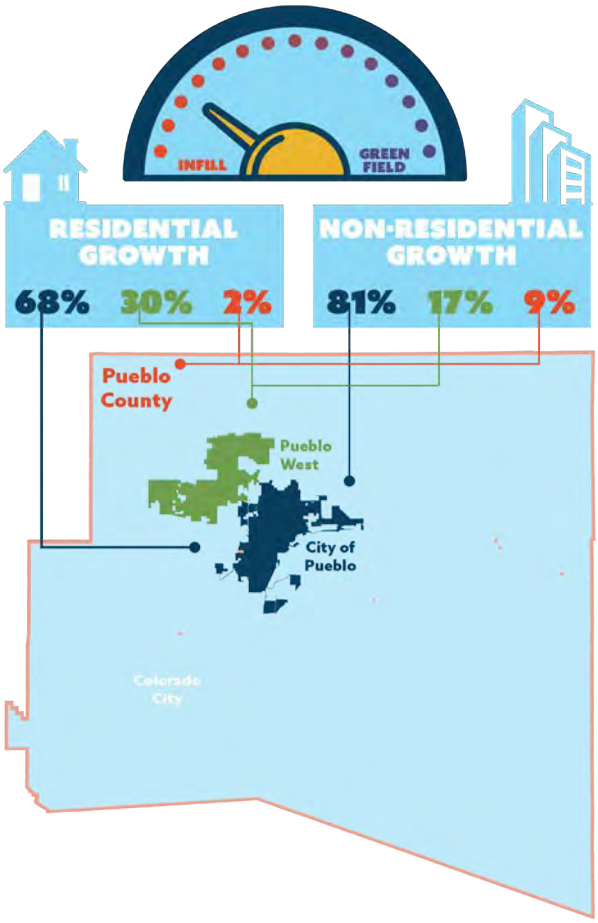
SCENARIO B



Scenario A: Twin Cities/Outward Expansion. Pueblo West continues to grow at a faster rate than the City of Pueblo and attracts more residential and non-residential development, leading it to become more of a "full-service community." Growth extends north along the east side of I-25, either as part of a future annexation into the City of Pueblo, or as part of new, standalone metropolitan district (similar to Pueblo West).

Scenario B: Central City Revitalization. The City of Pueblo captures an increasing share of residential and non-residential development, with a focus on the revitalization of Downtown Pueblo and core area neighborhoods and limiting future annexations. Market demand for a range of lifestyle options continues to drive growth in Pueblo West and other areas of the County but to a lesser degree than in Scenario A.

SCENARIO C



Scenario C: Regional Centers. "All-in" focus on directing the majority of residential and non-residential development to areas already served by infrastructure and services. Downtown Pueblo's role as a regional center is solidified through substantial growth and reinvestment, while a second full-service community/regional center emerges near I-25 and Highway 50.

Each scenario was evaluated to determine its potential impact on fiscal health, mix of land uses, housing diversity, loss of prime agricultural land, infill vs. greenfield development, water and energy consumption, alignment with the region's Long-Range Transportation Plan, and access to services and amenities. (See Appendix C: Scenario Outreach Materials and Appendix B: Fiscal Impact Analysis Findings for additional detail.)

PREFERRED GROWTH SCENARIO

Community and stakeholder input on the future growth scenarios and associated policy considerations reflected strong support for both Scenario B and C. Common themes reflected in both Scenario B and C included a focus on:

- Infill and revitalization
- Compact development
- Expanding housing options
- Promoting efficient and fiscally-sound infrastructure investments
- Preserving prime agricultural lands
- Promoting sustainable development practices

With these priorities in mind, the Future Land Use Plan assumes that the majority of future growth and development in the region over the next ten to twenty years will be directed to areas within or immediately adjacent to the City of Pueblo, within the Pueblo West Metropolitan District, and within planned employment areas. While a limited amount of future development is expected to continue in Colorado City and in Rural Communities throughout Pueblo County, growth in these areas will be limited by access to infrastructure and services and market demand.

While an "inward" focus emerged as a strong priority for the region, there was also an acknowledgement that future annexation requests and other proposals for development outside of established communities and metropolitan districts would continue to be brought forward over time, and that clear guidance on the evaluation of potential benefits and trade-offs associated with major projects in the context of the region's vision was needed.







Fiscal Impact Analysis Findings

A fiscal impact analysis was completed to support the development of the Regional Comprehensive Plan. The analysis evaluated the on-going, annual impact of different uses will have on the City of Pueblo, Pueblo West Metropolitan District, and Pueblo County. The purpose was to understand impacts of different land use choices to help guide the Plan's policies. The three growth scenarios described above were modeled to understand the impacts. A summary of key findings is provided below. Appendix B: Fiscal Impact Analysis Findings provides more detailed information.

City of Pueblo

The analysis of the fiscal impact of new development on the City of Pueblo focused on the City's General Fund and Street Repair Fund. The analysis found three major findings that impact the growth policies for the region. First, new growth captured within the City of Pueblo (vs. in unincorporated areas) is most beneficial to the City's fiscal health, specifically capture of retail development and primary employment is more beneficial within the city. Second, the City's fiscal health is optimized when there is a balance between residential and non-residential development. Third, the location of growth has a significant impact on the fiscal health of the City. New development that occurs outside of existing service areas (e.g., through future annexations) is more likely to create a negative fiscal impact. If the City annexes an area that is outside of existing service locations for services like fire protection and wastewater, the need for significant capital improvements increases. Furthermore, if development occurs in areas where existing infrastructure is not of sufficient size/capacity to meet demand, the burden for expanding capacity often falls on the developer. This burden can reduce the feasibility of new projects even for areas inside the city's current boundaries. Tools are needed to support the coordinated expansion of infrastructure in preferred growth areas. The City should also limit or not-allow annexation into areas that are not—or cannot—be served within existing/planned service areas.

Pueblo West

The fiscal impact analysis of new development within the Pueblo West Metropolitan District focused on the district's Streets and Roads Fund. All three scenarios create a net fiscal benefit to the district assuming current service levels. For the district, commercial and service uses generate a net fiscal positive impact. Large lot single family and industrial uses are the least beneficial due to the increased roadway maintenance costs associated with those uses. The evaluation of the scenarios illustrates the need for the district to expand its commercial uses in concert with additional residential growth to maintain fiscal balance. The recently instituted sales tax supporting fire service capital expansion and expanded operations will allow the district to accommodate the forecasted potential growth in the area. The major consideration for the district and its residents is whether current levels of service provided by the district for services such as road maintenance, parks and recreation, and fire service are sustainable and desired over the plan horizon. Increased demands for services and infrastructure will necessitate the district to explore other funding options.

Pueblo County

The evaluation of fiscal impacts on Pueblo County focused on the County's General Fund and Road & Bridge Fund. The analysis illustrates that new development in the unincorporated portion would have greater negative impact on the County's budget than would new development that occurs within existing municipalities or metro districts. New "urban" development within the unincorporated portion of the County necessitates new infrastructure that will have to be maintained by the County. Any large development projects in the unincorporated portion of the County will need the support of public financing and service provision tools, such as a metropolitan district. New development should be encouraged to locate within existing municipalities or metropolitan districts. Some larger industrial uses are suitable within the unincorporated portions of the County when located near existing employment centers and close to the City of Pueblo city limits (e.g., near the airport). The County should only consider approval of large development projects if they meet the criteria provided in this Regional Development Plan and in accordance with the County's code. Evaluation criteria and guidance for these types of projects is provided within this section of the plan.

Far North Annexation or New Metropolitan District

The City of Pueblo and Pueblo County have received interest from developers at different points in time about the potential for development of a large master planned community a significant distance away from the City of Pueblo in the northern portion of the county. This type of development would need to be annexed or supported through the creation of a new metropolitan district. The fiscal impacts of this type of development on the City and the County were evaluated to guide policy. While this type of development could create the opportunity to expand the potential capture of growth in the County due to its location near other major growth centers (e.g., Colorado Springs), these types of projects would have significant impacts on the City and/or County if approved. The extension of trunk infrastructure (water, sewer, and roadways) would be needed, along with the provision of services (fire, police, etc.), which may create capacity issues for utilities beyond just the connection to the systems. The cost to extend services and infrastructure should be borne by the development, but on-going increases in cost to serve would also be likely for the City and/County. These and other issues would need to be addressed prior to approval of an actual project. This plan includes a set of evaluation criteria to help guide future discussions (See page 98-100).

INFRASTRUCTURE AND SERVICES

Responsibilities for providing infrastructure improvements and services necessitated by development vary by location. This subsection provides an overview of infrastructure and service providers and responsibilities for the City of Pueblo, Metropolitan Districts (Pueblo West and Colorado City), and unincorporated Pueblo County. This overview focuses generally on who provides which services, who maintains them, how they are funded.

Appendix A: State of the County provides additional detail about existing levels of service, infrastructure capacity, and other infrastructure and service considerations relative to individual service providers. In addition, the Area-Specific Goals and Policies in this section address land use considerations influenced by the availability (or lack thereof) of infrastructure and services in different areas.



City of Pueblo

The City of Pueblo and its related utility enterprises provide services to residents of the City in most cases, aside from public education. The entity responsible for building new infrastructure or providing expanded services varies in depending on the context and service provided. Most the burden of infrastructure expansion falls on the developer, while the burden of expansion of services falls on the City. A project developer is required to build and provide all needed water and sewer mains, service lines, local/internal streets, and expansion of existing water and sewer mains and roadways needed to meet increased demands from the project. Developers can be reimbursed for some costs related to trunk infrastructure expansions from future developments/users of the infrastructure; however, this is not guaranteed and is dependent on the timing of other development projects.

The City of Pueblo does have a system for funding regional needs for water, sewer, and parks that new developments must pay in to, but the responsibility to build and maintain the infrastructure needed to provide ample capacity for service is the City's. New water and sewer users must pay connection fees and plant investment fees that generate funding for capacity expansion. For parks, new development can either dedicate land for park facilities or pay fee in lieu of dedication that the city can use to build new parks and facilities.

The current approach to funding new infrastructure places the cost of growth onto the developer of new projects. While ensuring development "pays its own way" is generally a fiscally prudent policy, the upfront costs for development projects created by this system can lead to piecemeal development and may make it more difficult for projects to able to absorb these costs. The result is that development in the City may be constrained when market demand is not strong enough for these projects to absorb quickly or infrastructure costs are too high for one project to bear. To support more coordinated growth in desired growth areas, the City will need to develop and utilize funding tools that allow for the City to build and provide regional infrastructure upfront—or in concert with—development and be repaid through subsequent developments. Utilizing tools such as impact fees to help support new development can help to increase the capture of new development in the city and direct the market to areas the City is best suited to serve.

Infrastructure and Service Provision Responsibilities: City of Pueblo

Infrastructure/ Service	Provider (Who builds it?)	Owner (Who maintains it?)	Funding Source(s) (Who pays for it?)
Water			
Water Supply	Pueblo Water	Pueblo Water	Water Plant Investment Fee
Water Mains	Developer	Pueblo Water	Developer (upsizing reimbursements from other future users)
Water Service Lines	Developer	Pueblo Water	Developer
Wastewater/Sewer			
Treatment Capacity	Pueblo Wastewater Utility	Pueblo Wastewater Utility	Plant Investment Fee
Sewer Mains	Developer	Pueblo Wastewater Utility	Developer (upsizing reimbursements from other future users)
Transportation			
New Local streets	Developer	City of Pueblo	Developer (upsizing reimbursements from other future users)
Regional street expansion	Developer	City of Pueblo or CDOT	CDOT, PACOG, Developer
Police			
Police service/ response	Pueblo Police Department	Pueblo Police Department	General Fund
Fire and EMS			
New fire stations	Pueblo Fire Department	Pueblo Fire Department	General Fund, Capital Improvement Fund
Fire and EMS service/ response	Pueblo Fire Department	Pueblo Fire Department	General Fund
Parks and Recreation			
New parks	City of Pueblo, Developer	City of Pueblo	Park Land Dedication, Fee in Lieu of Dedication, special districts
Schools			
New schools	School District	School District	None



Metropolitan Districts

The provision of infrastructure and municipal services within the County's two large metropolitan districts—Pueblo West and Colorado City—creates a more fragmented service provision network (compared to the City of Pueblo) but does allow for residents and businesses to be provided all services that are needed. The major service provider roles are split between the metropolitan district and Pueblo County. For Pueblo West and Colorado City, the metropolitan districts provide water and sewer services to residents in most cases. However, not all the subdivided lots in Colorado City are served by the metropolitan district. The metropolitan districts also provide transportation maintenance services in conjunction with the County. For Pueblo West, Highway User Tax Fund proceeds are distributed from the County to the metro district to help maintain roadways, with the rest of funding generated by the metro district's General Fund. The Pueblo West Metropolitan District provides fire services to residents and businesses in the district. Colorado City relies on service from the Rye Fire Department. New parks and recreation facilities are built through piecemeal improvements by the metropolitan districts or voluntary dedications from development projects.

Infrastructure and Service Provision Responsibilities: Metropolitan Districts

Infrastructure/ Service	Provider (Who builds it?)	Owner (Who maintains it?)	Funding Source(s) (Who pays for it?)
Water			
Water Supply	Metro District	Metro District	Plant Investment Fee
Water Mains	Developer	Metro District	Developer
Water Service Lines	Developer	Metro District	Developer
Wastewater/Sewer			
Treatment Capacity	Metro District	Metro District	Plant Investment Fee
Sewer Mains	Developer	Metro District	Developer
Transportation			
New Local streets	Developer	Metro District	General Fund, HUTF
Regional street expansion	Developer	Pueblo County, CDOT	Pueblo County, CDOT, PACOG, Developer
Police			
Police service/ response	Pueblo County Sheriff	Pueblo County Sheriff	County General Fund
Fire and EMS			
New fire stations	Metro District/ Alternative Fire District	Metro District/ Alternative Fire District	For PWMD: General Fund, Dedicated Sales Tax
Fire and EMS service/ response	Metro District/ Alternative Fire District	Metro District/ Alternative Fire District	For PWMD: General Fund, Dedicated Sales Tax
Parks and Recreation			
New parks	Metro District	Metro District	For PWMD: General Fund, Grants
Schools			
New schools	School District	School District	None



Unincorporated Pueblo County

Developments in the unincorporated portions of Pueblo County do not necessarily have access to municipal services. The provision of water and sewer is dependent on the presence of a water/sewer district or is provided via individual water wells and septic tank/field treatment. There are seven individual water districts providing water service in the County, some of which also provide wastewater services. The districts include the Pueblo Board of Water Works (Pueblo Water), the Pueblo West Metro District and Colorado City Metro Districts, the St. Charles Mesa Water District, Avondale Water and Sanitation District, Pine Drive Water, Beulah Water, and the Town of Boone Sanitation District. Except for Pueblo Water, the ability of these districts to expand capacity to serve new development is limited in most cases and the presence of plant or capacity investment fees is limited. An explanation of each district's service area, current and projected capacity, treatment and processing system, and related considerations is provided in Appendix A. Transportation access is provided via existing county, state, or federal roads with any internal circulation provided on privately maintained roadways.

The Pueblo County Sheriff provides police services and base level fire services that prevent major public health and safety issues. Individual fire response or property protection services are not provided and at a level of service found within a city or existing fire district. There are a handful of small, volunteer fire protection districts in the County but comprehensive coverage does not exist, leaving many rural areas without fire protection.

Infrastructure and Service Provision Responsibilities: Unincorporated Pueblo County

Infrastructure/ Service	Provider (Who builds it?)	Owner (Who maintains it?)	Funding Source(s) (Who pays for it?)
Water			
Water Supply	Water District or Developer	Water District OR individual property owner	Developer
Water Mains	Developer	Water District OR individual property owner	Developer
Water Service Lines	Developer	Water District OR individual property owner	Developer
Wastewater/Sewer			
Treatment Capacity	Sewer District or Developer	Sewer District OR individual property owner	Developer
Sewer Mains	Developer	Sewer District OR individual property owner	Developer
Transportation			
Local streets	Developer	Property owner, HOA	Developer
Regional streets	Developer	CDOT, Pueblo County	Pueblo County, CDOT, Developer
Police			
Police service/ response	Pueblo County Sheriff	Pueblo County Sheriff	County General Fund
Fire and EMS			
New fire stations	Developer or None	Fire Protection District	Developer
Fire and EMS response	Fire Protection District or Pueblo County Sheriff	Fire Protection District or Pueblo County Sheriff	District Mill Levy or County General Fund
Parks and Recreation			
New parks	Developer or None	Property owner, HOA	Developer
Schools			
New schools	School District	School District	None

EVALUATION CRITERIA FOR MAJOR PROJECTS

The City of Pueblo and Pueblo County periodically receive proposals for large development projects in unincorporated portions of the County. Generally, these projects are brought forward seeking one of two things: 1) annexation into the City of Pueblo; or 2) formation of a new metropolitan district to support development. Pueblo County has direction for site selection and development of new communities within the County's land use code (Title 17 – Land Use, Division II, Chapter 17.160). This subsection provides definitions of terms and evaluation criteria policy for both the City of Pueblo and Pueblo County for consideration of major development projects in unincorporated Pueblo County.

MAJOR PROJECT DEFINITION

Pueblo County

Pueblo County defines a major project needing a permit as a project that meets one or more of the following criteria:

- Is planned for a minimum population of 500 persons within five years or is planned to have an ultimate population of 2,500 persons.
- Is planned for or requires municipal incorporation.
- Is planned for or requires formation of a special district.
- Is planned for or requires expansion of a water or sewer district that is greater than ten percent of the population within the existing district.
- Requires a change in existing zoning that provides for a doubling of density on 500 or more acres of land.
- Is planned for 200 contiguous acres of non-residential development.
- Is planned for or requires annexation to any incorporated portion of the County but is not in compliance with the Regional Comprehensive Plan or specific plans for impacted jurisdictions.

City of Pueblo

For the purposes of the City of Pueblo, development projects meeting the one or more of the following criteria shall be subject to evaluation and criteria beyond those provided within the Municipal Annexation Act of 1965 and the Poundstone II amendment of 1980 (Colo. Constitution Art. II, Sec. 30) and should be subject to guidelines set forth within existing and future intergovernmental agreements (IGAs) between the City and Pueblo County.

- Is planned for or require formation of a special district.
- Is planned for an area outside current or planned fire service areas that allow for fire responses within the City's target response time guidelines.
- Requires the extension of water and sewer main lines more than three miles from existing terminus.
- Requires a significant increase in water resources or sewer treatment capacity necessitating investment beyond expansion already planned for.
- Is not in compliance with the Regional Comprehensive Plan or specific plans for the City or other impacted jurisdictions.

Major Project Annexation Criteria

All proposed annexation into the City of Pueblo must be done in accordance with Colorado law including criteria provided in the Municipal Annexation Act of 1965 and the Poundstone II Amendment of 1980 (Colo. Constitution Art. II, Sec. 30). Annexation may take place in three ways: 1) landowner petition (C.R.S. 31-12-107(1)); 2) Annexation election (C.R.S. 31-12-107(2), or 3) Unilateral annexation of enclave or municipally owned land (C.R.S. 31-12-106). Annexation must meet all eligibility criteria provided in Chapter 31, section 12 of the Colorado Revised Statutes. Projects that match one or more of the major project definitions for the City of Pueblo provided on page 98 should also be subject to review based on the following evaluation criteria. A proposed development must at a minimum meet the following criteria to be considered for annexation.

- Should be consistent and promote the development goals provided in the Regional Comprehensive Plan.
- Must provide and/or fund all needed extension and expansion of water and sewer mains needed to serve the project.
- Must fund any needed expansions to water or sewer service capacity needed to support the project including the dedication or purchase of water rights, contributions for expansion of sewer treatment capacity, or provision of private treatment of wastewater to reduce impact on treatment capacity for the City.
- The dedication of land and/or construction of facilities needed to expand fire and police services to the development that meet level of service standards for the rest of the city.
- Follow any intergovernmental agreements.
- Provide resources or shared maintenance agreements that reduce the fiscal burden on the City of Pueblo for maintenance of public facilities and infrastructure within the project.

Formation of New Title 32 Special or Metropolitan Districts

In connection with major development projects in the unincorporated County, the County should strongly encourage annexation if the City demonstrates both the intent and ability to annex and extend municipal services to the development area in the near future. The County should consider abstaining from issuing the requisite County land use approvals in a case where municipal services are required and can only be obtained from a municipality and the extension of such services can be undertaken in a timely manner that accommodates the projected build-out period of the development. For projects requesting the use of a special or metropolitan district, the following criteria for new communities codified in Chapter 17.160 of the Pueblo County Code must be met to obtain a permit from the County, which are:

- There is sufficient existing and projected need within the County and region to warrant and support the proposed activity.
- All environmental impacts, to the extent that the same are determined by the Board to be adverse, will be mitigated or compensated for.
- The proposed activity, in the opinion of the Board, will not conflict with surrounding land uses either as they exist currently, or as proposed by local plans and programs previously approved by the commission or by the governing body of the territory of local government in which the proposed activity lies.
- The activity will provide for transportation, waste and sewage disposal, water, schools, parks and recreation, and other services deemed necessary by the Board in sufficient quality and quantity to meet the needs created by the proposed activity, and in a manner which will not overload the facilities which provide such services existing within the area of the activity.
- The proposed activity will not make demands upon natural resources, including, but not limited to, energy resources, which demands are, in the opinion of the Board, excessive when compared with the value of the activity.

- The proposed activity is, in the opinion of this Board, of general benefit to the residents of the County and region.
- The proposed activity does not conflict with the "Guidelines for Administering New Communities, as a Matter of State Interest Under House Bill 1041,"issued by the Colorado Land Use Commission.
- The proposed activity does not conflict with the Comprehensive Plan of the City and County of Pueblo adopted in 1967, and as subsequently amended and modified.
- The proposed activity shall, prior to the public hearing upon the application for its permit to conduct the activity, have been reviewed by the Land Use Advisory Committee.

In addition, the criteria detailed below should be met for the County to approve requests for the formation of a special or metropolitan district. In most cases, the County should encourage the use of special districts multiple services and limit single purpose special districts.

- Should be consistent and promote the development goals provided in the Regional Comprehensive Plan.
- Must provide needed water and sewer services via the district or is able to fund all needed extension and expansion of water and sewer mains needed to serve the project from an existing district.
- Must be able to provide capacity for water and sewer service needed to support the fully developed project and is able to fund any needed expansions to water or sewer service capacity needed to support growth.
- The ability to provide fire protection services through the formation of a new fire district or expansion of service area of existing fire protection district.
- The dedication of land and/or construction of facilities needed to provide and expand fire and sheriff services to the development.
- Follow any intergovernmental agreements.
- Provide resources or shared maintenance agreements that reduce the fiscal burden on Pueblo County for maintenance of public facilities and infrastructure within the project.

FUTURE LAND USE PLAN

Overview

The Future Land Use Plan depicts a shared vision for the physical growth of the Pueblo County region. The plan includes a map that depicts locations for different types of land uses and a description of each land use category. Land use categories are grouped into four categories:

- Neighborhoods
- Commercial and Mixed-Use Areas
- Employment Areas
- Other Areas

Land use category descriptions outline the primary and supporting land uses, density, and existing and/or desired characteristics typically associated with each. While the land use category descriptions are intended to provide some degree of predictability about the types and intensities of uses that are desired in different locations, they are also intended to offer flexibility as they are applied to individual sites.

Additional map extents for specific locations within Pueblo County are provided with the area-specific goals and policies starting on page 129.

Relationship to Zoning

Future zone changes should generally adhere to the land use category boundaries depicted on the Future Land Use Plan, but flexibility in interpretation of the boundary may be granted the County, City, metropolitan district, or applicable municipality, provided the proposed change is consistent with the regional goals and policies outlined in Section 2.

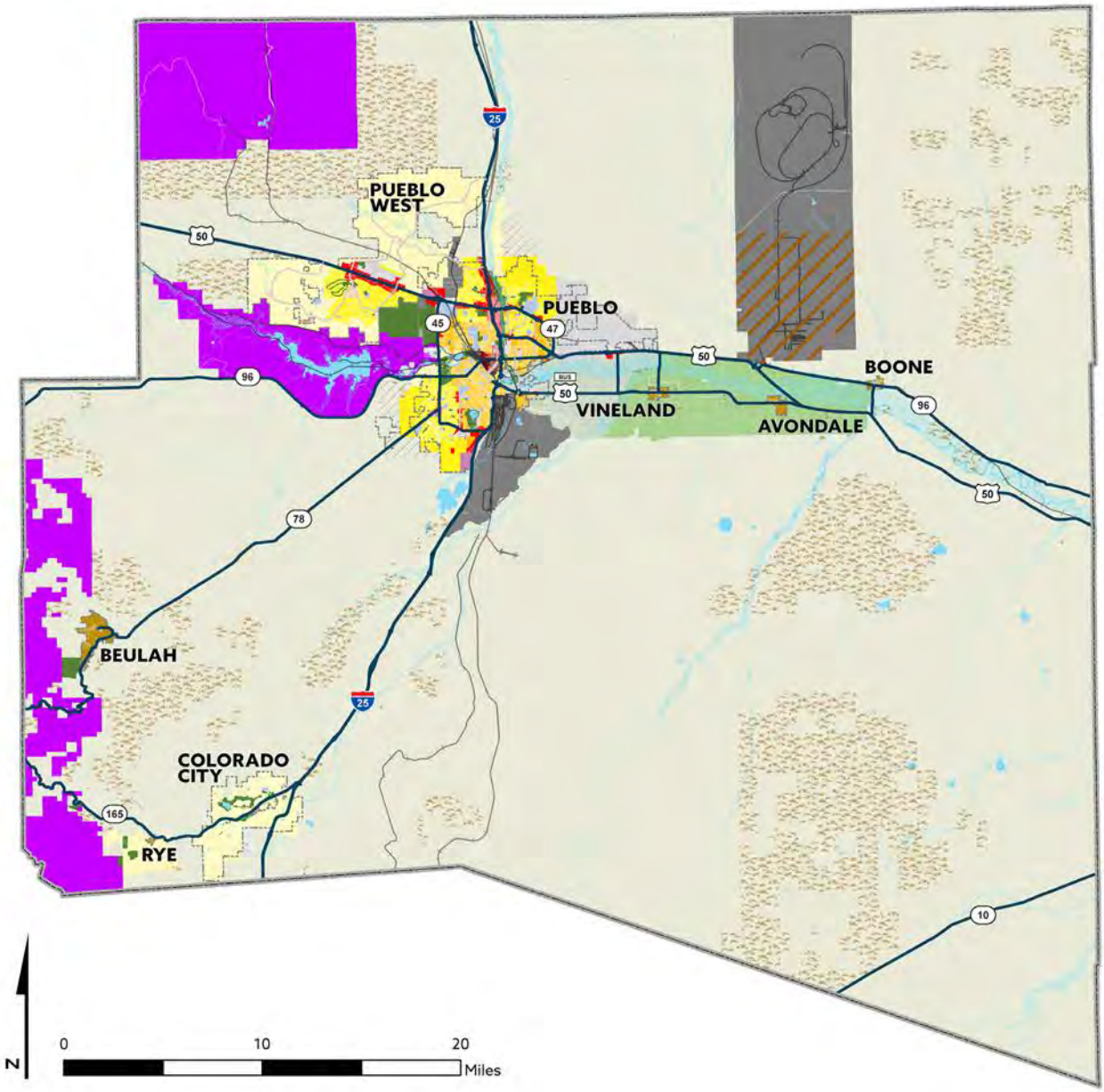


LAND USE AND TRANSPORTATION LINKAGES

The Pueblo Area Council of Government (PACOG) is the Metropolitan Planning Organization charged with short- and long-term transportation planning in the Pueblo region, as required by federal statute. PACOG's 2045 Long Range Transportation Plan establishes a 25-year vision for the Pueblo County's transportation system. The LRTP provides a list of priority transportation projects to meet the current and future needs of the region. The LRTP addresses all types of travel including driving, biking, walking, public transportation, and freight.

As part of periodic updates to the LRTP, the Future Land Use Plan is used to model the anticipated location, type, and intensity of future land patterns in different parts of the region. The results of this analysis are used to understand where improvements to existing roadway may be needed, as well as to guide planning for future roadways and other transportation improvements. The general alignment of planned roadways (from the 2045 LRTP) are illustrated on Future Land Use map. Refer to the LRTP for details about plans for specific alignments.

Future Land Use: Pueblo County



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

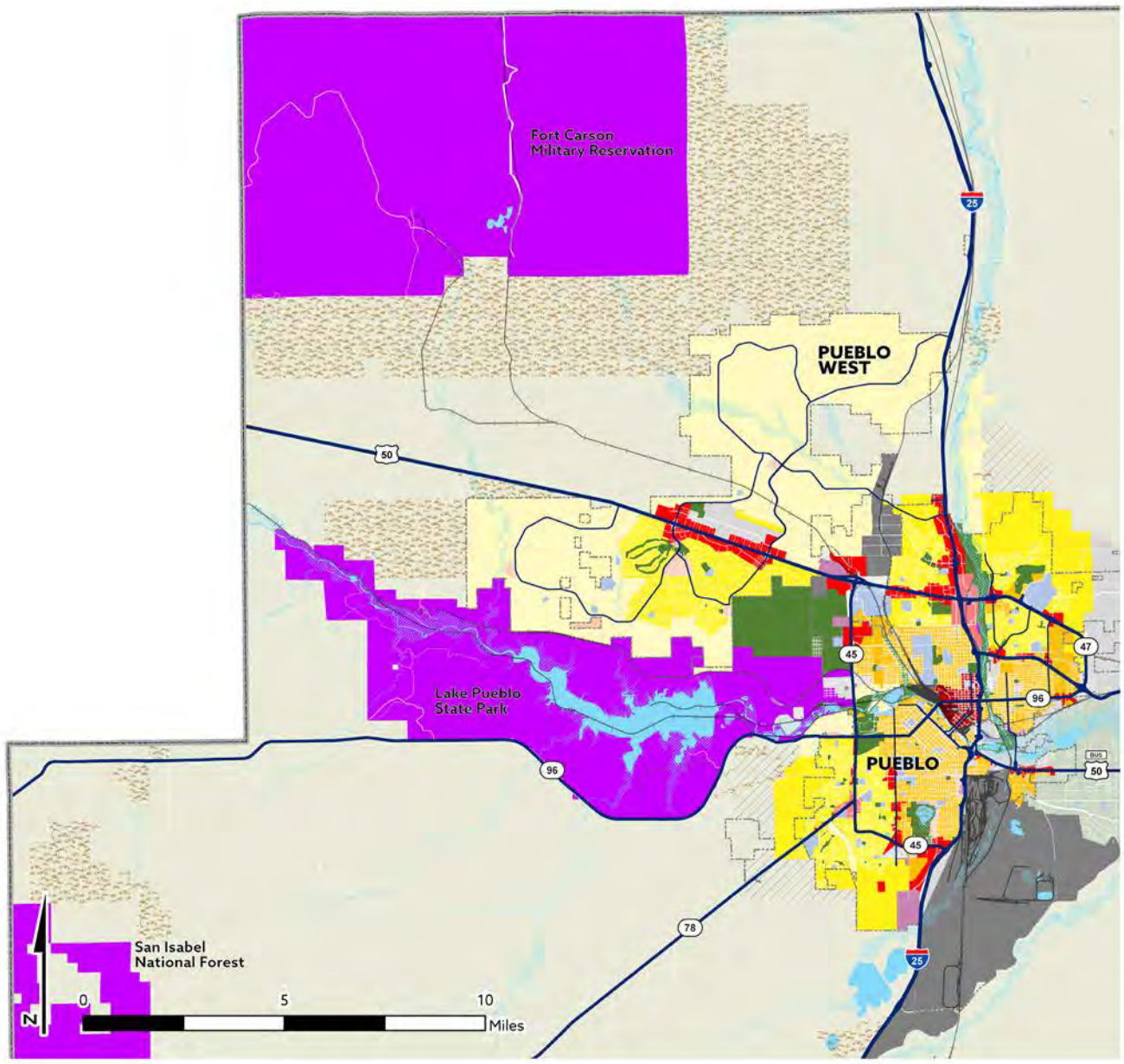
COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

EMPLOYMENT AREAS
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)
- Cities, Towns, and Places
- Conservation Easements
- Floodzones
- Rivers, Lakes, and Streams
- Special Develop. Area (SDA)
- PuebloPlex

Source: City of Pueblo, Pueblo County, CDOT, CDPHE

Future Land Use: Pueblo County (Northwest)



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

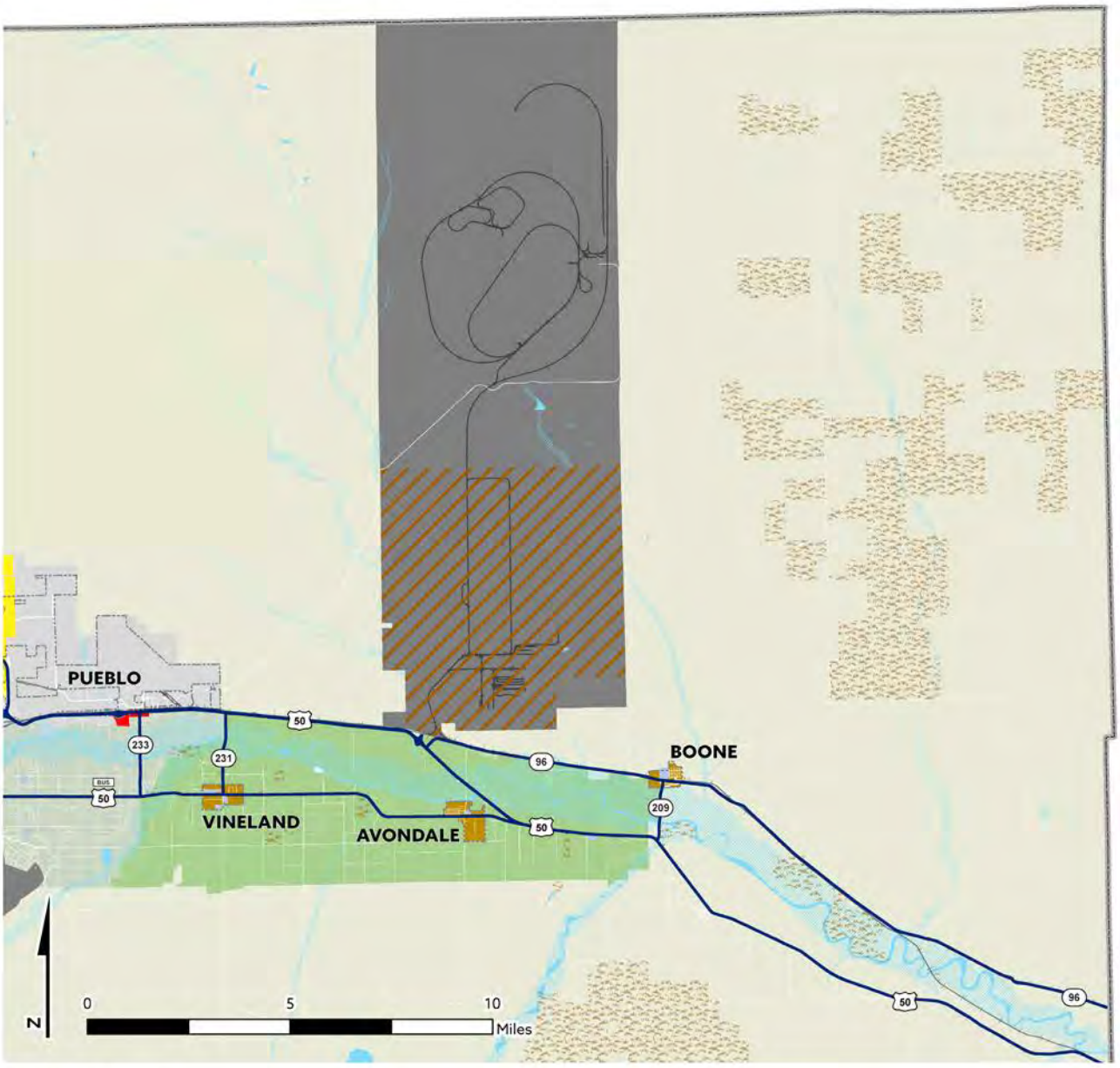
COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

EMPLOYMENT AREAS
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)
- Pueblo County Boundary
- Conservation Easements
- Cities, Towns, and Places
- Floodzones
- Rivers, Lakes, and Streams
- Special Develop. Area (SDA)

Source: City of Pueblo, Pueblo County, CDOT, CDPHE

Future Land Use: Pueblo County (Northeast)



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

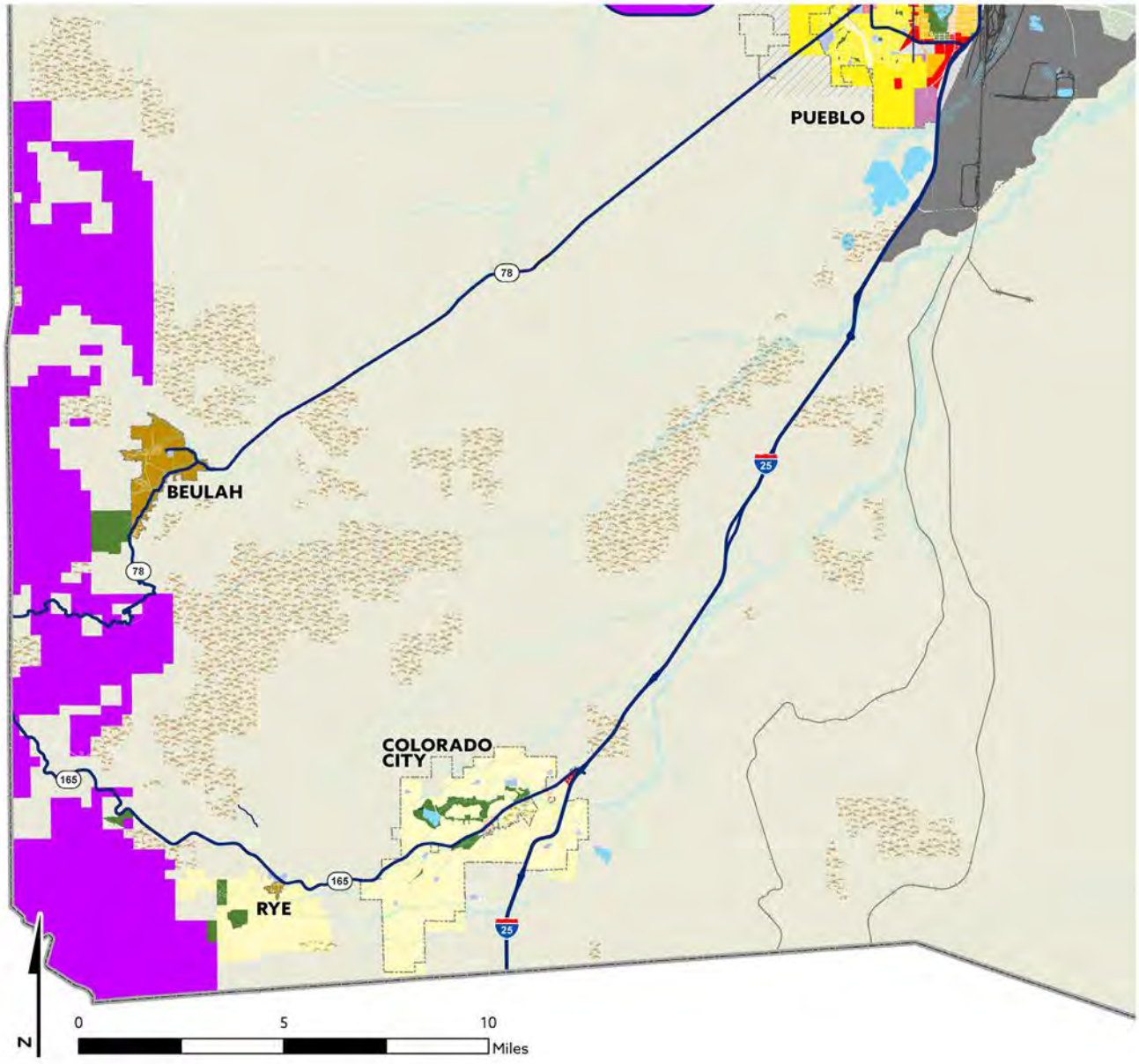
COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

EMPLOYMENT AREAS
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)
- Pueblo County Boundary
- Conservation Easements
- Cities, Towns, and Places
- Floodzones
- Rivers, Lakes, and Streams
- Special Develop. Area (SDA)
- PuebloPlex

Source: City of Pueblo, Pueblo County, CDOT, CDPHE

Future Land Use: Pueblo County (Southwest)



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

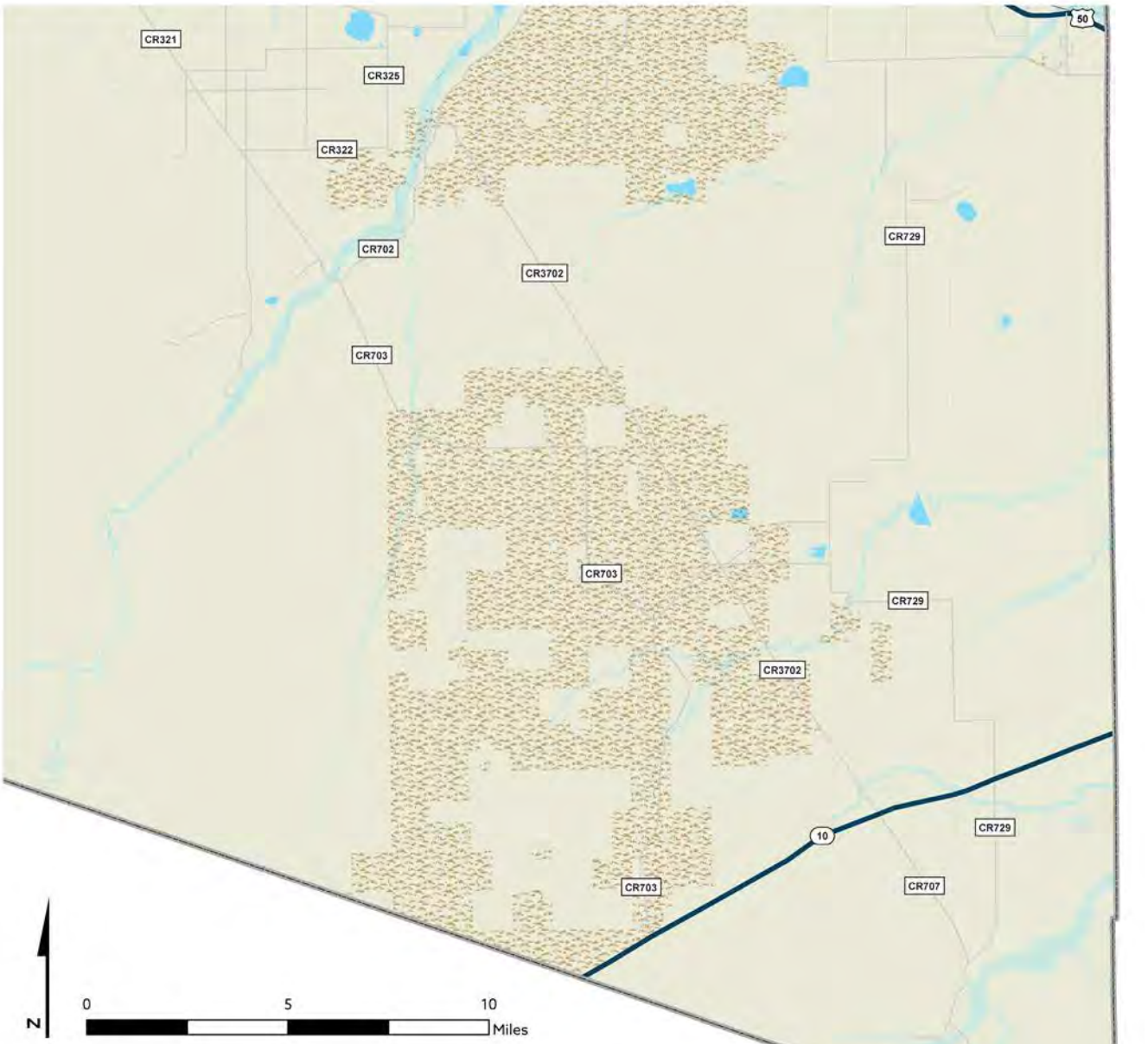
COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

EMPLOYMENT AREAS
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)
- Pueblo County Boundary
- Conservation Easements
- Cities, Towns, and Places
- Floodzones
- Rivers, Lakes, and Streams
- Special Develop. Area (SDA)

Source: City of Pueblo, Pueblo County, CDOT, CDPHE

Future Land Use: Pueblo County (Southeast)



Future Land Use

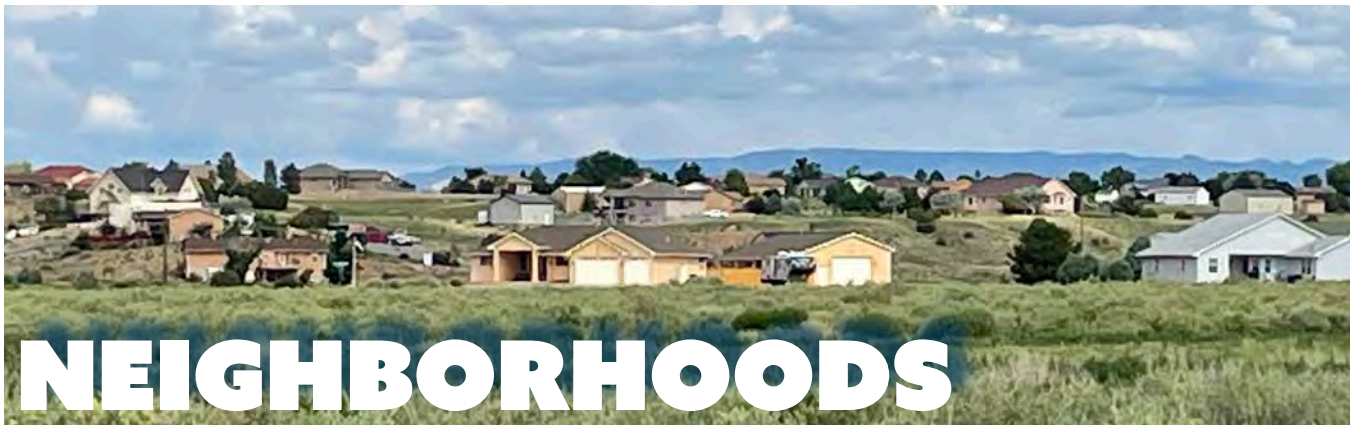
NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

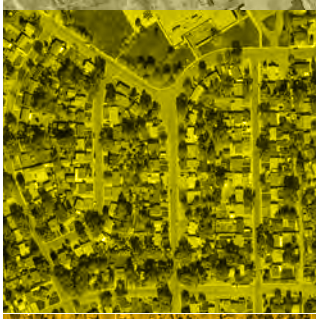
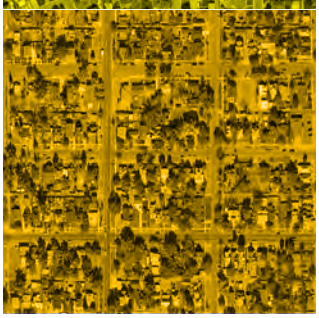
EMPLOYMENT AREAS
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)
- Conservation Easements
- Cities, Towns, and Places
- Pueblo County Boundary
- Floodzones
- Rivers, Lakes, and Streams
- Special Develop. Area (SDA)

Source: City of Pueblo, Pueblo County, CDOT, CDPHE



NEIGHBORHOODS

Name	Aerial	Density	Locations
AN **AGRICULTURAL NEIGHBORHOOD**		Up to 1 dwelling unit/ acre	St. Charles Mesa (west of the St. Charles River)
RN **RURAL NEIGHBORHOOD**		Up to 1 dwelling unit per acre (lots range from 1 to 5 dwelling units per acre)	Majority of Pueblo West and Colorado City
SN **SUBURBAN NEIGHBORHOOD**		2 to 5 dwelling units per acre	City of Pueblo and portions of Pueblo West
UN **URBAN NEIGHBORHOOD**		6 to 16 dwelling units per acre, but may be higher in some locations	Core area neighborhoods in City of Pueblo

AN AGRICULTURAL NEIGHBORHOOD





Primary Land Uses

Crop and food production

Supporting Land Uses

Single-family detached homes, accessory dwelling units, farm stands, equestrian uses, low-intensity agriculture, limited commercial services, associated outbuildings, agri-tourism, and other complementary uses

Density

Up to 1 dwelling unit per acre

Locations

Applies to the St. Charles Mesa (west of the St. Charles River).

Characteristics

- Allows for limited residential development; however, the retention of Prime (Irrigated) Farmland and Prime Agricultural Land is a priority.
- Supporting uses should be sited to protect the long-term viability of agricultural uses and minimize conflicts. Access for heavy equipment and irrigation canals should be maintained as new uses are introduced over time.
- Where subdivision occurs, clustering and other conservation-oriented strategies should be incorporated to help maintain larger, contiguous parcels for agricultural use.
- A particular emphasis should be placed on the retention of parcels (or portions of parcels) that are actively being used for crop or food production, and/or are documented as being Prime (Irrigated) Farmland).
- Urban services and amenities are limited.
- Roads should be designed to accommodate local traffic and the safe movement of agricultural machinery, with wide shoulders to accomodate pedestrians and bicycles.
- Transit service is generally not present.

RN RURAL NEIGHBORHOOD





Primary Land Uses

Single-family detached homes on large lots

Supporting Land Uses

Neighborhood-scale commercial, retail, and services; accessory dwelling units; farm stands; equestrian uses; small-scale crop and food production; associated outbuildings; trails; public facilities; and other complementary uses

Density

Up to 1 dwelling unit per acre (lots range from 1 to 5 dwelling units per acre)

Locations

Applies to large portions of Pueblo West and Colorado City.

Characteristics

- Rural Neighborhoods are semi-rural character and generally do not have public sewer service, sidewalks, or other urban amenities.
- Large lots offer flexibility for detached garages, stables, and other outbuildings (consistent with local architectural controls).
- Use of walls and privacy fencing are limited, maintaining visibility and wildlife corridors between lots, and reinforcing the semi-rural character.
- Allowances for accessory dwelling units may be limited based on the availability of water.
- Clustering and other conservation-oriented strategies are encouraged to protect environmentally sensitive areas, maintain working agricultural or ranch land (where applicable), and preserve common open space for residents.
- Paved and unpaved trails provide connections within and between neighborhoods for people walking, biking, or on horseback.
- Transit service is generally not present.

SN SUBURBAN NEIGHBORHOOD





Primary Land Uses

Single-family detached homes

Supporting Land Uses

Accessory dwelling units; single-family attached homes; duplexes; townhomes; neighborhood-scale commercial, retail and services; parks; schools; community gardens; public facilities; and other complementary uses.

Density

2 to 5 dwelling units per acre

Locations

Applies to neighborhoods on the fringes of the City of Pueblo, and in portions of Pueblo West.

Characteristics

- Suburban Neighborhoods are predominantly single-family detached and attached homes on similarly sized lots and future development accommodates a similar mix of lot sizes and housing types.
- Curvilinear streets and cul-de-sacs are typical in Suburban Neighborhoods built between the 1950s and 2000s.
- New neighborhoods should be designed with a mix of housing types.
- Pedestrian and bicycle connectivity should be provided within and between neighborhoods.
- Transit service is generally limited in coverage and frequency due to lower densities associated with most Suburban Neighborhoods.

UN URBAN NEIGHBORHOOD





Primary Land Uses

Single-family detached and attached homes, duplexes, and townhomes

Supporting Land Uses

Accessory dwelling units; small-scale multi-family dwellings; neighborhood-scale commercial, retail and services; parks; schools; libraries; community gardens; and other complementary uses.

Residential Density

6 to 16 dwelling units per acre, but may be higher in some locations.

Locations

Applies to centrally-located neighborhoods in the City of Pueblo, but may also apply to newer neighborhoods with a mix of housing types and/or a traditional neighborhood character.

Characteristics

- Provides for traditional urban neighborhoods—those generally built before 1950 and comprising many of Pueblo's centrally-located neighborhoods.
- Uniform block sizes with gridded streets, alleys, and an integrated mix of housing types, including single-family homes, duplexes, small multi-family buildings, and accessory dwelling units.
- Variety of services and amenities available within the neighborhood or easily accessible nearby.
- Features a complete sidewalk network, neighborhood bikeways and dedicated bike lanes, and offer transit service along major corridors and between areas with a density of housing and/or jobs.



COMMERCIAL AND MIXED-USE AREAS

Name	Aerial	Density	Locations
RC RURAL COMMUNITIES		1 to 5 dwelling units per acre	Statutory towns (Boone and Rye) and Census designated places (Beulah Valley and Avondale)
NMU NEIGHBORHOOD MIXED-USE		Typically less than 16 dwelling units per acre	Historic "main streets" in City of Pueblo and newer neighbor-hood-serving centers.
MUAC MIXED-USE ACTIVITY CENTER		20 dwelling units per acre or higher	Areas planned for future redevelopment (outside of Downtown)
DTMU DOWNTOWN MIXED-USE		Varies by context, including 20 dwelling units per acre or higher	Downtown Pueblo
CMU COMMERCIAL MIXED-USE		16 dwelling units per acre or higher typical	Highway and arterial corridors (e.g. I-25, Hwy 50, Pueblo Blvd., Hwy 47, Santa Fe Dr.)
IMU INSTITUTIONAL MIXED-USE		Varies	Varies

RC RURAL COMMUNITIES





Primary Land Uses

Single-family detached homes

Supporting Land Uses

Accessory dwelling units; neighborhood-scale commercial, retail and services; offices; light and artisan manufacturing; parks; schools; places of worship; libraries; community gardens; and other complementary uses.

Density

Generally 1 to 5 dwelling units per acre, but may be higher in some locations.

Locations

Applies to the Beulah Valley and Avondale communities, and the statutory towns of Rye and Boone.

Characteristics

- Each Rural Community contains a mix of residential, commercial, and light industrial activities guided by local needs.
- The scale and intensity of new uses should be compatible with the surrounding context to minimize impacts.
- Community amenities vary, but may include parks, recreation centers, community centers, and places of worship.
- Paved and unpaved streets accommodate local traffic, the movement of agricultural machinery, and people walking, biking, and on horseback.
- Transit service is generally not present.

NMU NEIGHBORHOOD MIXED-USE





Primary Land Uses

Retail, restaurants, offices, commercial services, and other professional services

Supporting Land Uses

Multi-family dwellings, community facilities, and other neighborhood-serving uses

Density

Typically less than 16 du/ac, but may be higher based on community and neighborhood context.

Locations

Applies to portions of Abriendo Avenue, Lincoln Street, East 4th Street, Lake Avenue, Main Street and Broadway in Mesa Junction, and other nodes in the City of Pueblo, as well as existing/proposed nodes in Pueblo West and Colorado City.

Characteristics

- Accommodates small-scale retail and commercial activity, and neighborhood-supportive services that provide residents with access to everyday needs within walking-or bicycling distance from home.
- Applies to historic "main streets" in the City of Pueblo, several of which served as the downtown hubs of the three towns that were incorporated as part of what is now Pueblo: Bessemer, Central Pueblo, and South Pueblo.
- Regardless of their location, these areas should feature wide sidewalks, outdoor seating areas, bike lanes, and transit service (where feasible) to serve local businesses and the surrounding neighborhood.

MUAC MIXED-USE ACTIVITY CENTER





Primary Land Uses

Retail, offices, and multi-family dwellings

Supporting Land Uses

Townhomes, parks, community gardens, and other complementary uses

Density

20 dwelling units per acre or higher typical with appropriate transitions to adjacent lower intensity uses.

Locations

This designation would apply to future redevelopment of regional commercial centers, such as the former K-mart site on North Elizabeth Street and the Pueblo Mall area.

Characteristics

- Provides opportunities for the redevelopment and reactivation of malls, large format retail, and other commercial centers into compact mixed-use neighborhoods that serve as community and regional destinations.
- Mixed-Use Activity Centers should incorporate retail, offices, live-work spaces, and a mix of higher-density housing options with on-site amenities and community common spaces.
- Higher-intensity uses and taller structures should be oriented toward the center of the site and along major corridors with gradual transitions to surrounding low-density neighborhoods.
- Continuous pedestrian, bicycle, and vehicular connections should be provided along corridors and to adjacent neighborhoods.
- High-frequency transit service should connect these areas with Downtown Pueblo and other regional destinations.

DTMU DOWNTOWN MIXED-USE





Primary Land Uses

Offices, retail, higher-density residential, and public uses

Supporting Land Uses

Cultural facilities, civic/government facilities, offices, light manufacturing, plazas, pocket parks, and other public spaces

Density

Varies by downtown district and historic context. Opportunities for higher-density development (20 du/acre or more) exist with appropriate transitions to lower intensity uses.

Location

Applies solely to Downtown Pueblo

Characteristics

- Contains a diverse mix of uses, including housing, retail, offices, civic uses, and light industry, which are concentrated in the historic core of the City of Pueblo.
- Adaptive reuse of historic structures, as well as infill and redevelopment, is encouraged to promote the activation of underutilized structures and a higher concentration of housing and jobs.
- New development should prioritize the efficient use of land, complementing existing historic structures, and accommodating a diversity of residents and employment opportunities.
- Streets, sidewalks, bicycle infrastructure, and amenity-rich public spaces make Downtown active, safe, enjoyable, and people-centric.
- Transit service connects the rest of the community with the jobs, housing, entertainment, services, amenities, and events that take place in these areas.

CMU COMMERCIAL MIXED-USE





Primary Land Uses

Large-format retail, personal services, offices, and entertainment

Supporting Land Uses

Multi-family residential and other supporting services

Density

16 dwelling units per acre or higher typical. Concentrated nodes of higher-intensity development are encouraged at major intersections, near existing or planned transit stations, or in other locations suitable for more intensive uses.

Location

Applies to sections of I-25, Highway 50, Pueblo Boulevard, Highway 47, and Santa Fe Drive.

Characteristics

- Mix of commercial, employment, and service-oriented uses that serve adjacent neighborhoods and the broader region.
- Infill and redevelopment is encouraged to reduce surface parking, revitalize underutilized areas.
- While most existing Commercial Mixed-Use areas have a limited mix of uses, the introduction of a broader mix of uses—including multi-family residential—is encouraged.
- These auto-oriented corridors should prioritize the safety and comfort of all road users and transition over time to prioritize the safety, comfort, and accessibility of people walking, biking, and taking transit.

IMU INSTITUTIONAL MIXED-USE





Primary Land Uses

Hospitals, governmental campuses, educational institutions, and other public and semi-public uses

Supporting Land Uses

Medical offices, lodging, restaurants, dormitories, and multi-family residential

Residential Density

Varies

Locations

Applies to public and semi-public uses such as hospitals, governmental complexes, the State Fair and Rodeo grounds, Pueblo Community College, Colorado State University-Pueblo, high schools, cemeteries, etc.

Characteristics

- Accommodates public and semi-public facilities with a regional service area that may contain a mix of complementary uses.
- Uses and intensity vary by location, based on the size and scale of the facility.
- Pedestrian, bicycle, and transit access is essential to providing easy access to these amenity-rich areas.



EMPLOYMENT AREAS

Name	Aerial	Density	Locations
EMP **EMPLOYMENT**		Varies	Community gateways, southern portion of PuebloPlex
LI **LIGHT INDUSTRIAL**		Varies	Airport Industrial Park, portions of the Pueblo West Industrial Park, areas of south Pueblo along I-25
TDI **TRANSPORTATION-DEPENDENT INDUSTRY**		Varies	Planned employment areas with rail and highway access, such as PuebloPlex, EVRAZ, and Vestas

EMP EMPLOYMENT





Primary Land Uses

Offices, light manufacturing, research and development, wholesaling, flex space, and service centers

Supporting Land Uses

Retail, restaurants, hotels, and other support services

Density

Varies

Locations

Generally located near gateways to Pueblo, including the southern portion of PuebloPlex and portions of the Pueblo West Industrial Park.

Characteristics

- Industrial parks, business parks, and planned, campus-like settings are common features of these areas. Supporting uses are intended to serve employees in the immediate vicinity.
- Facilities are typically smaller and feature less impactful uses than those found in areas designated as Light Industry or Transportation-Dependent Industry.
- Outdoor storage is limited and generally must be screened.
- Sidewalks are common and bike lanes should be provided along connecting roadways,
- Transit service varies by location and the types of uses present.

LIGHT INDUSTRY





Primary Land Uses

Research and development, manufacturing/processing, maintenance/repair shops, warehousing, and distribution

Supporting Land Uses

Limited retail, restaurants, other support services

Density

Varies

Locations

This designation includes the Airport Industrial Park, portions of the Pueblo West Industrial Park, areas of South Pueblo along I-25, and an area east of Runyon Park near the Arkansas River.

Characteristics

- Includes more intensive industrial uses that require larger sites and have a greater impact on surrounding areas, including uses that feature outdoor storage and other on-site activities. Supporting uses are intended to serve employees in the immediate vicinity.
- Sidewalks, bike lanes, and transit service are generally limited.

TDI TRANSPORTATION-DEPENDENT INDUSTRY





Primary Land Uses

Manufacturing, heavy industry, agricultural processing, transportation, and utilities

Supporting Land Uses

Outdoor storage, utility facilities, and limited support services

Density

Varies

Locations

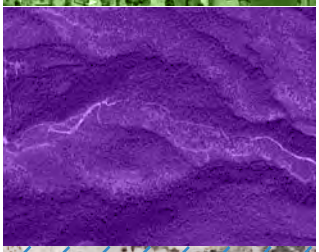
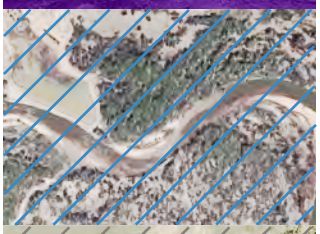
This designation is largely located in areas with rail and highway access, such as the PuebloPlex site, EVRAZ, and Vestas.

Characteristics

- Provides opportunities for large format uses that require rail and highway access to move goods throughout the region and to other parts of the state and country.
- Limited support services are intended to serve employees in the immediate vicinity.
- Additional primary and supporting land uses and other considerations unique to PuebloPlex may be applicable based on the PuebloPlex Redevelopment Plan and underlying zoning.
- Compatibility and locational criteria may apply in some areas.
- Sidewalks, bike lanes, and transit service are generally limited.



OTHER AREAS

Name	Aerial	Density	Locations
RR RURAL/RANCH		1 dwelling unit per 35 acres	Privately-owned land in unincorporated areas of Pueblo County
AG PRODUCTION AGRICULTURE		1 dwelling unit per 35 acres	East of St. Charles River within the Boone, Vineland, and Avondale communities
POS PARKS AND OPEN SPACE		N/A	Varies
SFL STATE AND FEDERAL LANDS		N/A	Lake Pueblo State Park, Fort Carson, San Isabel National Forest, and other lands owned and managed by state or federal agencies
FLOODPLAIN		N/A	Varies
SDA SPECIAL DEVELOPMENT AREA		N/A	Varies within 3 miles of City boundary

RR RURAL/RANCH





Primary Land Uses

Traditional ranching, large rural land holdings, and smaller "ranchettes"

Supporting Land Uses

Accessory dwelling units, farm stands, limited retail, crop production, equestrian uses, low-intensity agriculture, utility-scale solar, associated outbuildings, agri-tourism, and complementary public facilities

Density

1 dwelling units per 35 acres

Locations

Applies to a large percentage of the privately-owned land in unincorporated areas of Pueblo County (outside of Rural Communities).

Characteristics

- Sparsely populated acreage devoted to traditional ranching, large rural land holdings, conservation, and rural subdivisions.
- Where subdivision occurs, clustering and other conservation-oriented strategies should be used to protect environmentally sensitive areas, maintain working agricultural or ranch land (where applicable), and preserve common open space for residents.
- Supporting uses may be subject to locational criteria and design standards to ensure compatibility with residential uses and agricultural operations. [See also, Solar Siting Considerations map, page 72.]
- Paved and unpaved roads provide access to these low-density areas without
- Public water and sewer service is generally not available, fire service is limited and may not be available in all locations.

AG PRODUCTION AGRICULTURE





Primary Land Uses

Crop production, livestock and poultry operations, and limited agricultural processing facilities

Supporting Land Uses

Owner/manager residence, accessory dwelling units, temporary employee housing, associated outbuildings, farm stands, agri-tourism, and agriculture-related commercial services

Density

1 dwelling units per 35 acres

Locations

Applies to agricultural located east of the St. Charles River within the Boone, Vineland, and Avondale communities.

Characteristics

- Most parcels are irrigated and carry associated water rights from the Bessemer Ditch.
- May include intensive agricultural operations with designated facilities and equipment.
- Much of this land in this area is considered Prime (Irrigated) Farmland and is a high priority for conservation.
- Supporting uses in Production Agricultural areas should be sited and designed to minimize the loss of Prime (Irrigated) Farmland and Prime Agricultural Land and to support the continuation of agricultural operations.
- Paved and unpaved roads accommodate local traffic and the movement of agricultural machinery.

POS PARKS AND OPEN SPACE





Primary Land Uses

Parks, open space, greenways, and natural areas

Supporting Land Uses

Trails, ball fields, visitor centers, and other recreational facilities

Locations

Applies to public parks and open spaces, such as Mineral Palace Park, Runyon Sports Complex, McHarg Park Community Center, and Pueblo Mountain Park.

Characteristics

- Encompasses parks, recreation centers, open space, greenways, trails, and natural areas that have been preserved for active and passive recreational purposes.
- These areas also protect of scenic views, natural resources, and serve as wildlife habitat.
- Lands and facilities are generally owned by public agencies (city, county, and special districts).

SFL STATE AND FEDERAL LANDS





Primary Land Uses

Varies by location, but may include active and passive recreation, open space, grazing, wildlife habitat, and military training (limited to Fort Carson)

Supporting Land Uses

Other uses that are consistent with management plans adopted by the managing agency

Locations

Lake Pueblo State Park, San Isabel National Forest, Fort Carson Military Reservation, and other lands owned or managed by state and federal agencies.

Characteristics

- Lands owned by state and federal agencies that may or may not be accessible to the public
- Public-serving lands may include limited services, including bathrooms, campgrounds, trails, ranger stations, and visitor centers
- Minimal infrastructure may include paved or unpaved roads, trails, and shuttle service.

FLOODPLAIN





Primary Land Uses

Limited uses and facilities with low flood damage potential and that will not obstruct flood flows.

Locations

Corridors along the Arkansas River, Fountain Creek, St. Charles River, and other waterways.

Characteristics

Public and privately-owned properties that fall within the 100-year floodplain, as identified by official Federal Emergency Management Agency (FEMA) mapping.

SDA SPECIAL DEVELOPMENT AREA

Locations

Adjacent to existing City of Pueblo limits, within the City of Pueblo 3-Mile Annexation Boundary.

Characteristics

Potentially serviceable areas that may be suitable for future annexation, subject to the evaluation criteria for major projects outlined in Section 3, and applicable requirements of the City's Code of Ordinances. Future land use categories should be assigned through a Comprehensive Plan amendment at the time of annexation.

AREA-SPECIFIC GOALS AND POLICIES

Existing land use patterns and future land use considerations in the region vary dramatically by location. This section provides policy guidance for areas of Pueblo County that have distinctly different goals—the City of Pueblo and Vicinity, Pueblo West, Colorado City, and Rural Communities.

Land use plans provided for each area are derived from the countywide Future Land Use Plan map, above, but are presented at a larger scale for legibility of area-specific considerations. This guidance is intended to supplement—not replace—guidance provided by the regional goals and policies in Section 2 and the land use category descriptions in this section.



City of Pueblo and Vicinity

Background

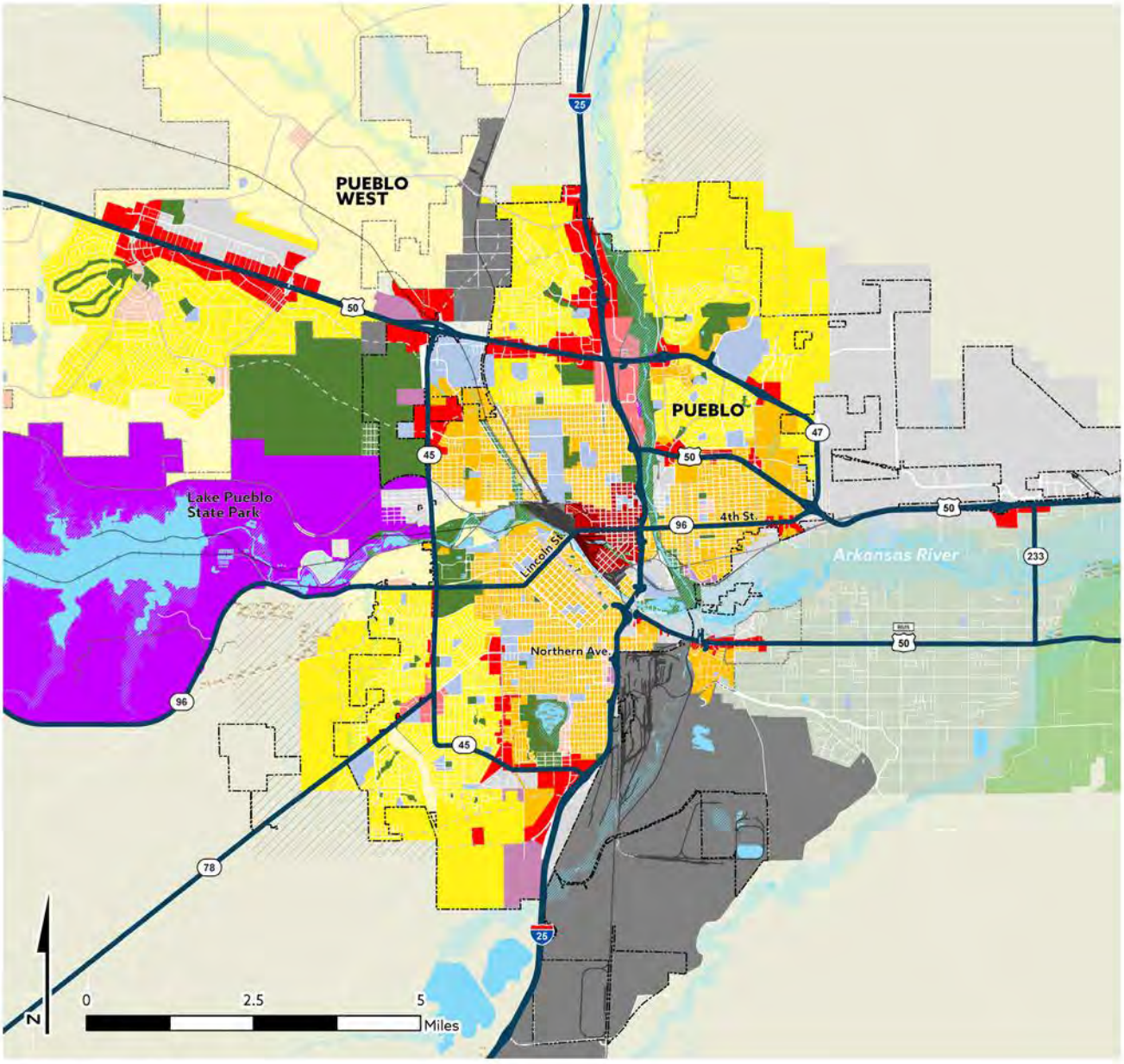
Since its incorporation in 1885, the City of Pueblo has been the administrative and economic hub of the region. Since 2000, the City has experienced slow, but steady, population growth (0.5% annually) and has continued to attract a majority of the region's employment, retail, and office development. The City also hosts an array of civic and cultural amenities that are enjoyed by area residents and visitors alike. Downtown Pueblo is home to the Historic Arkansas Riverwalk (established in the late 1990s), the Union Avenue Historic Commercial District, Pueblo Union Depot, El Pueblo History Museum, the Sangre de Cristo Arts and Conference Center, Pueblo Convention Center, local shops and restaurants, and numerous other assets and amenities. Downtown Pueblo and core area neighborhoods have seen significant reinvestment in recent years, but vacant homes and underutilized buildings remain in some areas. Housing options include traditional, pre-1950s neighborhoods in the core, post-1950s suburban neighborhoods at the edges, and recent and emerging residential subdivisions on the north and western edges of the City.

Opportunities and Constraints

Within the incorporated City of Pueblo, over 9,500 acres of vacant land remain. Over half of this land (4,120 acres) is zoned as agriculture, which is used as a holding zone. Most of this land is located at the fringes of the developed areas of the City and is planned for future residential development. An additional 2,050 acres of vacant land is already zoned for residential development. These areas provide the City with sufficient capacity to accommodate future growth without future annexations. Opportunities for infill and revitalization in Downtown Pueblo and core area neighborhoods further increase the City's capacity for future growth.

Pueblo's high quality of life, and lower cost of living than many other Front Range communities is attracting growing interest from employers, developers, and new residents. In light of growing demand, the City is focused on expanding housing options, retaining existing affordable housing, promoting the preservation and rehabilitation of its historic resources, continuing to diversify the regional economy, and encouraging reinvestment in established areas. Pueblo has also established itself as a leader in the transition towards renewable energy and has become well-positioned to benefit from the national trends toward less carbon intensive industries and "green" jobs.

Future Land Use: City of Pueblo and Vicinity



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

EMPLOYMENT AREAS
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)
- Future Roadways (LRTP)
- Conservation Easements
- Pueblo West Metropolitan District
- City of Pueblo
- Floodzones
- Rivers, Lakes, and Streams
- Special Develop. Area (SDA)

Source: City of Pueblo, Pueblo County, PACOG, CDOT, CDPHE

Goals and Policies: City of Pueblo and Vicinity (COP)

GOAL COP-1: Re-establish Downtown Pueblo as a regional hub for living, working, and recreating.

POLICY COP - 1.1: DOWNTOWN BOUNDARY AND SUBDISTRICTS

Evaluate and refine the boundary of Downtown—as reflected in by the Downtown Mixed-Use land use category—as necessary to promote a critical mass of activity within the core while also ensuring appropriate transitions and protections are provided for surrounding neighborhoods. Define a series of subdistricts for areas that surround the Union Avenue Historic Commercial District and Riverwalk (building upon recent historic context and inventory work), highlighting the unique characteristics, uses, and density/intensity that exist or are desired within each.

POLICY COP - 1.2: UNION AVENUE HISTORIC COMMERCIAL DISTRICT

Support the ongoing revitalization of the Union Avenue Historic Commercial District through continued public and private investment to solidify Union Avenue as a centerpiece of Downtown.

POLICY COP - 1.3: ADAPTIVE REUSE

Encourage the adaptive reuse and rehabilitation of historic structures as a key component of an overall reinvestment and revitalization strategy throughout Downtown. Establish protections for documented historic resources in Downtown that reflect the varied significance and integrity of these resources.

POLICY COP - 1.4: HISTORIC ARKANSAS RIVERWALK DISTRICT

Continue to support the buildout of available pad sites within current and future phases of the Historic Arkansas Riverwalk District Riverwalk with hotels, restaurants, housing, and other activity-generating uses.

POLICY COP - 1.5: MIX OF USES

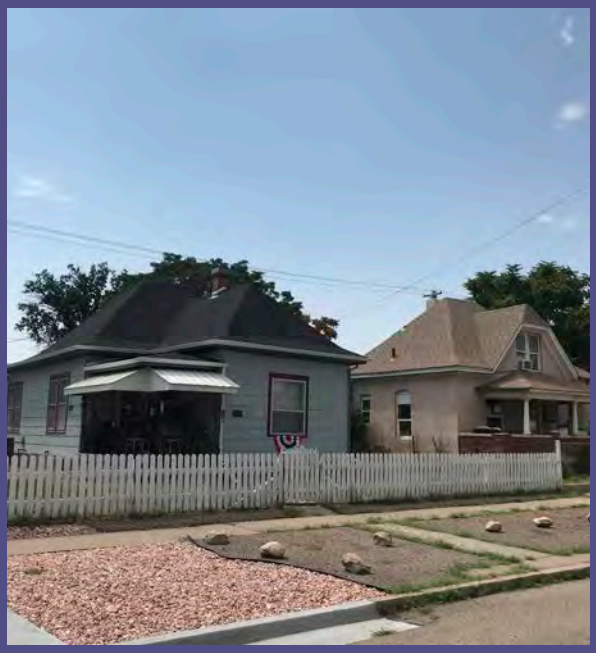
Continue to support tourism (e.g., hotels, convention-related uses) as core component of Downtown's role within the region while seeking to expand the range of restaurants, neighborhood-services, and housing options needed to support the area's emergence as a full-service neighborhood.

POLICY COP - 1.6: HOUSING INCENTIVES

Actively seek opportunities to increase the number of people living in Downtown by expanding multi-family housing options at a variety of price points through the conversion of vacant and underutilized buildings, as well as through the construction of new, high-density housing on vacant or underutilized lots. Encourage a diversity of unit types—size, number of bedrooms, for-sale/rent, and character—to meet the needs of different residents.

POLICY COP - 1.7: REDEVELOPMENT SITES

Work with property owners to explore short and long-term opportunities for possible redevelopment sites (e.g., Midtown Shopping Center, Rush's Lumber yard, surface parking lots, underutilized rail yards). Develop and maintain an inventory of sites that includes an assessment of known infrastructure capacity/constraints, ownership, allowable zoning, available incentives, and other information.



PROTECTING NEIGHBORHOOD HISTORY AND CHARACTER

Lists of historic resources and architectural inventories in the City of Pueblo have led to a series of historic context studies—deep dives into the social, cultural, and architectural history of specific neighborhoods. Five such studies have been published that document the historic qualities of the Bessemer, Bojon Town/Eiler's, East Side, North Side, and South Side neighborhoods. The studies provide a comprehensive history of the neighborhoods, with the goal of making local history more accessible to residents, inspiring property owners to preserve historic structures, and detailing how neighborhood residents can take additional action to research, document, evaluate, monitor, promote, and protect the buildings and stories that make their neighborhoods unique.

While these studies were developed with the intention of understanding which neighborhoods or buildings might be eligible for possible historic district designation, there are a range of tools available to help retain the historic character of these resources while allowing them to adapt to the changing needs of the community.

GOAL COP–2: Promote reinvestment in the City's historic neighborhoods.

POLICY COP - 2.1: HOUSING OPTIONS

Support the rehabilitation of existing housing stock and the diversification of housing options in the City's historic neighborhoods consistent with Guiding Principle 1 and associated goals. [See Section 2]

POLICY COP - 2.2: HISTORIC NEIGHBORHOOD REINVESTMENT

Encourage reinvestment and rehabilitation of homes in historic neighborhoods, including allowing for the adaptation of existing buildings to meet the needs of current and future residents (e.g., expanded footprints, garage construction, creation of accessory dwelling units) without detracting from the historic character of the neighborhood.

POLICY COP - 2.3: PROTECTIVE MEASURES

Work with residents and property owners to establish context-based tools to guide infill development, major additions, and the rehabilitation of historic properties in neighborhoods determined to be eligible for historic designation (e.g., local historic district designation, conservation districts, design standards/guidelines). Increase awareness of resources and incentives available to support the rehabilitation of designated historic properties.

POLICY COP - 2.4: INFILL COMPATIBLITY

Ensure infill and redevelopment within historic neighborhoods is compatible with the building orientation, height, scale, and massing of adjacent homes and the overall character of the street frontage.

POLICY COP - 2.5: NEIGHBORHOOD "MAIN STREETS"

Encourage the preservation and adaptive reuse of historic "main streets" in core neighborhoods to maintain and enhance access to services and amenities, support the retention of small businesses, and enhance community character.

GOAL COP–3: Adapt the City's commercial centers and corridors to meet the changing needs of the community.

POLICY COP - 3.1: HIGHWAY-50 AND I-25

Support the development of a community center around the interchange of Highway 50 and I-25. Work with major property owners, including the owners of the Pueblo Mall, to generate a vision for the future of the area. Facilitate the transition of vacant and underutilized buildings and commercial centers near Highway 50 and Interstate 25 into complete mixed-use neighborhoods, with commercial, retail, office, and higher-density residential uses.

POLICY COP - 3.2: PUEBLO BOULEVARD AND NORTHERN AVENUE (FORMER K-MART CENTER)

Work with property owners to infill vacant pad sites or reposition underperforming pad sites with a mix of uses (including higher-density residential) and to reconfigure existing site layouts for greater visibility and efficient use of space. Explore opportunities for long-term redevelopment in collaboration with property owner.

POLICY COP - 3.3: LOT CONSOLIDATION

Encourage the consolidation of smaller parcels for the purposes of redevelopment to accommodate a more pedestrian-oriented pattern of development over time and facilitate improved site design.

POLICY COP - 3.4: MIX OF USES

Support the introduction of high-density housing as part of the overall mix of uses in outmoded commercial centers and along major corridors, retaining sites with the greatest visibility and access for commercial/retail uses.

GOAL COP–4: Prioritize the development of vacant land within the city limits over the expansion of the community.

POLICY COP - 4.1: BARRIERS TO DEVELOPMENT OF VACANT LAND

Work with service providers to assess and document the feasibility of serving large, single-ownership parcels at the edges of the city that have been annexed but have not been subdivided. Identify capital improvements that area needed for these areas to build out based on their future land use designations. Implement funding and financing tools that can support the development of these areas by reducing up-front cost of development and allowing for the sharing of costs among all future developments and users in these areas.

POLICY COP - 4.2: EDGE NEIGHBORHOOD ENGAGEMENT AND PLANNING

Work with property owners and potential developers of undeveloped areas within city limits to establish the desired character and design of these neighborhoods, identify infrastructure and land dedication needs, and determine possible timelines and phasing for development.

POLICY COP - 4.3: FUNDING AND FINANCE TOOLS

Implement funding and financing tools that can support the development of large vacant areas in the city limits by reducing up-front cost of development and allowing for the sharing of costs among all future developments and users in these areas. Explore tools that can allow the City and developer partners to build capital improvements that can facilitate development specifically for transportation, water/sewer infrastructure that cannot be supported through existing capacity and connection fees, and community facilities (e.g. fire stations).

POLICY COP - 4.4: HONOR FARM

Evaluate any proposed land use changes to Honor Farm property in accordance with the City's Honor Farm Open Space and Park Parcels Conservation Easement, as amended

GOAL COP–5: Provide opportunities for the continued expansion and diversification of the region's employment base.

POLICY COP - 5.1: PLANNED EMPLOYMENT AREAS

Continue to work with PEDCO, area chambers of commerce and other economic development interests in the region to direct primary employers to designated employment areas in the city and the unincorporated areas, including the Airport Industrial Park, EVRAZ Industrial District, Minnequa Industrial

Park, St. Charles Industrial Park, Downtown, and PuebloPlex.

POLICY COP - 5.2: TRANSPORTATION-BASED EMPLOYMENT LAND

Protect Transportation-Based Employment lands (as shown on the Future Land Use Plan) within or adjacent to the city for uses that require the assets offered by these sites (e.g., rail and highway access) and that help generate and sustain jobs for the region. Avoid siting utility-scale solar in these locations.

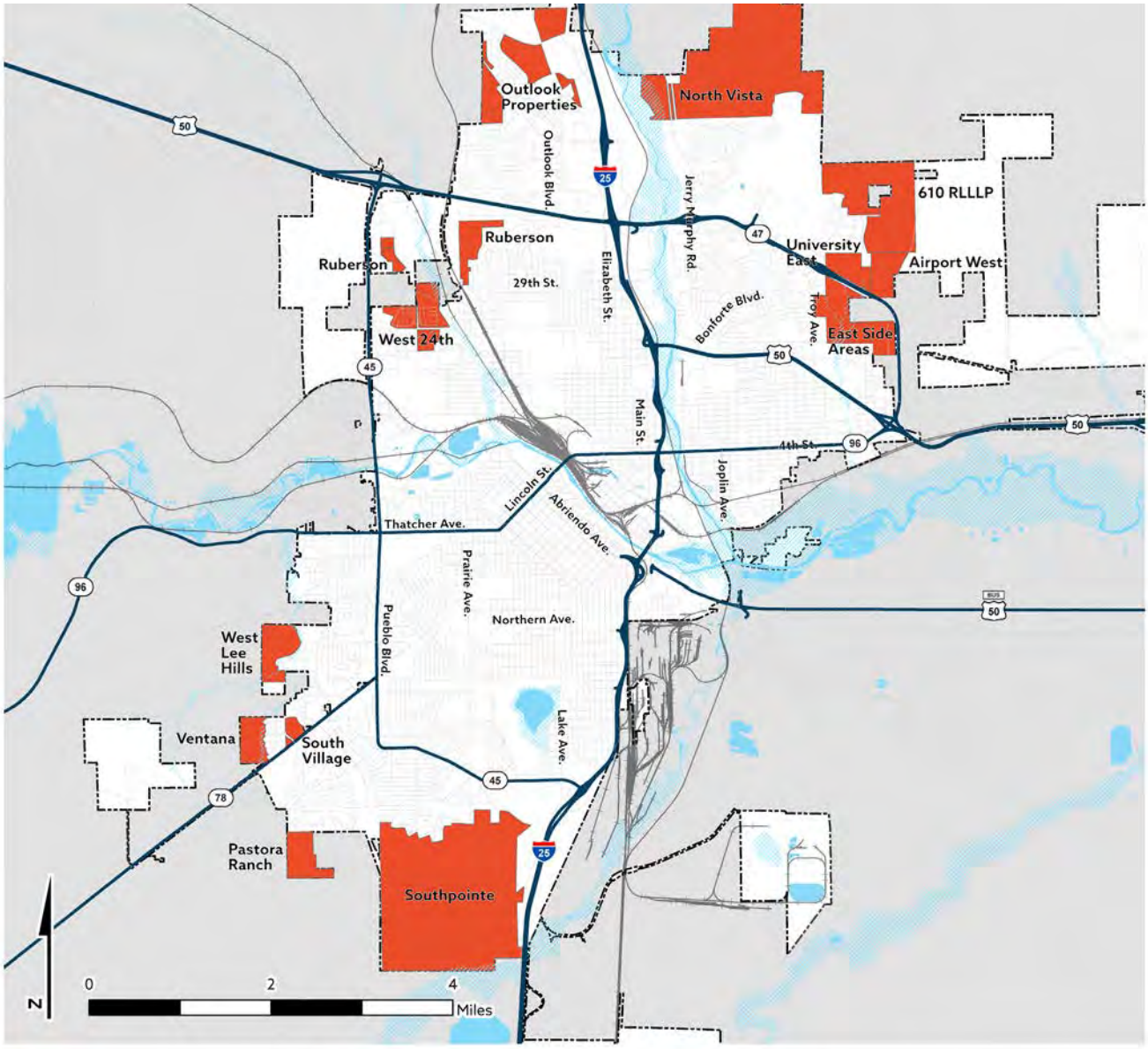
POLICY COP - 5.3: INFRASTRUCTURE AND SERVICES

Coordinate with industrial parks and major employers to ensure infrastructure and services are adequate to facilitate the movement of goods and expansion of businesses.

POLICY COP - 5.4: COMPATIBILITY

Adopt and enforce standards to minimize conflicts between emerging employment areas and existing residential and agricultural uses.

Annexed and Unsubdivided Residential Areas



Source: City of Pueblo, Pueblo County, CDOT



Pueblo West

Background

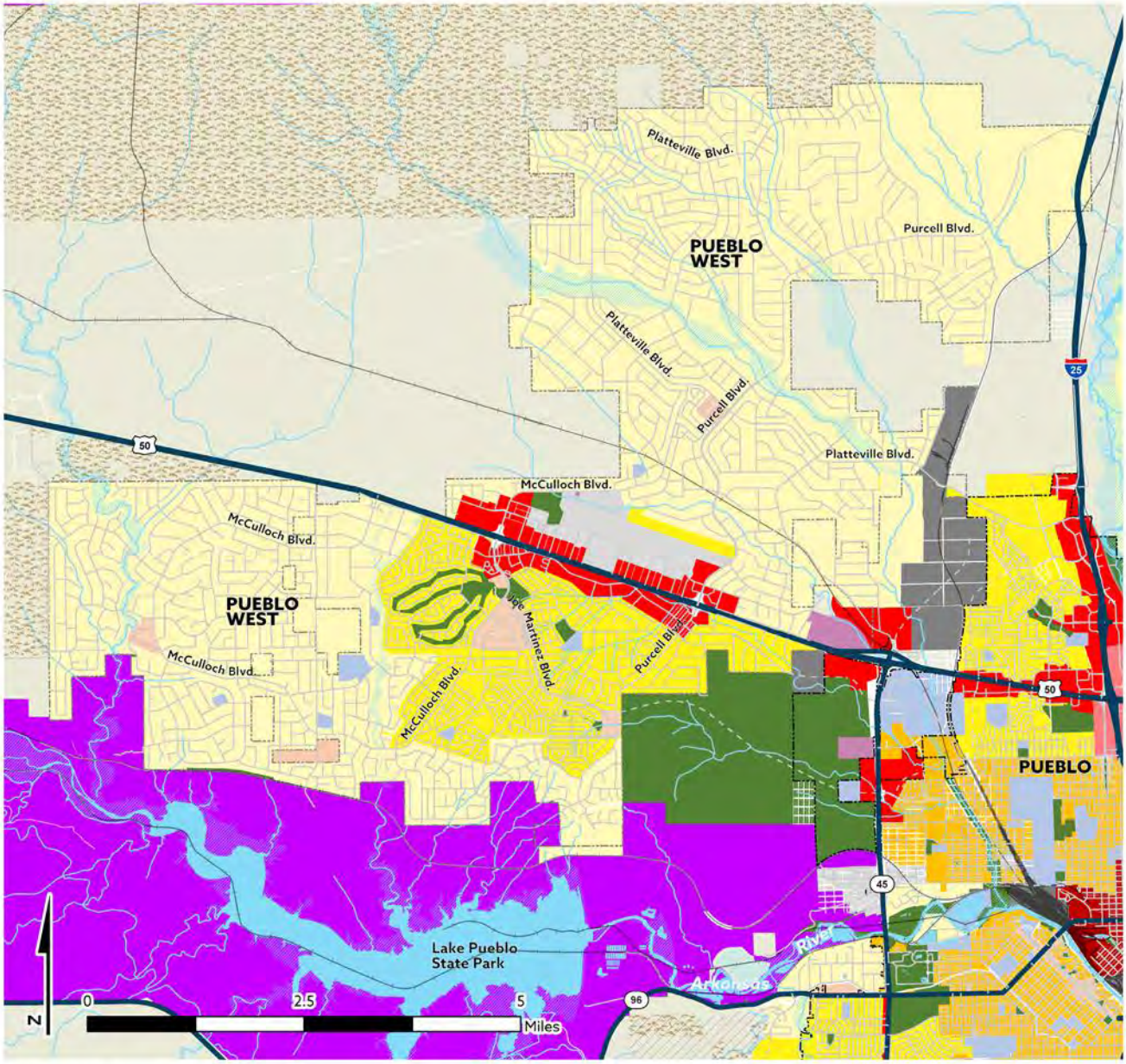
Between 2000 and 2019, Pueblo West grew at much faster rate (3.4 percent) than the City of Pueblo (0.5 percent), or Pueblo County (0.9 percent) as a whole. During this time, Pueblo West captured the bulk of the region's large-lot single-family housing market, and saw a significant increase in retail, service commercial, and light-industrial businesses (primarily along the Highway 50 corridor). Much of this growth has been driven by the abundance and relative affordability of undeveloped lots, proximity to Lake Pueblo State Park, and the community's broad appeal to those looking for a semi-rural lifestyle. Since its inception in 1969, Pueblo West has been characterized by its equestrian and hiking trails, expansive views, and the one to three-acre homesites that offer residents flexibility to accommodate outbuildings, horses, and an array of leisure activities. In keeping with the semi-rural character of the community, many areas of Pueblo West do not have sidewalks, curb and gutter, and other "city" services.

Opportunities and Constraints

While once viewed as a draw primarily for retirees, Pueblo West has become more diverse in recent years as young families and professionals have relocated to the area from Colorado Springs or other metropolitan areas. As the community continues to grow, expectations regarding the availability of services and amenities are evolving. Demand for more diverse housing options is also increasing as housing prices rise, demographics shift, and long-time residents desire to remain in the community as they grow older and their needs change.

Significant land area remains for future development; however, the PWMD's water supply, distribution, and wastewater treatment and processing system is not sufficient to support full buildout of the community based on 2021 projections. The PWMD is working to expand its wastewater processing capacity and has implemented a Water Conservation program to reduce demand and help account for the projected shortfall. The PWMD is also actively seeking ways to augment its water supply. As the community continues to grow, expectations regarding the availability of services and amenities are evolving.

Future Land Use: Pueblo West



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

EMPLOYMENT
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)

- Future Roadways (LRTP)
- Conservation Easements
- Pueblo West Metropolitan District
- City of Pueblo
- Floodzones
- Rivers, Lakes, and Streams
- Special Develop. Area (SDA)

Source: City of Pueblo, Pueblo County, PACOG, CDOT, CDPHE

Goals and Policies: Pueblo West (PW)

GOAL PW-1: Support the expansion of services and amenities to meet the needs of Pueblo West residents.

POLICY PW - 1.1: HIGHWAY 50 CORRIDOR

Encourage a mix of retail and commercial services along the Highway 50 corridor to meet the needs of the Pueblo West community and the broader region. Prioritize the development of coordinated, multi-tenant centers rather than standalone businesses where possible.

POLICY PW - 1.2: CIVIC CENTER

Continue efforts to establish Civic Center Park and the surrounding area as a destination for family- and community-oriented facilities, activities, and events.

POLICY PW - 1.3: SPAULDING COMMUNITY HUB

Continue efforts to establish a mixed-use entertainment, recreational, and lifestyle hub for residents and visitors south along Spaulding Avenue south of Highway 50.

POLICY PW - 1.4: NEIGHBORHOOD MIXED-USE

Seek opportunities to expand the range of services offered in existing neighborhood mixed-use areas and introduce smaller "pockets" of neighborhood-serving uses in other targeted locations to meet the needs of area residents and visitors. Prioritize corner sites and those with the best visibility and access for retail/commercial uses. Where infrastructure and services allow, townhomes and small-scale multifamily may be accommodated as supporting uses.

POLICY PW - 1.5: LAND USE COMPATIBLITY

Ensure the siting, scale, and design of non-residential uses is compatible with adjacent neighborhoods. Key considerations include circulation and access, loading, light trespass, and hours of operation.

GOAL PW-2: Expand the range of housing options available in Pueblo West at a level that is supported by current and planned infrastructure and services.

POLICY PW - 2.1: RURAL NEIGHBORHOODS

Continue to support the incremental buildout of platted Rural Neighborhoods where infrastructure and services exist or can be provided in a cost-effective manner. Maintain the character-defining features of these neighborhoods, such as the prevalence of detached single-family homes on large lots, rural roadway cross-sections (e.g., no curb and gutter or sidewalks), and gravel roads (where they are classified to remain as such).

POLICY PW - 2.2: SUBURBAN NEIGHBORHOODS

Support the expansion of attached single-family homes, townhomes, and small-scale multifamily housing in areas proximate to existing or planned amenities and services. Require the integration of sidewalks and trail connections as part of future development.

POLICY PW - 2.3: MIXED-USE AREAS

Support the integration of townhomes and small-scale multifamily housing in areas planned for Commercial Mixed-Use or Neighborhood Mixed-Use. Concentrate higher-intensity housing along the Highway 50 corridor.

THIS PAGE INTENTIONALLY LEFT BLANK



Colorado City

Background

The Colorado City Metropolitan District (CCMD) was established in 1963. Colorado City is the southernmost community in Pueblo County and serves as the service hub for the Greenhorn Valley. Colorado City sits at an elevation of approximately 6,000 ft. and boasts stunning views of Greenhorn Mountain and the Wet Mountains to the west, and the Spanish Peaks to the south. Residents value Colorado City's natural beauty and views, but also the many recreational activities the community offers, such as, golfing, hiking, fishing, camping, horseback riding, and bird watching. Approximately 13,000 of the 16,800 platted lots in the CCMD are undeveloped.

Opportunities and Constraints

Colorado City has been growing at a rate of about one percent per year, adding around 15 new homes annually. Though the number of vacant lots far exceeds the existing service capacity for water and sewer, current capacity may be sufficient to support Colorado City's historic rate of growth, if planned upgrades are completed and the present rate of growth remains constant over the 20-year planning horizon. While Colorado City has traditionally been most popular with retirees, the area is becoming more popular for workers seeking a relaxed lifestyle with an easy commute to major employers at the south end of the City of Pueblo.

Goals and Policies: Colorado City (CC)

GOAL CC-1: Support continued growth at a level that is sustainable based on current and planned infrastructure and services.

POLICY CC - 1.1: I-25 INTERCHANGE

Seek opportunities for the limited expansion of highway-oriented commercial services in the vicinity of the Interstate 25 interchange and Cuerno Verde-Colorado City Rest Area.

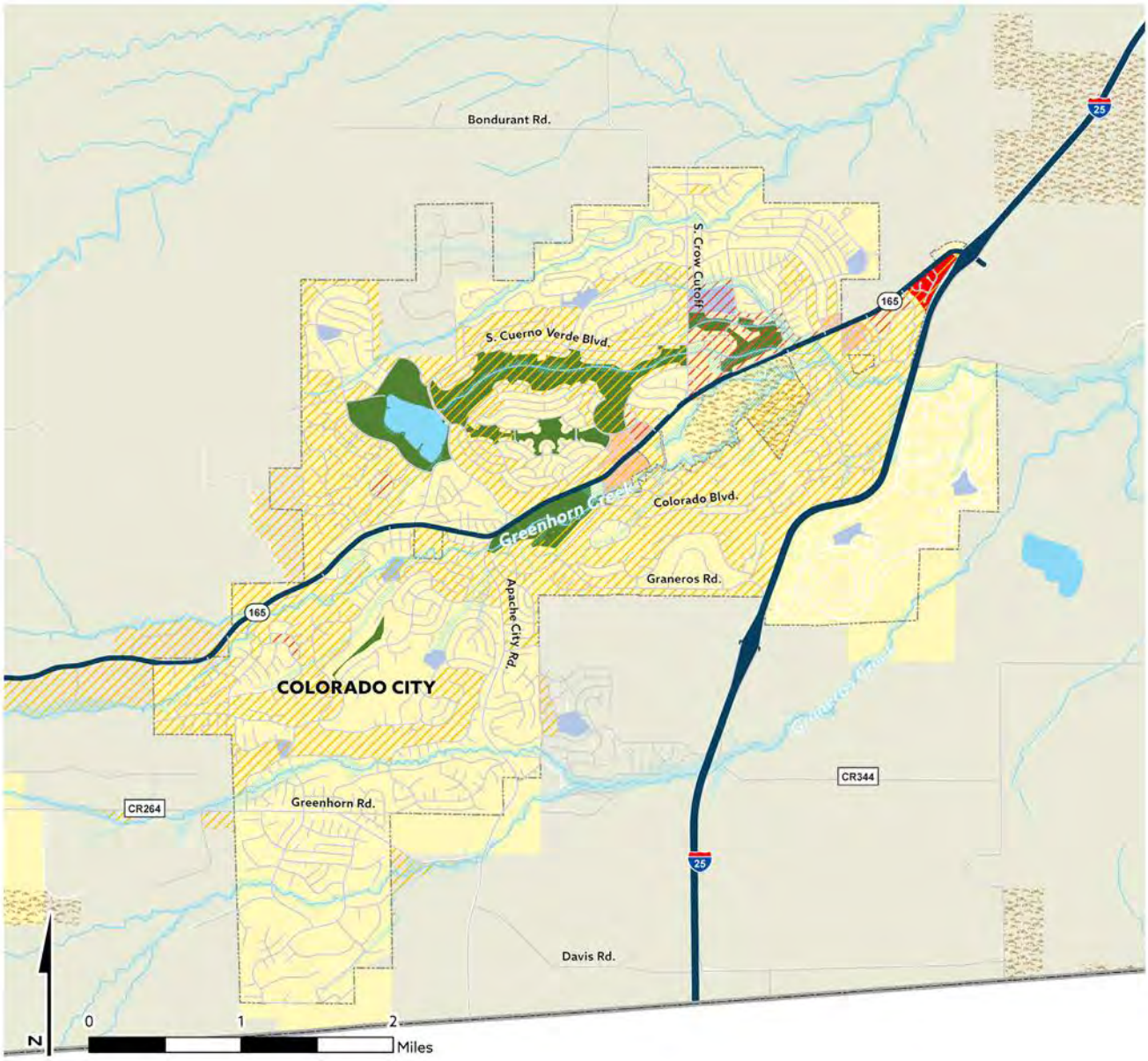
POLICY CC - 1.2: HIGHWAY 165 CORRIDOR

Support the retention and expansion of existing restaurants, retail businesses, and commercial services along the Highway 165 corridor and seek opportunities to attract new businesses to the area as part of established development nodes.

POLICY CC - 1.3: RURAL NEIGHBORHOODS

Support the incremental buildout of Rural Neighborhoods in Colorado City that have infrastructure and services in place.

Future Land Use: Colorado City



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

EMPLOYMENT AREAS
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)

- Pueblo County Boundary
- Conservation Easements
- Colorado City Metropolitan District
- Floodzones
- Rivers, Lakes, and Streams

WILDLAND-URBAN INTERFACE (WUI)
- Interface
- Intermix

Source: City of Pueblo, Pueblo County, CDOT, CDPHE, SILVIS Lab





St. Charles Mesa

Background

The St. Charles Mesa is located east of the City of Pueblo. The St. Charles Mesa's Prime (Irrigated) Farmland and access to irrigation water from the Bessemer Ditch has made the area a hub for food production, farm stands, and other agricultural activities for over 130 years. While the types of crops produced in the area have evolved, the St. Charles Mesa still functions as the hub of the region's chile and vegetable production. Residential development in the area includes a combination of historic farmsteads and family "compounds," as well as newer large lot subdivisions and individual single-family homes on small acreages.

The area is served by the St. Charles Mesa Water District (SCMWD), which covers two service zones encompassing 65 square miles, with water drawn primarily from the Bessemer Irrigation Ditch and the Arkansas River.

Opportunities and Constraints

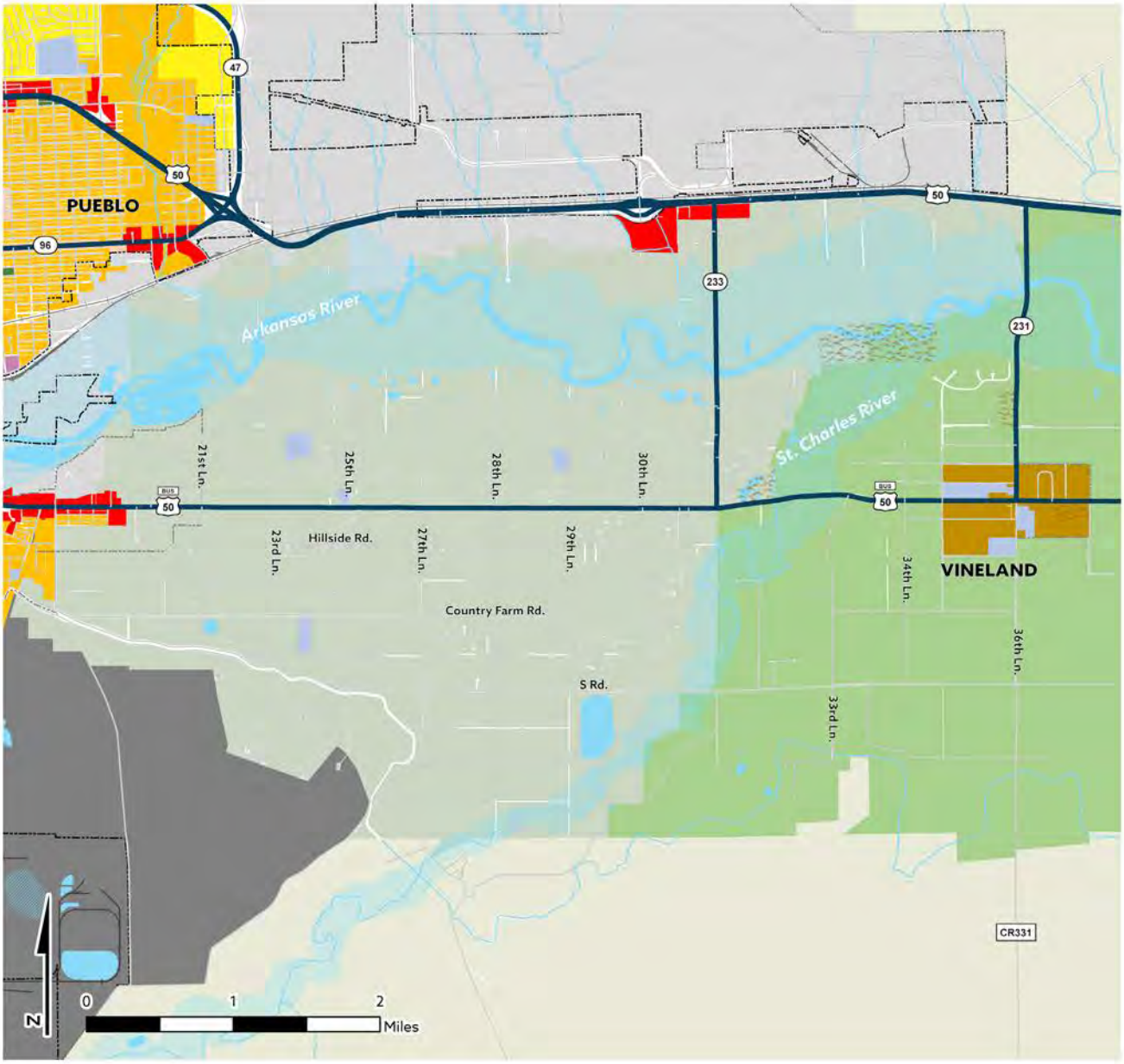
For the purposes of the Future Land Use Plan, portions of the St. Charles Mesa that lie west of the St. Charles River are distinguished from those that lie to the east. Portions of the Mesa that lie to the west of the St. Charles Mesa are designated as Agricultural Neighborhood, while areas that lie to the east of the St. Charles River (and extend east along the Arkansas River to Boone) are designated as Production Agriculture. These designations reflect the distinct difference in land use patterns that exist on either side of the St. Charles River. Parcel sizes west of the St. Charles River are significantly smaller and more varied, ranging from one to 40+ acres when compared to the large, contiguous tracts of production farmland that remain east of the St. Charles River. This distinction is largely dictated by underlying zoning.

While agriculture remains the predominant use, the area has experienced increased pressure for both residential and non-residential development. Between 2000 and 2020, approximately 15 new homes were permitted annually. New commercial services have also begun to emerge along Santa Fe Drive. While some of these changes have been initiated by developers or land speculators, others have been initiated by property owners and agricultural producers that are nearing retirement age and seeking to access the equity that exists within their land.

This trend has resulted in a gradual reduction in the overall amount of prime agricultural land that is available for production, the gradual "dry-up" of some parcels as water rights revert to the Bessemer Ditch, demand for more "city" services, and increased traffic on roadways. Increased development has also made production on the land that remains more challenging due to access constraints, and an increase in conflicts between agricultural producers and new residents over noise, smells, and slow-moving farm vehicles on area roadways.

The introduction of the Agricultural Neighborhood land use category and the goal and policies below as part of the 2021 Regional Comprehensive Plan reflect a growing concern on the part of agricultural stakeholders and the community-at-large about the cumulative impacts of these changes on the County's agricultural industry and regional food system.

Future Land Use: St. Charles Mesa



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

EMPLOYMENT AREAS
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)
- Conservation Easements
- City of Pueblo
- Designated Place
- Floodzones
- Rivers, Lakes, and Streams
- Special Develop. Area (SDA)

Source: City of Pueblo, Pueblo County, CDOT, CDPHE



Goals and Policies: St. Charles Mesa (SCM)

GOAL SCM-1: Retain and protect the viability of agriculture on the St. Charles Mesa.

POLICY SCM - 1.1: SITE SURVEY

Incorporate considerations to protect Prime (Irrigated) Farmland and Prime Agricultural Land into the building and subdivision process to help inform the application of regulatory tools.

POLICY SCM - 1.2: SUBDIVISION DESIGN

Require the use of conservation subdivisions, clustering, and other conservation-oriented site planning approaches to help retain common, connected parcels of farmland and other agricultural land, maintain established access points to the Bessemer Ditch, protect floodplain areas, and otherwise limit impacts on agricultural production when residential subdivisions do occur.

POLICY SCM - 1.3: SUPPORTING LAND USES

Allow for a range of supporting land uses to accommodate agricultural production, processing, and sales, recognizing that needs may change over time.

POLICY SCM - 1.4: CONSERVATION TOOLS

Explore the feasibility of establishing and administering a program that facilitates the transfer (or purchase) of development rights with the primary purpose of protecting Prime (Irrigated) Farmland and Prime Agricultural Land while providing private property owners with the ability to be "made whole" on their investment in the land. [See also, Appendix D: Tools and Best Practices to Support Agriculture].

POLICY SCM - 1.5: REGIONAL COLLABORATION

Faciliate the implementation of goals and policies associated with Guiding Principle 2: Deepen Our Agricultural Roots through collaboration with area producers, conservation organizations, the City of Pueblo, and other agricultural stakeholders. [See also, Section 2: Regional Goals and Policies.]



Rural/Ranch Areas Unincorporated Areas (Generally)

Surrounding the rural communities of Pueblo County are mountains, valleys, plains, and plateaus that feature a diverse mix of uses and landowners, which share a common reliance on natural resources and open lands. Public lands—owned and managed by the federal, state, and local agencies—are important for wildlife habitat, recreational activities, scenic beauty, resilience to natural disasters, and overall environmental health. Privately-owned land is largely made up of farms, ranches, and 35-acre ranchettes that provide resource-based economic productivity, opportunities for rural lifestyles, and contribute to the agricultural heritage of the region.

While some private lands are protected from development by conservation easements that ensure a continuation of rural character, other areas may grow and develop over time, which could impact the environmental, economic, and scenic value they provide. Conservation of Prime Farmland, Prime Agricultural Land, and ranch lands can be promoted through subdivision standards that prioritize land conservation, policies and standards that encourage clustering of development to conserve open space, programs that allow for the sale or transfer of development rights to more appropriate locations, and other policies and programs. Appendix D, Tools and Best Practices to Support Agriculture, details some of the best practices for conserving agricultural lands.

Rural Communities

Rural communities in Pueblo County include the incorporated towns of Rye and Boone, as well as the unincorporated communities of Avondale and Beulah. Each of these places has a distinct history, character, and sense of community. Area residents and property owners should be engaged in land use decisions in and around these communities as potential changes arise.



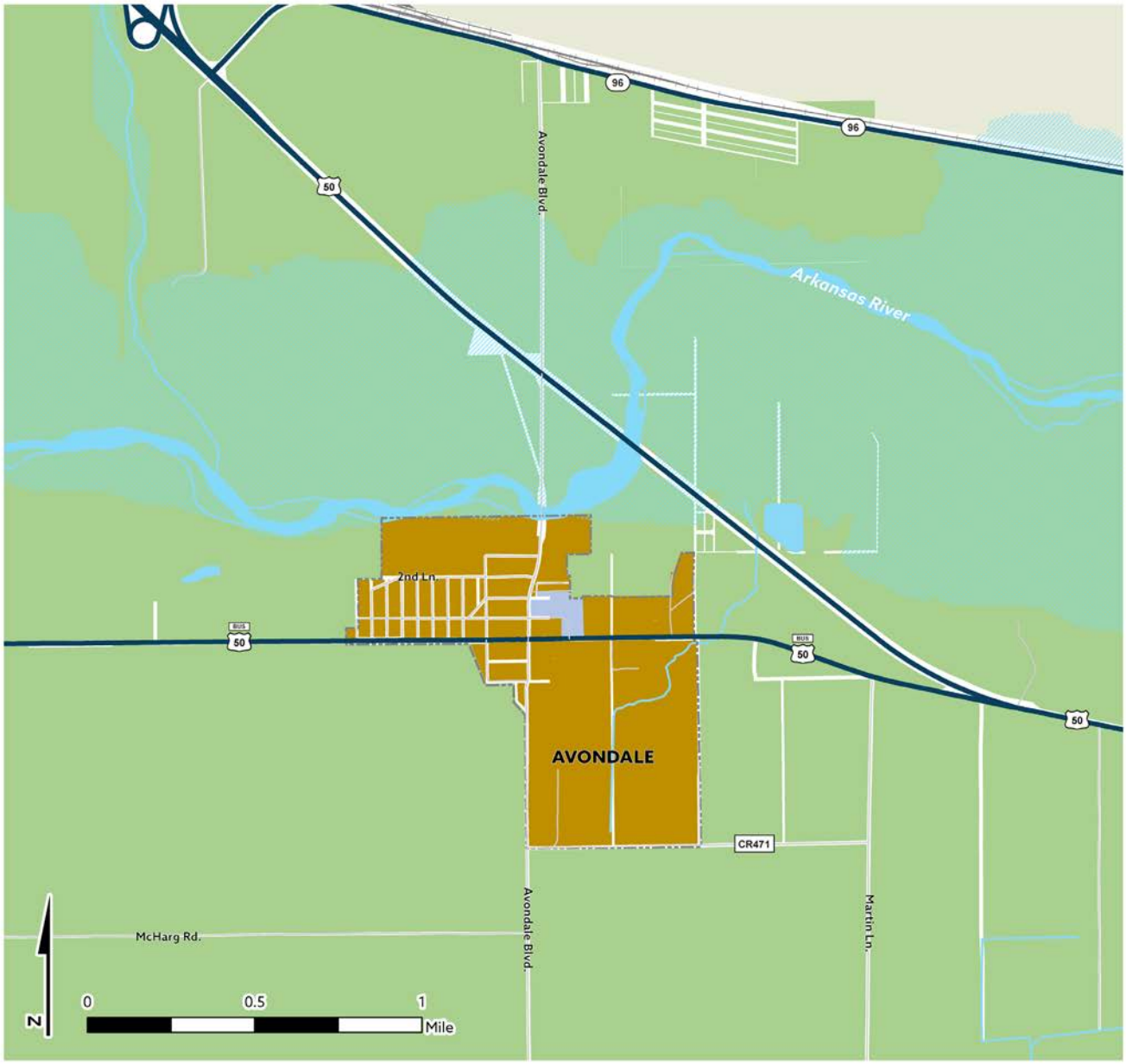


Avondale

Location and Context. Avondale is located 15 miles east of the City of Pueblo and two miles south of the main entrance to the former Pueblo Army Depot (PuebloPlex). The community is characterized by its traditional grid of streets and blocks, modest single-family neighborhoods, tree-lined streets, proximity to the Arkansas River, and thousands of acres of prime agricultural land that surrounds it.

Future Land Use Considerations. Since its inception, Avondale has played an important role in providing workforce housing and services to support the agricultural industry in Pueblo County, as well as in neighboring Otero County. Avondale's population has expanded and contracted over the past decade and in 2019 hovered around 700. Opportunities for limited future development do exist based on available land and the available capacity of Avondale Water and Sanitation District, which provides services to the community. Residential opportunities include the potential to incorporate new single-family homes on vacant lots, or small subdivisions on the larger vacant properties that exist in different areas of the community. Non-residential opportunities include the possibility to expand community- and industry-serving uses, such as commercial/retail businesses that help meet the daily needs of area residents and producers, or small-scale processing, equipment sales and repair, or packaging facilities geared toward the agricultural industry. Future development in and around Avondale should be sited in areas that minimize impacts on the extent and long-term viability of the prime agricultural land that surrounds the community.

Future Land Use: Avondale



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

EMPLOYMENT AREAS
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)

- Conservation Easements
- Designated Place
- Floodzones
- Rivers, Lakes, and Streams

Source: City of Pueblo, Pueblo County, CDOT, CDPHE

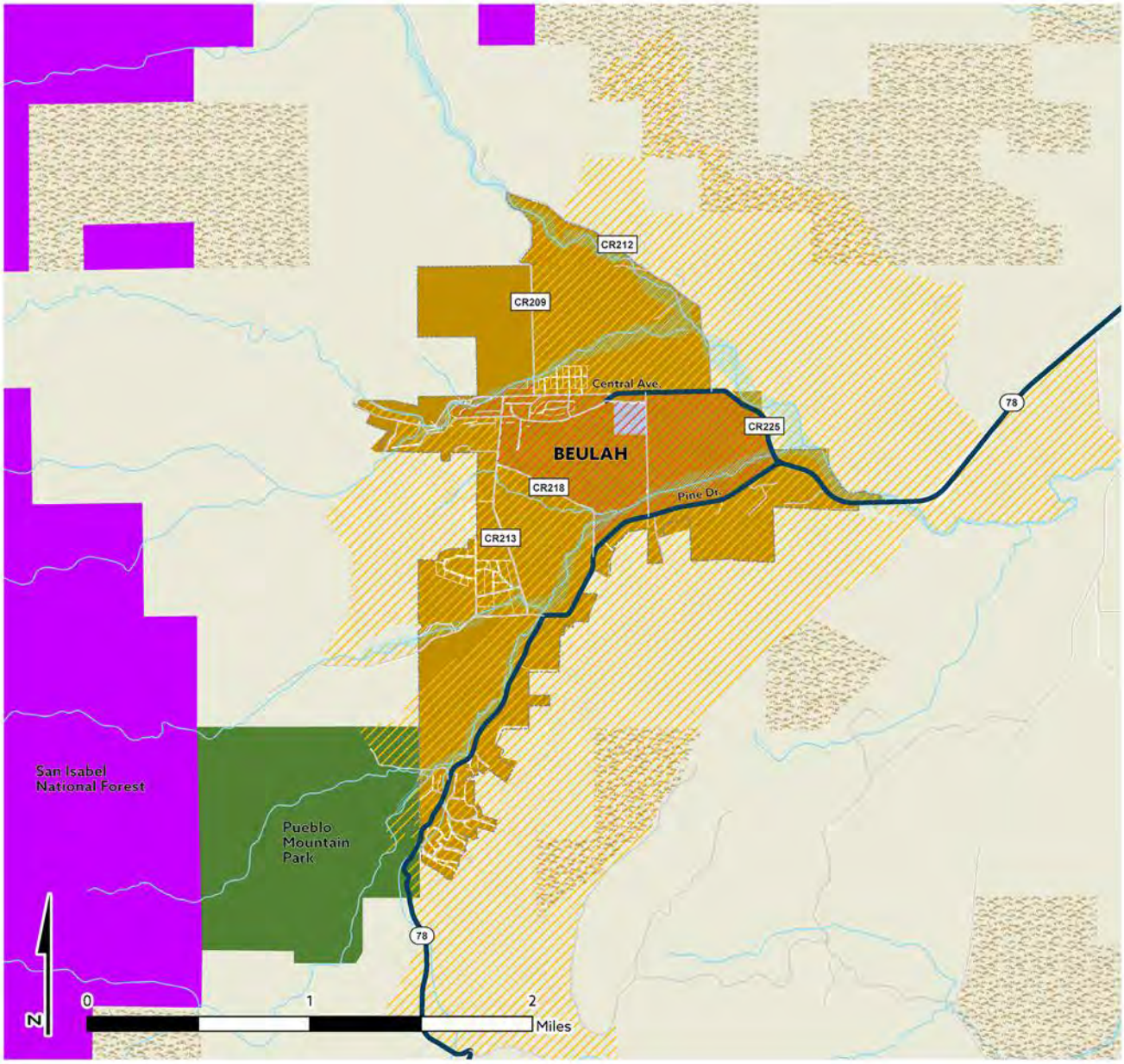
Beulah Valley

Location and Context. Beulah Valley is located in the Wet Mountains approximately 24 miles west of the City of Pueblo. The core of the community is sited in a lush mountain valley surrounded by irrigated hayfields and forested hillsides and offers views of St. Charles Peak and other mountains to the southwest. While most of the community's population is along and around Central Avenue (SH 225), homes extend along Pine Drive on the south, Northcreek Road on the east, and Squirrel Creek Road on the north, framing the valley floor. Homes also extend west along Cascade Avenue into Middle Creek Canyon and along other roadways to the north and south. In 2019, Beulah Valley's population was 780.

History. As early as 1845, the valley was notorious hideout for bandits known as Mace's Hole. In the 1860s, the valley was home to a significant encampment of Confederate troops for brief time. After the Civil War ended, the area changed quickly. By the early 1870s, the valley was home to a small village that included a one-room schoolhouse and post office. In 1876, Mace's Hole became known as "Beulah"—reportedly as a result of a vote to change the name was organized by resident Reverend Gaylord.[1] Since then, Beulah Valley has been home to a variety of industries at different points in time—mining, forestry, and agriculture. The valley also became defined by recreation. The City of Pueblo purchased 600 acres from the State Land Board in 1920 with the intent of establishing the Pueblo Mountain Park. Many of the park's facilities were constructed by the Civilian Conservation Corps and Works Progress Administration during the 1930s and remain today. The area was a popular destination for Puebloans with summer homes in the area through the 1950s.[2] The area is also home to several of Pueblo County's oldest ranches, including the 1,000-acre Bennett Ranch (1897) and more than 9,000-acre 3R Ranch (1860).[3]

Future Land Use Considerations. Limited new development in the Beulah Valley is expected to continue to occur on a lot-by-lot basis. The central area of Beulah Valley is served by the Beulah Water Works District. Future land use decisions in the area should prioritize protection of the area's small-town character, natural environment, and historic resources. Opportunities for the limited expansion of community- and tourism-oriented services and amenities may exist. However, many of Beulah Valley's assets—its location, development patterns, and the surrounding forest also make it especially vulnerable to wildfires. Efforts to mitigate wildfire hazards through the creation of defensible space and the use of "Firewise" development and landscaping techniques should be encouraged through education and outreach in collaboration with volunteer fire protection districts in the area.

Future Land Use: Beulah Valley



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods
- Urban Neighborhoods (UN)

COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

EMPLOYMENT
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)
- Conservation Easements
- Designated Place
- Floodzones
- Rivers, Lakes, and Streams

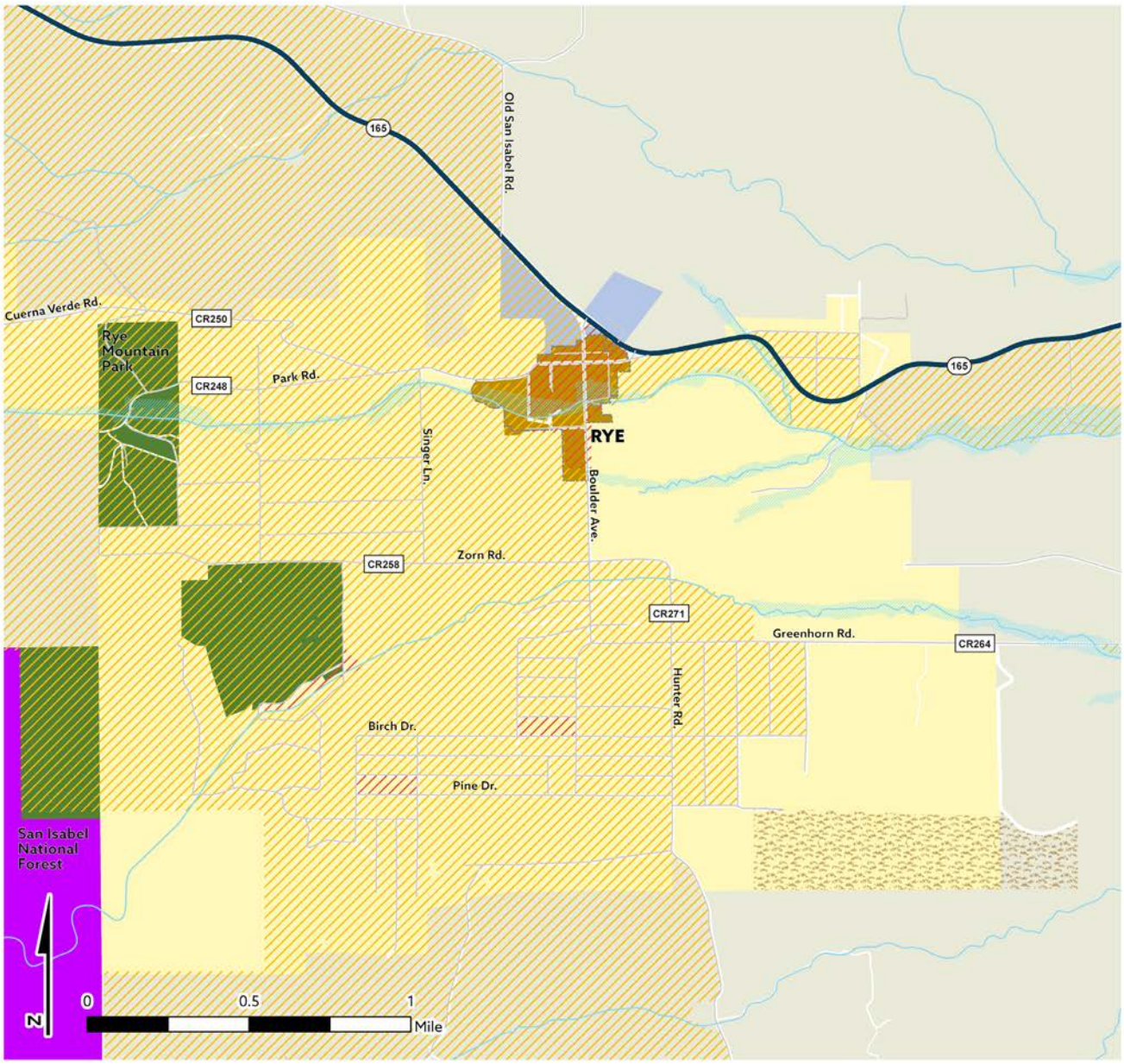
WILDLAND-URBAN INTERFACE (WUI)
- Interface
- Intermix

Source: City of Pueblo, Pueblo County, CDOT, CDPHE, SILVIS Lab

Town of Rye

The Town of Rye is a statutory town within Pueblo County located approximately six miles west of Colorado City. In 2019, the Town's population was 197. While Pueblo County does not have jurisdiction within the Town of Rye, the Town, Pueblo County, and Colorado City Metropolitan District coordinate routinely on issues related to land use, water supply/quality, wildfire mitigation, and other considerations.

Future Land Use: Town of Rye



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

EMPLOYMENT AREAS
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)

- Town of Rye
- Conservation Easements
- Floodzones
- Rivers, Lakes, and Streams

WILDLAND-URBAN INTERFACE (WUI)
- Interface
- Intermix

Source: City of Pueblo, Pueblo County, CDOT, CDPHE, SILVIS Lab



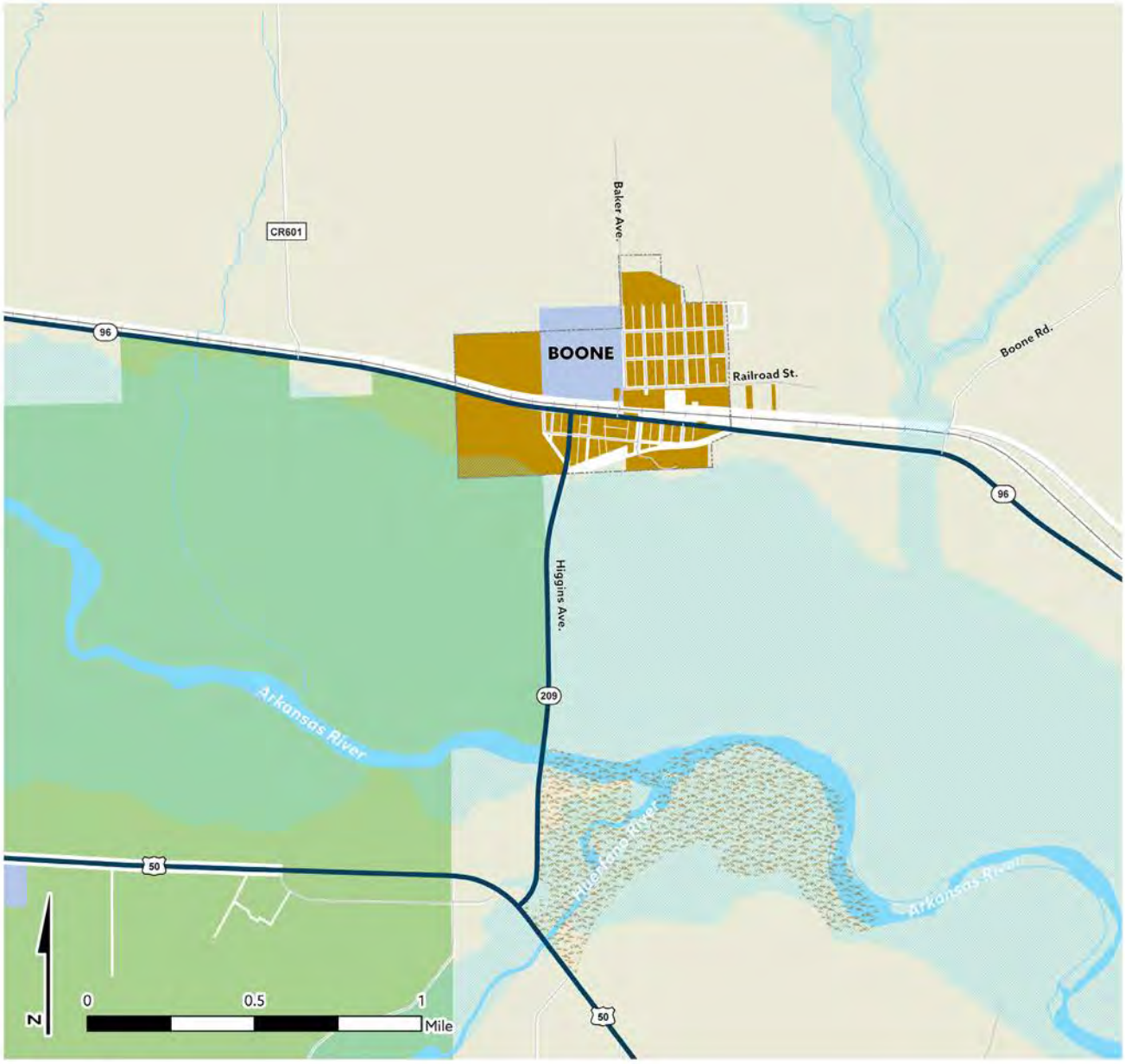




Town of Boone

The Town of Boone is a statutory town within Pueblo County located approximately 24 miles east of the City of Pueblo. In 2019, the Town's population was 233. While Pueblo County does not have jurisdiction within the Town, the Town routinely coordinates with Pueblo County on issues related to land use and other issues of mutual importance.

Future Land Use: Town of Boone



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

EMPLOYMENT AREAS
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)
- Conservation Easements
- Town of Boone
- Floodzones
- Rivers, Lakes, and Streams

Source: City of Pueblo, Pueblo County, CDOT, CDPHE

SECTION 3 ENDNOTES

1 https://www.historycolorado.org/story/do-you-know-place/2019/12/12/maces-hole-history-bandits-brigands-and-beulah
2 https://www.chieftain.com/article/20151205/NEWS/312059975
3 https://thebeulahnewspaper.com/december-2018 and https://www.historycolorado.org/sites/default/files/media/documents/2020/cfr_banner_2019_web.pdf

THIS PAGE INTENTIONALLY LEFT BLANK



SECTION 4

IMPLEMENTATION AND MONITORING



ABOUT THIS SECTION

This section highlights major initiatives that will support the implementation of the Regional Comprehensive Plan over the next one to three years. As a reflection of the region's ongoing commitment to collaboration, many of the initiatives identified will require the coordinated efforts of Pueblo County, the City of Pueblo, metropolitan districts, service providers, and other partner organizations within the region. This section is intended as a tool to help inform the creation of more detailed work programs, capital improvement plans, budgets, and other mechanisms that will help support the implementation of the Regional Comprehensive Plan.

PRIORITY INITIATIVES

REGIONAL INITIATIVES

COUNTY INITIATIVES

CITY INITIATIVES

PRIORITY INITIATIVES

Priority initiatives are actions that will support the implementation of the Regional Comprehensive Plan over the next one to three years. The lists of priority initiatives that follow are organized by those that explicitly require regional cooperation to accomplish and those that will be led by Pueblo County, the City of Pueblo, or the Pueblo West Metropolitan District with support from other regional partners. Each initiative is accompanied by an explanation of the following:

Regional Partners

The Regional Comprehensive Plan is a demonstration of the collaborative and interconnected work being done by the County, City, and Pueblo West. Many other organizations, special districts, and agencies play a critical role in local and regional initiatives.

Initiative Types

Each initiative falls within one of four categories:

- **Regulatory revisions**. Zoning and development regulations are one of the primary tools Pueblo County and the City of Pueblo uses to implement the Future Land Use Plan and set out in the Regional Comprehensive Plan. Initiatives in this section highlight some of the types of regulatory revisions that should be considered to support the implementation of the Master Plan.
- **Regional planning.** Ongoing or new regional efforts related to planning, development review, permitting, and service provision issues.
- **Local plans and policies.** More detailed planning at a local or neighborhood level will be necessary in some instances to supplement the recommendations in this Regional Comprehensive Plan.
- **Monitoring.** Data and analysis used to monitor housing, population, economic, and other regional trends will need to be coordinated among multiple agencies.

Timing

An estimated timeframe is provided for each initiative:

- **Near-term.** These initiatives are planned for completion within one- to three-years of Regional Comprehensive Plan adoption, and in some instances are already underway.
- **Ongoing.** These initiatives are performed on a recurring basis and are listed with their associated timeframe as applicable (i.e., annually, as-needed, etc.)

Relationship to Regional Comprehensive Plan

Guiding principles and goals that are directly supported by each initiative are referenced where applicable. However, many of the initiatives are cross-cutting in that they will help advance multiple aspects of the Regional Comprehensive Plan.

Regional Initiatives

Initiatives/Related Goals	Responsibility	Type
Near-term		
Develop an intergovernmental agreement regarding future growth in the unincorporated areas to support the consistent application of criteria for major projects as established in Section 3: Regional Development Plan. *(Directly supports Guiding Principle 6)*	Lead: City and County Partner(s): Service providers	Regional planning
Integrate fiscal impact modeling into review of major projects (as defined by this Regional Comprehensive Plan) *(Directly supports Goal 6.1)*	Lead: County Planning and Development Department, City Planning and Community Development Department Partner(s): Pueblo Regional Building Department, Pueblo County departments, City of Pueblo departments	Local plans and policies
Ongoing or Currently Underway		
Improve broadband access *(Directly supports Policy 3.2.2)*	Lead: Service Providers Partner(s): City, County, and Pueblo West	Regional planning
Support regional marketing efforts like Choose Pueblo *(Directly supports Goal 4.1, Goal 4.4, Policy 5.1.4, and Goal 5.2)*	Lead: City and County Partner(s): Other regional partners	Regional planning
Coordinate planning for decommission of the Pueblo Chemical Depot and redevelopment of PuebloPlex site *(Directly supports Policy 2.5.2, Goal 5.1, and Policy 6.2.5)*	Lead: County Planning and Development Department, City Planning and Community Development Department Partner(s): Pueblo County departments, City of Pueblo departments, other regional partners	Regional planning
Coordination on Pueblo Means Business initiative and plans for a regional development services center *(Directly supports Goal 5.5)*	Lead: Pueblo County Partner(s): City, Pueblo West, Regional Building	Regional planning
Coordinate on implementation of One Pueblo (highlight specifics that support the guiding principles outlined in this plan) *(Directly supports Goal 5.2)*	Lead: PEDCO Partner(s): County, City, and other regional partners	Regional planning
Work with state, regional, and local partners on funding, planning, developing, and maintaining regional trail networks like the Fountain Creek Trail, Arkansas River Trail, and Front Range Trail *(Directly supports Policy 4.2.4 and Policy 4.2.5, Goal 7.1, Policy 7.3.2)*	Lead: County Planning and Development Department, City Planning and Community Development Department Partner(s): Pueblo County departments, City of Pueblo departments, other regional partners	Regional planning

County Initiatives

Initiatives/Related Goals	Responsibility	Type
Near-term		
Update development code to: • Modernize districts and uses to expand flexibility/provide more tailored guidance as appropriate in different parts of the County • Update development standards to address compatibility issues/incorporate various targeted amendments that have been recently completed • Incorporate standards and incentives to promote sustainable development practices (e.g., building and site design, landscaping) *(Directly supports Goals 1.1, 1.2, 1.3, 6.1, 6.2, 6.3, and 6.4)*	Lead: County Planning and Development Department Partner(s): County Public Works Department, Pueblo West Community Development Department	Regulatory revisions
Formalize and expand support for agricultural protections: • Establish a dedicated staff position with a focus on agricultural outreach, education, advocacy, food systems (access, security, urban agriculture, food policy), conservation strategies, and management of TDR/PDR program (if pursued) • Explore creation of TDR/PDR program or other conservation programs as part of development code update • Continue to explore concepts presented by Palmer Land Conservancy for Bessemer Ditch water usage/transfer strategies in collaboration with Pueblo Water, the City of Pueblo, area producers, and other stakeholders • Expand awareness of available programs and incentives (e.g., State initiatives such as Agricultural Workforce Development Program and Beginner Farmer Program) *(Directly supports Goals 2.1, 2.2, 2.3, 2.4, 2.5, and Policy 6.3.2)*	Lead: County Planning and Development Department Partner(s): City, conservation organizations and other agricultural stakeholders	Regulatory revisions
Update regional transportation model to incorporate updated Future Land Use Plan *(Directly supports Policy 7.1.1)*	Lead: PACOG, County Planning and Development Department Partner(s): County Public Works Department	Regional planning
Expand data layers available through County's mapping portal to aid in review of compatibility and siting considerations for future development (e.g., solar projects, prime agricultural land, crops, conservation easements) *(Directly supports Policies 5.5.2, 6.1.1, and 7.4.4)*	Lead: County Planning and Development Department Partner(s): County Information Technology Department	Local plans and policies
Ongoing		
Secure matching funding necessary to complete the extension of Joe Martinez Boulevard as an alternate connection between Pueblo West and the City of Pueblo (?) *(Directly supports Policies 7.1.5 and 7.3.2)*	Lead: County Planning and Development Department Partner(s): County Public Works Department, City Planning and Community Development Department, Pueblo West Public Works Department, Pueblo West Parks and Recreation Department	Regional planning

City Initiatives

Initiatives/Related Goals	Responsibility	Type
Near-term		
Consolidate and update land use and subdivision regulations as part of a Unified Development Code with a focus on: • Modernizing districts and uses to expand opportunities for housing and mixed-use development • Updating development standards to address considerations of larger residential projects, infill compatibility, density transitions, screening, etc. • Tailoring requirements to fit different development contexts with in the City and reduce non-conforming uses (e.g., residential design standards) • Incorporating standards and incentives to promote sustainable development practices (e.g., building and site design, landscaping) *(Directly supports Goals 1.1, 1.2, 1.3, 6.1, 6.2, 6.3, and 6.4)*	Lead: City Planning and Community Development Department Partner(s): City of Pueblo departments	Regulatory revisions
Explore development of new mechanisms and tools that can help fund infrastructure needed to support new development. Evaluate the feasibility and need for tools such as impact fees to ensure new development can be supported. *(Directly supports Policy 6.1.7)*	Lead: City Public Works Department Partner(s): City Planning and Community Development Department	Regulatory revisions
Prepare a Subarea Plan for Downtown Pueblo to provide more tailored guidance regarding the overall mix of uses; extent and intensity of development desired in different parts of Downtown; the identification of catalyst sites; active solicitation of opportunities for those sites, and a strategic plan guiding public, private, and partner investments, roles/responsibilities, and actions. *(Directly supports Policies 1.1.7, 4.4.5, and 6.2.1)*	Lead: City Planning and Community Development Department Partner(s): City of Pueblo departments	Planning
Prepare a subarea plan for East Pueblo with a focus on increasing reinvestment and access to goods and services. (i.e., attracting food stores to the area). *(Directly supports Goals 3.2 and 3.3)*	Lead: City Planning and Community Development Department Partner(s): City Housing and Citizen Services Department, City Parks and Recreation Department, City of Pueblo departments	Planning
Prepare a Highway 50 and I-25 Redevelopment Plan to establish a strategy for redevelopment in this area. *(Directly supports Goals 6.1 and 6.2)*	Lead: City Planning and Community Development Department Partner(s): City of Pueblo departments	Planning
Identify high-priority neighborhoods for historic preservation based on level of historic quality and risk of resident displacement *(Directly supports Goal 1.2 and Goal 4.1)*	Lead: City Planning and Community Development Department Partner(s): City of Pueblo departments	Planning

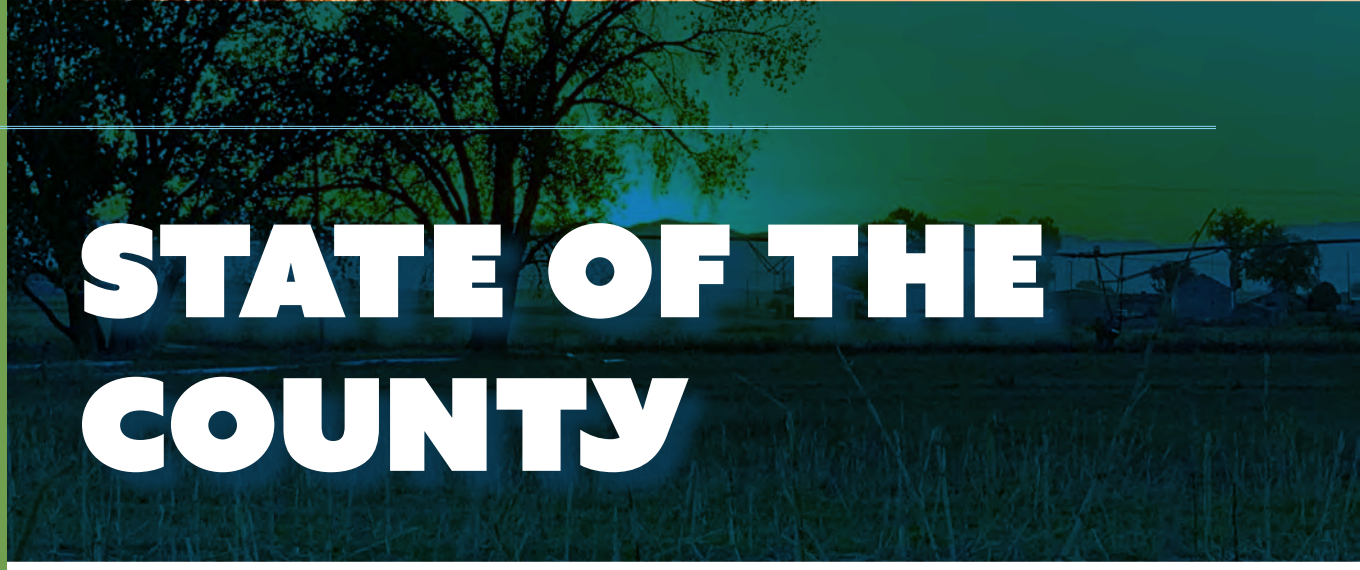
Initiatives/Related Goals	Responsibility	Type
Update the Parks and Recreation Plan to establish priorities for maintaining existing infrastructure, expanding parks and services, and ensuring equitable access to recreation amenities *(Directly supports Goal 3.3 and Goal 7.4)*	Lead: City Planning and Community Development Department Partner(s): City of Pueblo departments	Planning
Ongoing		
Support efforts of the Neighborhood Stabilization Program to purchase, rehabilitate, and develop affordable housing *(Directly supports Goal 1.1, Goal 1.2, and Goal 1.3)*	Lead: City Planning and Community Development Department Partner(s): City of Pueblo departments	Local plans and policies

Pueblo West Initiatives

Initiatives/Related Goals	Responsibility	Type
Near-term		
Collaborate with Pueblo County on updates to County zoning and development standards to support desired land use patterns in Pueblo West. *(Directly supports Goals 1.1 through 1.6, and Goals 6.1 and 6.2)*	Lead: County Planning and Development Department Partner(s): County Public Works Department, Pueblo West Community Development Department	Regulatory revisions
Continue to pursue a variety of strategies that increase the feasibility of development on lots owned by PWMD and encourage new development, including, but not limited to—proactive rezoning, consolidation of lots, strategic sales, and infrastructure enhancements. *(Directly supports Goals 1.5 through 1.7, 3.1 through 3.4, 3.6, and 6.3)*	Lead: Pueblo West Community Development Department Partner(s): Pueblo County Public Works Department	Local plans and policies
Actively participate in ongoing planning for the future extension of Joe Martinez Drive east to West 24th Street to help alleviate congestion along Highway 50 and provide an alternate route between Pueblo West and Downtown Pueblo *(Directly supports Goals 1.1, 1.2, and 1.4)*	Lead: County Planning and Development Department Partner(s): County Public Works Department, City Planning and Community Development Department, Pueblo West Public Works Department, Pueblo West Parks and Recreation Department	Regional planning
Ongoing		
Develop a strategy or mechanisms for funding of new roadway development or repair of existing roadways through use of special assessment districts. Use localized funding approaches to allow for multiple lots to be provided access through joint funding of street extension or repair. Focus on non-paved roads and roads not accepted for county service. *(Directly supports Goals 1.1 through 1.6, and 6.1 through 6.3)*	Lead: Pueblo West Public Works Department Partner(s): Pueblo County Public Works Department	Regulatory revisions

THIS PAGE INTENTIONALLY LEFT BLANK

APPENDIX A



STATE OF THE COUNTY

The State of the County report was an interim work product prepared as part of the Regional Comprehensive Plan process. The report contains three sections:

Setting the Stage. As a foundation for the sections that follow, this section provides an overview of demographic and socioeconomic data and trends for Pueblo County.

Focus Areas. This section explores current conditions and trends, issues and opportunities, and related plans and studies specific to five focus areas that emerged as major topics for discussion during initial meetings with project stakeholders in late 2020. These focus areas include:

- Infrastructure and Services
- Growth and Development
- Economic Base
- Communities and Neighborhoods
- Community Assets

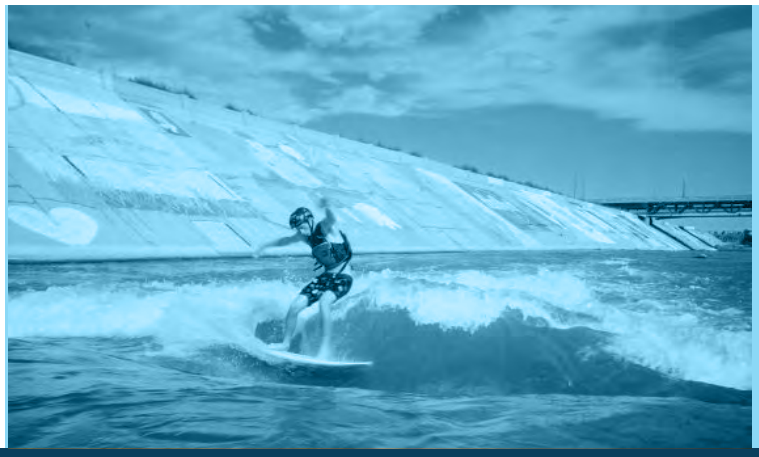
Key Policy Choices. This summary section highlights key policy choices that were explored as part of the Regional Comprehensive Plan process, in response to identified trends, current policies, and existing conditions in each focus area.

Data in this report is intended to be updated from time to time.









STATE OF THE COUNTY REPORT

Pueblo Regional Comprehensive Plan

July 2021

Updated Dec. 2021

YOUR PLAN YOUR PUEBLO

CONTENTS

ABOUT THIS REPORT 167

Background 169
Project Timeline 169
Purpose and Organization 170

SETTING THE STAGE 171

Population 173
Demographics 176

FOCUS AREA 1: INFRASTRUCTURE AND SERVICES 179

Water and Wastewater 181
Water Quality Management 185
Energy 187
Broadband Coverage 189
Transportation 189
Key Considerations for the Regional Comprehensive Plan 194
Focus Area 2: Growth and Development 197
Pueblo County 199
City of Pueblo and Future Growth Areas 203
Pueblo West 207
Colorado City 211
Development Trends: Pueblo County 215
Forecast Growth and Development Demand: Pueblo County 217
Future Development and Land Capacity 220
Key Considerations for the Regional Comprehensive Plan 223

FOCUS AREA 3: ECONOMIC BASE 225

Primary Employment Sectors 227
Educational Attainment 228
Employment Trends 229
Incentive and Economic Development Programs 231
Economic Development Partners and Efforts 233
Key Considerations for the Comprehensive Plan 235

FOCUS AREA 4: NEIGHBORHOODS AND COMMUNITIES 237

Household Composition 239
Housing Stock Characteristics 240
Housing Access and Affordability 244
Key Considerations for the Regional Comprehensive Plan 248

FOCUS AREA 5: COMMUNITY ASSETS249

Education 251
Farms and Ranches 253
Outdoor Recreation 255
Historic and Cultural Resources 258
Arts and Culture and Events 260
Tourism 260
Key Considerations for the Comprehensive Plan 262

KEY POLICY CHOICES 263

Focus Area 1: Infrastructure and Services 265
Focus Area 2: Growth and Development 266
Focus Area 3: Economic Base 267
Focus Area 4: Neighborhoods and Communities 268
Focus Area 5: Quality of Life 269

ENDNOTES 271

ABOUT THIS REPORT







BACKGROUND

Pueblo County—in partnership with the City of Pueblo, Pueblo West, the towns of Boone and Rye, and the unincorporated communities—is conducting a major update of the Region's Comprehensive Plan for the first time since 2002.

The Regional Comprehensive Plan process provides an opportunity to explore what is working well in Pueblo County and to identify what improvements are needed for the future. The updated plan will serve as a policy guide to help inform future decisions related to growth and development in Pueblo County.

This process also provides an opportunity to build upon the numerous recent and ongoing efforts and initiatives underway in the region, many of which are highlighted throughout this report.

PROJECT TIMELINE

The Regional Comprehensive Plan process kicked off in late 2020 and is anticipated to be complete in early 2022. Opportunities for stakeholder and community input will be provided at key points during the process, as illustrated on the diagram above.



PURPOSE AND ORGANIZATION

This State of the County report is provided to help build shared understanding of where we are today, and where we will be in the future based on current trends, and to help frame the questions that need to be considered as part of the Regional Comprehensive Plan process. The report contains three sections:

Setting the Stage. As a foundation for the sections that follow, this section provides an overview of demographic and socioeconomic data and trends for Pueblo County.

Focus Areas. This section explores current conditions and trends, issues and opportunities, and related plans and studies specific to five focus areas that emerged as major topics for discussion during initial meetings with project stakeholders in late 2020. These focus areas include:

- Infrastructure and Services
- Growth and Development
- Economic Base
- Communities and Neighborhoods
- Community Assets

Current and future conditions in these five focus areas are closely inter-related. As the Regional Comprehensive Plan process progresses, key choices in each area will need to be evaluated based on whether they will support—or potentially hinder—Pueblo County's desire for a sustainable and resilient future. This report highlights the social, economic, and environmental factors that must be considered as goals and policies are made.

Key Policy Choices. This summary section highlights key policy choices that will need to be explored as part of the next steps in the Pueblo County Regional Plan process, in light of identified trends, current policies, and existing conditions in each focus area.

SETTING THE STAGE





Pueblo County encompasses 1,509,127 acres (2,358 square miles)—only slightly smaller than the state of Delaware. Primary population centers in the County include the City of Pueblo, the unincorporated metro districts of Pueblo West and Colorado City, and the towns of Boone and Rye. Metro districts are service districts permitted by an act of the Colorado Legislature to provide municipal services such as street improvements, fire protection, recreation, and water and sewer services. They do not have the power to provide police services or zoning and subdivision. Pueblo County provides these services to residents of the unincorporated metro districts.

Data and information in this section is generally broken out for Pueblo County, the City of Pueblo, and (where available) for Pueblo West.

POPULATION

Description	2000	2010	2019	2000-2019[1] Total	Ann. #	Ann. %
Pueblo	102,121	106,881	112,251	10,130	533	0.5%
Rye	202	153	160	-42	-2	-1.2%
Boone	329	340	359	36	2	0.6%
Unincorp. Area						
Pueblo West	16,996	27,854	31,849	14,853	782	3.4%
Colorado City	1,993	1,384	2,347	354	19	0.9%
Rest	20,166	22,884	21,144	978	51	0.2%
Unincorp. Area Total	39,155	52,122	55,340	16,185	852	1.8%
Pueblo County	141,854	159,496	168,110	26,256	1,382	0.9%
Colorado	4,338,785	5,050,332	5,763,976	1,425,191	75,010	1.5%

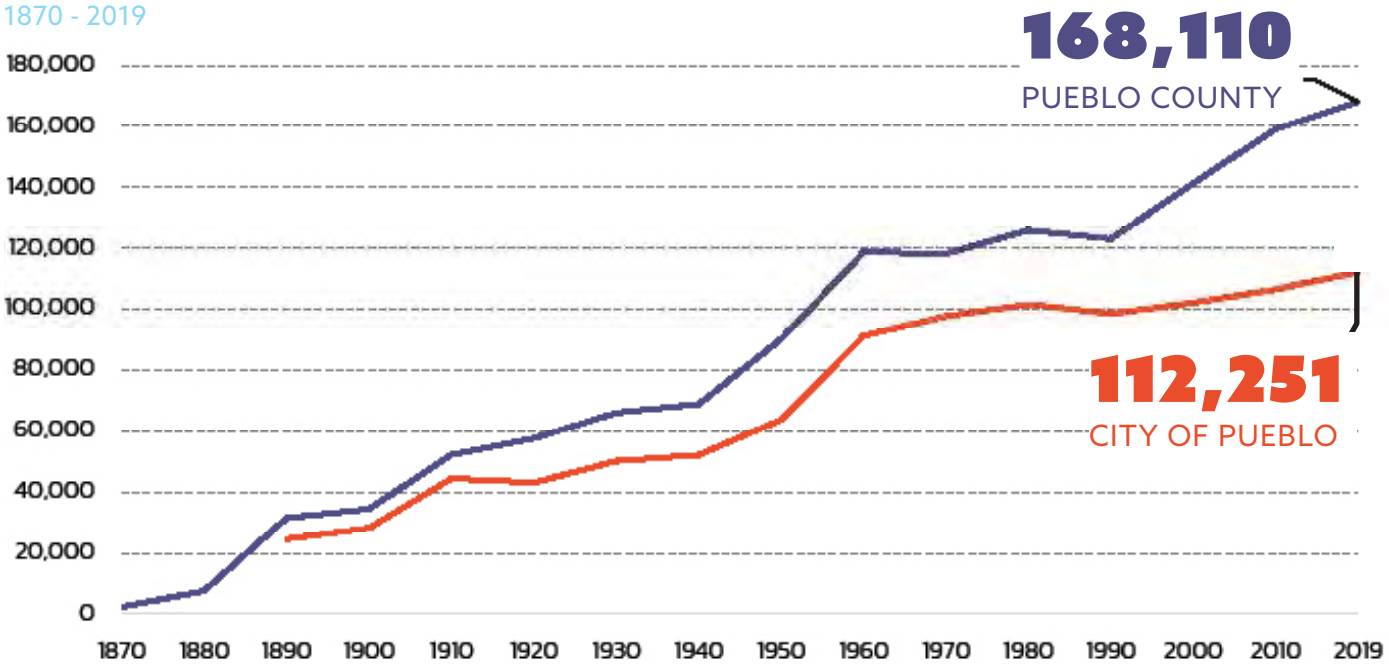
Population 1870 - 2019

In 2019, Pueblo County has 168,110 residents, approximately two-thirds of whom reside within the City of Pueblo. Over time, the City accounts for a decreasing share of Pueblo County's population, as Pueblo West captures a greater share of population growth. Overall, the County has been adding 9,047 new residents per year since 2010.

168,110
PUEBLO COUNTY POPULATION

.9%
ANNUAL GROWTH RATE

Pueblo City and County Population[2]
1870 - 2019



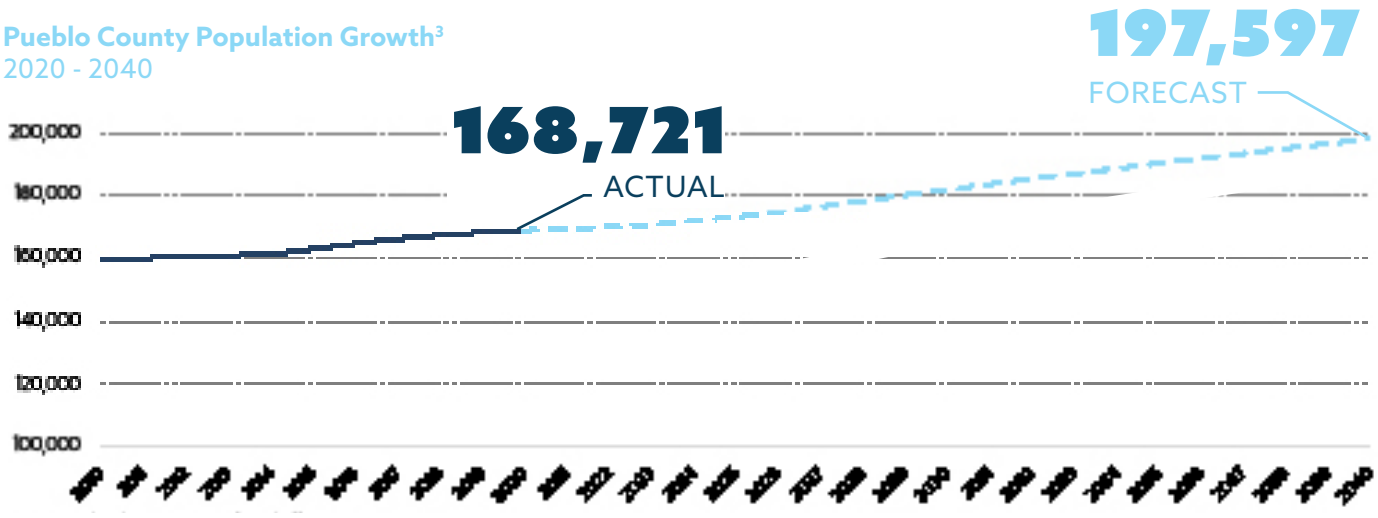
Current Population

There are 168,110 residents in Pueblo County in 2019. Of those, 112,251 (67 percent) live in the City, and 55,340 (33 percent) live outside City limits. Pueblo West is the fastest growing area in the County, increasing annually by 3.4 percent, while the City grows at 0.5 percent annually. Colorado City is growing at a rate of.9 percent per year, while other small, outlying communities in the County have maintained their populations without growing larger. Taking all communities into account, the County's overall rate of growth between 2000 and 2019 has been 0.9 percent.

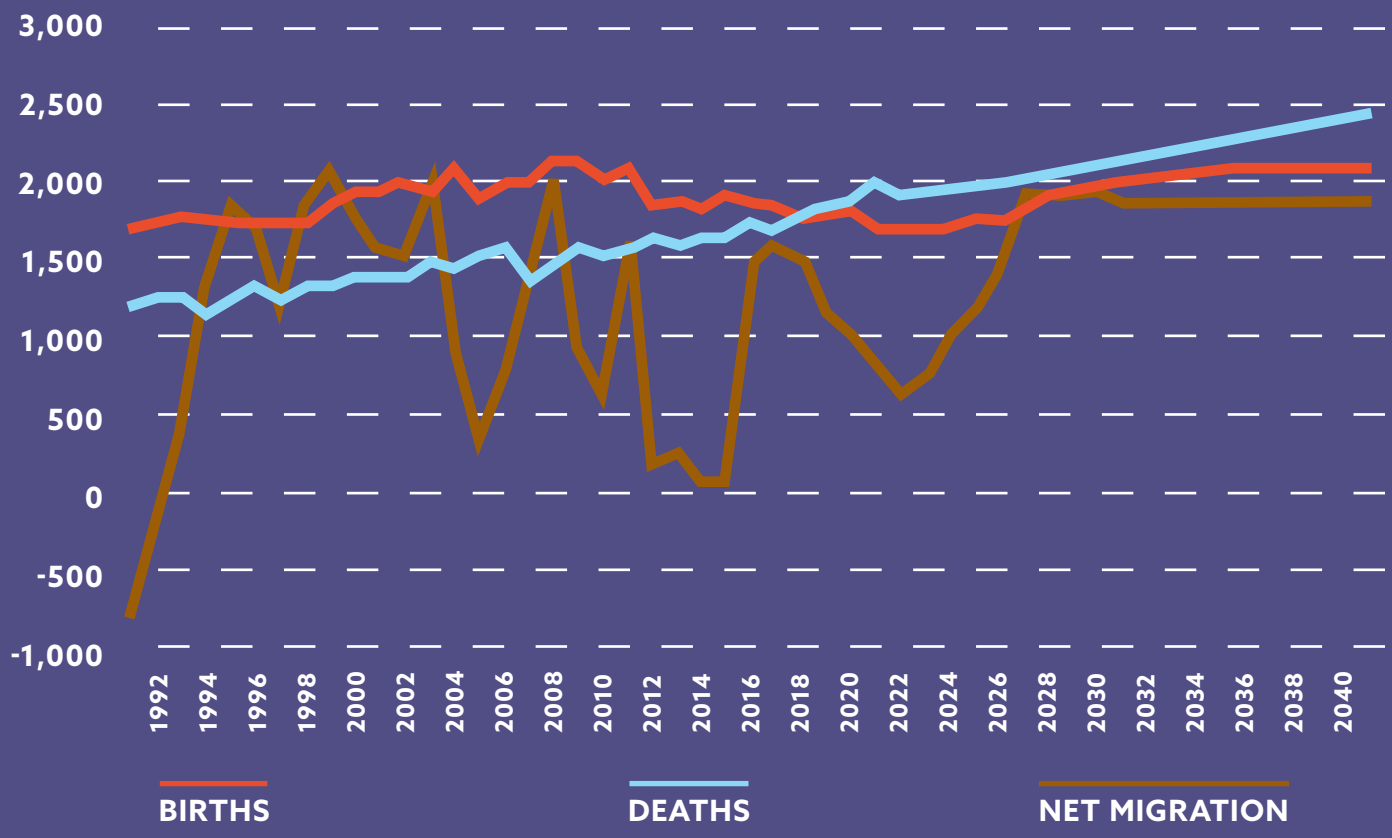
Population Forecast

From 2020 to 2040, the County's rate of growth is anticipated to continue at a steady rate, similar to the rate of increase between 2000 to 2019. Overall, the County will add approximately 29,000 new residents by 2040. This is 1,462 new residents per year, or an annual growth rate of 0.8 percent.

Pueblo County Population Growth[3]
2020 - 2040



Pueblo County Births, Deaths, and Migration[4]
1990 - 2040

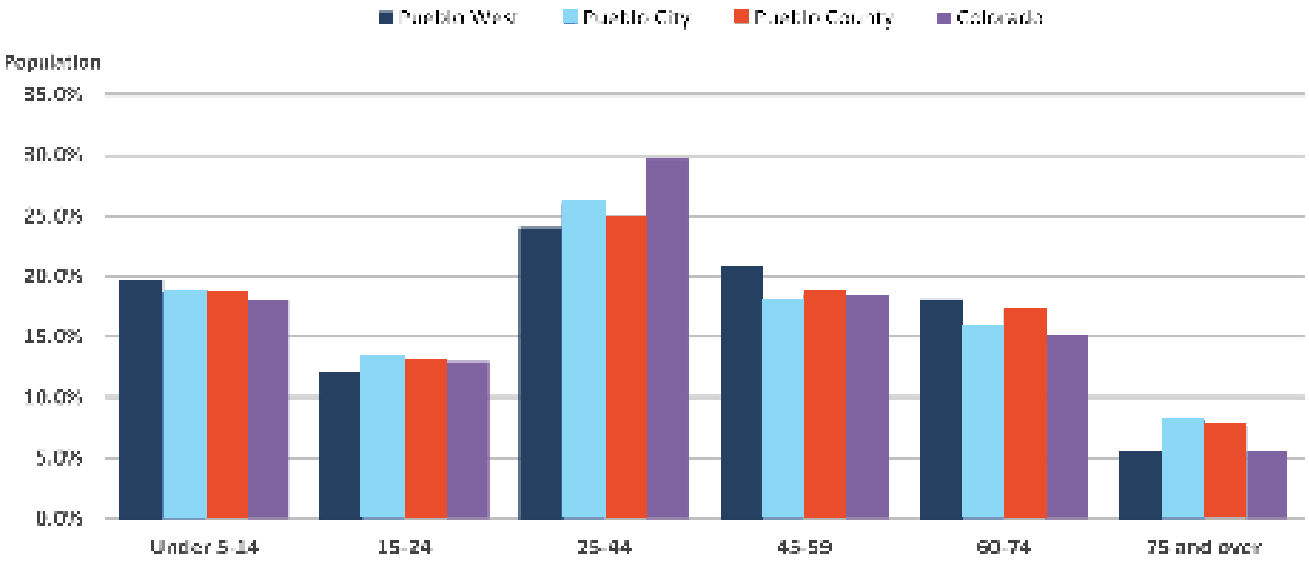


FACTORS DRIVING PUEBLO COUNTY'S GROWTH TRENDS

The County's rate of births has held relatively steady over the time frame from 1990 to 2020. The rate of deaths began to outpace births in 2016, and is projected to increase between 2020 and 2040. Migration has varied significantly over the time frame, dependent in part on economic cycles. Projected growth in the County is anticipated as a result of new residents moving into the area, which counterbalances the rate of births being lower than the rate of deaths.

DEMOGRAPHICS

Age Distribution by Population, 2019[5]



Age

The County's median age is 39.3 years. This is slightly lower in the City, at 37.7 years, and slightly higher in Pueblo West, at 40.4 years. The largest cohort is adults, 25-44, and the smallest is adults, 75 and over. The number of residents in the County under the age of 25 has decreased since 2010, and comprises 12-14 percent of the population, while the number of 60-74-year-old is the fastest growing segment of the population, increasing 3.5 percent annually.

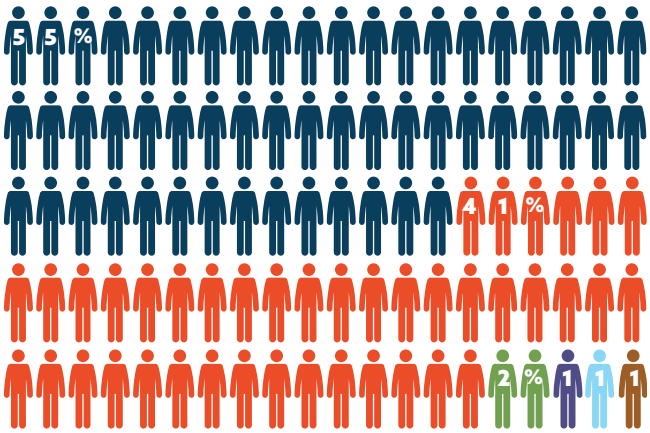
Racial/Ethnic Composition

Between 2010 and 2019, Pueblo County grew more diverse, with an increase of residents in both the City of Pueblo and Pueblo West identifying as Hispanic or Latino.

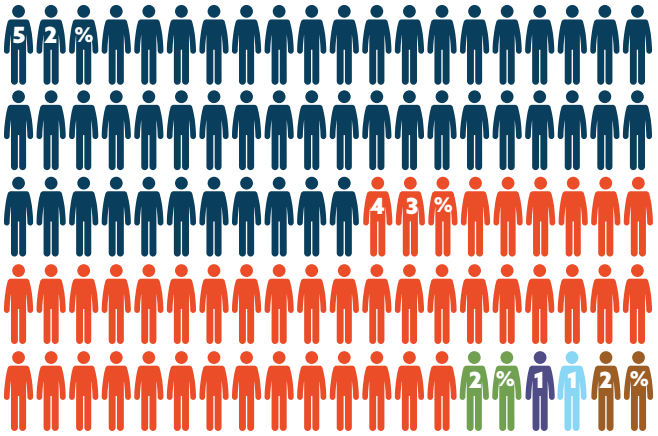
This increase in minority population is most pronounced in the City of Pueblo—already a majority minority community in 2010, when 52 percent of residents identified as minority or mixed-race. In 2019, that percentage has risen to 56, with Hispanic or Latino residents alone accounting for 51 percent of the City's population (up from 48 percent in 2010).

Though Pueblo West also saw a three percent increase in Hispanic or Latino residents, from 23 to 26 percent, it remains majority white, with 69 percent of residents describing themselves as White alone.

Race/Ethnicity Pueblo County, 2010[6]



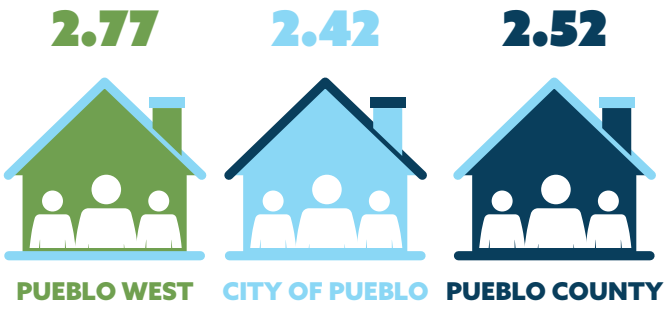
Pueblo County, 2019[7]



Household Size

In 2019, the average household size in Pueblo County is 2.52 people per household. Household size in the City is slightly smaller, with 2.42 people per household, while in Pueblo West the average household size is greater at 2.77 people per household. Household size did not change significantly in any jurisdiction between 2010 and 2019.

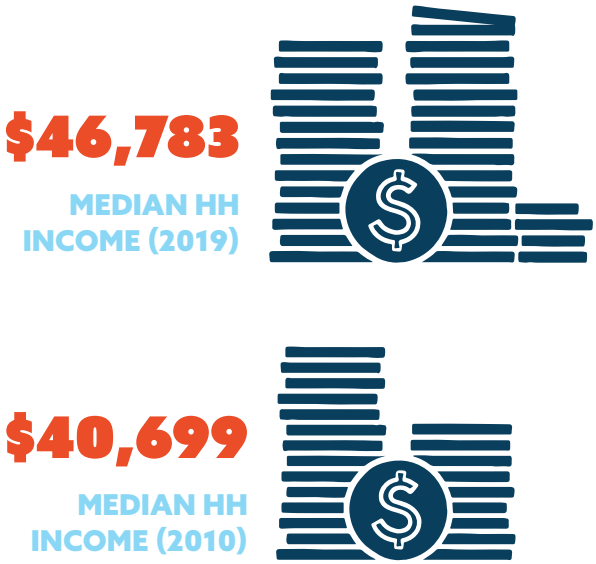
Average Household Size, 2010 and 2019



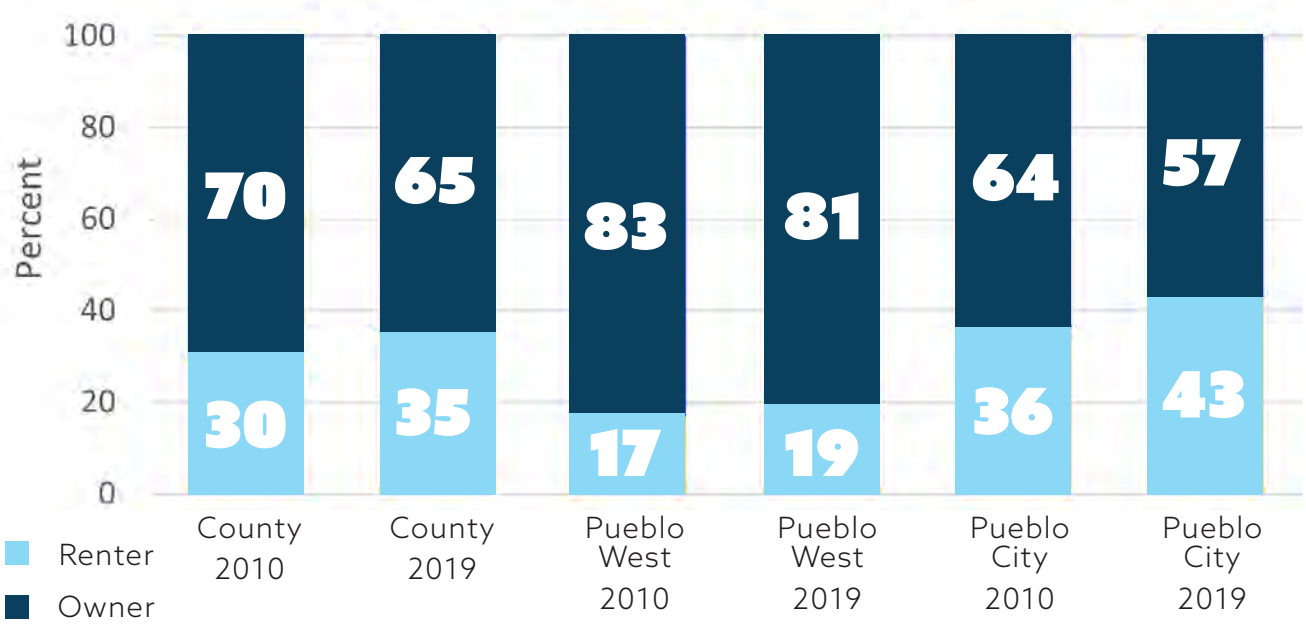
Median Income

The County's median household income in 2019 is $46,783. This is an increase of 15 percent over 2010, when the County-wide median income was $40,699. In both 2010 and 2019, the median in Pueblo West remained higher than the County wide median, which in turn has been higher than the City median. Pueblo West median income increased the most over the time period, rising 21 percent from $59,068 in 2010 to $71,553 in 2019. In the City, the 2010 median increased 18 percent, from $34,323 to $40,450 in 2019.

Pueblo County Median Income, 2010 and 2019[8]



Homeowners and Renters by Jurisdiction[9]
2010 and 2019



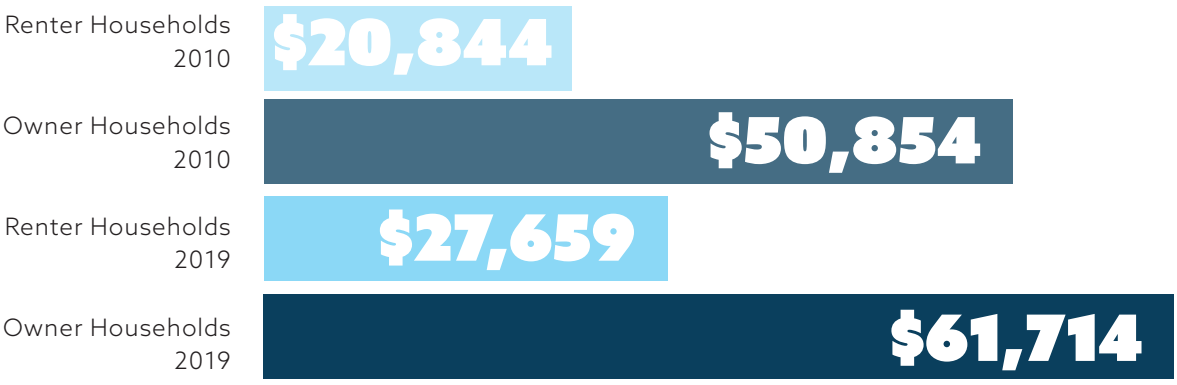
Household Tenure

In all jurisdictions, the rate of homeownership versus rental has declined from 2010 to 2019. Pueblo West has maintained the highest rate of ownership at 81 percent – well above the rate for Colorado as a whole at 65 percent. In 2019, this rate is only a slight decline from the 2010 rate of ownership, which was 83 percent. By contrast, the City of Pueblo's home ownership rate lags the state by 8 percent (57 percent for the City), and has declined by seven percent from 2010 to 2019. At a County level, the trends are the same: a decline in ownership levels between 2010-2019, at a rate between that of the City and Pueblo West.

Household Income by Tenure, 2010 and 2019

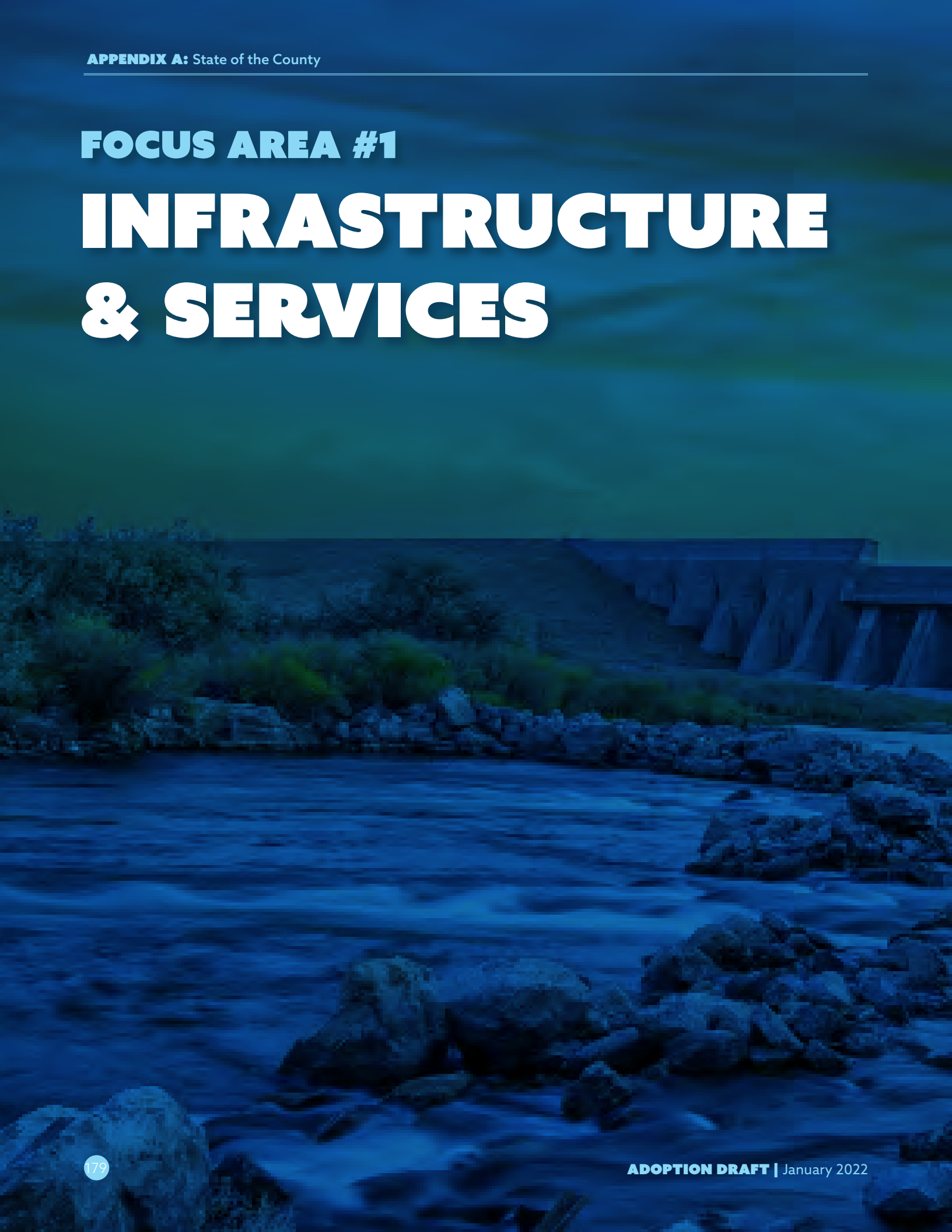
A persistent income disparity exists in all jurisdictions between the median income for renter households, and the median income for homeowners. At the County level in 2010, the median income for renters was $30,010 less than that of homeowners, and that disparity increased to $34,055 in 2019. This discrepancy in renter median income versus homeowner median income increased in all jurisdictions from 2010 to 2019, where it is now a difference of $30,208 per year in the City, and $30,728 per year in Pueblo West.

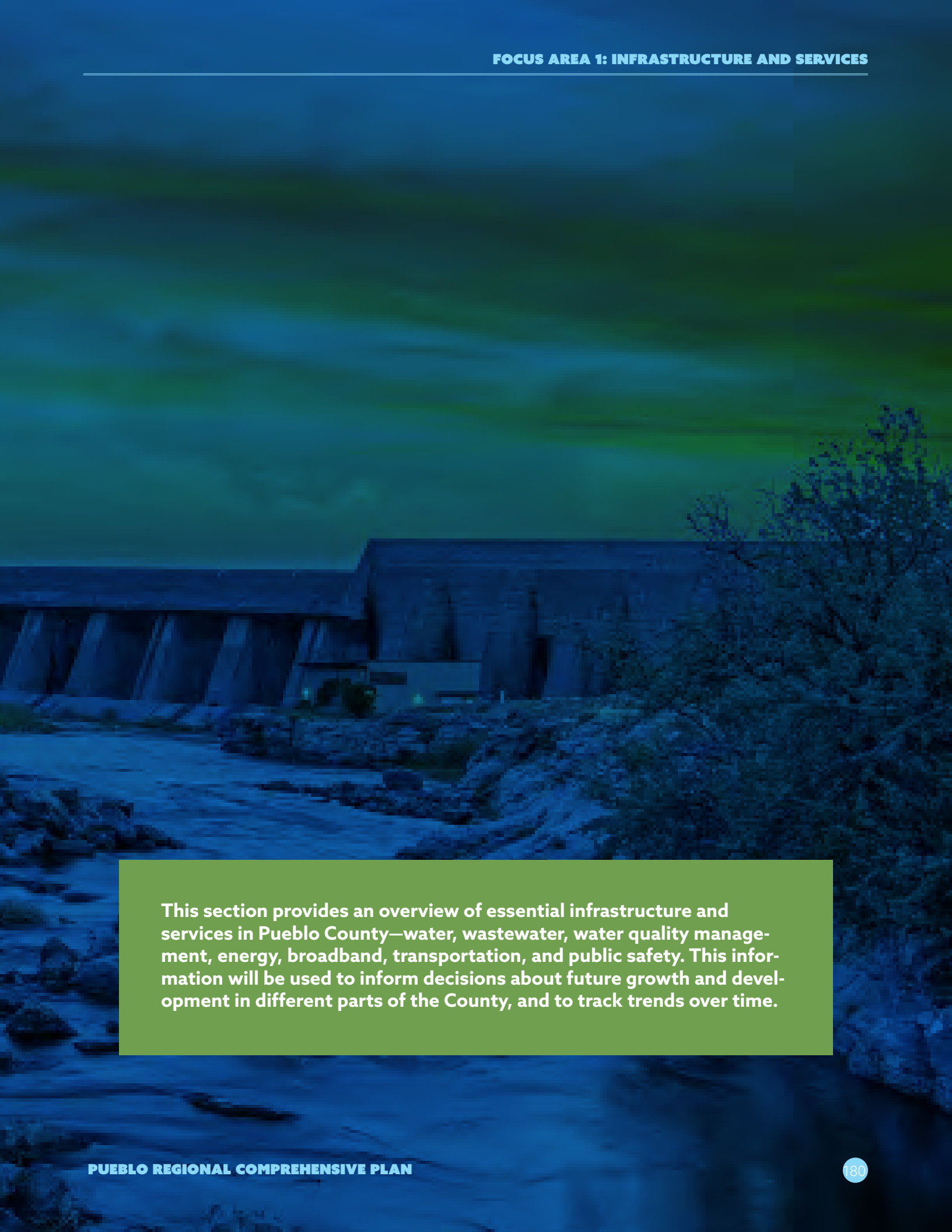
Pueblo County Median Income by Tenure[10]
2010 and 2019



FOCUS AREA #1

INFRASTRUCTURE & SERVICES





This section provides an overview of essential infrastructure and services in Pueblo County—water, wastewater, water quality management, energy, broadband, transportation, and public safety. This information will be used to inform decisions about future growth and development in different parts of the County, and to track trends over time.

WATER AND WASTEWATER

Pueblo County residents are currently served by seven individual water service districts, some of which also provide wastewater service. Residents outside these service districts typically rely on individual wells and septic systems. A brief overview of each provider's service area, current and projected service levels, and usage parameters is summarized below.

City of Pueblo

Water[11-12]

The Pueblo Board of Water Works (Pueblo Water) provides domestic water service to approximately 68% of Pueblo County's population.

Service Area. Pueblo Water's service area generally aligns with the City of Pueblo limits.

Current and Projected Service Levels. In 2018, Pueblo Water provided service to 112,000 people through 40,027 taps, and projected the ability to serve a population of 300,000. Pueblo Water obtains supply from several sources, and possesses very senior rights dating back to the late 1800s on many of these sources. Additionally, in 2009, Pueblo Water purchased a 28 percent share of the water in the Bessemer Irrigation Ditch. Water Court approval was obtained in 2019, but there are additional steps that need to be taken prior to the water being available for municipal use - re-vegetation and dry-up of the historically irrigated land. It is anticipated that the 28% share of Bessemer Ditch water will continue to be used for irrigation until it is needed in the City.

Current and Projected Water Use. Demand decreased over the past decade due to conservation efforts and increased use of water-efficient appliances. However, Pueblo Water anticipates an increase in demand over the 20-year planning horizon as a result of population growth and the effects of climate change. The extent of increased demand as a result of climate change is difficult to predict, but is related to both the possible rise in temperature and a decrease in precipitation levels. Even accounting for a measure of increased demand, Pueblo Water projects sufficient supply to support new development. Pueblo Water is in the process of creating a Water Conservation Plan (currently under review) to identify ways to offset anticipated increases in demand.

Water Demand in Acre Feet, 2019[13]

Sector	Pueblo Water	Pueblo West
Agriculture	20K	--
Industrial	12K	--
Municipal/Residential SF	12.6K	3.2k
Municipal/Residential MF	2.4K	153
Municipal/Commercial	7.5K	658
Irrigation of parks and other public spaces	3K	--

Gallons per capita water demand, 2019[14]

	Pueblo Water	Pueblo West
Residential	122	--
System wide	207	158
% Target for Conservation	TBA	7% of 158

Distribution System. The extent of the existing distribution system does not correspond with the larger boundaries of the service area. This may act as a constraint to development in areas not yet served by the system, and expansion is costly. Further, any possibility of expanding the system must be balanced against the on-going expense of repairing and replacing the existing, aging mains.

Water Quality.[15] Pueblo Water routinely monitors for contaminants in the drinking water system in accordance with federal and state laws. The most recent reporting period showed no violations, significant deficiencies, or formal enforcement actions.

Stormwater[16]

The City of Pueblo Stormwater Utility Division is responsible for providing services necessary to meet the requirements of the Clean Water Act and to implement all required provisions of the National Pollutant Discharge Elimination System (NPDES) Phase II Program. The Division also conducts education and outreach programs design to raise awareness about run-off issues and surface water pollution prevention.

Wastewater[17]

The City of Pueblo Wastewater Department is responsible for collection and treatment of sanitary sewage within the City limits of Pueblo.

Capacity. The James R. Dilorio Water Reclamation Facility treats wastewater generated in homes, businesses, and industries throughout the City of Pueblo. In addition, sanitary wastes from the Blende, Salt Creek, and St. Charles Mesa sanitation districts as well as from septic tanks throughout Pueblo County are treated at the facility. Currently, the Facility is operating at 59 percent of its wastewater treatment and processing capacity. The need to expand capacity is not anticipated based on growth projections through 2040.

Treatment and Processing System. Ongoing improvements to the City's Water Reclamation Facility are being initiated to eliminate obsolete and aging infrastructure, and to decrease the quantity of selenium and sulfate discharged from the processing plant. Both of these substances are cited as impairing water bodies in the region's watershed.

Pueblo West Metro District[18]

Water

Service area. The Pueblo West Metro District (PWMD) water service area encompasses an area of approximately 31,000 acres, largely aligned with the PWMD's boundaries.

Current and Projected Service Levels. As of 2021, the PWMD provided 12,490 taps, approximately 68 percent of full build out (full build out projected at 18,373 taps). In projections over a 20-year time period (2016-2036), the PWMD anticipated having supply to serve new development at a projected rate of growth of 1.5 percent per year. Although the supply is projected to be sufficient for this rate of growth, two constraints may nevertheless limit new development.

Current and Projected Water Use.[19] Current supply would not be adequate to serve the PWMD at full build out, with a projected shortage of 800 acre feet per year, possibly by 2041. Any entity looking to develop the excluded lots would be responsible for obtaining additional water rights to augment the available District water supply and meet the demand created by the inclusion of the newly developed taps. Because the PWMD has limited opportunity to increase supply by obtaining new water rights, a Water Conservation Strategy was implemented in 2012 and updated in 2020. The Conservation program goal is to reduce demand by 9.9 percent between 2018 and 2038, an amount that would be adequate to cover the projected shortfall.

Distribution System. Expanding the existing distribution system is costly, and the ten-year Capital Improvements Projects plan allots limited funds for the extension of mains.

Wastewater[20-21]

Capacity. The PWMD's wastewater treatment facility is currently operating at 76 percent of its capacity.

Treatment and Processing System. To account for projected population growth over the next 20 years, the PWMD has begun planning for a $15 million expansion of its facilities from 2025 to 2030. In addition to greater processing capacity, the upgrade will enable the plant to comply with more stringent regulations regarding effluent discharge limits. The PWMD also recently brought 106 lots previously operating on-site wastewater treatment systems in the States Avenue development onto the municipal system, an expansion that will also accommodate further build out in this development.[22]

Colorado City Metro District

Water[23-24]

Service Area. The Colorado City Metro District (CCMD) water service area encompasses 8,017 acres, largely aligned with the District's boundaries.

Current and Projected Service Levels. In 2014, the CCMD was serving 1,005 connections. At that time, the peak demand from those connections was one fifth of the available supply, indicating sufficient capacity to support further growth in the area. However, in October 2020, the CCMD was losing up to 50 percent of its supply to leakage and aging infrastructure, causing it to turn to pumping groundwater from wells. Until funding for upgrades to the CCMD's delivery infrastructure is secured, and upgrades are completed, growth potential is limited.

Source Water Protection. The CCMD draws its water from Greenhorn Creek (as does the Town of Rye, with 100 connections), Cold Spring, and five groundwater intakes. In 2014, the CCMD and the Town of Rye worked with stakeholders to develop the Greenhorn Valley Source Water Protection Plan. The Plan identifies potential sources of source water contamination and identify strategies to protect the health of the water supply.

Wastewater[25]

Capacity. The CCMD has reached the limits of its capacity to treat wastewater, necessitating immediate initiation of construction to expand capacity. Operating at close to 100 percent capacity puts the plant at risk of exceeding its effluent discharge permit limits.

T**reatment and Processing System.** PACOG projects that if construction of expanded capacity is not complete within three to four years (by 2024), the Colorado Department of Public Health & the Environment may prevent the CCMD from offering new taps, which could prove a serious constraint to any growth or expansion, particularly on subdivided lots that are not large enough to allow an on-site wastewater treatment system.

St. Charles Mesa Water District[26]

Service Area. The St. Charles Mesa Water District (SCMWD), established in 1963, covers two service zones encompassing 65 square miles, with water drawn primarily from the Bessemer Irrigation Ditch and the Arkansas River. Zone 1 is east of Pueblo City limits, and south of highway 50. Its western boundary is just west of Aspen Lane, and it extends to the east past Wheeler Lane. (Avondale is not included in the service area.) The SCMWD added Zone 2 in 1999, by absorbing the Huerfano Water District.

Current and Projected Service Levels. The District serves approximately 11,000 residents through 4,320 taps. Though 95 percent of the taps serve residential uses (3,853 of the total), the largest users of water are institutional customers, including the School District, which uses water for irrigation of lawns. Requests for new service in Zone 1 are required to provide shares in the Bessemer Ditch sufficient to cover anticipated use, or purchase sufficient shares from the District's Water Bank. Instituted in 2006, the Water Bank held 500 shares, and potential new residential customers without existing rights could buy one share to connect to the St. Charles system (connection requests for non-residential uses would likely require the purchase of more than one share per connection). Since 2006, the District has sold approximately 70 shares, leaving 430 remaining in the bank to accommodate new connections in the service area. In 2009, the amount of available water was greater than twice the demand. The modest rate of share purchases for new connections over the past 15 years seems to indicate that there is still significant unused capacity that can accommodate growth in the District's Zone 1 service area. To further preserve available supply and reduce demand, the District has also had a conservation plan in place since 2009.

In Zone 2, an area west of the Huerfano River, south of the Mesa, and encompassing Huerfano Lake and Fields Road, there were 152 existing taps, and a moratorium on new taps in the Zone. Share purchases from the water bank are not available in Zone 2.

Avondale Water and Sanitation District

Water

Service Area. Avondale Water and Sanitation District was established as a special service district in 1968 to serve the unincorporated town of Avondale, about 15 miles east of the City of Pueblo.

Current and Projected Service Levels. The District manages 278 taps, serving approximately 1,023 people.

Wastewater

Current and Projected Capacity. Though Avondale has seen its population expand and contract over the past decade, its wastewater facility presently operates at only 54 percent of capacity. Spare processing capacity should enable the sanitation district to accommodate a range of growth projections, without the need to expand or upgrade the current facility over the 20-year planning time frame.

Town of Boone Sanitation District

Water

Service Area. The Town of Boone Water and Sanitation District serves the town's approximately 350 residents.

Current and Projected Service Levels. In 2020, the Town managed 140 service taps, serving 343 residents. Residential growth generally in alignment with the County rate of roughly one percent per year does not indicate any large or immediate increases in service demand.

Source Water. The town's current sources are two springs (a prior well field source dried up). The 2014 and 2015 reclassification of the springs as ground water under the direct influence of surface water (GWUDI) entailed the need for surface water treatment to comply with an Enforcement Order from the Colorado Department of Public Health and the Environment (CDPHE). In 2020, the town is in the process of switching to a new source for water supply, an alluvial well drawing Arkansas River water. Part of a larger Arkansas Valley Conduit project, the conduit is anticipated to reach Boone in 2023, enabling switchover to the new source. Concurrent distribution system upgrades, such as replacing asbestos-cement piping segments, are also underway.

Wastewater

Current and Projected Capacity. The facility currently operates at 42 percent of its capacity. Projected population growth does not indicate the need for an upgrade of the existing facility within the 20-year planning horizon.

WATER QUALITY MANAGEMENT

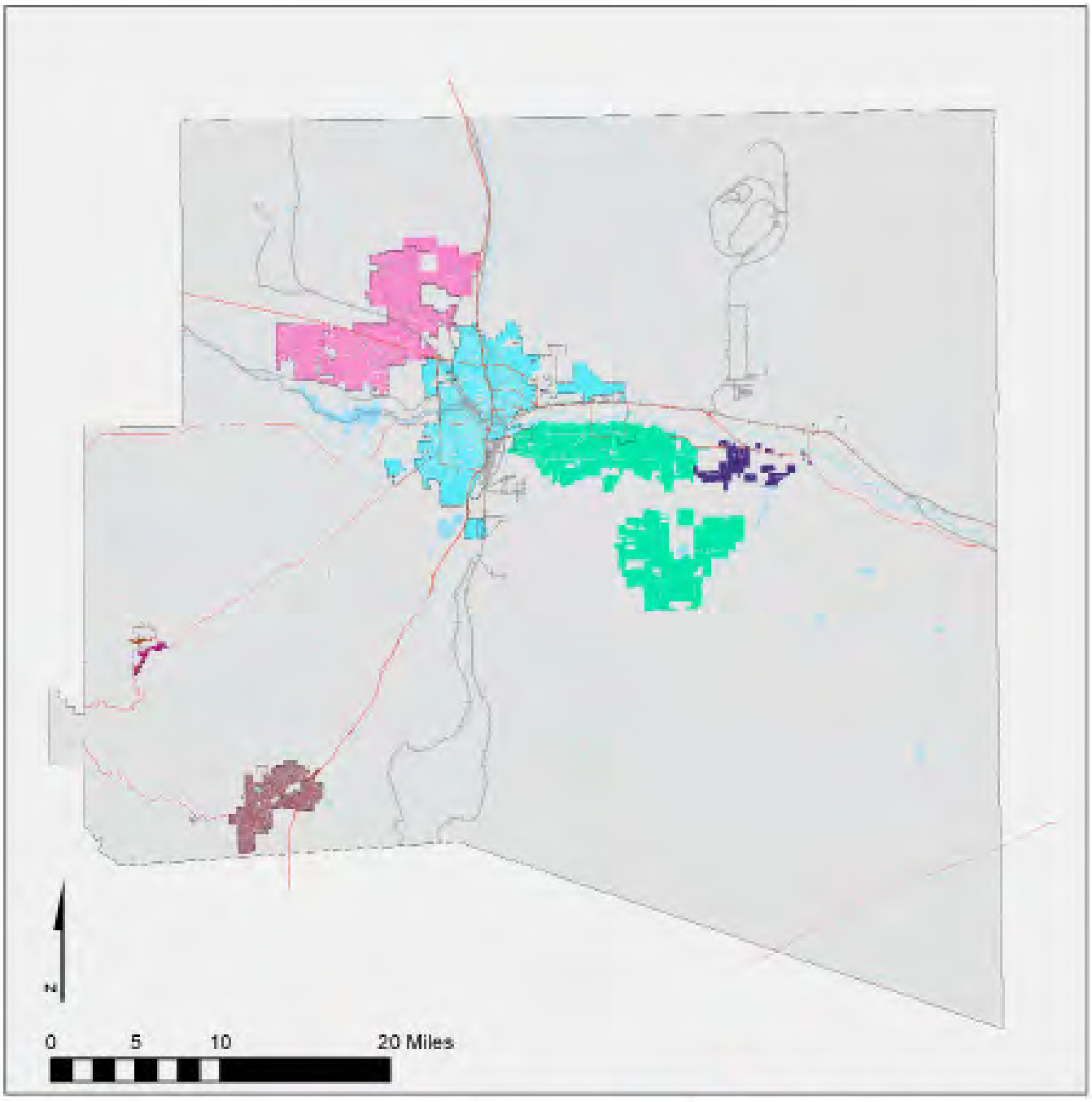
Pueblo 208 Water Quality Management Plan. PACOG is responsible for the preparation and administration of the Pueblo 208 Water Quality Management Plan (208 Plan), a requirement under Section 208 of the Federal Clean Water Act. The first 208 Plan for Pueblo County was adopted in 1977 and has been updated periodically since, most recently in 2020. The 2020 Water Quality Management Plan identifies water bodies within Pueblo County that are impaired and provides system boundaries and permit specifications for the six wastewater dischargers in the County.

Future active participation in the 208 Plan relates to monitoring and education of non-point source pollution contributions to the Arkansas River and Fountain Creek. The following issues were identified in the 208 Plan:

- On-site wastewater treatment system (OWTS) failures;
- Agricultural dispersion of nitrogen through use of fertilizers; and
- Conveyance of nitrogen, phosphorus, and E. Coli through irrigation ditches.

Impaired Waters: The majority of impaired waters are in the eastern half of the County. Impaired waters include segments of the Arkansas River, Fountain Creek, St. Charles River, Huerfano River, and Greenhouse Creek. Selenium, naturally dissolved from Pierre shale, is a prominent cause of impairment that the City of Pueblo has been working to mitigate, while other causes include E. coli, sulfate (SO4), iron (Fe), temperature, manganese (Mn), arsenic, and ammonia. Upcoming changes in regulations will also require treatment for phosphorous and nitrogen, both widely present in fertilizer, such that agricultural runoff will present a concern in managing the levels of these components. Maintaining acceptable total maximum daily loads, and avoiding exceeding effluent discharge limits, may require upgrades to current systems.

Water Service and Drainage Basins
Pueblo County



ENERGY

Three providers in Pueblo County provide electric and natural gas service. All three providers have been actively working with the County, City, and other stakeholders to increase energy efficiency and help the region achieve its goal of transitioning to 100 percent renewable energy sources by 2035. This commitment was formalized through resolutions made by the City of Pueblo in 2017 and Pueblo County in 2018.

Black Hills Energy

Black Hills Energy is the primary provider of electricity in Pueblo County and serves nearly 99,000 electric customers in 24 communities across the region. Black Hills Energy operates one of the cleanest electric generation fleets in Colorado today, serving customers with 100% renewable energy and natural gas-fired generation. Since the retirement of its last coal-fired plant in 2012, Black Hills Energy has added multiple community solar gardens across the region along with three Southern Colorado wind farms to its system– Peak View, Busch Ranch I and Busch Ranch II – which together deliver 150 megawatts (MW) of energy capacity to customers.

Black Hills Energy's Renewable Advantage plan to add more low-cost renewable energy to its system is moving forward, offering $66 million in customer savings over 15 years and $178 million in direct and indirect economic impact along with significant environmental benefits. When the 200-MW utility-scale solar project comes online in 2023, more than 50% of Black Hills Energy's total generation mix will come from renewable sources, leading to a 70% emissions reduction by 2024, compared with 2005. This puts the company on track to achieve the state's requirement of an 80% emissions reduction by 2030 several years ahead of schedule.

To support customers' growing energy needs and empower economic development in Pueblo West and the surrounding communities of Penrose and Canon City, Black Hills Energy is advancing its Reliability Upgrade Project for Southern Colorado. This transmission infrastructure project will support the continued delivery of safe, reliable energy for customers, while enhancing the integrity of the existing power grid and supporting new growth on the system with needed capacity.

Xcel Energy

Xcel provides electric service in the County, and is the largest provider of gas service. To support the implementation of the Community Energy Plan, the company has a memorandum of understanding with the County, describing how it will provide support for accomplishing plan goals, to include project management, communications assistance, and tracking and measurement. EVRAZ, which is the first solar-powered steel plant in the country, is Xcel's largest customer, and in 2016 the company worked in partnership to establish the Comanche Solar Project, the largest solar farm east of the Rockies, which is capable of 120 megawatts of generation capacity.

San Isabel Electric Association

San Isabel Electric Association is a member-owned cooperative that provides service to 24,000 customers in parts of Pueblo County. The cooperative emphasizes increased energy efficiency, and expanded reliance on solar power.



RELATED PLANS AND STUDIES: ENERGY

2020 Community Energy Plan

Pueblo County, in partnership with Xcel Energy and the Southern Colorado Energy Collaborative, convened a diverse group of stakeholders, to create a Community Energy Plan. The Plan outlines a variety of strategies move the Pueblo County community toward its energy efficiency and resiliency goals. Strategies address the need for assistance to the County's lower income communities; business engagement in energy efficiency rebates and programs; alignment of workforce, education, human service, and economic development policies with energy transition goals; and investing and showcasing energy efficiency, renewable energy, and innovative energy technologies at Pueblo County facilities.

Pueblo County Electric Vehicle Readiness Plan (2020)

Pueblo County embraced an ambitious vision to be a leader in the adoption of electric vehicles (EVs) in the State of Colorado to reduce greenhouse gas emissions and improve sustainability in Pueblo County and throughout the state. The Pueblo County Electric Vehicle Readiness Plan establishes an EV vision and goals for the County, expands collaboration with a broader range of stakeholders to be active partners to facilitate broader EV adoption, identifies national and regional barriers (based on stakeholder engagement and survey responses) to EV adoption and strategies to overcome them, provides regionally focused strategies to educate the public about EVs, and provides recommendations about the siting and possible funding of EV charging infrastructure.

In accordance with the state's clean energy policy objectives, Black Hills Energy's transportation electrification plan is now pending final approval from the Colorado Public Utilities Commission. Targeted for implementation in July 2021, the Ready EV plan would provide customer rebates to significantly lower the cost of electric vehicle charging equipment, establish rate options that could lead to bill savings, and expand the commercial infrastructure needed to make EV charging more accessible to Southern Colorado drivers.

Through an extensive stakeholder engagement process, Black Hills Energy designed an innovative framework for its Ready EV plan with sensitivity to customer rate impacts and inclusivity while carefully balancing the interests of customers, policymakers, the environmental community and community advocates.

BROADBAND COVERAGE

The primary internet service providers in Pueblo County are Xfinity, CenturyLink, AT&T, SECOM, and HughesNet. U.S. Census data from 2019 indicate that 76 percent of households in Pueblo County have a broadband internet subscription. The remaining 24 percent of households could have slower internet connections, or no in-home connection at all. While there have been recent expansions of broadband networks in some parts of the County, the speed of service offered still varies between providers. Gaps in cellular coverage also exist in some areas.

TRANSPORTATION

The Pueblo Area Council of Governments, working in cooperation with the Colorado Department of Transportation (CDOT), is the Metropolitan Planning Organization charged with short- and long-term transportation planning in the Pueblo region, as required by federal statute. The City's Public Works Department is responsible for maintenance and expansion of local streets within City limits. CDOT is responsible for maintenance of federal and state highways traversing the region including I-25, U.S. 50, SH 45, SH 47, SH 78, SH 96, and other roads in CDOT-owned right-of-way.

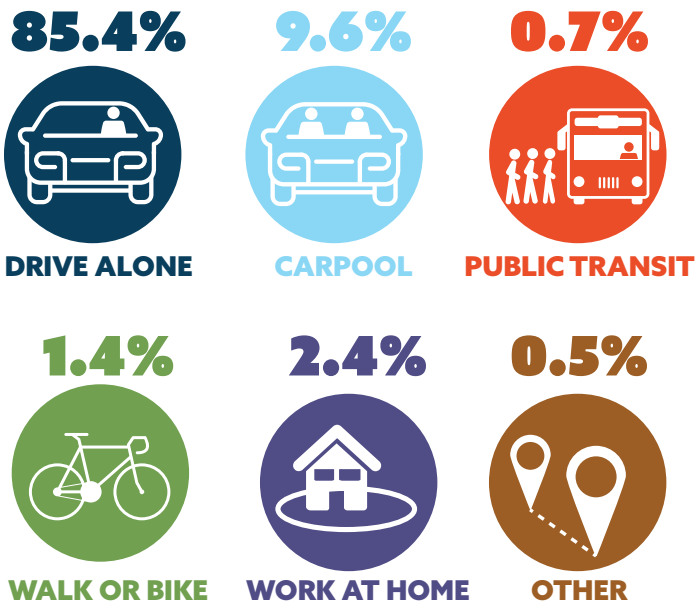
Mode Split and Commuting Trends

Mode Split

According to the 2045 Long Range Transportation Plan (LRTP), between 2014 and 2018, the percent of people who drove alone increased, while all other modes of transportation declined in share, as did the percentage of those who reported working from home.

Commuter Trends

Approximately one third of residents commute outside the County for work, while one third of the County's workforce commutes in to work from other jurisdictions (coming primarily from El Paso County to the north, and Fremont County to the west). 67 percent of workers live and work in the County, where the primary employment center is in and around the City of Pueblo. 95 percent of commutes are by automobile, with 85 percent driving alone – a percentage that has been increasing since 2014.



Residential Commuter Flow, 2017[27]

Description	Count	Share
City of Pueblo		
Living in the Selection Area	42,403	100%
Living and Employed in the Selection Area	23,222	55%
Living in the Selection Area but Employed Outside	19,181	45%
Pueblo West		
Living in the Selection Area	12,614	100%
Living and Employed in the Selection Area	1,184	9%
Living in the Selection Area but Employed Outside	11,430	91%
Pueblo County		
Living in the Selection Area	64,374	100%
Living and Employed in the Selection Area	43,175	67%
Living in the Selection Area but Employed Outside	21,199	33%

Road Network

As demonstrated by the LRTP mode split data, the County's road network provides the primary means of transportation around and through the region. Though congestion is an issue on some area roadways, a more widespread concern is the condition of the infrastructure.

In 2020, Highway 50 between the City and Pueblo West is the road segment with the most acute congestion, as measured during peak evening travel time. The LRTP notes that a lack of alternative connections exacerbates the extent of this congestion. Additionally, small segments of I-25 and SH 96 also experience afternoon/evening travel time congestion. Major improvements to this stretch of Highway 50 are underway, and anticipated for completion in 2022.

Referencing the LRTP's pavement condition assessment, both of the region's major thoroughfares, Highway 50 and Interstate 25 (I-25), fall below the 80 percent target for pavement in moderate or good (rated "high") condition. Additionally, there are several bridges on these roadways (and others in the City and County, notably the Union Bridge across the Arkansas River in Pueblo) whose condition is rated as "poor." Business Highway 50, traveling across the Mesa south of the river, scores 47 percent, while the segment of Highway 50 west of the City that bisects Pueblo West, scores 46 percent. I-25 is rated at 63 percent.

With funding secured, improvements to these road segments should be underway as part of the 2021-2024 Transportation Improvement Plan. Though improvements to Highway 50 west of the City may temporarily alleviate congestion issues, growth in population and concurrent roadway usage could eliminate any gains from these improvements. The extension of 24th Street from its current terminus to connect to Purcell Boulevard to the west is planned to provide a second connection between the City and Pueblo West. However, the planned extension is not part of the 10-year Capital Improvement project list and outside funding sources have not been identified.

Transit

Pueblo Transit provides public bus services to the City of Pueblo and its immediate vicinity. In 2017, weekly ridership was 4,600 passengers across all twelve routes. Service operates six days a week (no Sunday service) generally between 6 a.m. to 6:30 p.m. on weekdays with 30 or 60 minute lead times, and 8:30 a.m. to 6:30 p.m. on Saturdays with 60 minute lead times. The 2020 public health crisis necessitated a reduction in service, and reduction to fare revenue in this period (including the initiation of no-fare periods during the crisis) is likely to have on-going fiscal implications for public transportation in Pueblo.

A feasibility study was conducted by PACOG in 2017 in response to an ongoing interest in transit service by Pueblo West residents. The study concluded that Pueblo West did not yet have sufficient demand or community support for all-day fixed-route transit, but provided recommendations for targeted service enhancements in the near-term.

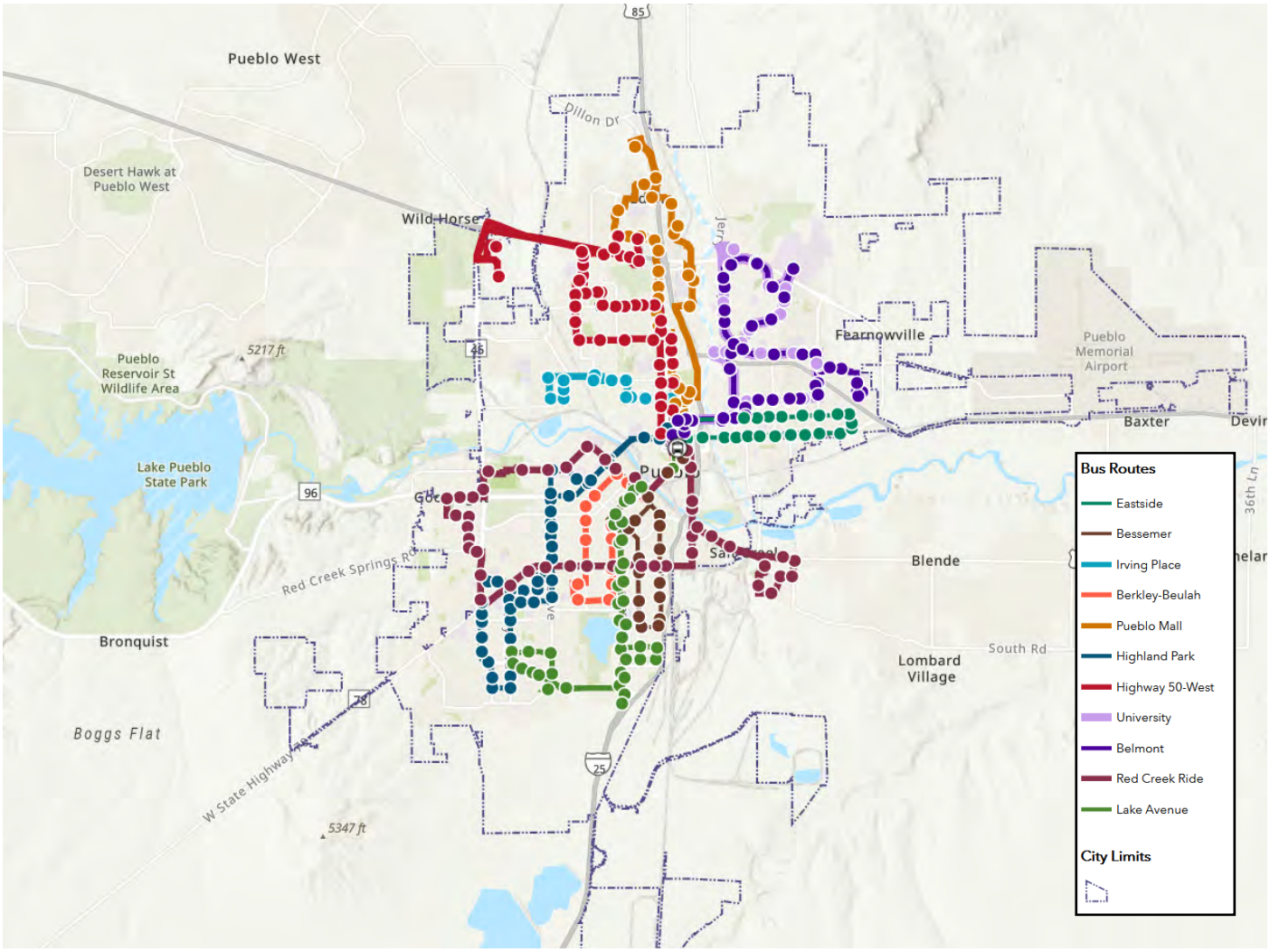
Multimodal Transportation

Biking/Walking

The LRTP recognizes the importance of providing an interconnected transportation network, where walking and biking are viable modes of travel, especially in the City. The LRTP has a top-level goal to "Support Multimodal Transportation," and expansion of the current network of sidewalks, bike lanes, and shared trails will be important. The City currently has over 24-miles of trails, which connect neighborhoods to destinations in the northern, eastern, central, southern, and western portions of the City. The trail system links directly with Colorado State University-Pueblo; El Centro del Quinto Sol recreation plaza, Runyon Field Sports Complex and lakes, Downtown Pueblo, Pueblo White Water Park, and Lake Pueblo State Park.

However, bicycle commuters are hampered by gaps in connectivity of current trails (linking Pueblo to Pueblo West), and also structural barriers, such as I-25, the railroad tracks, and Fountain Creek (separating the east side of the City from Downtown). Though improvements to the City sidewalk network are continually on-going, with upgrades for ADA-compliant curb ramp and installation of new sidewalk, there are issues with deterioration of old sidewalk, the need for expanded connectivity of the sidewalk network, and a focus on safety improvements.

Pueblo Transit System Route Map[28]



Rail, Freight, and Air

Though Amtrak has two existing routes in Colorado, Pueblo is currently not served by passenger rail. The possibility of a Front Range Passenger Rail service is one that could have extensive positive economic ramifications from Pueblo and other communities along such a line, which would extend from Fort Collins through Denver and Colorado Springs, on to Pueblo and as far south as Trinidad. While the feasibility of Front Range Passenger Rail Service in the region is still being explored, it may become a more concrete possibility over the twenty-year planning horizon.

Pueblo has important advantages in freight transportation, by being a center where major truck and rail routes intersect. Both BNSF and UP (the only rail line in the state that crosses the Continental Divide) pass through Pueblo, which also allows a connecting point to other short lines in the state. The interconnectivity of various means of freight transport is a significant advantage for the region in attracting industry that relies on such interconnections. Though the Pueblo Memorial Airport accounts for little of the freight movement in and around the region, it is an existing asset whose prominence in this capacity may grow as the region does. Finally, the presence of the Transportation Technology Center, Inc., which conducts research, development, testing, consulting, and training for railway-related technologies, is an asset unique to the region.



RELATED PLANS AND STUDIES: MULTIMODAL TRANSPORTATION

2045 Long Range Transportation Plan (currently under review)

The Pueblo Area Council of Government (PACOG)'s 2045 Long Range Transportation Plan establishes a 25-year vision for the Pueblo County's transportation system. Once complete, the LRTP will provide a list of priority transportation projects that meet current and future needs of the region. The draft LRTP was developed through technical analysis, public input and build upon previous plans to incorporate all types of travel including driving, biking, walking, public transportation, and freight.

Pueblo Regional Bicycle and Pedestrian Master Plan

The Pueblo Area Council of Governments (PACOG) – the metropolitan planning organization (MPO) for the Pueblo region – adopted a new bicycle and pedestrian master plan in December 2020. The plan generally recommends investments in infrastructure, maintenance, and education to improve connectivity, support walk-ability and bikeability, enhance safety for all users, and improve health and air quality in the region. The Plan supports related efforts to improve outdoor recreation, foster tourism activity, and improve public health and wellness.

2018 Colorado Freight and Passenger Rail Plan

Prepared by the Colorado Department of Transportation, the 2018 Colorado Freight and Passenger Rail Plan addresses current conditions, trends, and future plans for the state's rail system. Of particular relevance to Pueblo County, the Plan provides background on planning for future Front Range passenger rail service along the I-25 Corridor from Fort Collins to Trinidad.



PUBLIC SAFETY

City of Pueblo Police

The City of Pueblo Police department provides law enforcement services within City boundaries. In 2017, residents approved a tax that enabled the department to hire 24 new officers, bringing the force total to 231 sworn officers who patrol the four quadrants of the City.

Pueblo County Sheriff

The Pueblo County Sheriff's office provides law enforcement services outside Pueblo City limits. The Sheriff's office has 362 sworn full-time officers.

Fire and Emergency Response

Pueblo Fire Department provides fire and rescue service within Pueblo City limits. Pueblo West maintains its own fire department to respond within its service area, and provides support to commercial development adjacent to its service area through cost-of-service agreements.

Some outlying areas of the County have Fire Protection Districts, such as Pueblo Rural Fire, which covers the St. Charles Mesa to a point slightly east of 60th Lane, along with other volunteer fire departments in Beulah, Rye, and Red Creek in the western portion of the County, and Edison, Boone, and Fowler providing coverage to the east. Outside of these defined service areas the Pueblo County Sheriff provides limited support to ensure structure fires are properly extinguished from a health and safety standpoint, but does not have the capability of responding to fires for the purposes of protecting property. Hatchet Ranch is an example of a concentrated area of homes that does not fall within a defined fire service area.

KEY CONSIDERATIONS FOR THE REGIONAL COMPREHENSIVE PLAN

Infrastructure and services will play a critical role in defining where and how the region grows in the future. Key considerations highlight the importance of regional collaboration in planning for sustainable and resilient growth in Pueblo County:

Integrated land use and water resource planning

Ensuring Pueblo County's water supply is resilient in the face of increasing climate variability and vulnerability is a critical concern for the region's future. Pueblo Water, the Pueblo West Metro District, Pueblo County, and other service providers have taken steps to plan for severe drought scenarios and promote water conservation. However, the potential for water and land use planning conflicts has not been a focus until recently. To help shift the focus as part of the Regional Comprehensive Plan process, baseline information about the region's water supply and usage in this section will be used to inform discussions about future land use choices and potential policy and regulatory changes. The updated plan will contain a comprehensive water element to allow Pueblo County to grow in a sustainable way and support agricultural sectors that are critical to the region's economic growth.

Locating future growth to best capitalize on existing service capacity

Though there is ample land area to accommodate growth throughout the County, the cost of service provision will vary significantly by location. Many outlying areas in the County, along with potential or existing annexation areas on the fringes of the City, would require extension of service delivery networks or boundaries to serve, an option that may be cost-prohibitive in some locations. This consideration applies equally to possible water and sewer line extensions, as it does to surface transportation infrastructure such as roads, broadband service, and the need of expanded boundaries for supportive services such as police, fire, and emergency services. Evaluation of cost-efficient growth locations proximate to existing services and that pose logical and incremental expansion of existing service networks will be an important consideration moving forward.

Coordinated decision-making can support meeting renewable energy goals

Coordinated decision-making can support meeting renewable energy goals. Both the City and the County have adopted ambitious goals for reliance on renewable energy sources by 2035. The expansion of solar facilities in the area is a promising step towards achieving the 100 percent target, but close collaboration in planning among jurisdictions and service providers will be an on-going requirement to achieve the goal. This is another component where consideration of locations for growth – both for residential development and industry, including solar – is important. Land use decisions can help best situate solar operations where ancillary impacts to adjacent development are limited or mitigated, and where residential development can most efficiently benefit from existing transmission networks.

With abundant wind and solar resources, Pueblo and Southern Colorado have the potential to lead the nation in the adoption of clean energy development. Black Hills Energy is working in partnership with the City and County to make this ambition a reality through Renewable Advantage and the company's growing renewable energy portfolio. When completed, the 200-MW Pueblo County solar project will provide enough clean energy to power about 46,000 homes annually, assuring significant cost savings for customers while achieving long-lasting environmental benefits and economic vitality for the region for years to come.

In addition to utility-scale wind and solar, Black Hills Energy is reducing emissions and offering customers clean energy options through the development of community solar gardens with some of the capacity reserved exclusively for income qualified customers, removing barriers to participating in Colorado's move toward more renewables.

Another way to reduce emissions is to help customers reduce energy use through energy efficiency programs. Since 2009, Black Hills Energy has helped customers save more than 191 million kilowatt hours of energy which is the equivalent of removing more than 122,000 tons of carbon emissions from the air. In the past 10 years, the company has provided $25 million in rebates to customers when they purchase energy-efficient appliances.

Determining shared priorities for transportation network maintenance and expansion

Current plans acknowledge that the region is, and has historically been, dependent primarily on automobiles for travel. At the same time, there is a recognition and a growing desire to facilitate other modes of transportation. Biking and walking in particular are areas of focus, as they can lessen congestion pressure on the road network, and provide other health and cost benefits.

But, with limited transportation dollars, the region must balance maintenance and expansion of the road network with the expansion of multimodal options. Recent planning efforts have established priorities that can be confirmed as part of the Regional Plan process, and allow for region-wide assessment and prioritization of transportation improvements that offer shared benefits to users of the system. In addition,opportunities to support emerging modes of transportation (ebikes and scooters) through regulatory updates can also be explored.

THIS PAGE INTENTIONALLY LEFT BLANK

FOCUS AREA #2

GROWTH & DEVELOPMENT





This focus area provides an overview of existing land use patterns and future growth potential in Pueblo County based on the availability of vacant land and infrastructure, residential and non-residential development trends, and development feasibility. Data and information are provided for Pueblo County as a whole, the City of Pueblo and Future Growth Areas, and the Pueblo West and Colorado City Metropolitan Districts.

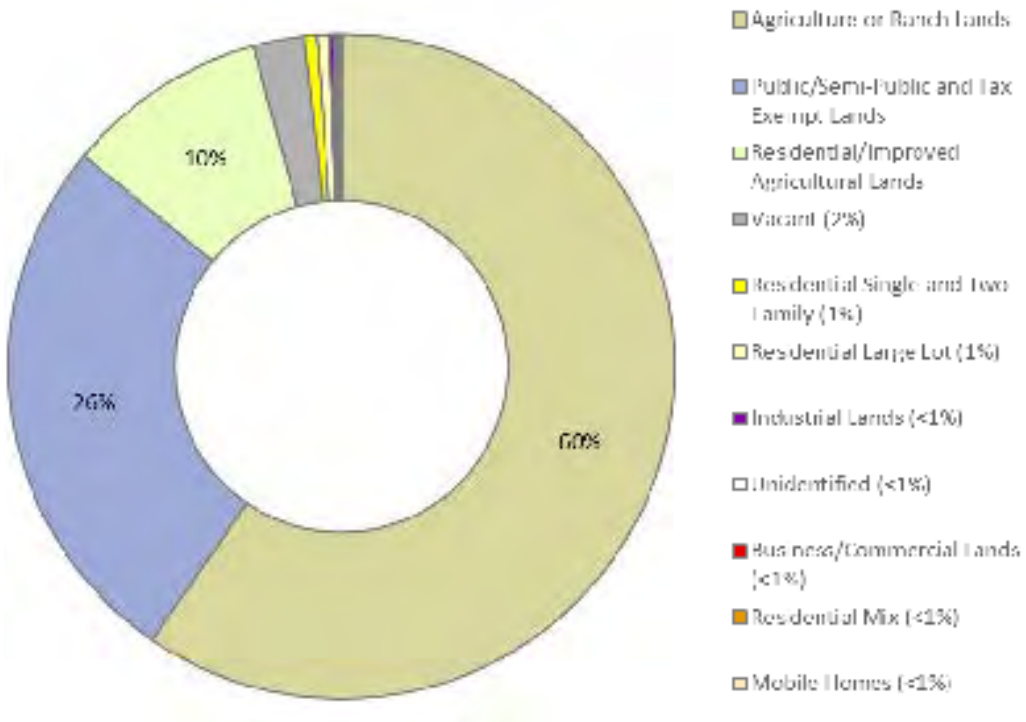
PUEBLO COUNTY

Land use characteristics and growth and development considerations for Pueblo County as a whole are provided below. While some growth and development potential exists in the towns of Boone and Rye and in other unincorporated areas of Pueblo County, that potential represents a negligible percentage of the County's land capacity and is not addressed in detail.

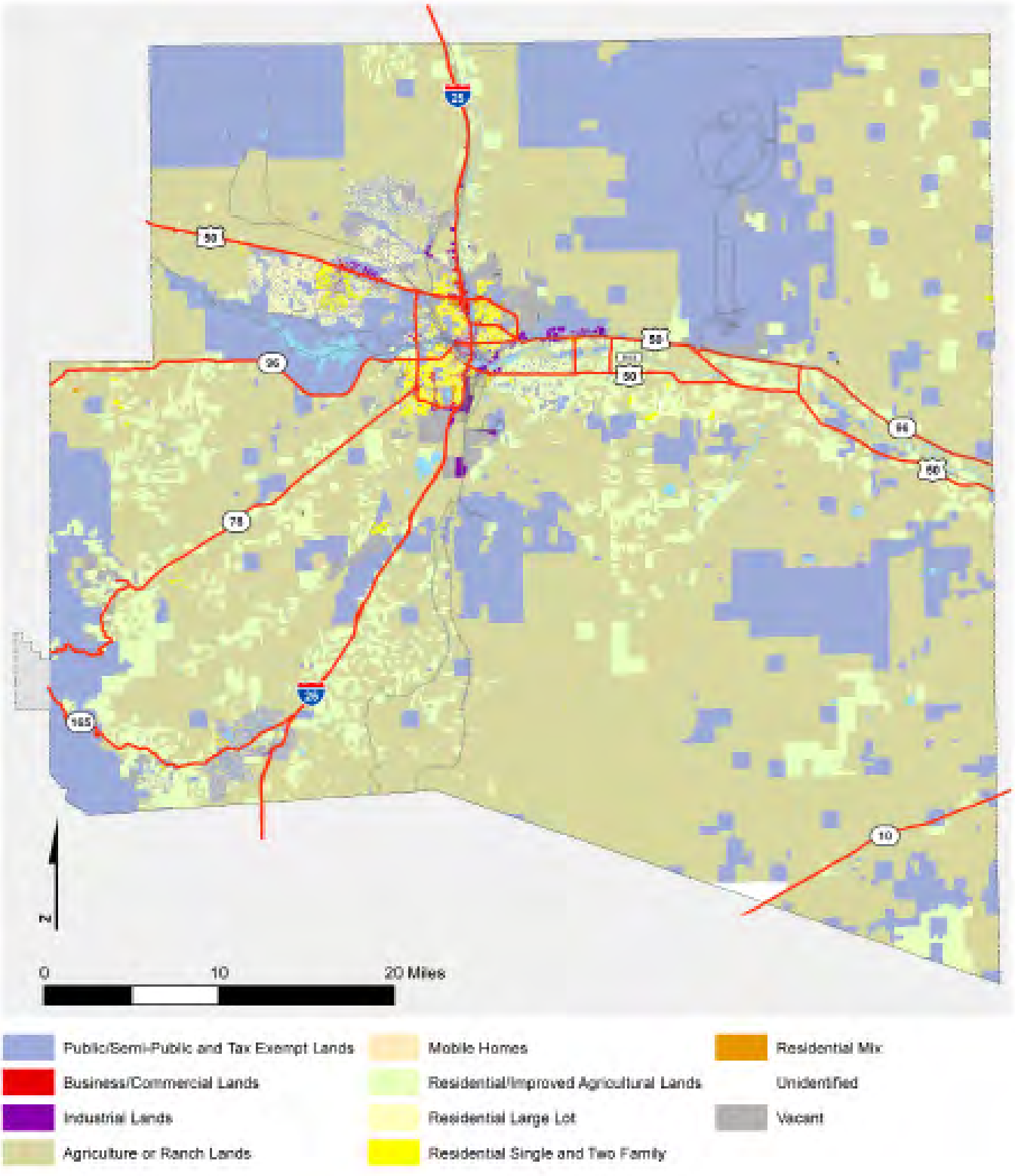
Existing Land Use

Most of the 1.5 million acres of land in Pueblo County is rural or semi-rural in character. Nearly 900,000 acres of the County's land is designated as agricultural and ranch land. Public or semi-public tax-exempt lands account for 396,852 acres. Major public or semi-public landholdings include Fort Carson, the former Pueblo Chemical Depot (PuebloPlex), State Land Board property, the Transportation Technology Center, Lake Pueblo State Park and Wildlife Area, and other properties owned by the City, County, or Metro Districts. Although some large lot residential development exists in unincorporated areas of the County, the majority of residential uses, commercial and industrial uses, and vacant lands are concentrated within or adjacent to the City of Pueblo, Pueblo West, and Colorado City. Altogether, residential land uses occupy 167,675 acres of the County's total land area. The combination of all other land uses in the County, including business/commercial lands and industrial uses, occupy 4,897 acres. Finally, 37,325 acres of land in Pueblo County is classified as vacant; however, not all of this land is planned for future development. See discussion of Land Capacity for Pueblo County as a whole for additional detail.

Existing Land Use[29]
Pueblo County



Existing Land Use[30]
Pueblo County



Land Capacity: Pueblo County

Pueblo County has 37,325 acres of undeveloped land. The majority of this land, 23,133 acres, is zoned for agricultural use. The second largest category of vacant land is zoned for varying intensities of residential development, including residential/agricultural, large lot single family, mobile homes, and PUDs. These categories account for 9,010 acres of zoned vacant land. Mixed-use and commercial zoning account for 2,239 acres of vacant land, while industrial-zoned land is 1,354 acres.

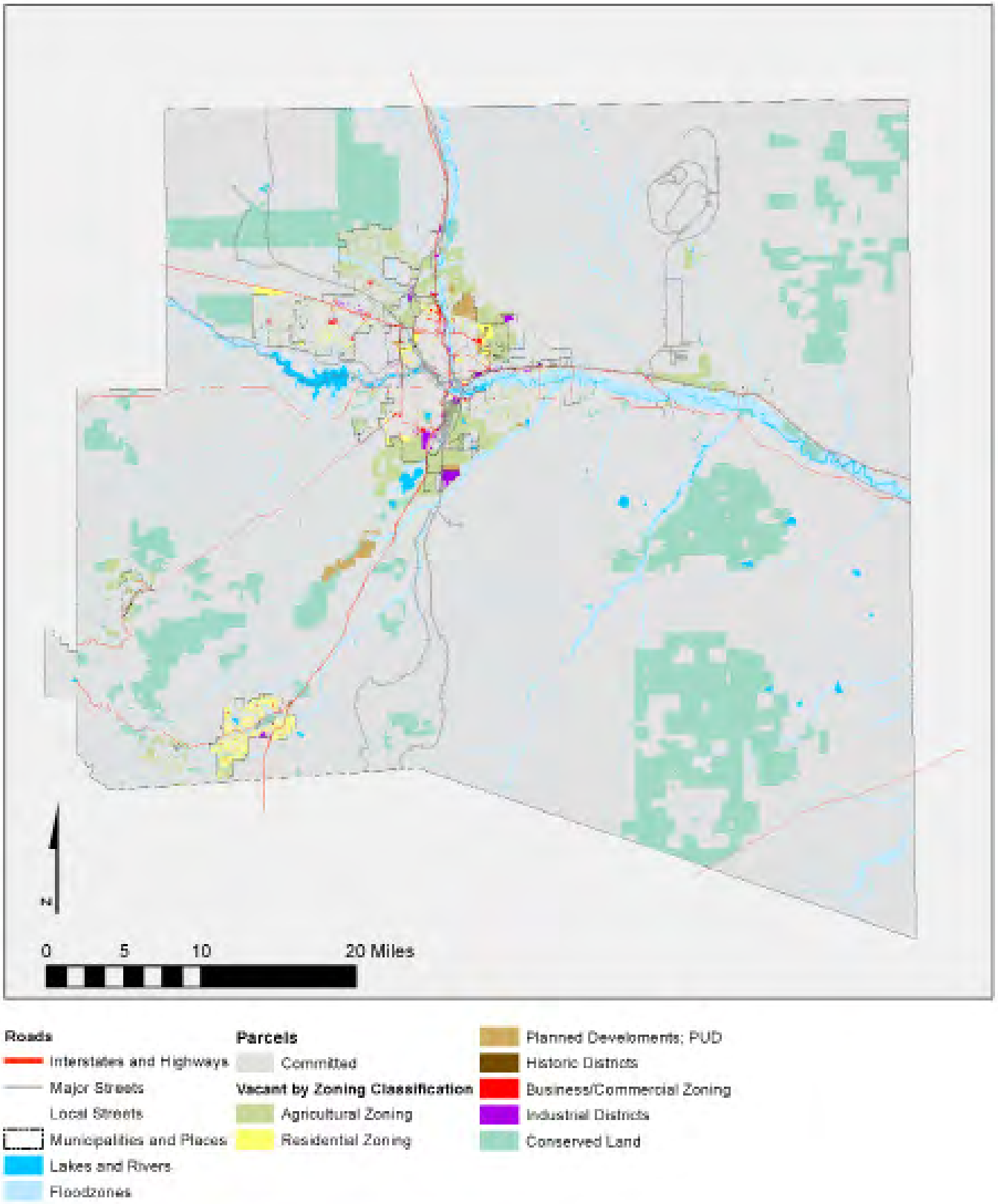
Development Feasibility: Pueblo County

Pueblo County in aggregate has a large amount of undeveloped area to support future growth. However, a significant portion of this land is held in public ownership or conservation easements, used for ranching or agriculture, or is otherwise not planned for urban development. In areas that are planned for future growth—in and around the City of Pueblo, and within the Pueblo West or Colorado City Metropolitan Districts—development feasibility is more dependent on the availability of infrastructure and services needed to support urban development, than it is on the availability of land. Factors impacting development feasibility include:

- Access to and availability of water and sewer service;
- Access and availability of transportation and resident/business services; and
- Preservation of natural resources and agricultural lands.

Development feasibility factors vary by location. Factors for the City of Pueblo, and the Pueblo West and Colorado City Metropolitan Districts are addressed in the sections that follow.

Land Capacity[31]
Pueblo County



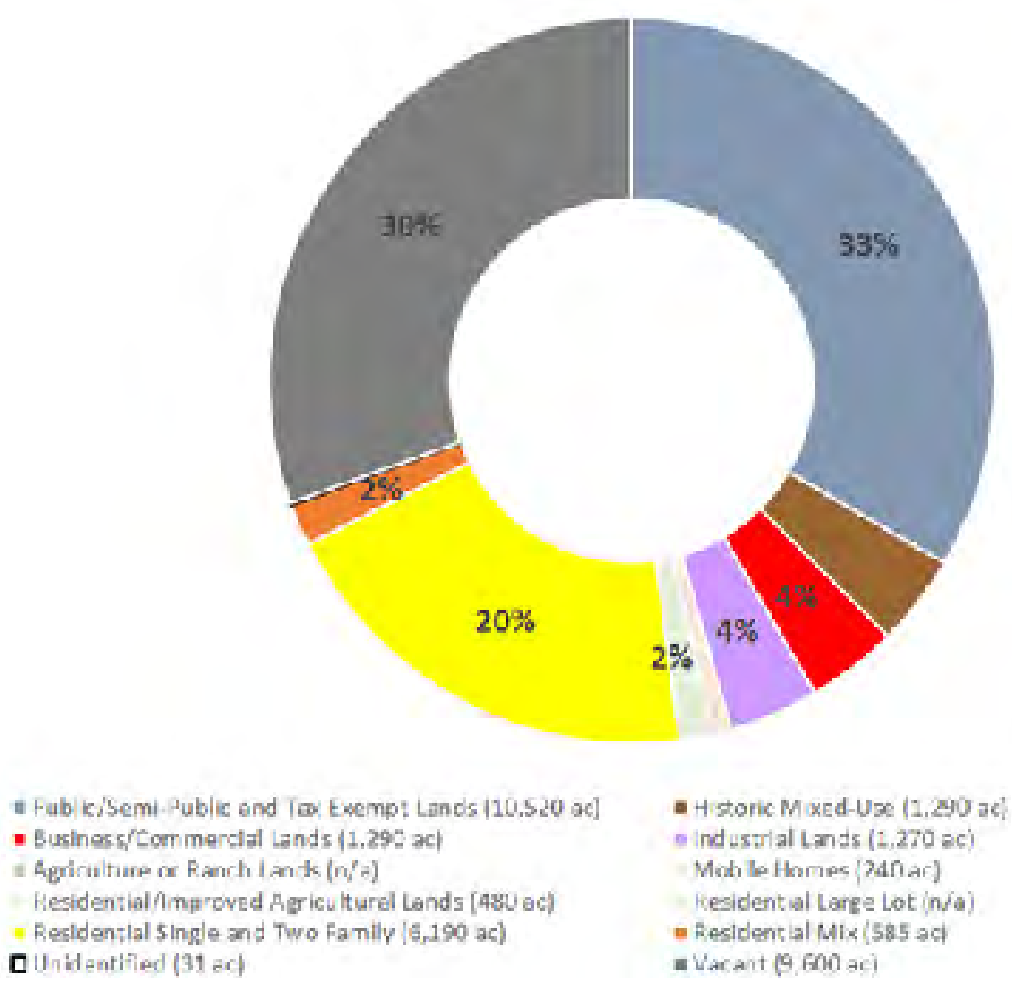
CITY OF PUEBLO AND FUTURE GROWTH AREAS

This section includes information about the City of Pueblo, as well as some immediately adjacent land. This land currently lies outside City limits, but may present opportunities for future growth. While some of the unincorporated areas included are proposed for annexation into the City of Pueblo, others are not. These areas are included for the purposes of discussion, but will not necessarily become part of the City within the planning horizon.

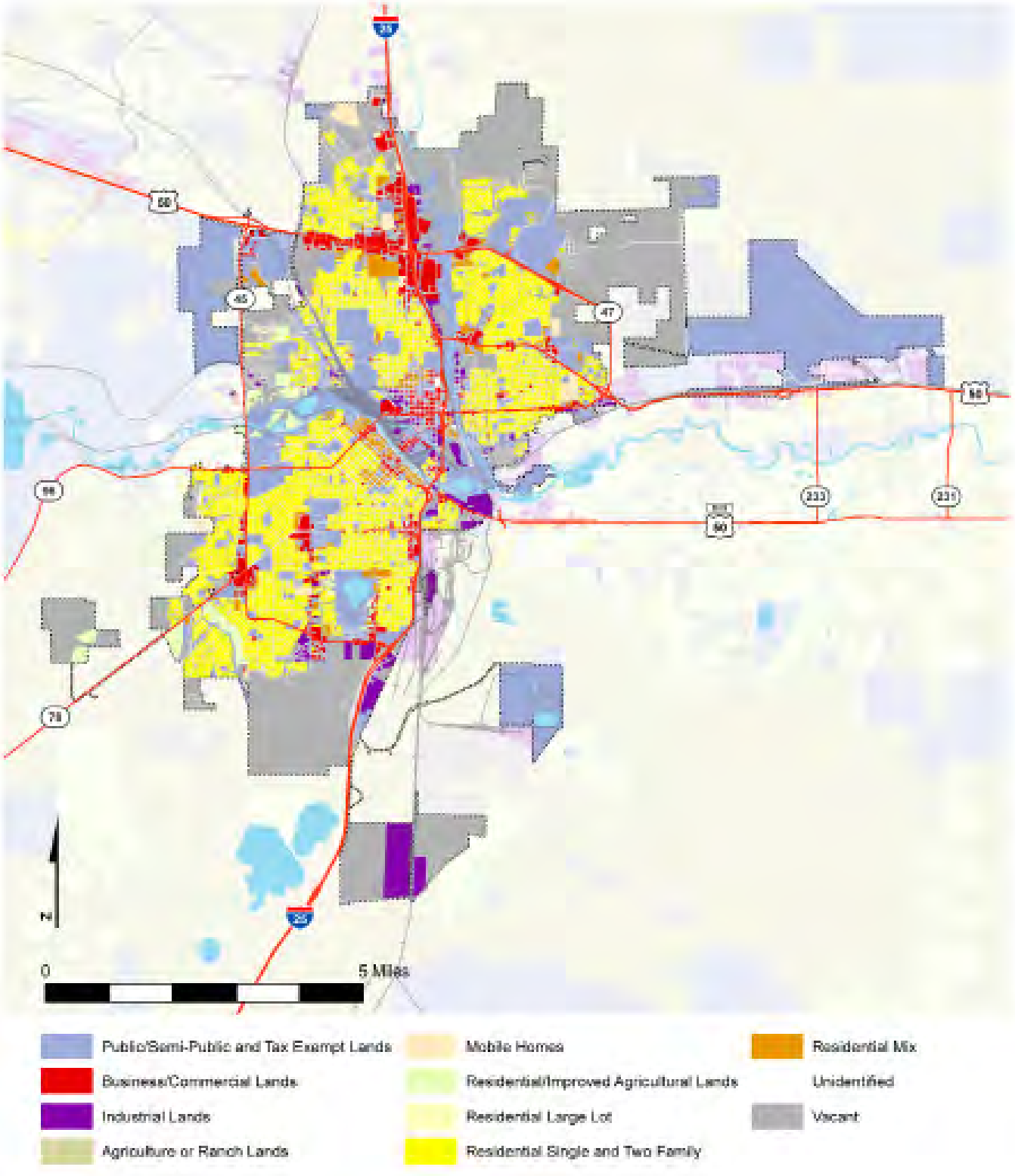
Existing Land Use: City of Pueblo and Future Growth Areas

Within the City limits of Pueblo, there are 31,498 acres of land. Just over one-third of that land area (10,520 acres) is classified as public or semi-public tax-exempt land. The City has 6,188 acres of single and two-family residential land, 1,304 acres of commercial and historic-mixed use land, and another 1,273 acres that is industrial. Finally, 9,602 acres of City land is vacant. In the unincorporated areas immediately adjacent to the City there is an additional 42,095 acres of land, with most of it categorized as vacant (21,954 acres), agriculture or ranch (8,827 acres), residential and improved agriculture (5,876 acres), public/semi-public and tax exempt (3,589 acres), and industrial (1,684 acres).

Existing Land Use[32]
City of Pueblo, 2021



Existing Land Use[33]
City of Pueblo



Land Capacity: City of Pueblo

Within the incorporated City of Pueblo, there is a total of 9,561 acres of vacant land. Over half of this land (4,120 acres) is zoned as agriculture, which is used as a holding zone. Most of this land is located at the fringes of the developed areas of the City and is planned for future residential development. An additional 2,050 acres of vacant land is already zoned for residential development. Together, non-residential uses make up 28 percent of the City's land area, with industrial zoning accounting for 15 percent (1,180 acres) and commercial zoning accounting for 7 percent (590 acres). There is a limited amount of vacant land designated as Planned Unit Development (160 acres) or Historic Mixed-Use (5 acres).

Land Capacity: Future Growth Areas

North Pueblo

There are 4,106 acres of vacant land in the North Pueblo area. Of that total, 3,436 acres are zoned as agriculture. Approximately 469 acres are zoned for residential—348 acres for large lot residential and 121 acres for single family and attached residential. An additional 194 acres is zoned for industrial uses.

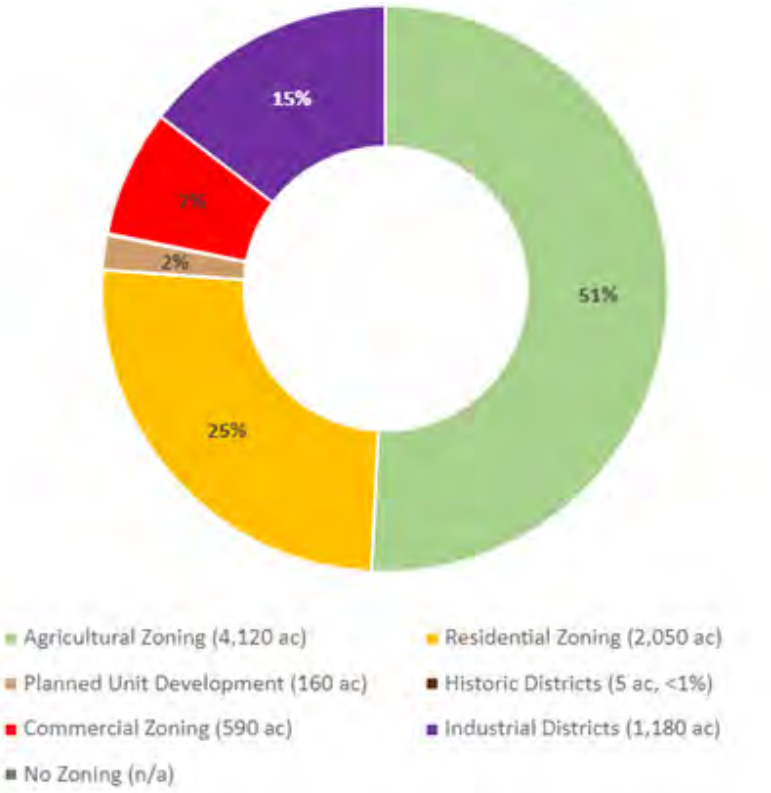
East Corridor

The East Corridor includes areas east of the Pueblo Airport along Highway 50 to Avondale and north to includes the PuebloPlex and the Transportation Technology Center. The corridor includes 5,027 acres of agriculturally zoned land, 404 acres zoned for industrial uses, 39 acres of land zoned for business/commercial uses, and 355 acres of land zoned for residential uses.

South Pueblo

The South Pueblo area includes 10,062 acres of vacant land. A majority of that land (8,625 acres) is zoned agriculture. An additional 1,429 acres is zoned for industrial uses, and the remaining 7 acres are zoned for commercial (3 acres) and large lot residential (5 acres).

Land Capacity[34]
City of Pueblo, 2021



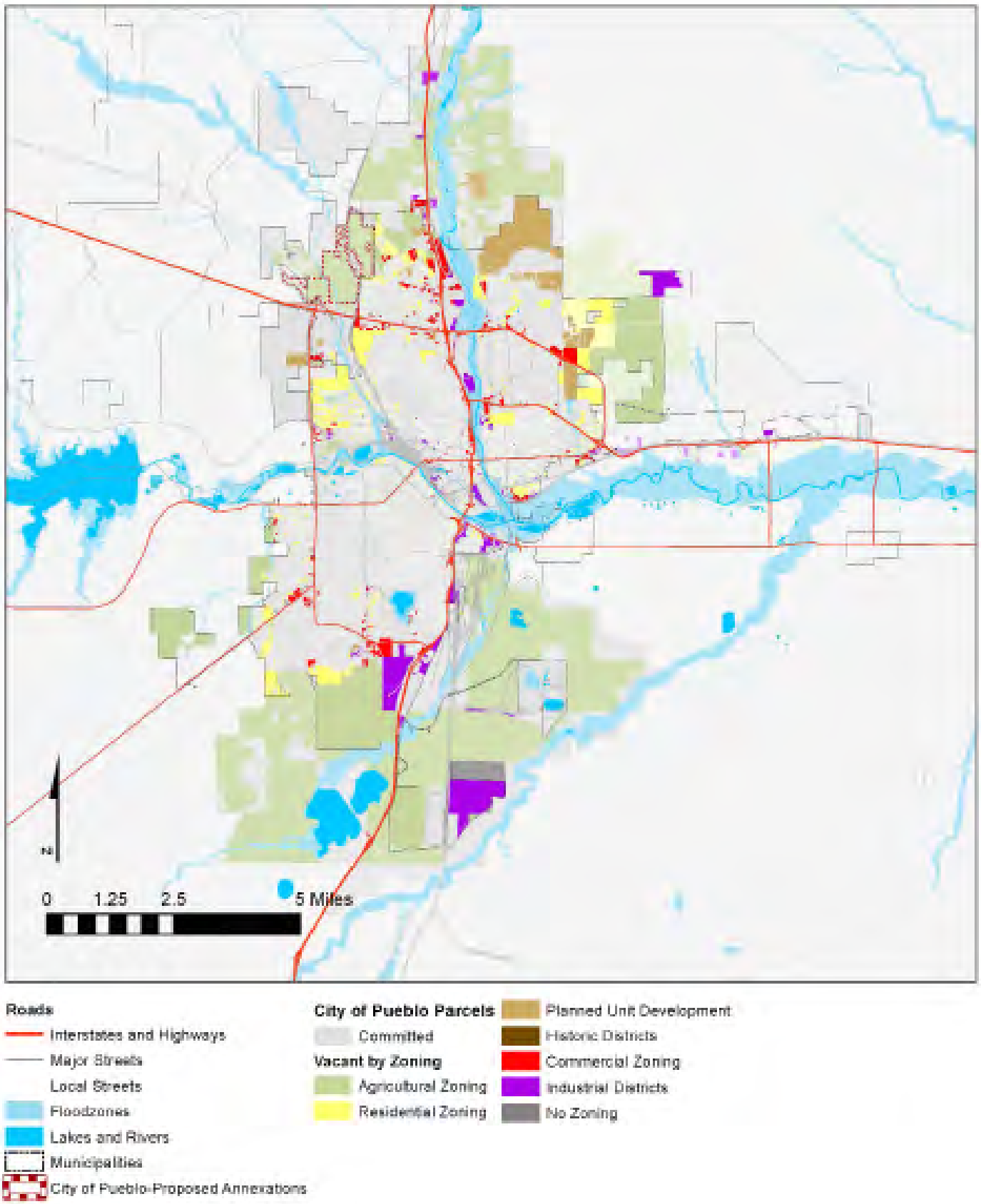
Development Feasibility: City of Pueblo and Future Growth Areas

A possible constraint on future development in the City may be the limits of existing infrastructure, and the high cost of expanding and maintaining additional infrastructure to serve new development. This applies to new roads, water service, and the possible need for additional fire stations to adequately serve development.

The City of Pueblo is served by Pueblo Water. The quantity of Pueblo Water's supply is a strong point in support of growth within and, in some locations, adjacent to existing City limits. However, while supply is adequate, the service area is limited, and extension of service delivery infrastructure to outlying areas and unincorporated areas is cost-prohibitive. Budget for service expansion is constrained by the need to repair or replace existing, aging service delivery lines.

Land Capacity[35]

City of Pueblo and Future Growth Areas



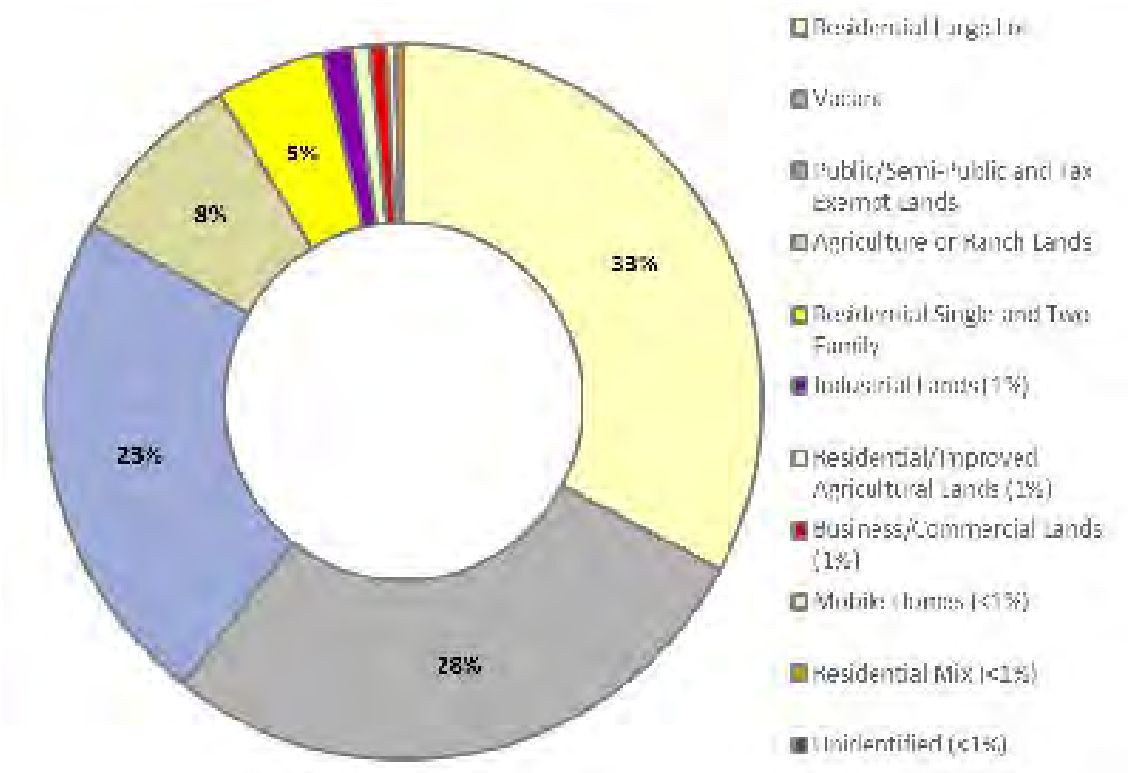
PUEBLO WEST

The Pueblo West Metropolitan District (PWMD) is located west of the City of Pueblo along U.S. Highway 50. Established in 1969, it encompasses 31,000 acres or 49 square miles (a land area slightly larger than City of Pueblo) with 18,700 platted residential lots. The PWMD is responsible for provision of fire and emergency response services, streets, water and wastewater, parks and recreation, and administration services within the District.

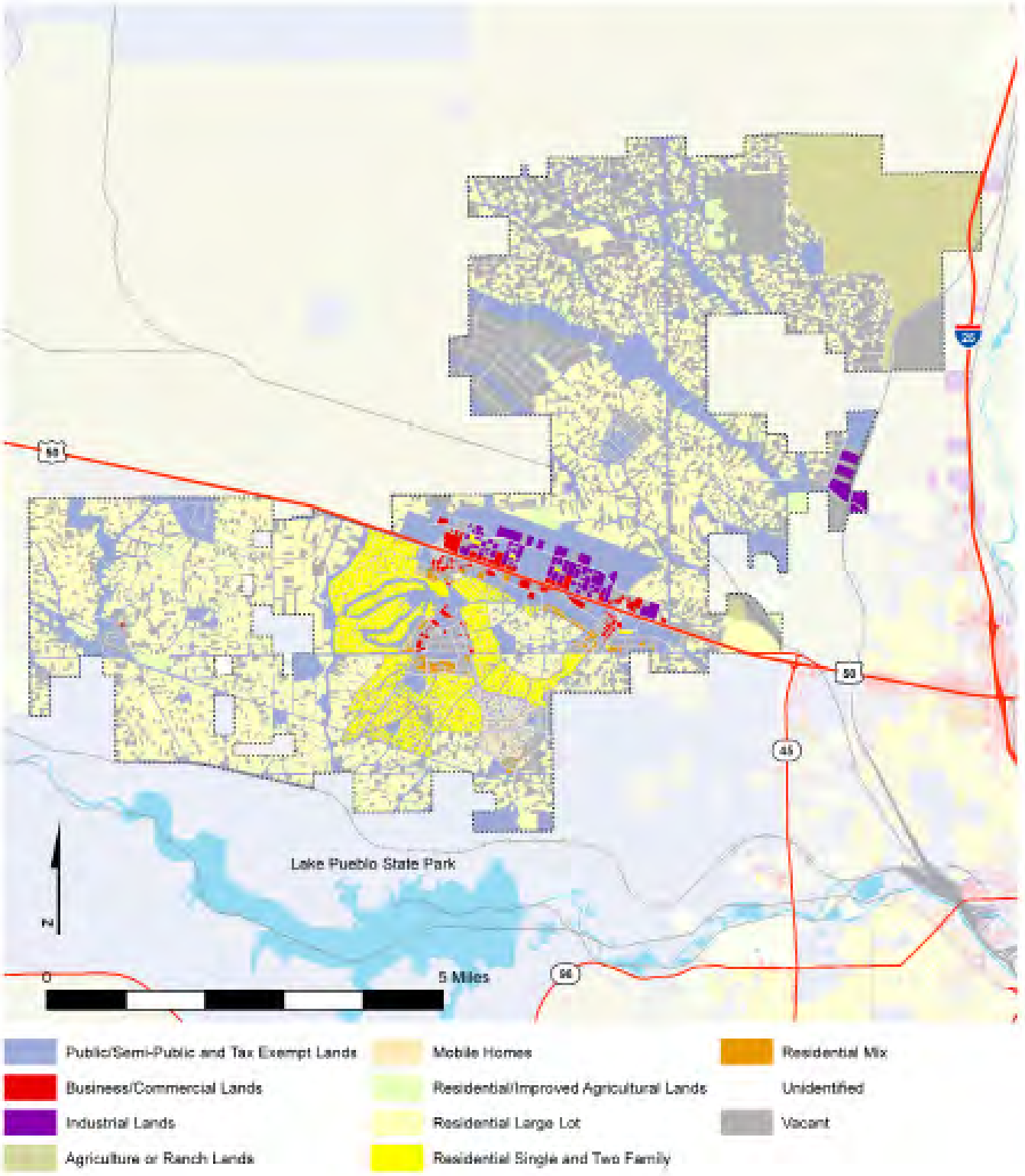
Existing Land Use: Pueblo West

Residential development occupies 10,992 acres within the PWMD. Commercial and industrial uses account for little of the land area in Pueblo West: together, these uses total 567 acres, while agricultural and ranching land represent another 2,300 acres of the total. The remaining acreage in Pueblo West is either public or semi-public and tax-exempt, at 6,331 acres, or vacant land, which totals 7,671 acres.

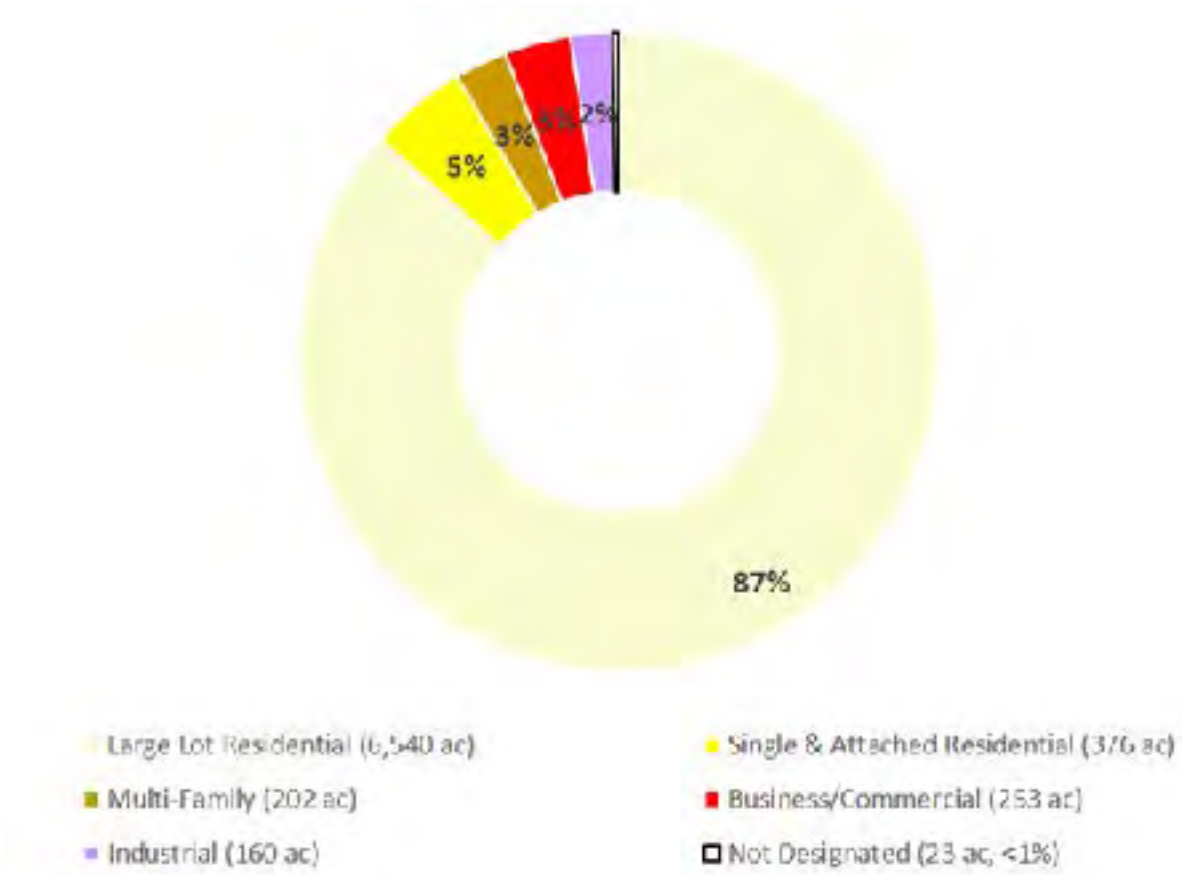
Existing Land Use[36]
Pueblo West



Existing Land Use[37]
Pueblo West



Vacant Land By Zoning[38]
Pueblo West

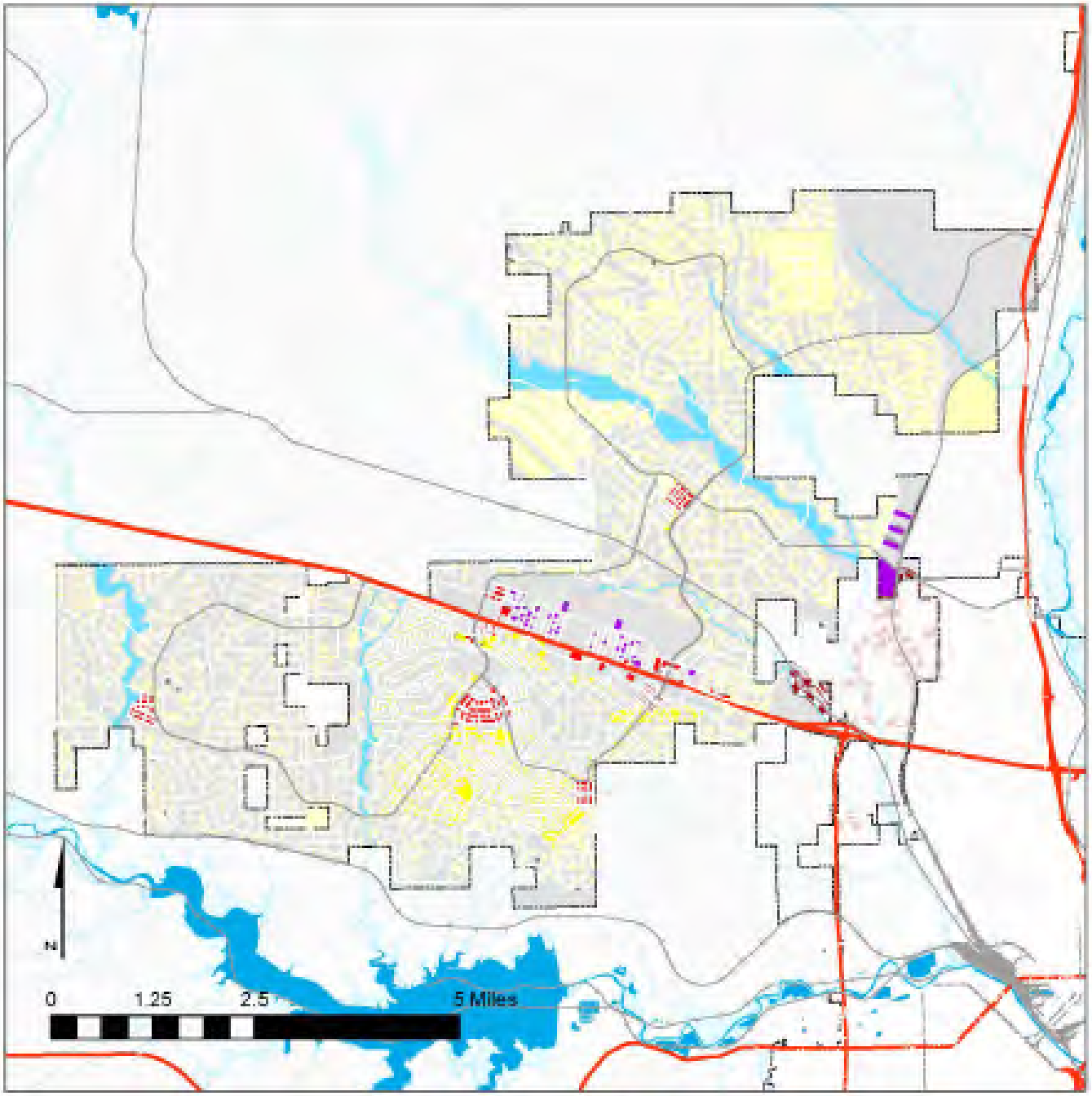


Land Capacity: Pueblo West

A significant majority of vacant land in the PWMD– 7,119 acres of the total vacant acreage of 7,671 acres – is zoned for residential development. Large-lot single family residential zoning applies to 6,540 acres of the residential total, while the other 578 are zoned for smaller lot residential, a PUD, and mobile homes. Industrial zoning applies to 160 acres in the PWMD, while another 253 acres of Pueblo West's vacant land is zoned for mixed use or commercial districts. There are also several agricultural inholdings within the PWMD boundary (south of Highway 50) that remain from its original formation in the 1960s. About 116 acres of this land (not included in the diagram) is classified as vacant and available for future development.

The PWMD owns approximately 5,400 acres of land within the Metro District Boundary. While a significant portion this land is located in flood zones, or includes road rights-of-way, approximately 500 acres are planned for future residential or non-residential development. In recent years, the PWMD has sold some District-owned parcels for development purposes. Additional District-owned land may be sold as opportunities for future development arise.

Land Capacity[39]
Pueblo West



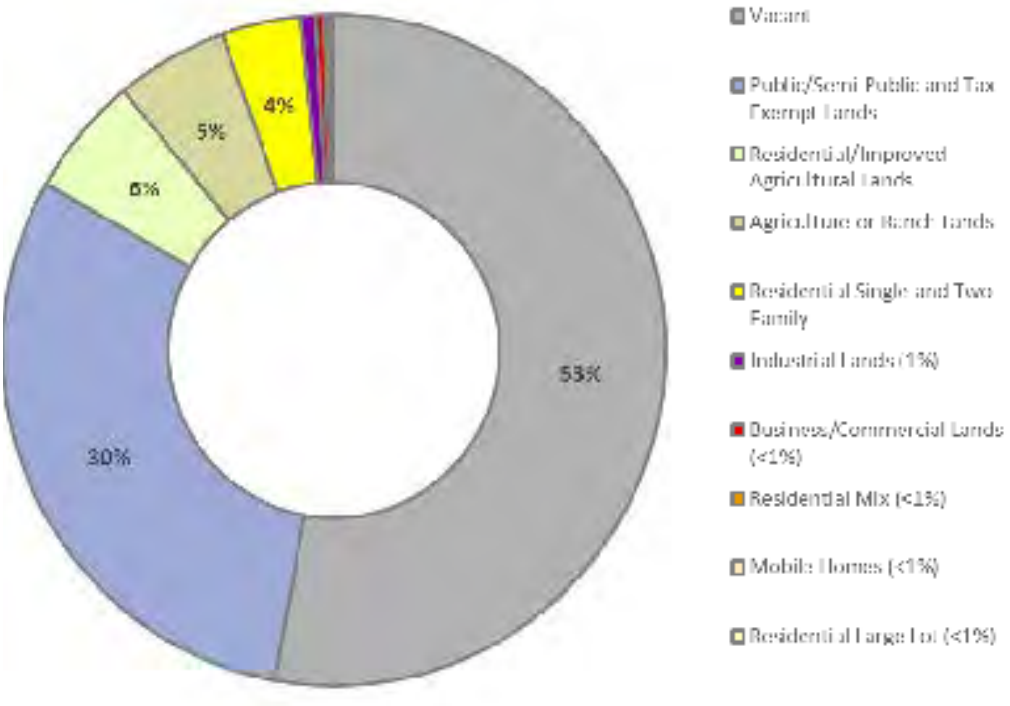
COLORADO CITY

Existing Land Use: Colorado City

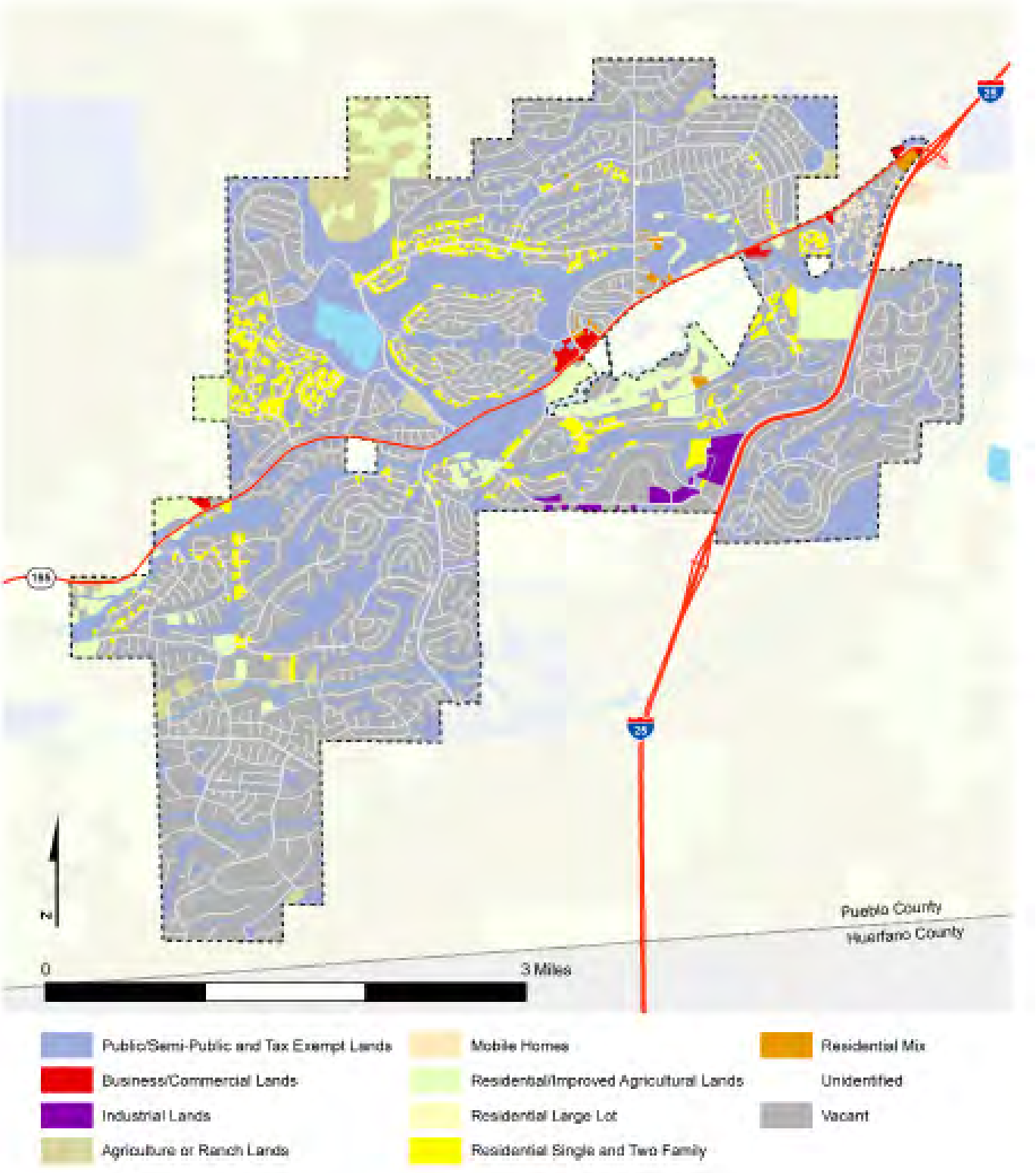
The Colorado City Metropolitan District (CCMD) is located approximately 20 miles south of the City of Pueblo along Interstate 25. The CCMD was established in 1963 and encompasses 8,017 acres or about 12 and a half square miles subdivided into 16,800 lots.

Though subdivided, just over half of the land—4,239 acres—in Colorado City remains vacant. There are 2,435 acres of public or semi-public tax-exempt land. Residential development occupies 815 acres of land. A further 89 acres is used for business, commercial, or industrial purposes, and the remaining 438 acres is agricultural or ranch land.

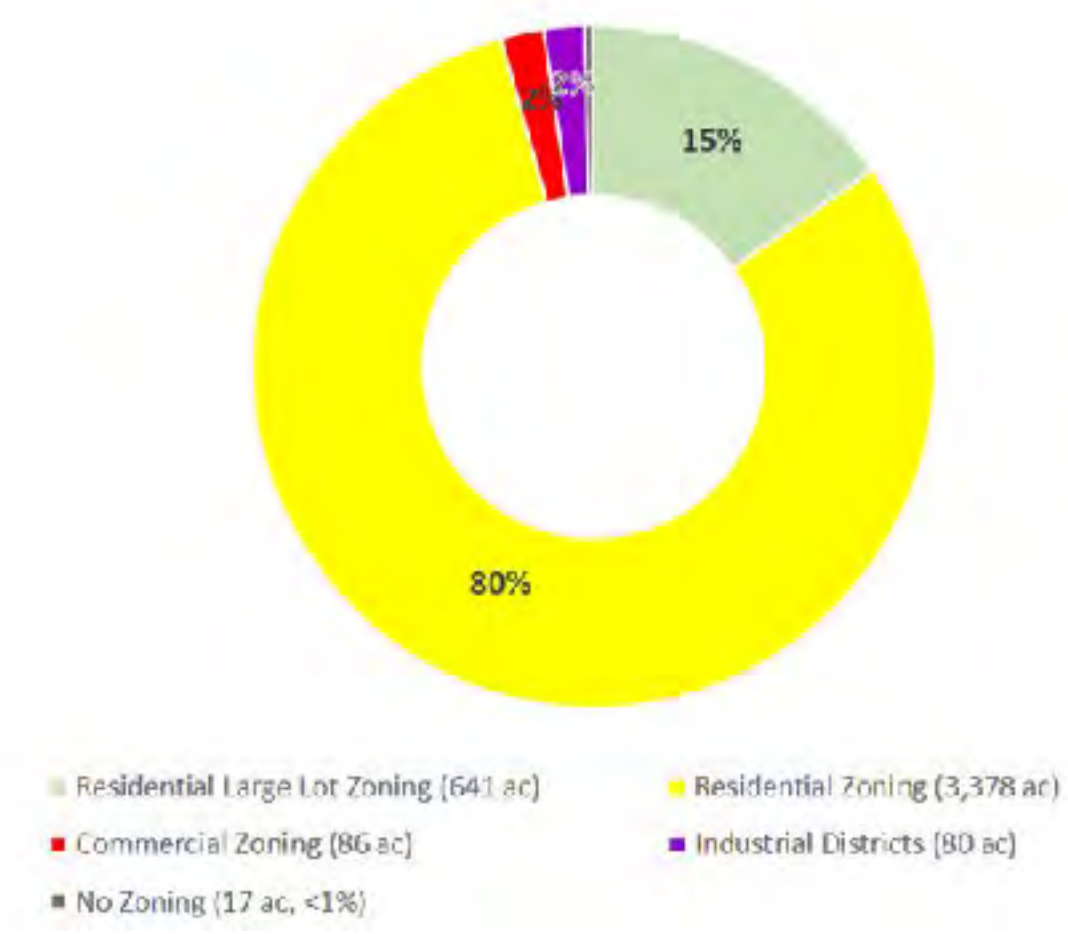
Existing Land Use[40]
Colorado City



Existing Land Use[41]
Colorado City



Vacant Land by Zoning[42]
Colorado City



Land Capacity: Colorado City

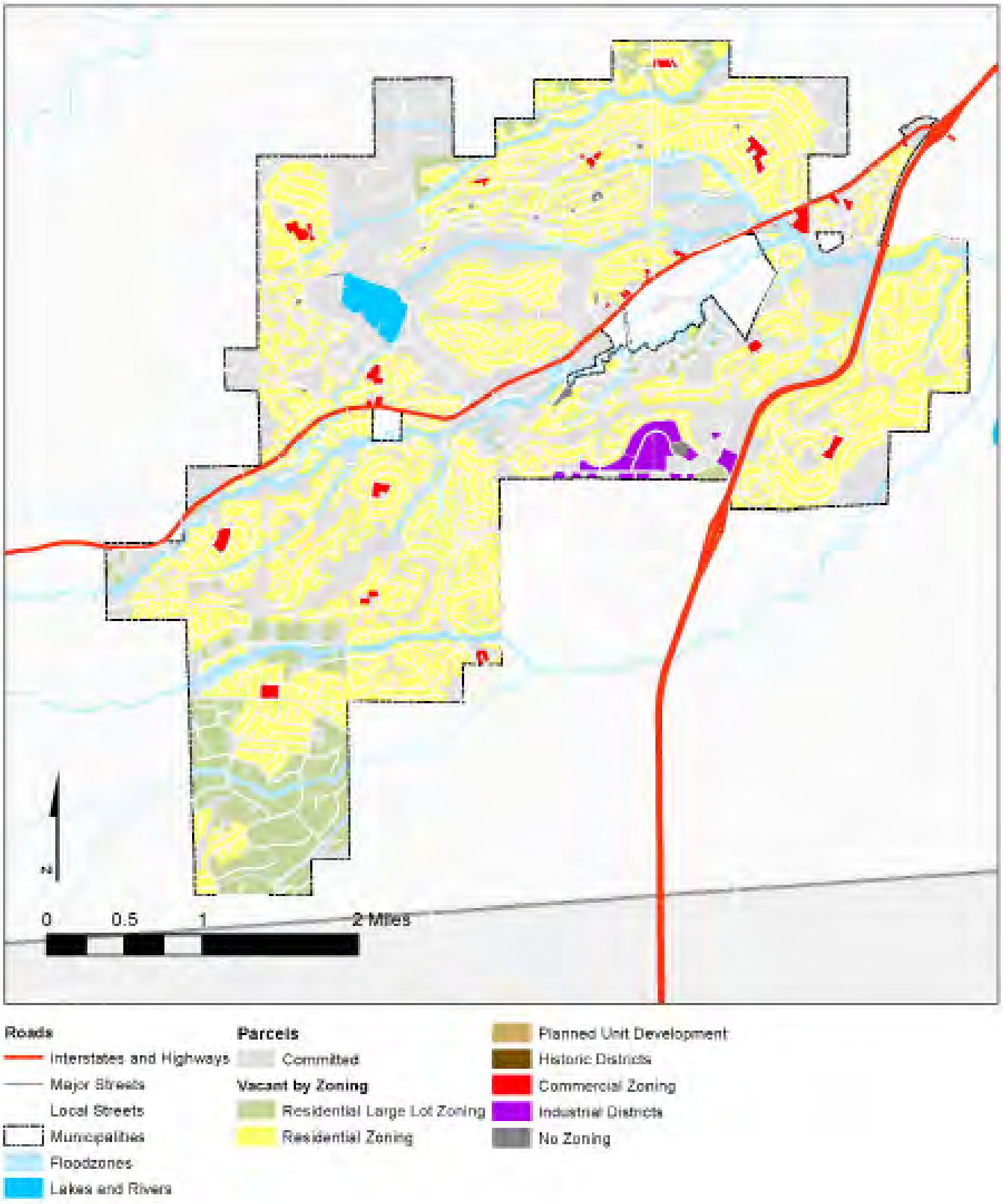
Of the 4,239 vacant acres of land in Colorado City, 641 acres is zoned for large lot residential, 3,220 acres is zoned for single- or two-family, and multi-family residential development. Commercial districts account for 86 acres of zoned vacant land, with only 12 acres agriculturally zoned. The remaining land is 80 acres of industrial zoning, 17 acres with no zoning.

There are more than 13,000 platted and unbuilt residential lots in Colorado City and fewer than 1,000 occupied homes in Colorado City. 52% of the land in Colorado City is still vacant, and a large portion of the committed land is dedicated open space or infrastructure.

Development Feasibility: Colorado City

Although there is significant land capacity remaining within the CCMD boundary, residential and non-residential development in Colorado City is anticipated to be fairly modest in the near-term due to current water and sewer system limitations. Colorado City has been growing at a rate of about one percent per year, adding around 15 new homes annually. Though the number of vacant lots far exceeds the existing service capacity for water and sewer, current capacity may be sufficient to support Colorado City's present rate of growth, if planned upgrades are completed and the present rate of growth remains constant over the twenty-year planning horizon.

Land Capacity[43]
Colorado City



DEVELOPMENT TRENDS: PUEBLO COUNTY

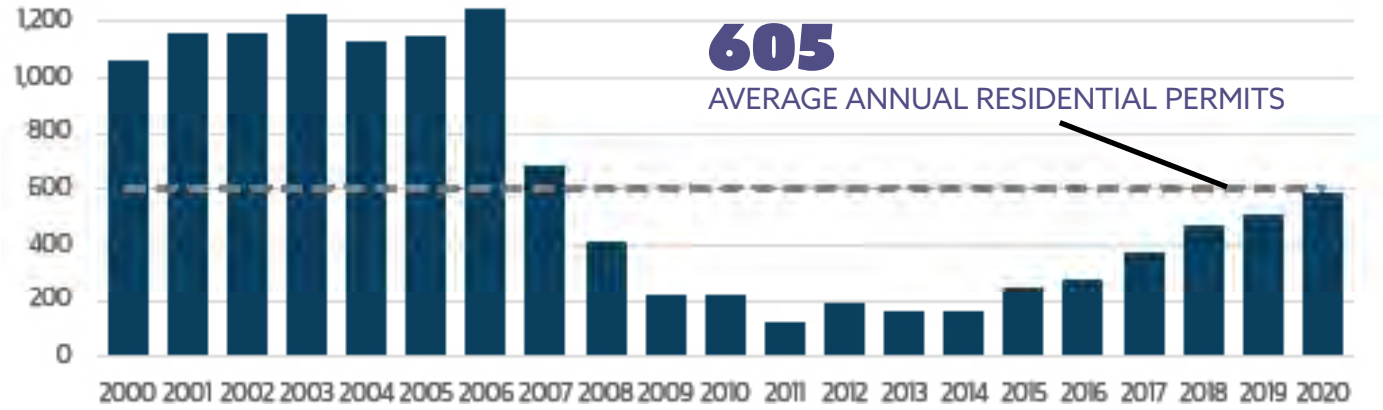
Residential Development

The housing development market in Pueblo County is beginning to increase to the amount of activity experienced in the early 2000s. Prior to the Great Recession, Pueblo County was issuing over a 1,000 residential construction permits per year. However, permits do not equate to units. The rate of housing permits issued has begun to rebound after more than decade of lower-than-average permits being issued from 2008 to 2019. The Pueblo Regional Building Department issued 582 residential building permits in 2020, which is slightly less than the 20-year average of 605 permits per year. The rate of home construction has not matched with population and employment growth in the past decade.

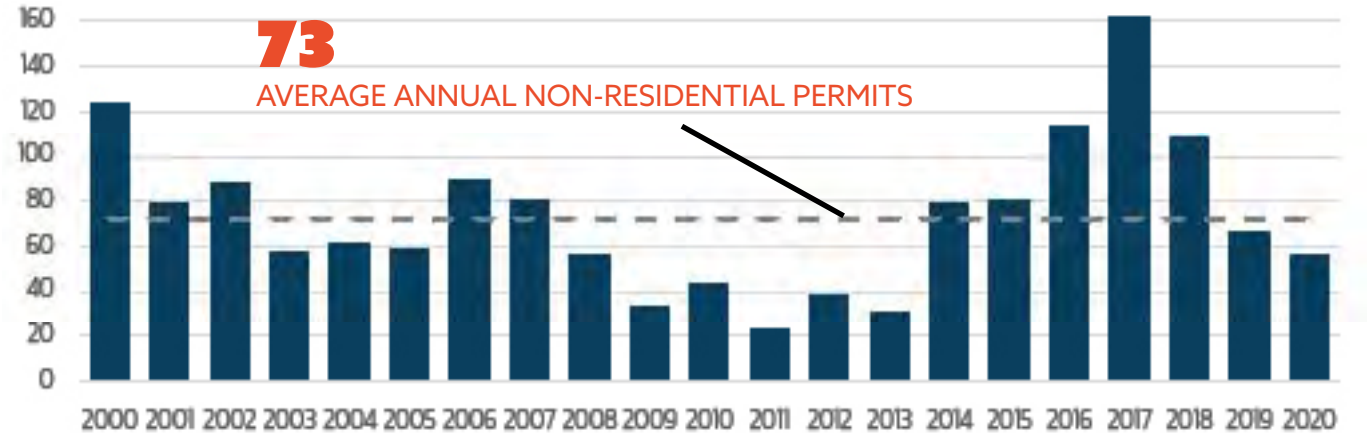
New residential development in the County has largely been by single family homes over the past two decades. Between 2000 and 2020, Pueblo recorded 9,415 residential building permits, with 92 percent of those for single family residences, and accounted for approximately 84 percent of units permitted. The predominance of single-family home development was even greater in the past 10 years, as single-family units accounted for 88 percent of units permitted.

A significant portion of residential building were permitted in zip codes coterminous with Pueblo West, matching high growth rates for population and households in that area over the same period, indicating high demand for the northwest area outside of the City. The other zip codes that attracted significant housing development in the past decade were in the north portion of the County along I-25, within the City of Pueblo, and in and around Colorado City.

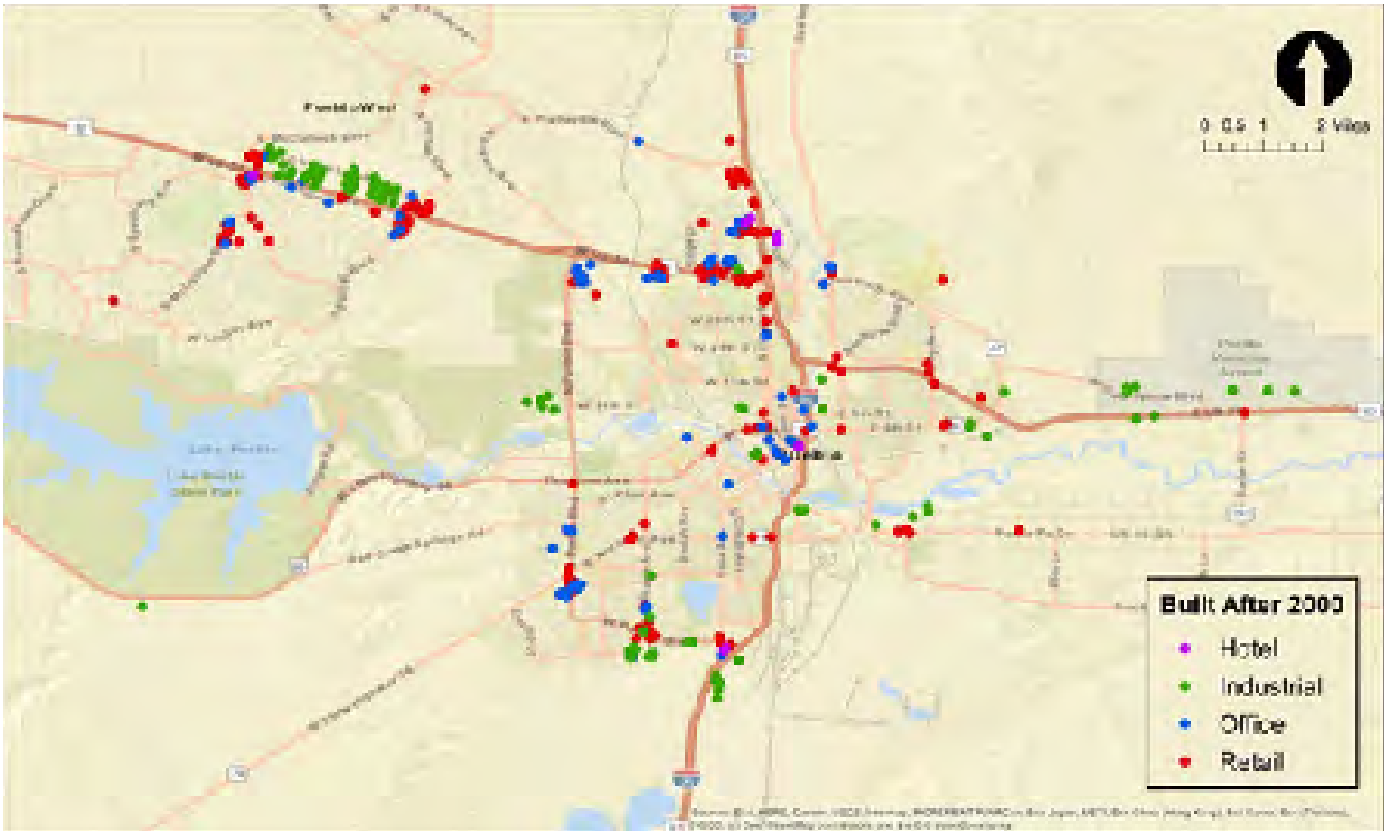
Residential Permits Issued[44]
Pueblo County, 2000-2020



Non-Residential Permits Issued[45]
Pueblo County, 2000-2020



New Non-Residential Buildings[46]
Pueblo County, 2000-2020

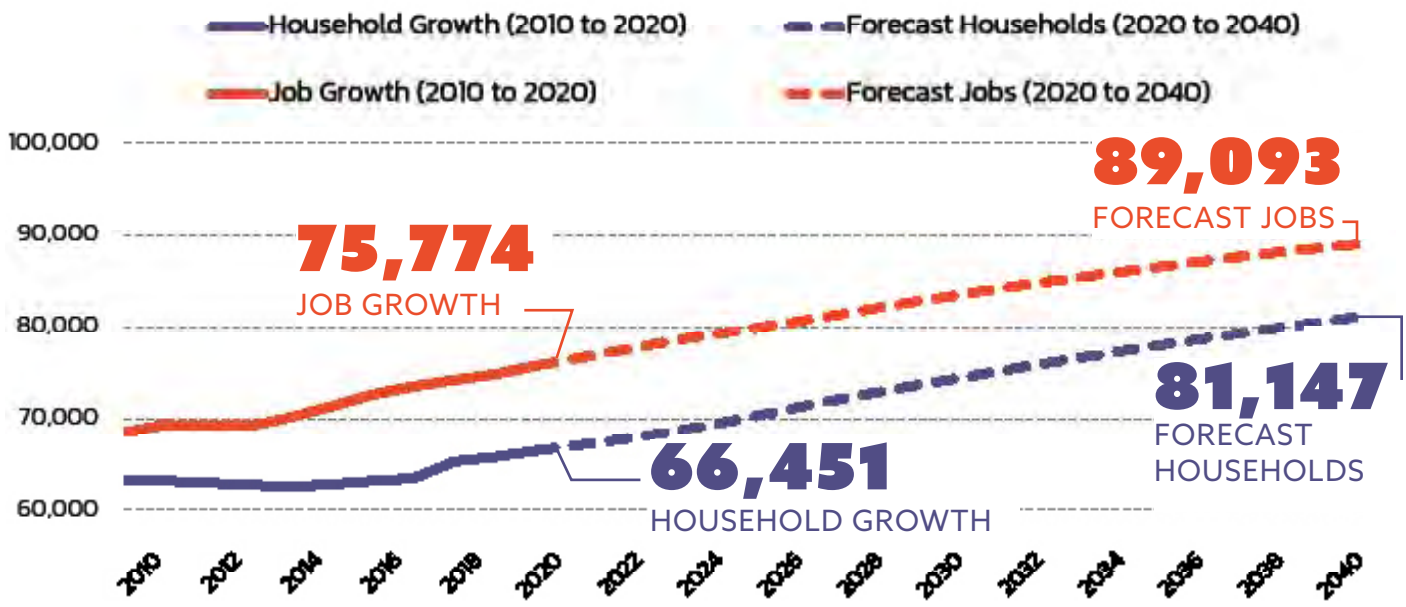


Non-residential Development

The rate of non-residential development did not follow the same pattern as housing construction. The Pueblo Regional Building Department issued an average of 73 new non-residential building permits annually between 2000 and 2020, with the County experiencing the highest rates of permitted buildings in the past 6 years. Since 2014, the County has averaged 95 non-residential permits annually with a twenty year high in 2017 of 162 permits. This rate of non-residential construction should be indicative of increased employment growth currently and in the near future.

The non-residential development in the County has been more dispersed than the housing development. However, most of the new development has occurred along the Highway 50 corridor in Pueblo West and in the City of Pueblo, and along the I-25 corridor on the north end of the City of Pueblo. New retail developments over the past twenty years have been primarily along these two major transportation routes, with the north I-25 area attracting most of the regionally oriented retail centers. The office and hotel development patterns have largely followed the retail patterns. Industrial development has primarily been concentrated in Pueblo West along Highway 50, on the southern end of the City of Pueblo along I-25 and near the Pueblo Municipal Airport.

Forecast Household and Job Growth[47]
Pueblo County, 2010-2040



FORECAST GROWTH AND DEVELOPMENT DEMAND: PUEBLO COUNTY

Population Forecast

The Colorado Department of Local Affairs (DOLA) projects that Pueblo County will add 29,000 new residents over the next 20 years at a rate of 0.8 percent annually. This rate of population growth is estimated to result in the increase of households in the County by nearly 14,700 over 20 years. The rate of household growth forecast is greater than the County has experienced in the past decade indicating housing demand will increase along with the growing economy. Employment in Pueblo County is forecast by DOLA to increase from 75,774 jobs to 89,093 jobs in the next 20 years. This is an estimated increase of 13,319 jobs over 20 years, which equates to an annual rate of 0.8 percent matching the rate of population growth. This rate of employment growth is consistent with rates experienced since 2013.

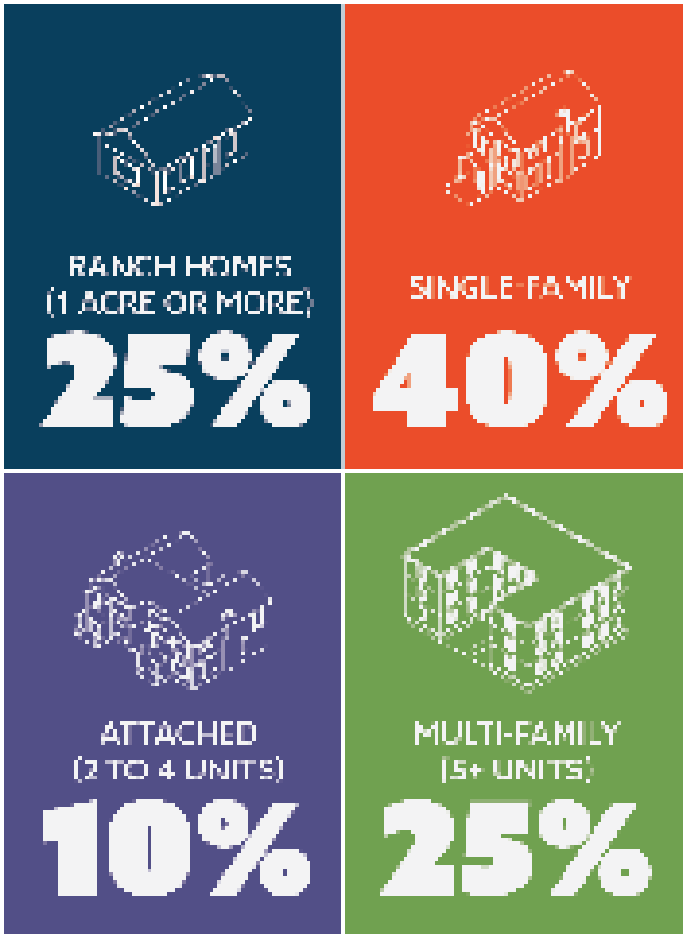
14,700
NEW HOUSING UNITS

5,131
ACRES OF LAND FOR HOUSING

Housing Forecast and Land Demand

The forecasted amount of household growth was translated into housing demand by housing product type based on an evaluation of demographic conditions, forecasts by age cohort completed by DOLA, analysis of development trends, and considerations of housing prices/costs. The types of housing units in demand in the County over the next 20 years are estimated to be predominately single family, matching current household trends. Single family units are estimated to account for approximately two thirds of new units built. However, there is likely to be an increase in the number of attached and multifamily units built in the County. There will be demand for a greater diversity of unit types due to the rising costs of housing making ownership of single-family homes more difficult for the average household/worker, shifting housing preferences, increased employment, continued in-migration to the County, and most impactfully, the large number of older residents (over the age of 65) currently in the County that will likely need or desire housing options more oriented to seniors. There will be an estimated demand for 14,700 new housing units over the next 20 years, which will

generate the need for 5,131 acres of land for housing to accommodate demand. This housing demand was spread over four primary housing product types including:



Non-Residential Forecast and Land Demand

To understand the types of non-residential development that will be in demand over the next 20 years, the forecasted 13,300 new jobs in the County by 2040 were distributed by industry. In total, the estimated new employment in the County will generate demand for 4.3 million square feet of additional building space. The total estimated demand for building space over the next 20 years will generate demand for approximately 1,120 acres of land. Most of the land demand comes from heavy industrial uses and land intensive employment uses. Demand is projected to be split relatively evenly among five employment-oriented building types:

4.3 MILLION
FT² ADDITIONAL BUILDING SPACE

1,120
ACRES OF LAND IN DEMAND

- **Retail.** This category includes typical retail and restaurant uses. These uses have similar land demand patterns in terms of space for visitors, length of stay, and locations.
- **Service Commercial/Hospitality.** This category includes a mixture of commercial-oriented businesses (e.g., dentist office, real estate office) and hotel uses.
- **Office/Institutional.** This category includes traditional office buildings (e.g., multi-tenant or limited or no customer interface) and educational and health provider support spaces.
- **Industrial/Flex.** This category includes more traditional industrial and flex-industrial uses. This includes small scale manufacturing and warehouse/distribution uses.
- **Heavy Industrial/Land Based.** These employment uses are more unique to Pueblo that are either large heavy industrial users, such as EVRAZ, and more land consumptive employment uses, such as Vestas and the Transportation Technology Center.

Forecast Development Land Demand[48]
Pueblo County, 2020-2040

Description			
Residential (2020–2040)			
Development Type	**Total Units**	**Ann. Avg. Units**	**Total Acreage**
Pueblo Ranch	3,622	181	3,622
Suburban Single Family	5,878	294	1,176
Attached (2-5 units)	1,470	73	147
Multifamily (Greater than 5 units)	3,726	186	186
Subtotal	14,696	735	5,131
Employment (2020–2040)			
Development Type	**Total Sq. Ft.**	**Ann. Avg. Sq. Ft.**	**Total Acreage**
Retail	1,051,500	52,575	121
Service / Hospitality	791,200	39,560	81
Office / Institutional	752,600	37,630	58
Industrial / Flex	839,300	41,965	129
Heavy Industrial / Land Based	819,700	40,985	753
Subtotal	4,254,300	212,715	1,120
Total			**6,251 acres**

Total Land Demand

In aggregate, the total demand for land to support both forecasted residential and non-residential growth is approximately 6,251 acres over the next 20 years.

The long-term impacts of the COVID 19 Pandemic on demand for housing and employment development are not fully understood at this point. The shift to remote working for professional service jobs and other industries during the pandemic may have lasting impacts on demand and needs for office space. Retail development trends have only been accentuated during COVID 19 along with a shift to increased spending on food for home consumption due to stay at home orders and social distancing requirements. These shifts have only accelerated the move towards more distribution-based retail and food service, which continues to drive demand for industry space. The estimated land demand for employment uses is heavily driven by industrial and land-based employment uses. The forecasts still provide a reasonable estimate of future demand by development type even if COVID 19 impacts reduce or increase overall demands for development space and acreage.

FUTURE DEVELOPMENT AND LAND CAPACITY: PUEBLO COUNTY

The comparison of demand for future development and land capacity is best summarized based on the types of uses expected in the County over the next 20 years. Three major groups of new development types were evaluated to summarize capacity and demand issues: residential, commercial/mixed-use, and industrial.

Residential Land Demand vs. Capacity

The estimated demand for residential development was split among the four housing types describe previously; Pueblo Ranch, Suburban Single Family, Attached housing, and Multifamily housing. The potential locations that are suitable for each of these types varies. However, most of the future units will likely need to be within areas with water and sewer service and in relatively proximity to major transportation routes, jobs, and/or retail and commercial uses. The housing product types were aligned with the characteristics of the identify development capacity in the County based on existing zoning and other attributes.

The forecast of 14,700 new households over the next 20 years will generate demand for 5,131 acres of land. To provide flexibility for market forces and individual site constraints, a planning factor of 50% is applied for the acres needed for suburban single family, attached, and multifamily housing, which mean the County should strive to have approximately 7,400 acres in total accommodate housing demand. The majority of land in demand is for the Pueblo Ranch housing type, which has demand for 3,622 acres from 3,622 units. The Suburban Single Family housing type is estimated to need 1,176 acres to accommodate demand. The Attached housing type will need 147 acres to accommodate demand and multifamily unit demand will generate the need for 186 areas.

In total, there is capacity of about 23,320 acres for housing uses in currently zoned land or areas that are zoned A-1 but planned for residential development. The capacity by area in the County is described below.

Residential Land Demand vs Capacity[50]

Description	Units	Acres
Demand		
Pueblo Ranch	3,622	3,622
Suburban Single Family	5,878	1,176
Attached	1,470	147
Multifamily	3,726	186
Total	14,696	5,131
Supply		
City of Pueblo		
Large Lot/Ranch		165
Single Family and Attached		3,285
Mutifamily		160
A-1 Zoned Land (Holding)		3,980
Total		7,590
Unincorporated Urban Area		
Large Lot/Ranch		413
Single Family and Attached		452
Multifamily		24
PUD Zoned Land		121
A-1 Zoned Land (Holding)		3,440
Total		4,450
Pueblo West		
Large Lot/Ranch		6,540
Single Family and Attached		376
Mutifamily		200
Total		7,116
Colorado City Area		
Large Lot/Ranch		641
Single Family and Attached		3,243
Mutifamily		159
A-1 Zoned Land (Holding)		120
Total		4,163
Total Supply		23,319

- **City of Pueblo.** The City of Pueblo has 7,590 acres of vacant land that could be used for new housing. Forty-eight percent of the land is designated for residential uses based on current zoning designations including PUDs. The remaining acreage (3,981 acres) is annexed within the City and zoned A-1, which serves as a reserve category

for future development. Build out in some of these areas may require extension of existing infrastructure to serve new development.

- **Pueblo West.** Pueblo West has 7,116 acres of vacant land designated for residential uses. The vast majority (6,540 acres) is for homes on large lots (1 acre or greater).
- **Unincorporated urban areas.** There is an additional 4,163 acres of land in the unincorporated urban portion of the County (areas immediately outside of the city classified as the North Pueblo Area and East Corridor that is designated or suitable for urban housing).
- **Colorado City.** There is 641 acres of land in Colorado City that is zoned for large lot residential (641 acres) and an additional 3,243 acres zoned for single family and attached housing.

Commercial/Mixed-use Land Demand vs. Capacity[49]

The estimated demand for uses that are suitable in commercial and/or mixed-use areas includes the multifamily housing product type, retail uses, commercial/hospitality uses, and office/institutional uses. These types of uses can locate in single use or mixed-use areas. Generally, these locations will need to be in areas with water and sewer services, with proximity, visibility, and access to major transportation routes, and in areas with substantial amount of existing housing and/or jobs.

The forecast employment growth for Pueblo County is estimated to generate demand for 240 acres of land to accommodate forecast retail, commercial service, hospitality, office, and other institutional uses. In addition, multifamily uses are complimentary to these non-residential uses and could be accommodated in these areas as well. Factoring in the multifamily demand of 186 acres, the total demand for these uses is 425 acres.

In total, there is capacity of over 955 acres for these types of uses. The capacity location is described below.

- **City of Pueblo.** The City of Pueblo has 645 acres of vacant land that could be used for commercial and mixed-use purposes.
- **Pueblo West.** Pueblo West has 250 acres of vacant land designated for commercial and mixed-use.
- **Unincorporated urban areas.** There are 60 acres of land designated for business/commercial uses within the unincorporated areas suitable for urban development.

Commercial/Mixed-Use Land Demand vs Capacity[51]

Description	Acres
Demand	
Multifamily	186
Retail	121
Service/Hospitaltiy	61
Office/Institutional	58
Total	239
Supply	
City of Pueblo	
Business/Commercial Lands	640
Unincorporated Urban Area	
Business/Commercial Lands	60
Pueblo West	
Business/Commercial Lands	202
Colorado City Area	
Business/Commercial Lands	159
Total	1,061

Industrial/Employment Land Demand Vs. Capacity

The estimated demand for industrial and land intensive employment uses includes the industrial/flex and heavy industry/land based non-residential development types. These types of uses will most likely locate centrally within Pueblo County, in locations proximate to major transportation routes including highways and rail, in locations that will have minimal or no adjacency to housing, and with the presence of infrastructure that can support the demands of the use whether that be water, sewer, electrical, and rail/highway access.

The forecast employment growth for Pueblo County is estimated to generate demand for 881 acres of land to support industrial and flex-industrial uses. This estimated demand does not include land estimated to be in demand for large scale/land consumptive uses that don't require a building or large building. Examples of this type of uses are agricultural land used for produce or hemp and also for large-scale solar power instillations.

Pueblo County is estimated to have over 16,800 acres of land that could be used for industrial uses. The majority of this land is in the unincorporated portion of the County.

- **City of Pueblo.** The City of Pueblo has 1,324 acres of vacant land that could be used for industrial uses.
- **Pueblo West.** Pueblo West has 160 acres of vacant land designated for industrial uses. This amount of land could be developed within the plan horizon, which may prompt need for flexibility of use of other land Pueblo County for these uses that is near Highway 50.
- **Unincorporated Urban Areas.** There are 15,400 acres of land in the unincorporated portion of the County that could be suitable for industrial uses. Most of this land is zoned A-1 however there are 1,750 acres zoned for industrial uses. Most of the vacant land in the unincorporated portion of the county that could be used for industrial uses is on the southern edge of the City of Pueblo or along the east Highway 50 corridor from the airport to Pueblo Plex.
- **Colorado City.** Colorado City has 1,750 acres zoned for industrial uses.

Industrial/Employment Land Demand vs Capacity[52]

Description	Acres
Demand	
Industrial/Flex	128
Heavy Industrial/Land Based	753
Total	881
Supply	
City of Pueblo	
Industrial Lands	1,324
Unincorporated Urban Areas	
Industrial Zoned Land	1,750
A-1 Zoned land	13,650
	15,400
Pueblo West	
Industrial Lands	160
Colorado City Area	
Industrial Zoned Land	1,750
Total	18,634

KEY CONSIDERATIONS FOR THE REGIONAL COMPREHENSIVE PLAN

Information provided as part of Focus Area 2 establishes a baseline understanding of land supply, demand, and development feasibility in Pueblo County today. These factors will help inform policy discussions about where different types of uses—residential, non-residential/mixed-use, and industrial/employment uses—should be prioritized in the future. Key considerations include:

Aligning housing needs with demand

Pueblo County has ample land to accommodate estimated housing demand. Generally, land within the City of Pueblo or Pueblo West can more easily accommodate new housing due to the presence of existing services and infrastructure. The excess capacity gives the County and municipalities flexibility in where they would like to direct housing development. Considerations on the availability of infrastructure, services, and the cost to provide urban services should be a major consideration in developing the Future Land Use Map. As well, input from the community on the types of housing and neighborhoods they would like to see will also provide guidance on where future housing should go and the overall mix of housing that is provided.

Encouraging a mix of new development and adaptive reuse/redevelopment

Sufficient land is available in Pueblo County to accommodate demand for commercial, business, and mixed-use areas and provide flexibility for the market. The majority of that land is concentrated in the City of Pueblo and Pueblo West. The inclusion of multifamily housing as part of the overall mix of uses in areas designated as commercial/business areas will not significantly reduce overall capacity for these uses in the future. Area-specific needs for commercial land in different parts of the County will be explored as part of the process. While land is not a constraint, opportunities to encourage the adaptive reuse of underutilized commercial areas and buildings should be explored to help revitalize older areas of the community and promote the efficient use of available infrastructure and services. Multimodal connectivity should also be considered when planning mixed-use development.

Prioritizing established/emerging industrial and employment areas

A significant amount of the land planned for industrial and employment currently lacks the infrastructure needed to support new development—streets, water, sewer, and power. As a result, supporting the growth of existing/emerging industrial and employment parks and areas should be a priority. In particular, areas that have the types of assets employers value—access to major arterials/highways or rail—should be protected from encroachment by other uses and prioritized for infrastructure investments that can help attract and grow employment. The primary industrial areas that most desirable include the south Pueblo area along I-25, within Pueblo West along Highway 50, and along Highway 50 from the Pueblo Airport to (and including) PuebloPlex. Considerations of the types of employment lands that may not exist in the County that could attract uses should be made in the plan process.

Protecting the long-term viability of agricultural and ranching lands

Agricultural production and ranching are an integral part of Pueblo County's history, culture, and economy. Conversion of agricultural land to residential and the transfer of water rights from those lands are of particular concern in the St. Charles Mesa Area. In other unincorporated areas of the County, pressure for the continued expansion of emerging industries like marijuana and industrial-scale solar are becoming more prevalent. While these uses have had a positive impact on the County's economy and (in the case of solar) align with the region's energy goals, questions about the siting and extent of these uses have been raised. Independent of the Regional Comprehensive Plan process, the County has taken steps to examine potential concerns and recommend possible policy and regulatory changes. These recommendations will be used to help frame land use and policy choices as part of the Regional Comprehensive Plan process. Engaging agricultural producers, water providers, ranchers, and other stakeholders in the process will be essential. These recommendations will be used to help frame land use and policy choices as part of the Regional Comprehensive Plan process. Engaging agricultural producers, water providers, ranchers, and other stakeholders in the process will be essential.

FOCUS AREA #3

ECONOMIC BASE





This section provides an overview of the current economic landscape in Pueblo County and the various factors that influence the region's economy—primary employment sectors, educational attainment, employment trends, emerging industries, and economic incentives. It also frames ways that the Regional Comprehensive Plan can help advance ongoing economic development efforts—like the One Pueblo Economic Development Strategic Plan—by aligning future land use policies with established goals.

PRIMARY EMPLOYMENT SECTORS

Pueblo County is home to over 75,000 jobs, according to the Colorado Department of Local Affairs (DOLA). The largest industries in the County include Health Care, Retail Trade, Accommodations and Food Services, Education, and Manufacturing. The economic base in Pueblo County consists of three main elements including a mixture of primary employment industries, the County's role as a regional service hub, and as a destination for tourists and retirees.

Primary employment sectors including agriculture and agribusiness activities, manufacturing anchored by the Evraz Steel Plant and Vestas, and military training and services. These industries attract outside investment and provide goods and services throughout the US. As well, there are emerging primary employment opportunities that are creating greater diversity in the economy including renewable energy development and the hemp/marijuana growing and processing industry.

The Pueblo County economy has higher than average concentrations of agricultural activities. Pueblo County ranked 26 out of 63 counties in Colorado in terms of market value of agricultural products sold, according to the 2017 US Census of Agriculture. The County has nearly 900,000 acres of land in farms. Food growing in the region helped spur the creation of a robust network of food production, processing, and distributions businesses including major national food companies such as Mission Tortillas. Pueblo is also renowned for its chile peppers. The agriculture and agribusiness sectors are supported by strong organizations including FFA, 4H, and the Pueblo Chile Growers Association.

As a result of its agricultural heritage, Pueblo is also a regional commerce and service hub that draws visitors to the County from throughout southern Colorado for retail goods and services, health care, and education. The Parkview Hospital Medical Center is the largest employer in the County. Pueblo serves a major shopping and agricultural business destination for the region. Lastly, the education institutions in the

Pueblo County Largest Employers, 2019[53]

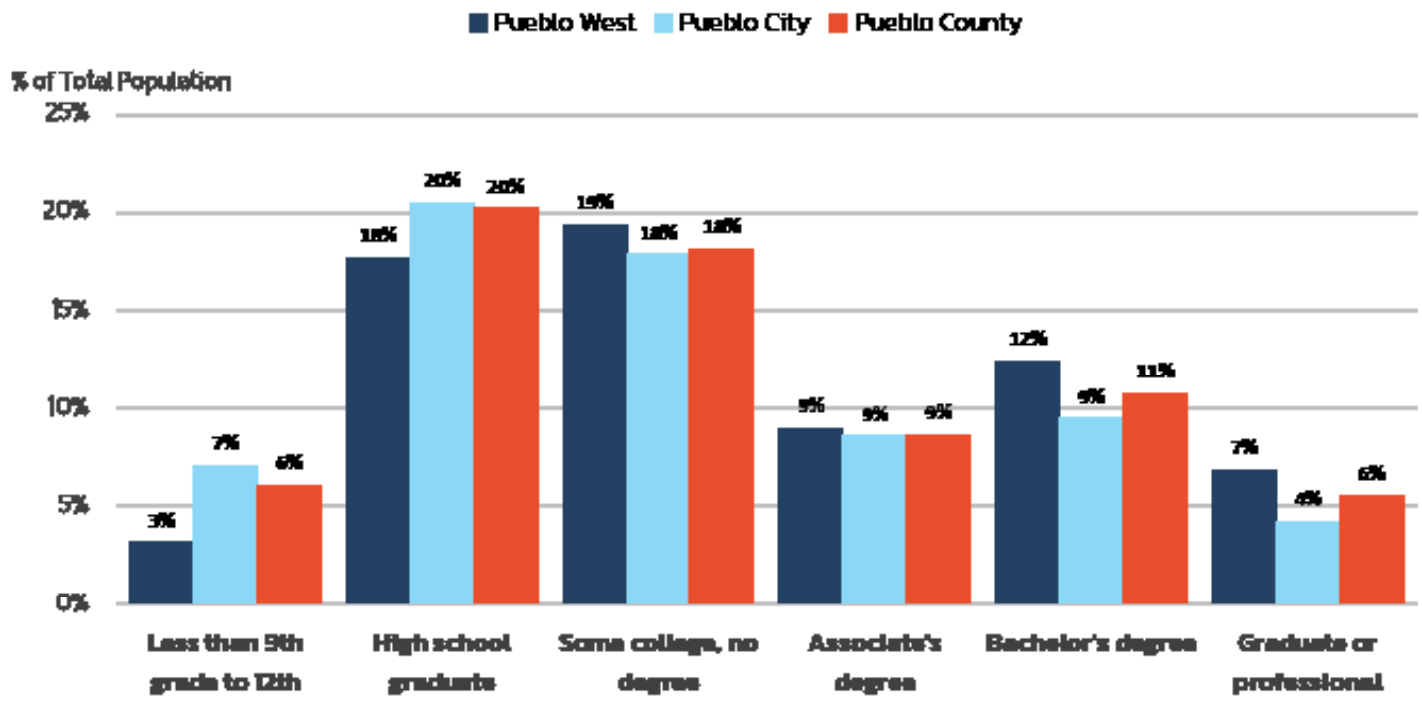
Description	Employees
Parkview Hospital Medical Center	3,100
Pueblo City Schools	1,759
School District #70	1,284
Wal Mart	1,135
Evraz Inc. (Rocky Mountain Steel)	1,124
Pueblo County	1,095
Vestas Tower America	967
St. Mary-Corwin	829
Convergys	700
Target Corp	700
City of Pueblo	683

County, including Colorado State University Pueblo, serve residents throughout the state and from out of Colorado.

Lastly, Pueblo is a tourism destination drawing visitors to the County for its outdoor recreational opportunities including Lake Pueblo State Park, entertainment opportunities including the Colorado State Fair, and attractions anchored by the Historic Arkansas Riverwalk Area. Pueblo's moderate climate, home prices, and quality of life has made it a destination for retirees.

The economy in Pueblo is also made up of primarily small businesses. According to the Pueblo Economic Development Corporation (PEDCO), most companies in the Pueblo County have under 10 employees and vast majority of companies have under 50 employees.

Educational Attainment, 2019[54]





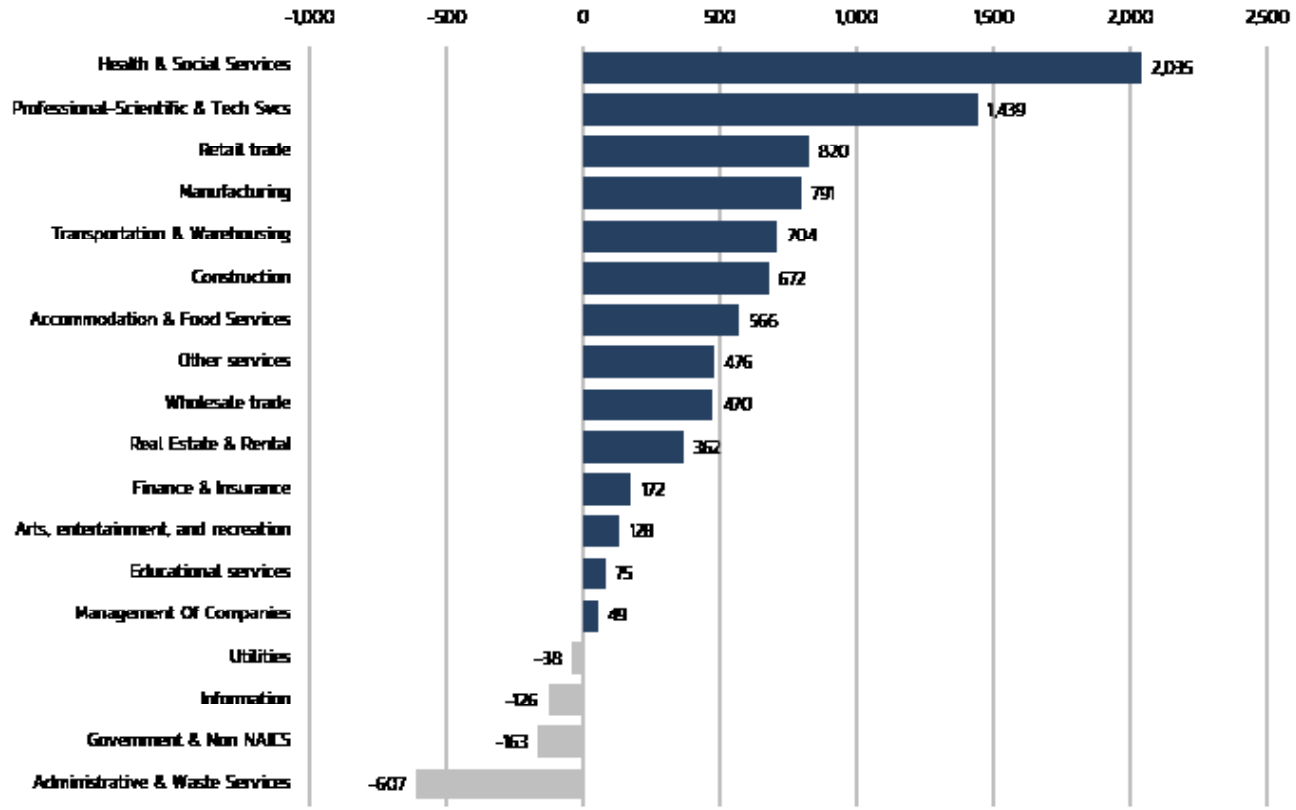
EDUCATIONAL ATTAINMENT

The economic base of the County consists of many jobs that do not require higher education. As a result, the average educational attainment of residents is lower than the state average. The percent of County residents with a bachelor's degree or higher is 17. Pueblo West has the highest incidence of residents with a bachelor's degree or higher, at 19 percent, compared with 13 percent for the City. By comparison, these rates are considerably lower than the rate for the state, which is 27 percent.

EMPLOYMENT TRENDS

Employment in Pueblo County has been growing at a steady rate for the past 20 years (1 percent per year) with an average 700 to 800 new jobs being created annually. The County's largest industries are also primarily the fastest growing industries. Health Care, Professional Services, Retail Trade, and Manufacturing have seen the greatest increases in employment since 2010. The increase in number of professional service jobs since 2010 represents significant growth in employment in an industry that had not previously been one of the County's largest industries.

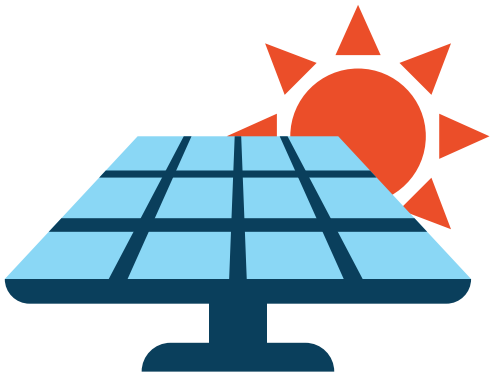
Change in Employment by Industry[55]
Pueblo County, 2010 - 2019



Emerging Industry: Industrial-Scale Solar

Pueblo County's abundance of land, climate, and utility facilities have attracted the attention of solar developers in recent years. The first utility scale solar project in unincorporated Pueblo County was constructed in 2014. Based on information provided by applicants, projects generate between 250 and 600 jobs during construction, which ranges from nine to 18 months.

Solar Farms in Pueblo County, 2020



8 EXISTING/PERMITTED SOLAR FARMS

17,000 TOTAL ACRES

3 PROPOSED/PENDING SOLAR FARMS

7,870 TOTAL ACRES

Emerging: Industry Hemp

Pueblo County has positioned itself as a prime location for hemp production, processing, and related-industries. PEDCO, Pueblo County Community College, the Institute for Cannabis Research (located at Colorado State University – Pueblo) have worked to attract hemp-related businesses and grow a workforce to support these businesses with customized education and training.

Hemp-related uses in unincorporated Pueblo County, 2020



OF OUDOOR GROW OPERATIONS

23 OF HEMP-RELATED PROCESSING/ MANUFACTURING FACILITIES

HEMP-RELATED JOBS

INCENTIVE AND ECONOMIC DEVELOPMENT PROGRAMS

Pueblo County and the City of Pueblo provide a number of incentive and economic development programs to support the economic health of the community. The City of Pueblo provides utility and stormwater fee rebates, property tax rebates, and the use of tax increment financing through urban renewal to support new development projects that further economic development goals. The City also created a dedicated sales and use tax capital improvement fund to support the attraction, expansion, and retention of businesses in the community. In addition to the City's programs, there are a number of state and federal incentive programs that businesses located in the County can access. A few highlighted programs are described below. A comprehensive list of programs is provided in the One Pueblo Economic Development Strategic Plan.

Established Development Area

The City of Pueblo adopted an Established Development Area in 2018. The Established Development Areas for alternative landscape standards for projects in the area to make it easier for infill projects to be approved.

Enterprise Zones

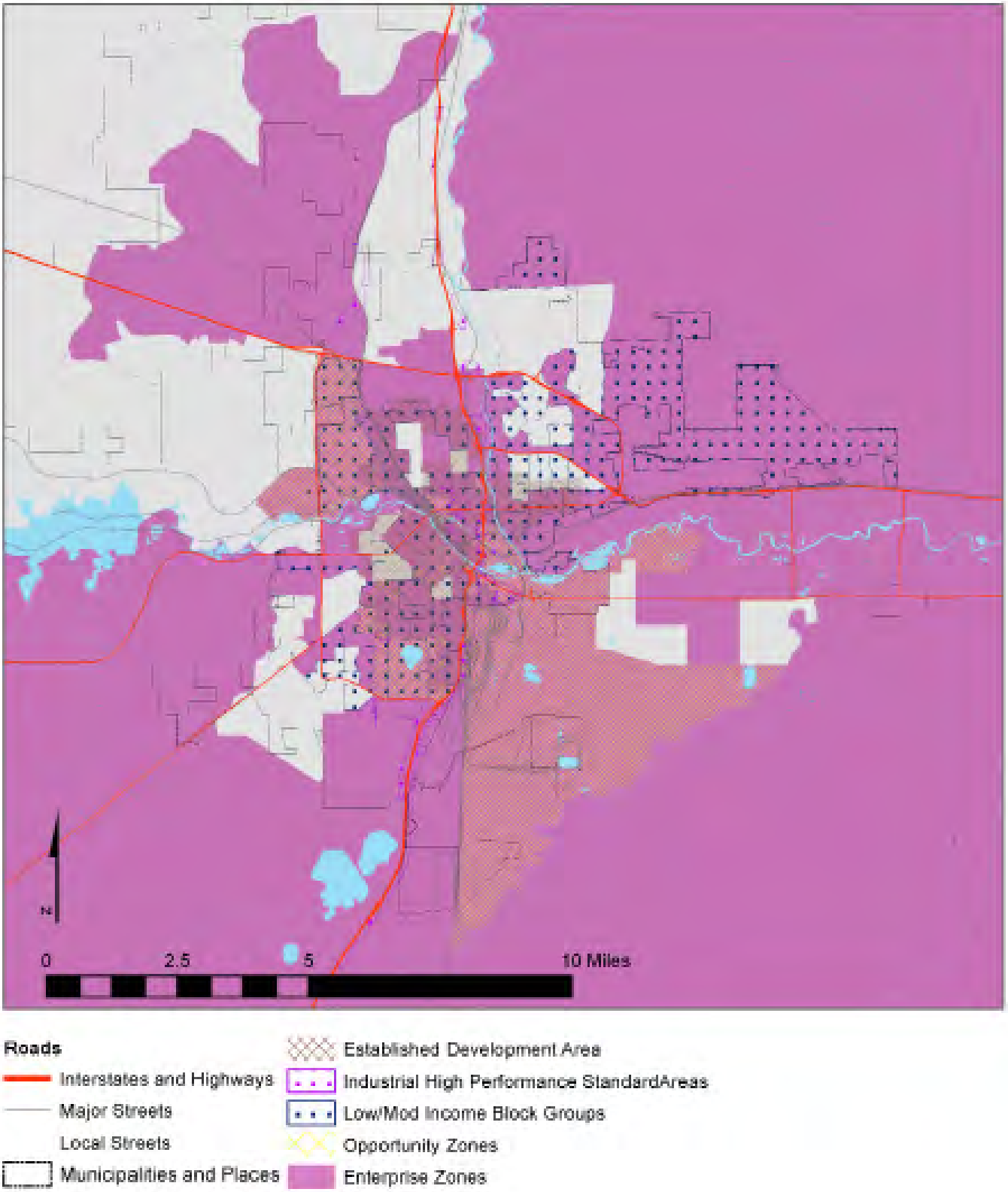
Colorado's Enterprise Zone (EZ) program provides tax incentives to encourage businesses to locate and expand in designated economically distressed areas of the state. The state currently has 18 enterprise zones. Pueblo's enterprise zone encompasses approximately 84% of the County. The program encourages job creation and capital investment by providing tax credits to businesses and projects which promote and encourage economic development activities.

Opportunity Zones

The Opportunity Zone program is a federal business and real estate tax incentive program established by the 2017 Tax Cuts and Jobs Act. It is intended to attract investment to communities that have traditionally lacked investment to stimulate economic development and job creation. The Opportunity Zone program established tax incentives to encourage private investment in OZs. An investor can place taxable capital gains into a qualified opportunity fund (QOF) and receive reduction or exemption from capital gains tax for investments from the QOF into an opportunity zone.

Opportunity Zones (OZs) are specific geographic areas located in 8,762 census tracts across the country. To be eligible for nomination, a census tract had to have a poverty rate of at least 20 percent or have a median income at below 80 of the state or metropolitan area's level. Pueblo County has nine opportunity zones that encompass most of the major employment areas in the County including Downtown, the EVRAZ Industrial District, the Lake Minnequa area, the St. Charles Industrial Park, and the State Fair/Events Center area.

Area Economic Incentive Zones[56]
City of Pueblo



ECONOMIC DEVELOPMENT PARTNERS AND EFFORTS

Economic development in Pueblo is supported by a large group of organizations, institutions, and public agencies.

Greater Pueblo Chamber of Commerce

The Greater Pueblo Chamber of Commerce is a non-profit organization with over 1,300 members. The Chamber serves as an advocate for the business community in Pueblo County and beyond. The chamber provides business development support services, networking events, and business marketing and advertising for members.

Latino Chamber of Commerce of Pueblo

The Latino Chamber of Commerce of Pueblo was formed in 1979 to provide a voice for Hispanic owned businesses in the community. The chamber helps individuals and companies grow through business support services and promotion. Additionally, the chamber provides support for small business development in the County.

Greenhorn Chamber of Commerce

The Greenhorn Chamber of Commerce is a membership of business and stakeholders within the communities of Colorado City, San Isabel, and Rye, which are located in the Greenhorn Valley. The chamber provides support service and promotion for its members.

Pueblo West Chamber of Commerce

The Pueblo West Chamber of Commerce was founded in 2001 and has over 200 members. It provides promotion, networking events, and support services for its members.

PEDCO

The Pueblo Economic Development Corporation is a non-profit economic development agency that provides primary employment attraction and retention services in the County. PEDCO has identified a set of target industry clusters that represent the major primary employment growth opportunities in the County. These industries clusters are:

- Aerospace and Defense
- Manufacturing
- Food and Beverage Production
- Hemp Growing and Processing
- Outdoor Recreation
- Rail Transportation Services

PEDCO offers a suite of programs and tools to help attract and retain businesses. Its most impactful tool is a dedicated City of Pueblo sales and use tax capital improvement fund that is used to support economic development related improvements. PEDCO also provides primary job training programs and administers tax incentives including a personal property tax abatement, enterprise zones, and agricultural employee tax credits. PEDCO recruits companies and structures deals to bring them to Pueblo. The commitment of funds such as the City's 1/2 cent sales tax funds are approved on a project-by-project basis by City Council. Likewise the County's incentives are authorized and approved by the County Commissioners.



RELATED PLANS, STUDIES, AND OTHER EFFORTS

One Pueblo Economic Development Strategic Plan

The COVID-19 Pandemic led business leaders in the County to come together to create a plan to address impacts of pandemic. The effort grew into an opportunity to also generate a collective vision and strategy for the economic recovery and long-term prosperity of the County. The Pueblo Business Economic Recovery Team "BERT" was formed and is comprised of 21 organizations. The BERT Team developed the One Pueblo Economic Development Strategy to guide the collective efforts of the business community. The group crated a vision for the community, which is ...

"Pueblo County is a dynamic and forward-thinking community of choice within Colorado that offers unparalleled opportunity for economic prosperity to each of its residents."

The strategy aligns regional efforts under five goals and collective teams. The five goals area:

- Vision Alignment/Regional Alignment
- Talent Pipeline Optimization
- Foundational Community Elements
- Target Industry Development
- Community Positioning

As of early 2021, teams have been assigned to each goal area and implementation is getting underway.

Pueblo Means Business

Pueblo Means Business aims to streamline and simplify the process of development review for businesses wishing to operate in the County. The project was initiated by Pueblo County in late 2020, in collaboration with the City of Pueblo, the Pueblo West Metro District, and Regional Building. The process is scheduled for completion in mid- to late-2021.

PuebloPlex Redevelopment Plan

Published in 2016, the PuebloPlex Redevelopment Plan defines the overall vision for the redevelopment of 16,000 acres of the Army Chemical Depot site 20 miles east of the City. In 2022, as weapons decommissioning concludes, ownership of this site is anticipated to transition to PuebloPlex - the local redvelopment authority, over a number of years.

Pueblo Shares

Pueblo Shares is a crowdsource site that allows people to upload photos, videos, and other content that positively promotes the assets and advantages of living in, investing in, or visiting the Pueblo region.

Choose Pueblo

Choose Pueblo is a joint marketing initiative of the City, County, Colorado City and Pueblo West that promotes the region's assets and advantages to tourists and those considering relocating to the area.

KEY CONSIDERATIONS FOR THE REGIONAL COMPREHENSIVE PLAN

Pueblo County possesses a strong economic base, an ample supply of land, and strong regional partnerships to build upon for the future. Existing infrastructure assets—including ready access to the rail network and water and sewer availability—can help support economic growth in the region. However, there are challenges that must be addressed, including the education and skill level of the workforce, rising electric power costs, and inadequate broadband connectivity, among others. Key considerations include:

Leveraging major transportation assets

Pueblo has major transportation assets (rail, highway, and airport) that can support a variety of industries and logistics efforts. The City has major rail yards for the BNSF and Union Pacific railways. The region's business parks and PuebloPlex redevelopment—the first 5,000 acres of which is slated to be transferred from the Army to PuebloPlex in 2022—also have multiple rail spurs creating opportunity for rail-served industrial sites. As well, the Transportation Technology Center Inc., located north of PuebloPlex is a railroad testing and training facility. The City is also located at the confluence of I-25 and Highway 50 connecting portions of southern Colorado directly to Pueblo. These assets are attractive to business, but Pueblo is still competing with other larger metro areas for jobs and workforce.

Maintaining a focus on education and workforce development

The relative lack of educational attainment and skills of the workforce may present challenges to attracting growth industries. Given these gaps, whether the workforce can grow to provide the right education/skills to support opportunities is a major concern. The workforce in Pueblo is also aging and older on average. Attraction and training of a younger workforce is needed to take advantage of economic opportunities that may be present now or in the future. (See also, education discussion in Focus Area 1.)

Assessing both the benefits and longer-term impacts of emerging industries

Emerging economic activities in Pueblo County, such as hemp production and solar energy production, are helping to diversify the economy and (in the case of solar) advance renewable energy goals, but the depth of the market opportunities for these industries are still unknown. As well, these industries can create land use impacts on the County that may not be desired. Solar energy production is land intensive and may impact the availability of easy to develop and/or desirable industrial uses that produce more employment in the County. Hemp and marijuana production is a burgeoning industry with a quickly changing regulatory environment. Analysis and monitoring are needed to understand if these emerging industries generate new economic opportunities for residents and what impacts on the County's services and infrastructure these industries create. Independent of the Regional Comprehensive Plan process, the County has taken steps to examine potential concerns and recommend possible policy and regulatory changes. These recommendations will be used to help frame land use and policy choices as part of the Regional Comprehensive Plan process.

Planning for economic resilience

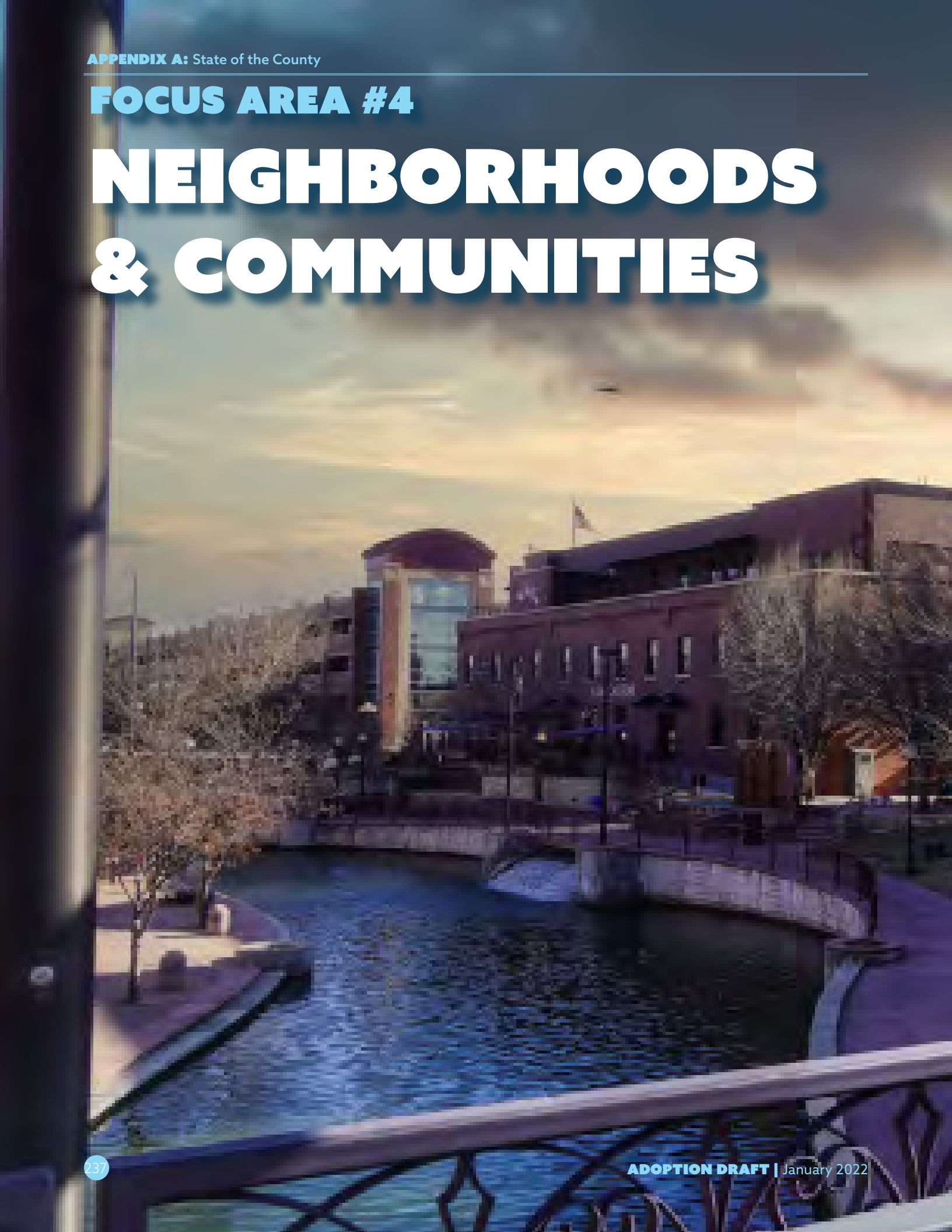
Lastly, the economic resilience of the community should be a major focus. The economic base includes industries that have jobs with less skill requirements. Increasingly these less skilled jobs are being replaced by investments in automation and new technologies. The traditional economic sectors in the region are being impacted greatly by technology advances and market forces. Ensuring employment opportunities for residents in the future will require the County's economy and workforce to continue to evolve.

Tailoring educational opportunities to match economic opportunities in the region

Stakeholder interviews emphasized the advantage of having both a two- and a four-year college in the town, but expressed concern that the education system at the secondary and post-secondary may not be sufficiently preparing Pueblo's workforce with the skills that match existing and anticipated jobs in the area. One concern is the limited level of educational attainment, where most residents do not possess higher degrees, making it difficult to fill higher-level positions across industries with employees from the local workforce. Another stated concern is a mismatch of skills, whereby expanding industries such as renewable energy have difficulty recruiting from the local workforce for skilled positions, expressing a desire for the expansion of programs that prepare students to enter into skilled trades. Additional concerns covered a general lack of preparedness of the workforce, citing problems with reliability, inability to pass drug tests, and lack of long-term commitment (beyond six months). Though efforts are already being made to link the needs of industry with the skills of the workforce, a strategic assessment of priorities and target institutions and industries could contribute to stronger alignment between education and industry in the County. Broadband access is also an issue in some parts of the County, raising concerns about digital equity for students. This challenge has been particularly acute over the past year with the reliance on remote learning.

FOCUS AREA #4

NEIGHBORHOODS & COMMUNITIES





Pueblo County is made up of many unique communities and neighborhoods, each offering a different lifestyle option and sense of community. The right mix of housing, at the right cost, is essential to serve housing needs and support the region's economy. Maintaining the quality and condition of that housing is also essential to ensure all residents have access to safe and healthy living conditions, regardless of their income level. This section provides an overview of household characteristics and existing housing stock in Pueblo County as they exist today and highlights future needs and implications.

Household Composition, 2019[57]

Description	Pueblo County	% of Total	City of Pueblo	% of Total	State of Colorado	% of Total
Family Households	42,573	64%	26,863	60%	1,421,844	64%
Non-Family Households	23,538	36%	18,082	40%	813,259	36%
Total Households	66,111		44,945		2,235,103	

HOUSEHOLD COMPOSITION

Family and Non-family Households

Pueblo is a family-oriented and family-friendly community. This attribute is reflected in its mix of housing options and types. Nearly two-thirds of the households in Pueblo County (64 percent) are family households (defined as two or more related people residing together), a figure equal to the state-wide average. The City of Pueblo has a slightly lower percentage of residents in family households, at 60 percent.

Household by Age Cohort

On average, Pueblo County residents are older than other Colorado residents. The most prevalent household type group in the County is householders age 45 to 64 years old, referred to as Mid-life singles and families. This group accounts for 36 percent of households. The second largest is the senior and empty nester category that accounts for 31 percent of households. The population age 60 and above increased by the fastest rate in the past decade while the population in younger age cohorts (specifically under 25 years old) declined. The needs and housing preferences of residents in these older age cohorts have been a major factor for the housing development patterns in the County.

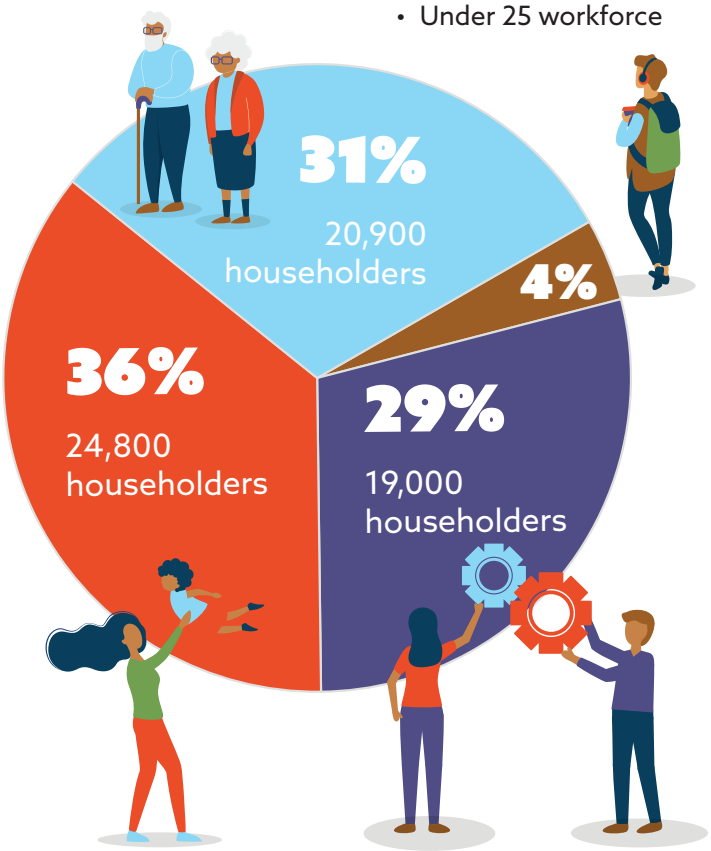
SENIORS AND EMPTY NESTERS

- 65+ years old, family and non-family households

STUDENT AND YOUNG WORKFORCE

(2,700 householders)

- University off-campus housing
- Under 25 workforce



MID-LIFE SINGLES AND FAMILIES

- 45 to 64 years old, family and non-family households

EMERGING SINGLES AND FAMILIES

- 25 to 44 years old, family and non-family households

Households by Units in Structure, 2019[58]

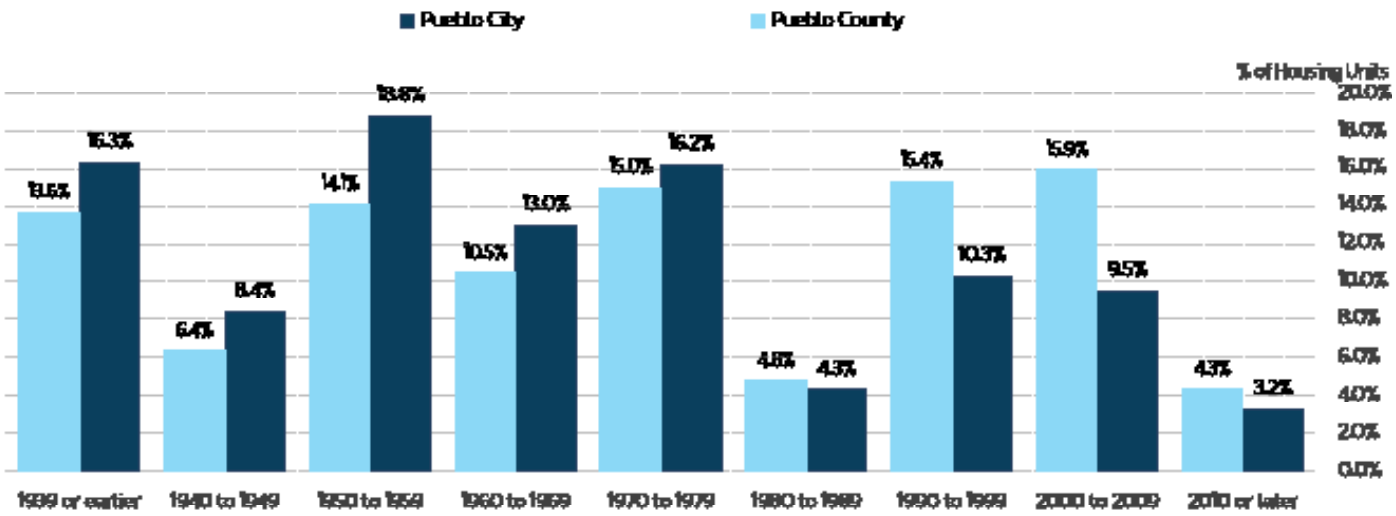
Description	Pueblo County	% of Total	City of Pueblo	% of Total
Single Family Detached	50,872	77%	32,448	72%
Single Family Attached	2,021	3%	1,858	4%
Duplex	1,339	2%	1,077	2%
Tri and Quad Plex	1,212	2%	1,180	3%
5 to 9 units	2,029	3%	1,936	4%
10 to 19 units	1,975	3%	1,929	4%
20 to 49 units	472	1%	472	1%
50 or more units	2,038	3%	2,000	4%
Mobile home	4,153	6%	2,045	5%
Boat, RV, van, etc.	0	0%	0	0%
Total	66,111	100%	44,945	100%

HOUSING STOCK CHARACTERISTICS

Housing Variety

Historically, the family orientation of Pueblo households has generated a housing stock where single family-detached units are the predominant housing type throughout the County, accounting for 77 percent of all housing units. Detached, single-family houses are also the most common type of housing in both the City of Pueblo and Pueblo West, accounting for 72 percent of units in the City and 84 percent of units in Pueblo West. Development trends over the past 20 years have been even more oriented to single-family detached housing, a pattern that has occurred despite the increase of renter households in the County, where the greatest increase of renter households since 2000 has been in single family renter households. While renter households are more typically associated with attached and multifamily housing, this growth pattern indicates that many new renters are occupying existing single-family homes. Metropolitan Districts. The result is a greater proportion of homes built after 1980 are outside of the City of Pueblo and the County's overall housing stock is newer on average compared to the City.

Housing Units by Decade Built, 2019[59]



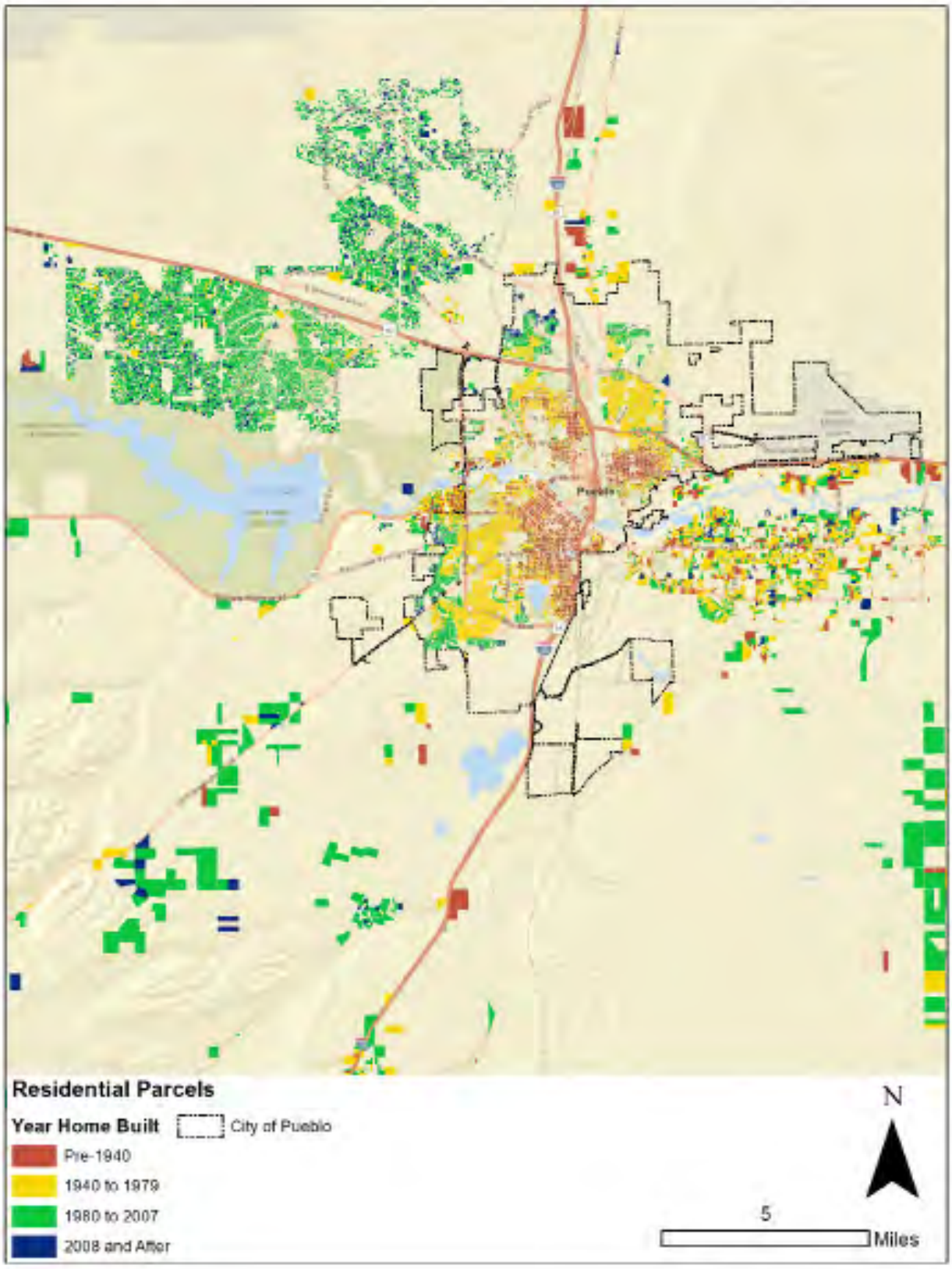
Age of Housing Stock

For much of the twentieth-century, the City of Pueblo captured the majority of the population growth in the County. This trend is reflected in the age of the housing stock. Over 70 percent of the housing units in the City of Pueblo were built before 1980. However, population booms in Pueblo County in the 1990s and 2000s led to a greater number of homes being built outside the City, primarily in Pueblo West and Colorado City, both of which were established as Metro Districts in the 1960s. The result is a greater proportion of homes built after 1980 outside of the City of Pueblo and an overall age for the County's overall housing stock that is newer on average when compared to the City.

Housing Stock Conditions

Nearly half (43.5 percent) of the housing stock in the City of Pueblo was built before 1960, versus 34.1 percent in the County as a whole. Housing conditions in some older parts of the City are poor due to aging infrastructure and associated disinvestment.

Homes/Parcels by Year Built[60]
Pueblo County











NEIGHBORHOOD TYPES IN PUEBLO COUNTY

Housing construction patterns in Pueblo County have created a distinct set of neighborhood types. Neighborhood types are grouped primarily based on the decade(s) they were built and their similar attributes—age of housing stock, block lengths, lot size, house orientation, and street networks.

- **Pre-War Neighborhoods.** These neighborhoods feature smaller homes on smaller than average lots primarily in the core of the City of Pueblo. These areas have a mix of front and alley-loaded homes, a gridded street pattern with shorter blocks, and greater overall housing density that is higher than other neighborhoods.
- **1950s to 1970s Housing Boom Neighborhoods.** The City experienced a substantial growth period after World War II that resulted in the creation of neighborhoods that are more suburban in nature. These neighborhoods have slightly larger lot sizes that are primarily front-loaded, a street network that is more oriented to major arterials with fewer access points, and more curvilinear street networks.
- **1990's and 2000's Exurbs.** The housing development pattern shifted greatly in the 1990s with most new housing development occurring in Pueblo West, Colorado City, and north of Highway 50 in the City of Pueblo. These neighborhoods range from larger lot suburban single-family homes to one- to two-acre "ranchettes." The street pattern in these neighborhoods is more winding, accessed off major highways and arterials, and has limited access points to surrounding uses. The Pueblo Ranch housing type is indicative of the homes in these neighborhoods.
- **Agricultural and Mountain Communities.** The agricultural communities feature a mixture of homes on large lots to large ranches spread through the agricultural areas and St. Charles Mesa along the Arkansas River including Vineland, Avondale, North Avondale, and the Town of Boone. The foothill communities on the western edges of the County at the foot of the Sangre de Cristo mountain range feature collections of homes clustered in small communities such as Rye and Beulah. These agricultural and foothill communities have experienced minimal new housing development, have older than average homes, and are oriented to workers within agricultural businesses or retirees.

HOUSING ACCESS AND AFFORDABILITY

Pueblo County faces growing issues related to housing availability, access, and affordability. These challenges are tied to some of the housing stock issues related to the age, conditions, and characteristics, but also to economic conditions and forces outside of the community.

The community's aging housing stock and affordability challenges are a matter of concern to maintaining and improving quality of life in Pueblo County. The interconnected nature of Pueblo County's economy makes housing a regional challenge in need of regional solutions.

Housing Access

In Pueblo County, currently there is a very limited amount of available housing – regardless of the cost. The U.S. Census Bureau's 2019 American Community Survey found that the City of Pueblo and the County had a rental vacancy rate of 3.1 percent, which is well below the state (4.8%) and national (6.0%) vacancy rates. Homeowner vacancy rates in the City and Pueblo County are 1.9 percent and 1.6 percent, respectively. This is similar to the state (1.1%) and national (1.6%) vacancy rate for owned homes.

The tight rental housing market makes it difficult for people moving to Pueblo to find a place to rent. In a market with limited options, current residents may find themselves in a home that is too large or small for their family, in a neighborhood that forces a long commute, and at a cost that keeps them from being able to support local businesses, invest in their future, or save for an emergency. A tight housing market limits the ability of residents to transition to housing that better fits their needs and income over time, because there are so few options available.

Housing Affordability

Pueblo County has traditionally been known as an affordable place to live but raising housing prices are decreasing accessibility to some residents. According to the U.S. Census Bureau's 2019 American Community Survey, 28.5 percent of households with a mortgage in Pueblo County are spending 30 percent or more of their income on housing costs (known as housing cost-burdened). This is a rate higher than the rate of cost-burdened homeowners nationwide (27.8%) and statewide (27.3%). In the City of Pueblo, 27.5 percent of homeowners are paying 30 percent or more of their incomes to cover housing costs.

Among renters, 58 percent are spending 30 percent or more of their income on housing in Pueblo – higher than the 55.3 percent of renters that are cost-burdened in Pueblo County overall. This is significantly higher than the nationwide (49.6%) and statewide (51.0%) rates of renters spending more than 30 percent of income on housing.

COST BURDENED RENTERS

55% Pueblo County

58% City of Pueblo

39% Pueblo West

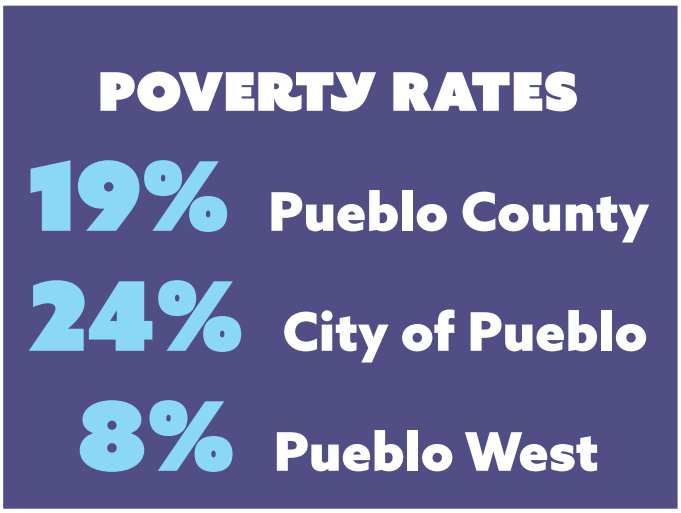
The age of housing stock in Pueblo County, which can be tied to higher maintenance costs and utility costs, can add to affordability issues for homeowners. Low-income homeowners may find themselves unable to afford maintaining their property, especially when major issues arise.

Residents and community service providers in Pueblo County have also indicated that many rental units are poorly maintained or even have unsafe living conditions. The 2019 American Community Survey

found that 0.5 percent of homes in Pueblo County lack complete plumbing facilities, 1.1 percent lack complete kitchen facilities, and 1.5 percent lack telephone service—possibly indicating an inability to access internet. Anecdotes from residents and community leaders suggests that the limited supply of affordable housing, low-income tenants find themselves unable to demand repairs or improvements due to the risk of eviction in a community with few other places to live.

Poverty

The challenges of housing access and affordability are exacerbated by poverty in Pueblo County. Although many areas of the region are more affluent, large numbers of residents in the region are living below the poverty line—a rate that varies based on the number of individuals in a home. In the City of Pueblo 23.5 percent of residents fall below this threshold, along with 18.9 percent of Pueblo County residents. These are both well above the state (10.3%) and national (13.4%) rates of people living in poverty.



The median household income in 2019 in Pueblo and Pueblo County is estimated at $40,450 and $46,783, respectively. Again, this is well below the statewide ($72,331) and nationwide ($62,834) median household income and indicates a challenge to housing affordability and security in the Pueblo region.

Supportive Housing

Poverty, limited housing availability, and increasing housing costs directly contribute to Pueblo's homelessness challenge. In a housing market with limited options, losing a job, a decrease in wages, or an unexpected bill can result in losing housing altogether. There is often little to no housing available at some income levels in Pueblo County. This issue prevents unhoused populations from returning to stable housing and places many more families and individuals on the edge of homelessness.

Although it is difficult to find an accurate current count of Pueblo County's unhoused population due to the COVID-19 pandemic, a place-in-time survey conducted in February 2019 found that Pueblo had an estimated 336 unhoused individuals – 121 in shelters, 39 in transitional housing, and 176 unsheltered. It is estimated that Pueblo's unhoused population may be higher, due to the difficult nature of counting transient populations that may also sleep in cars, on couches, or other impermanent locations. In recent years, Pueblo School District 60 found that over 1,500 students had experienced homelessness for some part of the school year.

Posada of Pueblo, a housing and supportive service provider in the community has indicated that demand for housing and services has increased dramatically over recent years, reflecting a trend towards more unhoused individuals. Similarly, the Pueblo Police Department regularly gets calls related to homeless population and have noted that the volume of calls and the resources dedicated to the issue have increased in recent years.

Nationwide, homelessness has been increasing since 2016, although the long-term trend since 2007 has been toward fewer unhoused people. The challenges presented by the current COVID-19 crisis to employment, mental health, and substance abuse is expected to further increase the need for housing and community services throughout the country. However, the unique and challenging circumstances of Pueblo County's housing market suggest that changes to the status quo for housing access and affordability are central to addressing issues of homelessness and poverty in the community.

RELATED PLANS AND STUDIES

Strategic Housing Assessment and Action Plan (forthcoming - 2021)

The City of Pueblo, in collaboration with Pueblo County and Pueblo West has retained a consultant to prepare a strategic housing assessment with an emphasis on affordable housing. This study will provide a more in-depth look at the housing inventory in the City of Pueblo and surrounding communities, housing cost and affordability, deficiencies in housing supply relative to need by price range or affordability level, and the amount of new housing that could be needed to replace obsolete or unsuitable housing during the next ten years. An economic analysis of housing development alternatives and housing barriers will also be conducted. Based on this assessment, an action plan will be developed to monitor the effects of implementing affordable housing strategies over time. Recommendations that emerge from this work will be used to inform the development of housing-related goals, policies, and implementation strategies as part of the Regional Comprehensive Plan.



NEIGHBORHOOD REHABILITATION EFFORTS

Some of the efforts underway to rehabilitate aging homes and invest in existing neighborhoods in Pueblo County are described below.

- **NeighborWorks of Pueblo.** NeighborWorks of Pueblo is a private nonprofit organization with the goal of assisting families with homeownership. In addition to free credit counseling, education, loan modification, budget planning, and foreclosure prevention training, NeighborWorks of Pueblo is helps low-income homeowners restore homes, apply for home rehabilitation loans, and complete energy and water efficiency upgrades. NeighborWorks of Pueblo has also assisted communities with landscaping, neighborhood beautification initiatives, and neighborhood clean-up projects.
- **Colorado Smelter Revitalization Project.** The Environmental Protection Agency (EPA) designated the Colorado Smelter Superfund site in December 2014 due to concerns about high levels of arsenic and lead identified in smelter slag and neighborhood soils. The study area for the superfund site encompasses many neighborhoods in Pueblo, including Grove, Bessemer, and Eilers. Along with testing and cleanup in the area, these neighborhoods expect to benefit from neighborhood revitalization efforts including streetscape improvements, better access to recreational opportunities, establishing a neighborhood plaza, connecting to amenities and Downtown, designating a history trail, and installing cultural wayfinding street signage. Finally, the planning effort will work to provide residents with homebuying assistance and develop strategies for developing affordable and workforce housing.
- **Pueblo Urban Renewal Authority (PURA).** The PURA has been active in development and revitalization projects in Pueblo since 1959 and works to identify area lacking investment and stimulate economic activity in that area through redevelopment projects. In the past, PURA has invested in streetscape improvements, public art, and other infrastructure improvements, and could focus those efforts on residential neighborhood improvements in the future.
- **Low-Income Housing Tax Credit (LIHTC).** The LIHTC is an important tool available to the Pueblo region for the creation of affordable housing, as well as rehabilitation of rental housing targeted to lower-income households. The federal tax credit gives tax credits to local governments and LIHTC-allocating agencies to support the acquisition, restoration, or new construction of affordable rental housing.
- **Energy Efficiency and Weatherization Programs and Incentives.** In addition to energy efficiency programs for all residents and businesses in Pueblo County, both Black Hills Energy and Xcel Energy offer programs and incentives for weatherization and energy efficiency that are targeted towards low-income homeowners.

KEY CONSIDERATIONS FOR THE REGIONAL COMPREHENSIVE PLAN

Demographic and economic changes have started to shift the composition of households in the County. The percent of family households has decreased in the past 10 and 20 years, at the same time as the percent of residents that own their home has decreased. Over the past two decades, the increase of renter households has approximately matched the increase of owner households. These shifts, however, have not been represented in the residential development patterns in the County. Furthermore, as the population ages the housing needs will diversify even more. The following were identified as key considerations for the Regional Comprehensive Plan process:

Adapting the housing supply to meet the needs of older residents.

The fastest growing group of residents over the plan horizon will be adults 65 and over, anticipated to grow by 40 percent. This group is anticipated to account for 5,878 of the projected 14,700 new households and will be the largest group in 2040. Smaller housing products with less maintenance requirements may become more in demand as such residents look to downsize or age in place. As well, health care needs may require or enhance the appeal of retirement communities and assisted living/continuum of care housing developments.

Expanding housing options to help attract and retain a younger workforce.

Demand for single family homes on large lots is anticipated to remain strong. However, some residents of large-lot areas separated from services and amenities, such as Pueblo West, have begun to express the desire for integration of more commercial uses and neighborhood amenities than currently exist in these large lot subdivisions. National housing trends have been shifting towards more mixed-use and walkable neighborhoods. Employment growth will attract new, younger residents that may desire different neighborhoods or may not be able to afford the types of homes built in these large lot areas. Lastly, as capacity for new homes reduces in existing developments, especially Pueblo West, the need for new subdivisions and neighborhoods may require more dense developed projects to off-set the costs of land and infrastructure to create housing.

Improving housing conditions in older neighborhoods.

Improving conditions in older neighborhoods has been an ongoing focus of City of Pueblo, Pueblo County, and other regional partners to help ensure all residents have access to safe and stable housing, promote reinvestment in under served areas, and address housing affordability and supply challenges. Coordination of Regional Comprehensive Plan policies and land use recommendations with these ongoing efforts will be important.

Advancing efforts to provide a Continuum of Care in housing

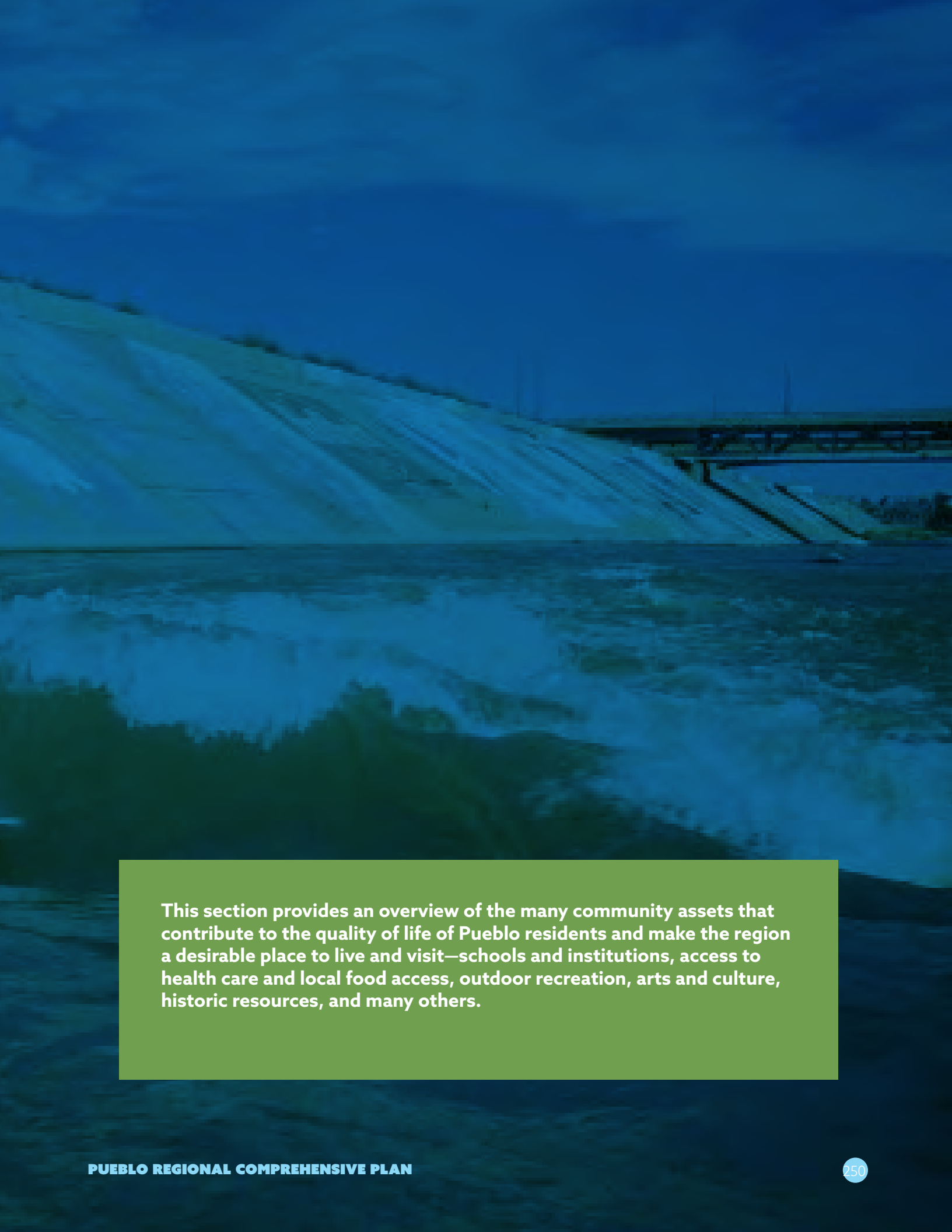
Homelessness and housing are regional challenges that merit a regional approach. Achieving long-term and sustainable housing solutions for low-income and unhoused people in Pueblo also requires a comprehensive approach that includes housing options, affordable housing, and supportive housing. A Continuum of Care approach is designed to provide a community-specific strategy for planning, strategic resource use, coordination between programs and providers, and data collection for measuring performance. Pueblo—led by the Pueblo Rescue Mission and Pueblo Triple Aim Corporation— recently signed on to participate in the national Built for Zero program. The program focuses on Continuum of Care and has numerous efforts ongoing to work towards finding homes for all Puebloans.

Encouraging fiscally sustainable housing development

Lastly, the ability of the City, County, and the metropolitan districts to serve new housing developments with water, sewer, roads, parks, and other municipal services may create financial constraints, which may limit where new development is feasible or supportable. The fiscal health of these communities is greatly impacted by the growth pattern and may have to shift to be able to ensure basic infrastructure needs can be met and existing/desired levels of service can be met.

FOCUS AREA #5
COMMUNITY ASSETS





This section provides an overview of the many community assets that contribute to the quality of life of Pueblo residents and make the region a desirable place to live and visit—schools and institutions, access to health care and local food access, outdoor recreation, arts and culture, historic resources, and many others.

EDUCATION

School Districts

School District 60 serves the City of Pueblo and approximately 16,000 students in 30 schools. It has a student body that is roughly 75 percent non-white and, in 2019, the district had an 83 percent graduation rate. This is slightly higher than the statewide average of 81 percent.

School District 70 serves Pueblo County, outside Pueblo City limits. The district educates over 8,000 students across 35 schools and, in 2020, had a 93 percent graduation rate. This is more than 10 percentage points above the statewide average.

CSU Pueblo

Part of the Colorado State University System, CSU-Pueblo is a 275-acre campus, with approximately 4,000 students. Located in the northeastern corner of Pueblo, the university offers undergraduate, graduate, and pre-professional degree programs. Nearly 50 percent of the student population is non-white, and 83 percent come from within the State of Colorado. The campus is a federally designated Hispanic-Serving institution.

Pueblo Community College

The Pueblo Community College (PCC) has its primary campus in Pueblo, with four additional satellite campuses in Durango, Canon City, Mancos, and Bayfield. PCC serves over 5,000 students at its Pueblo campus and offers certificate programs, associate degrees, and bachelor's degrees.

Hospitals and Medical Facilities

Major hospitals in Pueblo County are Parkview Medical Center and St. Mary Corwin Medical Center. Medical offices are clustered nearby each of these hospitals and at the Park West Medical Complex. Pueblo also hosts the Colorado Mental Health Institute at Pueblo (CMHIP), a nearly 500-bed hospital located on a 300-acre campus. CMHIP is one of Pueblo's largest employers and focuses on inpatient treatment of behavioral health among adults and adolescents.

Residents of Pueblo County can address most medical needs locally, but may need to travel to Colorado Springs, Denver, or another large city for some procedures.

Food Security[61-62]

Access to healthy and affordable food is a major contributor to a community's quality of life. It can improve public health, reduce stress, save money, and help children excel in school. However, many parts of Pueblo County are not able to meet this fundamental need. The average rate of household food insecurity between 2009 and 2011 was 13.4 percent – up from 8.6 percent between 1999 and 2001. In 2011, 26.3 percent of children in Pueblo County were food insecure. Some factors leading to increased food insecurity is the growing poverty rate and a higher percentage of single-parent households.

The Pueblo City-County Health Department (PCCHD) Consumer and Market Report (2013) looked at buying patterns of Pueblo County customers and the distribution of revenue from food purchases to other sectors of the food industry. The report details the frequency of at-home versus away-from-home meals, the types of places that residents eat and shop for food, the amount spent on food, the type of food purchased, and other factors that influence the local food economy. Key findings from the report include a decline in the amount spent on food (mirroring statewide and regional trends), concerns about cost of fruits and vegetables (72 percent of survey respondents said more affordable fruits and vegetables would make it easier to eat healthy), a significant portion of residents having to travel more than 10 miles to access fruits and vegetables (20 percent), and a growing an interest from Puebloans in buying food from local suppliers or growing or hunting for food.[63]

To achieve a more safe, healthy, and affordable food system PCCHD is involved in several initiatives, including:

- **The Healthy Food and Beverage Initiative.** Funded through a grant from the Colorado Department of Public Health and Environment (CDPHE), the focus of the imitative is to work with public venues, such as the Pueblo Zoo, to add healthier choices to a concession stand or café
- **The Healthy Corner Store Initiative.** Funded through a grant from the CDPHE, this initiative is working with food retail stores in Pueblo to add healthy products to their inventory.

PCCHD has also developed a Community Health Improvement Plan (CHIP) to guide efforts towards improving health through 2022. The CHIP identifies obesity as one of the key issues in the community and establishes a strategy to "improve access to healthy and affordable foods in the community," among other efforts.[64]

Additionally, the Pueblo Food Project is a major effort in Pueblo County to look at the community food system and "create a more vibrant, nutritious and equitable food system for every eater in Pueblo County." The Pueblo Food Project is a community coalition with five working groups, three task forces, an advisory council, and a youth council. The effort includes participants from the agriculture and food products industries, organizations involved in housing and poverty, local business leaders, community activists, concerned citizens, and representatives from Pueblo Community College, CSU-Pueblo, University of Colorado-Colorado Springs, Pueblo County, and the City of Pueblo.

The major initiatives of the Pueblo Food Project are:

- **Healthy food access.** Creating a food system that provides safe, healthy, affordable, and equitable food for all Puebloans.
- **Local food economy.** Developing a resilient local food supply system by incubating and supporting food and farm businesses. This includes the annual Food and Ag Summit, which works to develop entrepreneurs, connect businesses, and establish a stronger local food economy.
- **Food and farm education.** Fostering opportunities for the community to learn about the food system and acquire food skills.
- **Advocacy.** Providing a structured, community-driven means to shape food and farm policy decisions at the local, state, and national level.
- **Collaboration.** Bringing together community organizations, businesses, public institutions, government agencies, and residents to learn, contribute, impact, and celebrate the food system.

Other planned projects include the restoration and adaptive reuse of the former Nuckolls Packing Company building in Pueblo's Grove neighborhood, and Watertower Place—which involves the redevelopment of a historic building into an urban village and hub of innovation with event space, creative industries, and – notably – a food market to support on-site and local agriculture and food-related businesses.

FARMS AND RANCHES

Ranching and farming have been important to the economy and culture of the Pueblo area since the County was established in 1861 – when Colorado was still a territory.

Prime Agricultural Land

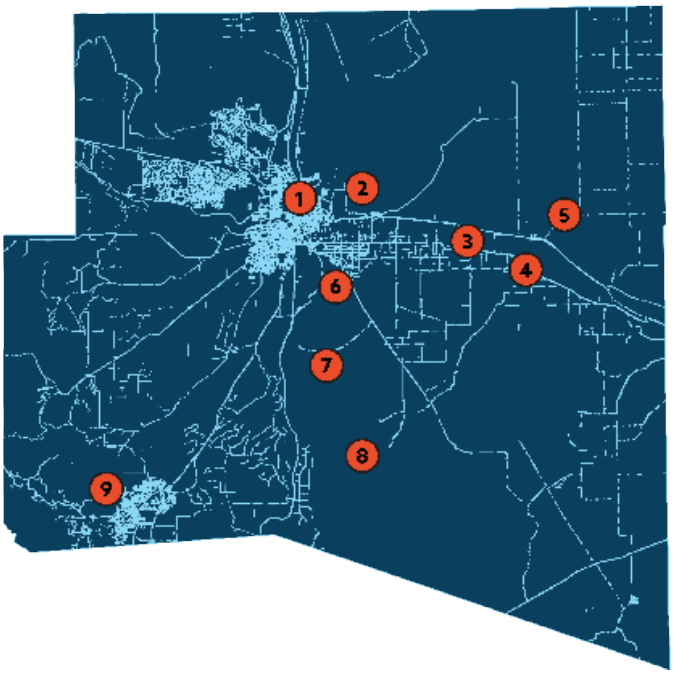
The majority of the County's prime agricultural land is located on the St. Charles Mesa in the Arkansas Valley Fill Aquifer. This area is irrigated and highly productive. It was identified in a 2016 assessment completed by the American Farmland Trust as nationally significant agricultural land. The Trust defines nationally significant agricultural land as the land best suited for long-term production of food and other crops.

Conservation Areas

To protect the agricultural heritage and productivity of the Pueblo region and preserve the scenic and environmental benefits of agricultural lands, some working farms and ranches in Pueblo County have been set aside for preservation through conservation easements. Conservation easements are voluntary legal agreements between landowners and land trusts or governments to limit development of the property in the future with permanent restrictions and protect important values of the property forever. Led by the property owner's interests, conservation agreements allow farms and ranches to continue to operate and often protect open space, wildlife habitat, rivers and streams, and other natural features. Nearly 200,000 acres of land in Pueblo County are held in conservation easements. Nearly 50,000 acres (some of which correspond to conservation easements) are designated by the Colorado Natural Heritage Program as Wildlife and Biodiversity conservation areas.

Pueblo County also uses agricultural PUDs to allow for residential lots to be incorporated into a primary agricultural use of the PUD zoned area. This has allowed farm and ranch families to expand some limited new residential lots, while retaining the primary agricultural uses within the PUD.

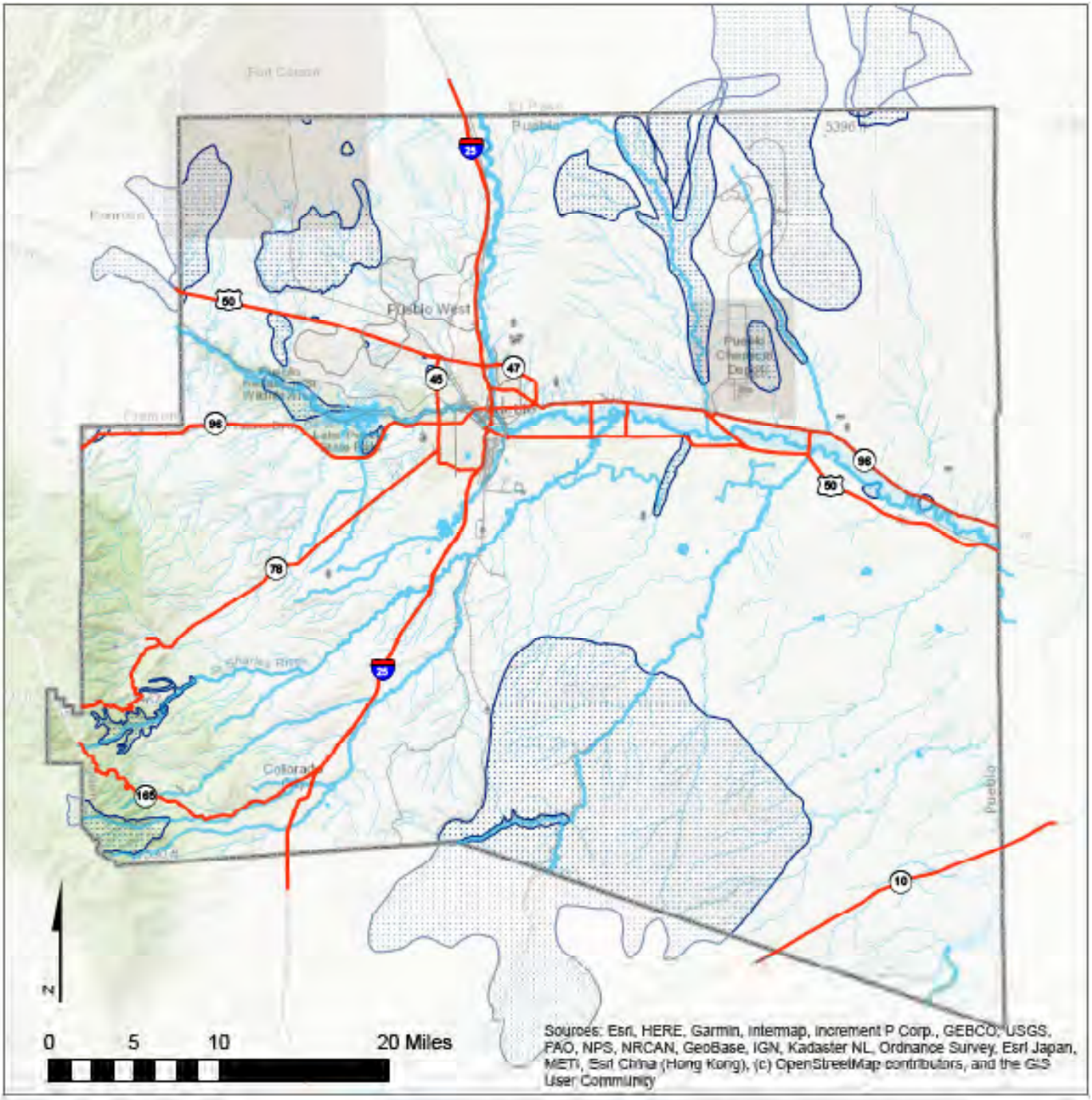
Centennial Farms and Ranches[65]
Pueblo County



Some of the oldest, continually operating homestead farms and ranches in Pueblo County date back to the late 1800s, with a small number having been operated by the same families since their establishment over a hundred years ago. These are Centennial Farms and Ranches, as recognized by History Colorado.

1. Koch Farm, Pueblo, 1914
2. Butler Ranch, Avondale, 1882
3. William H Johnson Family Farm, Avondale, 1906
4. Carter Ranch, Boone, 1909
5. Thatcher Land & Cattle Co., Boone, 1894
6. Cawlfield Farms, Pueblo, 1891
7. San Carlos Ranch, Beulah, 1889
8. Ruddock-Roper Ranch, Beulah, 1892
9. Bennett Ranch, Beulah, 1897

Conservation Areas Capacity Analysis[66]
Pueblo County



OUTDOOR RECREATION

One of Pueblo County's most valued resources is its abundant and easily accessible outdoor recreation opportunities. These include access to public lands, as well as parks and recreation facilities provided by the County, City, and other regional partners.

Public Lands

Over 25 percent of Pueblo County's land area is managed by state or federal agencies. While not all of this land is open to the public, two of the most notable public lands assets in Pueblo County that offer outdoor recreation opportunities include:

Lake Pueblo State Park and Wildlife Area

Lake Pueblo State Park extends west of the City and north of highway 96 along the shores of the Pueblo Reservoir. The State Wildlife Area extends further west of the Park, along the Arkansas River. The park encompasses 10,280 acres, including the Reservoir. Lake Pueblo is Colorado's most visited state park and reached a record 2.7 million visitors in 2019 – up from 1.8 million visitors in 2016. This continues a trend towards increased visitation across all of Colorado's state parks and signifies the importance of Lake Pueblo State Park to the recreation and tourism economy of the region.

Lake Pueblo State Park is home to over 40 miles of multi-purpose trails. Construction and maintenance of the Lake Pueblo trails is led by local non-profit community group, Southern Colorado Trail Builders (SCTB), which works alongside the State Park and U.S. Bureau of Reclamation to maintain and expand the trail network, while working to reduce conflicts between different user groups and limit impacts to natural resources.

San Isabel National Forest

Though primarily located west of Pueblo County, portions of the San Isabel National Forest extend into the County on its western and southern edges. The Wet Mountains and Greenhorn Mountain Wilderness are encompassed by the National Forest and are easily accessible from Rye and Beulah in Pueblo County. The San Isabel National Forest offers miles of trails for use by people hiking, mountain biking, or riding horses. Many trails connect to open spaces managed by local government agencies.

Parks and Recreation

Pueblo County is home to an extensive system of parks, trails, open space, and other recreation opportunities.

Pueblo County Parks and Trails

Pueblo County owns and operate five parks – John Arellano Park and Fulton Heights Park in Salt Creek, McHarg Park in Avondale, Liberty Point near Lake Pueblo State Park, and Rye Mountain Park in the mountains outside of Rye. The County also provides recreational opportunities at the Runyon Field Sports Complex, Desert Hawk Golf Course in Pueblo West, Fulton Heights Community Center, McHarg Community Center, and Pueblo County Recreation Center – along with numerous programs, events, and activities at each park and center. 2016 Ballot Measure 1A offers Pueblo County the opportunity to expand recreational offerings, including construction of the St. Charles Mesa Community Center (including recreation center and swimming pool) and completion of the Downtown Youth Sports Complex.

In addition to trails between County-owned parks, Pueblo County is working to extend the trail system to underserved parts of the community and to create regional connections. Pueblo County is in the early stages of the Arkansas River Trail Connection project – a collaboration with the City of Pueblo and private landowners – which aims to extend trails along the Arkansas River to the east of Pueblo and along the south end of St. Charles Mesa to Baxter Road. Funded by the Capital Improvement Program and 2016 Ballot Measure 1A, the Arkansas River Trail extension will require easements, land acquisition, and further study. Future regional efforts to extend trails and open space along Fountain Creek – and possible future connections to Colorado Springs – present an exciting opportunity for regional collaboration



City of Pueblo Parks and Recreation

The City of Pueblo offers a robust network of parks, open spaces, and recreational amenities – approximately 90 properties and over 4,575 acres under City ownership and an additional 29 properties and approximately 250 acres under City maintenance. Included is 24 miles of trails. Some notable parks and recreational amenities include:

- City Park
- Mineral Palace Park
- The Honor Farm Open Space
- The Fountain Creek Corridor
- The Arkansas River Corridor
- The Pueblo Plaza Ice Arena
- El Centro del Quinto Sol Recreation Center
- Pueblo Mountain Park: Nature and Wildlife Discovery Center
- Lake Minnequa Park and Open Space

Of the 24 miles of trails maintained by the City, the Pueblo River Trail System is the crown jewel. The system stretches along both the Arkansas River and Fountain Creek to provide recreational access and connect the river corridors with CSU-Pueblo, Pueblo Mall, Runyon Field Sports Complex, the Historic Arkansas Riverwalk, Downtown Pueblo, Pueblo City Park, and Lake Pueblo State Park. These river corridors are also connected to on- and off-street paths and bikeways that extend into Pueblo neighborhoods. The Pueblo White Water Park and much of the Arkansas River corridor are regional draws for fishing, kayaking, tubing, and more – made possible by protection and investment by the City of Pueblo.

In partnership with the Nature and Wildlife Discovery Center and San Isabel National Forest, and City of Pueblo, the SCTB completed the 1.8-mile Carhart Trail to connect Pueblo Mountain Park with existing trails in the National Forest.

The City's Parks and Recreation Assessment and Implementation Plan looks at the accessibility of parks within a ten-minute walk (1/3 mile) and within a short bike ride (1 mile) from where Puebloans live. Based on this level of access, almost 90 percent of the City is served at a neighborhood level by the current system of parks, trails, open space, and indoor facilities – with

some gaps present between parks and a more noticeable lack of access along the edges of the City.

In addition to the need for parks, trails, open space, and indoor facilities to fill the gaps in service, the community has identified a need for greater investment in and maintenance of existing parks. Stakeholders and residents have particularly noted a need for more pools, athletic centers, and opportunities/activities for youth.

Pueblo West Parks and Recreation

The Pueblo West Municipal District provides residents with a variety of parks, open space, and recreation amenities. Facilities include indoor and outdoor recreation at Civic Center Park (including Cattail Crossing Pond, the Civic Center Skate Park, and the Splash Park), Lovell Park (including the Waggin' Tail Dog Park and Pueblo West Pool), Memorial Recreation Park, and Pixie Playground. All of these facilities are located south of Highway 50.

Pueblo West offers miles of trails. The McCulloch Main Trail, Safe Routes to School Trail, Sierra Vista Trail, Desert Sage Trail, SDS Trail, Civic Center Park Trail, and Cattail Crossing Pond Trail are all dedicated to people walking or biking – often connecting neighborhoods, schools, parks, and other trails. Because Pueblo West was designed to be an equine-friendly community, the area has miles of trails and easements within neighborhoods and connecting to Lake Pueblo State Park.

The Pueblo West Municipal District also provides classes, activities, and a robust network of open lands and multi-purpose trails throughout the community. Pueblo West has plans and grant funding at this time to complete an additional seven miles of trails in the coming years.

Colorado City Parks and Recreation

Greenhorn Meadows Park and Campground offers camping along the Greenhorn Creek and picnic areas, playgrounds, and event pavilion. Lake Beckwith is popular for fishing and hiking the trail around the beautiful lake. Greenhorn Valley Trail Master Plan includes developing more hiking trails to connect much of the Colorado City/Greenhorn Valley area.

Community Organizations

In addition to the SCTB – highlighted above for contributions to the regional trail network – Pueblo Active Community Environments (PACE) is an important community organization that working to improve the built environment for people walking and biking. PACE advocates for improvements to recreational amenities, promotes walking and biking, and supports the growth of a sustainable economy – tied to local history, culture, and alternative modes of transportation. Notable efforts that PACE has spearheaded include distributing maps of area bike routes, improving trail signage, organizing Bike to Work and National Bike Challenge events, gaining grant funding for additional bike racks, applying for Bicycle Friendly Community status, and many other local advocacy efforts.

HISTORIC AND CULTURAL RESOURCES[67]

The City of Pueblo was founded in 1870, making it among the oldest in Colorado. Almost three decades before the City was founded, the area was a trading post and fort called El Pueblo. Historically inhabited by the Ute people, the first European explorers and settlers arrived in 1842 and established the trading post at the confluence of the Arkansas River and Fountain Creek.

The gold rush, western expansion by European people, and later agriculture, mining, and industry led to Pueblo growing into one of Colorado's largest cities – only matched by Denver in terms of population and economic impact.

Historic Buildings and Structures[68]

Due to Pueblo's history as an economic center in Colorado, the area has a diverse stock of historic structures. There are 67 properties and districts in Pueblo County that are on the National Register of Historic Places. An additional six properties on the National Register have been demolished and are no longer listed. In January 2021, the Colorado Fuel and Iron Company Administration Complex was named a National Historic Landmark – the only such landmark designation in Pueblo.

As part of an ongoing effort to document the history of the community, the City of Pueblo is leading a Downtown Historic Survey Project, that aims to catalog the buildings of downtown Pueblo and compile their histories into a larger narrative.

Through investments in Downtown Pueblo and coordinated efforts to protect historic structures, the community has demonstrated an interest in seeing historic structures appreciated, protected, and utilized by local businesses and residents into the future. Residents have expressed a desire to see underutilized historic structures – especially in Downtown Pueblo – become activated with retail, offices, housing, and other active uses.

Historic Neighborhoods and Districts[69-70]

Much of the region's history is centered in Downtown Pueblo – most notably, the Union Avenue Historic District. The District is home to 87 historic structures that serve as the bases of a National Register of Historic Places designation. The Union Avenue Historic District includes Union Depot, which was completed in 1889 and features Romanesque Revival-style Architecture, beautiful tile flooring, stained glass windows, and hardwood wainscoting.

In addition to the effort to document the history of Downtown Pueblo, the City of Pueblo has led several other neighborhood-wide inventories and studies. These include:

- Bessemer Historic Study
- Eiler's Historic Context Study
- East Side Historic Building Inventory
- East Side Historic Context Study
- Goodnight Barn Restoration Study
- Northside Historic Context Study
- South Pueblo Historic Context Study

Although many of these efforts are led by the City of Pueblo, the community has many partnering organizations and agencies that contribute to historic preservation. Notable organizations like Pueblo County Historical Society, Historic Pueblo Inc., Pueblo Archaeological and Historical Society, Bessemer Historical Society, History Colorado, and El Pueblo Museum, Colorado Scenic and Historic Byways (CDOT), and others.



PUEBLO COUNTY: A CULTURALLY DIVERSE REGION[71-72]

Pueblo is one of Colorado's most culturally diverse regions. Over its history, Pueblo County has been under the dominion of five nations – Spain, France, Mexico, the Republic of Texas, and the United States. Prior to that time, the Pueblo region was home to Paleo-Indian and Archaic peoples, members of the Apishapa culture, the Ute people, the Jicarilla Apache people, and the Comanche people – each culture adding to the unique history of the community.

After the area was acquired by the United States following the Mexican-American War, Pueblo began to see growth among Euro-American settlers during the Colorado Gold Rush. This trend accelerated with the arrival of the railroad – a catalyst for the establishment and rapid expansion of the steel industry. Pueblo County became home to the first steel mill west of the Mississippi River in 1881, which built the rails necessary to extend the railroad into the mineral-rich mountains, nearby coal fields, and to other Front Range communities.

The industrialization of Pueblo led to rapid population growth in the twentieth century, including an influx of immigrants from around the world to provide labor for the mines, railroads, factories, and smelters in the region. Among those that made Pueblo home were immigrants from Canada, China, Germany, Great Britain, Ireland, Italy, Japan, Mexico, Poland, Russia, Scandinavia, Slovenia, and New Mexican and Black workers from elsewhere in the United States. The vibrant and diverse community also included Jews fleeing from Eastern Europe.

Throughout Pueblo County's history, agriculture has been a major economic and cultural driver. Ranching, famous Pueblo chile peppers, and the cultivation of beans, melons, potatoes, and other vegetables have been mainstays of the agricultural industry. Over time, Pueblo's communities have continued to diversify with the growth of new Latino residents.

During each era of Pueblo's history, different communities and cultures came to the region and established roots, which resulted from time-to-time in a variety of tensions and conflicts. Many longstanding and immigrant communities have formed social groups, built businesses, and developed strong neighborhoods that maintain their unique cultures to this day.

ARTS AND CULTURE AND EVENTS

The Pueblo region has a unique history in Colorado and offers a similarly rich and distinctive cultural heritage. Numerous events, museums, and cultural amenities in Pueblo celebrate this history while providing enriching educational and entertainment experiences to residents and visitors to Pueblo. Some of the most notable museums and cultural amenities include:

- Sangre de Cristo Arts Center
- El Pueblo Historical Museum
- Nature and Wildlife Discovery Center
- Pueblo Zoo
- Pueblo Heritage Museum
- Pueblo Railway Museum
- Weisbrod Aircraft Museum
- Rosemount Museum
- Steelworks Museum
- Buell Children's Museum
- The Center for American Values

Pueblo is also home to unique cultural amenities and events, including:

- Colorado State Fair
- The Historic Arkansas Riverwalk
- Pueblo Creative Corridor
- Steel City Theatre Company
- Chile and Frijoles Festival
- And many more galleries, performances, live music, and events.

TOURISM

Like much of Colorado, Pueblo offers a fantastic climate, a full slate of outdoor activities, and many attractions and events. However, unlike many communities – especially among Front Range communities – Pueblo offers easier access to the outdoors, less heavily trafficked trails, a robust agricultural community, and a rich multi-cultural history. These factors make Pueblo stand-out from other Front Range and Colorado communities and offers a solid base from which to grow a tourism economy alongside enhancements to community quality of life.

Amenities like the Arkansas River (and whitewater park), Fountain Creek, San Isabel National Forest, and Lake Pueblo State Park are centerpieces. Meanwhile, the Chile and Frijole Festival, Colorado State Fair, Historic Arkansas Riverwalk, Sangre de Cristo Arts Center, El Pueblo History Museum, and diverse history of the community offer a robust collection of tourist attractions for heritage and entertainment travelers.

Pueblo is one of the first communities in Colorado to be selected for a Regional Tourism Act (RTA) grant – awarded to develop tourist attractions that bring out-of-state visitors to Colorado. Pueblo's bid in 2011 included a Pro Bull Riders (PBR) University/Exposition Hall, an expanded Medal of Honor Memorial/Memorial of Valor, a Gateway Center & Boat House for the Arkansas Riverwalk, Heritage Events Plaza, a parking structure, and an aquatics center. Additional local and private investments include a 100+ room hotel, redevelopment of historic buildings in downtown, Riverwalk channel extension, the Zebulon Pike Interpretive Center, and other infrastructure improvements. The project will result in over $43 million in investment in Downtown Pueblo and will be completed in three phases over 50 years.

The Greater Pueblo Chamber of Commerce and Pueblo Convention and Visitors Bureau, Pueblo Latino Chamber of Commerce, Pueblo West Chamber of Commerce, Pueblo Economic Development Corporation, and other economic development organizations have worked more collaboratively in recent years to support the focus on the economic development potential of tourism and coordinate marketing efforts.



RELATED PLANS AND STUDIES

Pueblo E-District

Funded in-part by a grant award from the Colorado Regional Tourism Act (RTA), Pueblo is in the midst of a multi-decade investment in the E-District – an entertainment district centered around Downtown Pueblo and the Historic Arkansas Riverwalk. The project, to be completed in three phases, will include a Pro Bull Riders (PBR) University/Exposition Hall, an expanded Medal of Honor Memorial/Memorial of Valor, a Gateway Center & Boat House for the Arkansas Riverwalk, Heritage Events Plaza, a parking structure, and an aquatics center. Additional local and private investments include a 100+ room hotel, redevelopment of historic buildings in downtown, Riverwalk channel extension, the Zebulon Pike Interpretive Center, and other infrastructure improvements.

Pueblo Regional Bicycle and Pedestrian Master Plan

The Pueblo Area Council of Governments (PACOG) – the metropolitan planning organization (MPO) for the Pueblo region – adopted a new bicycle and pedestrian master plan in December 2020. The plan generally recommends investments in infrastructure, maintenance, and education to improve connectivity, support walkability and bikeability, enhance safety for all users, and improve health and air quality in the region. The Plan supports related efforts to improve outdoor recreation, foster tourism activity, and improve public health and wellness.

KEY CONSIDERATIONS FOR THE REGIONAL COMPREHENSIVE PLAN

Pueblo's rich history, strong community ties, network of community service providers, diversity of community amenities, and abundant access to public lands and open space offer cornerstones from which to build. The following items are identified as key considerations for the Regional Comprehensive Plan process:

Providing equitable access to services and amenities

Not all Pueblo residents have equal access to community services and amenities. Efforts to maintain or expand social infrastructure should prioritize communities and residents in need to help invigorate the local economy, expand access to the qualities that make Pueblo special, and improve region-wide quality of life. Although Pueblo offers a wide variety of cultural and historical amenities, many residents have expressed interest in more robust array of entertainment opportunities—particularly those that are family-friendly.

Maintaining and enhancing community assets

As detailed in this section, there are many areas where the Pueblo region excels in providing community amenities. As the County grows and works to address community concerns it is important that existing community assets are not forgotten. Efforts to protect farms, ranches, and agricultural heritage should be carried forward and expanded, alongside historic preservation, parks and trail maintenance, and improving equitable access to education, healthcare, economic opportunity, and entertainment.

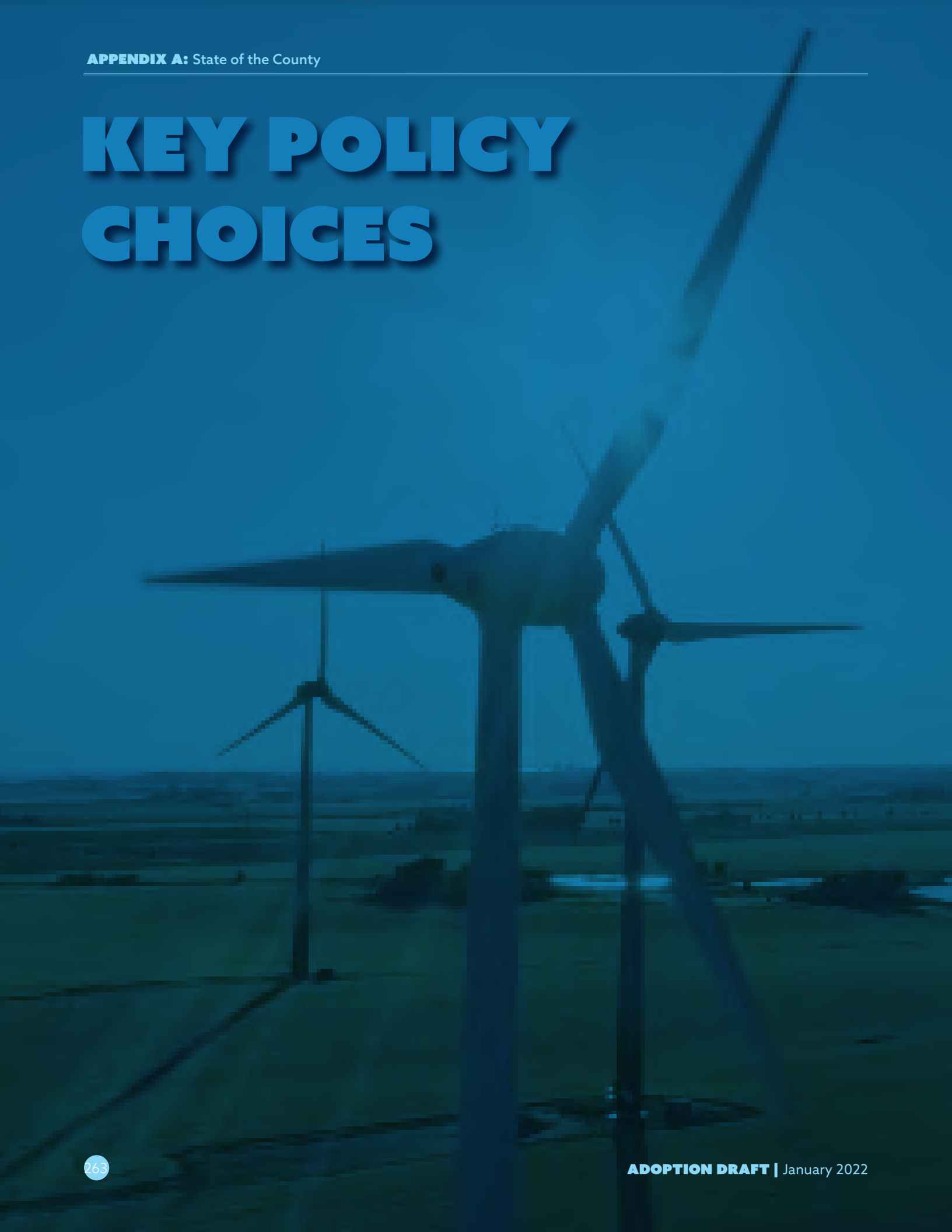
Celebrating the regions diversity

Pueblo's mix of cultures, landscapes, and lifestyles are unmatched in Colorado. The economic history of the community presents many challenges to improving quality of life, but the historic, cultural, creative, and natural resources and amenities that exist in Pueblo are worthy of community pride. Planning efforts, programs, and investments in the community should capitalize on all that makes Pueblo distinctive. The Pueblo region should also learn from the community's diversity as Pueblo County works to provide services and infrastructure, accommodate growth, expand economic opportunity, and revitalize neighborhoods and communities.

Expanding tourism opportunities

Opportunities for growth in the region's recreational tourism economy have been raised by many stakeholders, noting the ease of access to parks, trails, rivers, public lands, and other amenities. One example that was cited as a potential opportunity is Pueblo's location along TransAmerica Trail. The coast-to-coast bike route draws thousands of riders through the community each year and Pueblo is considered the halfway point and one of the largest cities along the route. The Regional Comprehensive Plan can help increase awareness of ongoing efforts and partnerships within the region designed to expand tourism opportunities, and establish policy guidance to protect and enhance the many assets that the region has to offer.

KEY POLICY CHOICES





This section summarizes key considerations for each focus area covered in this report, and articulates key policy choices for consideration as part of subsequent steps in the Regional Comprehensive Plan process.

FOCUS AREA 1: INFRASTRUCTURE AND SERVICES

Infrastructure and services will play a critical role in defining where and how the region grows in the future. For example, abundant availability of water is a critical asset in Pueblo, but the capacity to deliver it to the further reaches of the County is limited. Additionally, while some parts of the City and County are well-served by existing water, as well as sewer and transportation networks, all of these systems and distribution networks are aging, requiring both maintenance and reinvestment to continue providing service at the same level. The fixed costs for maintaining and repairing these systems into the future will need to be balanced against possible expenditures to expand service delivery infrastructure and road access to unincorporated areas, if development is to occur there.

Certain concerns are more particular to specific areas in the County. Outlying areas such as Colorado City and the St Charles Mesa have similar issues with the age and serviceability of existing service delivery systems, and both are further constrained by limited access to resources such as water supply and funds for the expansion of existing systems needed to support potential growth. Availability of services such as fire response is also limited in some rural, unincorporated portions of the County. In urbanized areas, there is an expressed desire to expand transportation infrastructure options beyond traditional road networks, allowing for more multimodal transport opportunities. Another concern in urban areas is enhancing public safety. There are two further concerns are shared across all areas of the County: managing rising energy costs, and expanding the extent of coverage of broadband and cellular networks.

Key policy choices for the region include:

- How to best integrate land use planning in alignment with water resource availability and conservation goals;
- Where future growth should be prioritized to best capitalize on existing service capacity rather than requiring the need for expansion of existing service delivery networks;
- How to prioritize maintenance of the existing transportation network, expansions of multimodal infrastructure, as well as how they are to be funded;
- What planning and collaboration is critical to meeting renewable energy goals in a cost-effective manner;
- How expansion of cellular and broadband networks can best be encouraged; and
- How can public safety best be addressed county-wide, even where the focus of concern differs (for example, fire and emergency response in rural areas, and police services in urban ones).

FOCUS AREA 2: GROWTH AND DEVELOPMENT

The supply of land that is available for future development in major population centers in the region—the City of Pueblo, Pueblo West, and Colorado City—far exceeds the projected demand for residential, commercial/mixed-use, and industrial development within the planning horizon. Because there is more land available than projections indicate will be needed, the County, City, and Pueblo West may consider establishing a strategy to prioritize which available land should be developed first. Prioritization can take into account the availability of existing infrastructure and services, cost to serve areas that are not currently serviced, the suitability of land for different uses, ownership, and a variety of other factors. Owing to the relative abundance of land and the projection for steady, modest growth, the County has an opportunity to make deliberate and thoughtful growth-planning decisions – a possibility that is frequently eliminated in contexts where development pressure is more pronounced.

Key policy choices for the region include:

- How actively does the County want to pursue policies that direct growth to certain areas, and discourage it in others;
- How best to align housing needs with anticipated and evolving demand;
- What policies can encourage a balanced mix of new development and adaptive reuse, infill, and redevelopment;
- What land use decisions can support both established and emerging industrial and employment sectors;
- What land use decisions can alleviate development pressure that encroaches on agricultural and ranching lands; and
- How can sustainable development objectives (dense, mixed use development, energy efficiency, water conservation) be incorporated into all decisions related to growth in the County.

FOCUS AREA 3: ECONOMIC BASE

Pueblo County possesses a stable economic base, an ample supply of land, and strong regional partnerships to build upon for the future. The rate of job growth is projected to align with the pace of population growth, but an important concern is aligning the knowledge and skills of the workforce with that required by the work that will be available. The County's numerous educational institutions, from secondary schools to community and four-year colleges, provide the advantage of already having in place the resources that can help to address this issue.

The County's existing infrastructure assets—including an interconnected rail and road network —can facilitate economic growth in the region. Expansion of newer industries, such as solar energy generation facilities and hemp/marijuana, offer new economic opportunity, but also the concurrent need to assess and manage the impacts these industries produce. Adding to these challenges, the County must also confront aging infrastructure, rising electric power costs, and inadequate broadband connectivity.

Key policy choices for the region include:

- How best to leverage the region's major transportation assets to attract industries that rely on them;
- How to balance the benefits and broader-scale impacts of emerging industries;
- How to tailor educational opportunities to match current and anticipated economic opportunities in the region;
- How the region can attract and retain the skilled workforce needed by its industries;
- What efforts can sustain the continuing viability of the agricultural and ranching sectors; and
- What planning is needed to enhance the region's economic resilience.

FOCUS AREA 4: NEIGHBORHOODS AND COMMUNITIES

Housing is the central component underlying the vitality of all the region's communities and neighborhoods, and an increasing mismatch between evolving housing needs and availability is one of the more critical components to consider in the plan update process. While demographic and economic changes have started to shift the composition of households in the County, trends in housing provision have not responded apace.

The number of family households in the County has been declining, while the number of households composed of aging residents has increased. Both of these trends indicate the need for smaller housing units, which new construction – primarily in the form of detached, suburban single-family homes – has not so far reflected. The County has also seen an increase in the cost of housing, both for renters and owners, that has not been matched by increases in wages. The result is more housing insecurity, and fewer opportunities for residents with modest incomes to become homeowners. Just as the constrained supply of attainable for-sale housing has increased the cost of buying, so the increase in the number of long-term renters squeezes the supply of rental housing, and raises its cost as well. A tight housing market and rising costs could be a contributing factor to the recent rise in homelessness that has been observed in the region.

While new housing has risen in cost without meeting demand or mirroring evolving demographics, the City in particular has experienced the deterioration of investment in and maintenance of existing housing stock. Emphasis on redevelopment and infill could offer significant benefits for neighborhoods where disinvestment has occurred. Such an effort, undertaken with a parallel focus on diversifying the kinds of housing being constructed, could provide the base of support for building stronger, more stable neighborhoods and communities throughout the County.

Key policy choices for the region include:

- How to encourage increased provision of diverse housing types that accommodate young workers, smaller and older households;
- How to moderate increasing housing costs, so that home ownership remains attainable to those who wish to pursue it;
- What extent of increased supply would be needed to alleviate pressures and cost-burdens for renter households;
- What efforts can encourage infill and redevelopment and reinvestment in older neighborhoods; and
- What collaboration is necessary to advancing efforts at providing a Continuum of Care in housing .

FOCUS AREA 5: QUALITY OF LIFE

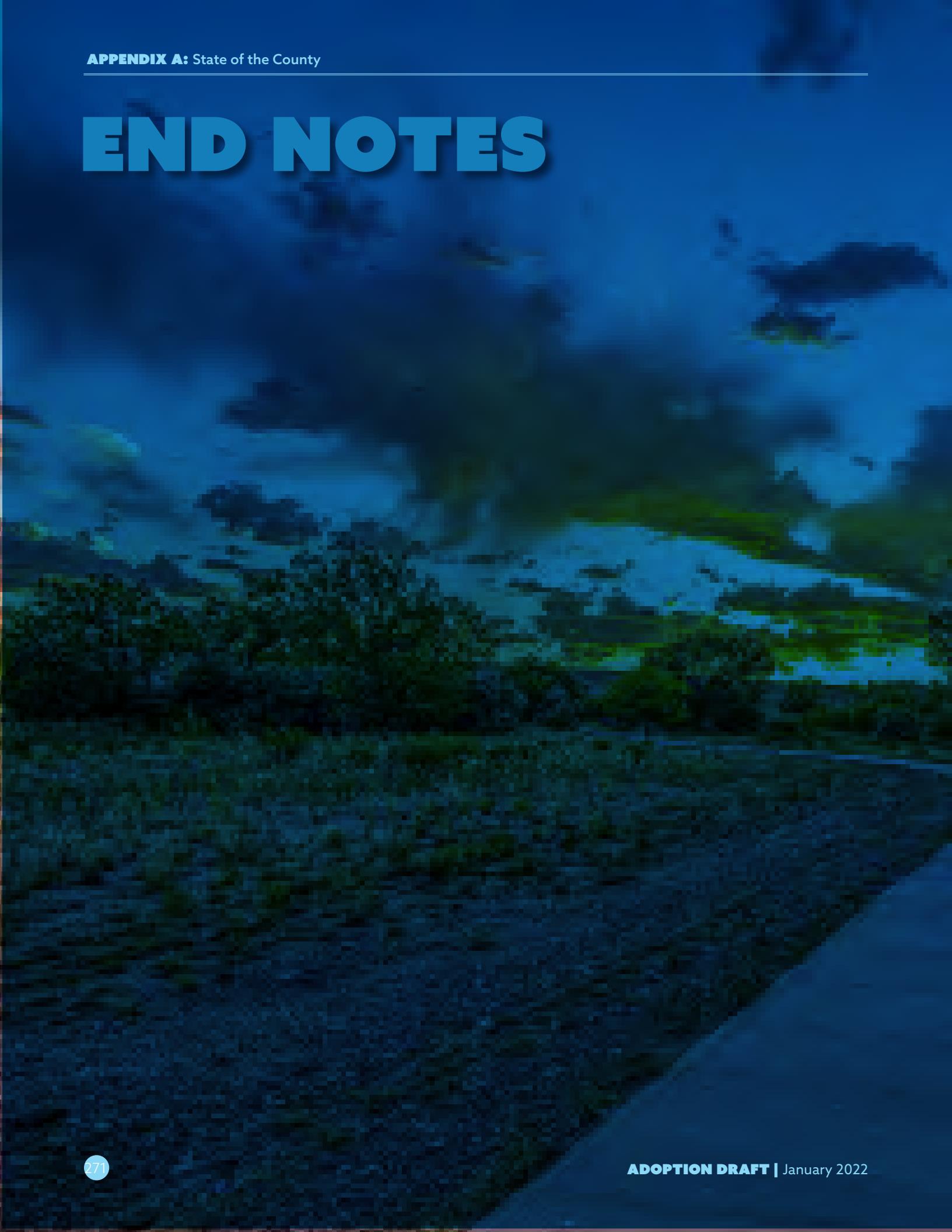
The Pueblo region has many assets: rich history, a diverse population, distinctive architectural fabric in the City's downtown, and access to abundant outdoor recreation possibilities. While current residents are aware of the many amenities in the region, they are also aware of the challenge in ensuring equitable access to these amenities for all members of the community, and the significant benefits the region could gain by promoting broader awareness of such amenities to those who have not visited the region.

Key policy choices for the region include:

- Who experiences barriers to accessing the community's assets and amenities, and what coordinated efforts can be undertaken to expand equitable access to services and amenities for all residents of the County;
- What is the best strategy for maintaining the community's current assets, including parks, trails, and cultural and historic assets, what are the shared priorities for expanding and enhancing these assets, and how will these efforts be funded;
- How can the region's strong diversity and rich history best be celebrated; and
- Who are the best partners to continue efforts at promoting a coordinated and focused tourism strategy for the region.

THIS PAGE INTENTIONALLY LEFT BLANK

END NOTES





ENDNOTES

SETTING THE STAGE

1 U.S. Census, DOLA, Economic Planning Systems

2 U.S. Census and Economic & Planning Systems

3 DOLA and Economic Planning Systems

4 DOLA and Economic Planning Systems

U.S. Census, ACS 5-year, 2010

5 U.S. Census, ACS 5-year, 2019

6

7 U.S. Census and Economic & Planning Systems

8 U.S. Census, ACS 5-year estimates, 2010 and 2019

9 U.S. Census, ACS 5-year estimates, 2010 and 2019

10 U.S. Census, ACS 5-year, 2010 and 2019; and Economic & Planning Systems

FOCUS AREA #1: INFRASTRUCTURE & SERVICES

11 Pueblo's Water System, 2017, https://pueblowater.org/images/pdfs/files/PueblosWaterSystemWEB.pdf

12 Pueblo Water Distribution System Study, 2016

13 Growing Water Smart Self-Assessments, 2019, Pueblo Board of Water Works and Pueblo West Metro District

14 Growing Water Smart Self-Assessments, 2019, Pueblo Board of Water Works and Pueblo West Metro District

15 Water Quality Report, 2020, https://pueblowater.org/core/wp-content/uploads/2020/04/2020-CCR-final-v2.pdf

16 https://www.pueblo.us/458/Stormwater-Utility

17 PACOG Water Quality Management Plan, 2020

18 Pueblo West Metropolitan District Water Master Plan, 2017

19 PWMD Water Conservation Plan Update, 2020

20 PWMD Wastewater Master Plan, 2017

21 PWMD Wastewater Utility Plan, 2018 (Supplement for Pueblo County and PACOG)

22 PACOG Water Quality Management Plan, 2020

23 Greenhorn Valley Source Water Protection Plan, 2014

24 https://www.koaa.com/news/state-of-growth/water-supply-at-risk-of-going-dry-within-months-in-southern-colorado-town

25 PACOG Water Quality Management Plan, 2020

26 https://stcharlesmesawaterdistrict.org/

FOCUS AREA #2: GROWTH & DEVELOPMENT

27 LEHD, Economic Planning Systems

28 https://pueblogo.maps.arcgis.com/apps/webappviewer/index.html?id=00e363e95ea74981add9c3b9c5e8be03

29 Pueblo County GIS and MDC, 2021

30 Pueblo County GIS and MDC, 2021

31 Pueblo County GIS and MDC, 2021

32 Pueblo County GIS and MDC, 2021

33 Pueblo County GIS and MDC, 2021

34 Pueblo County GIS and MDC, 2021

35 Pueblo County GIS and MDC, 2021

36 Pueblo County GIS and MDC, 2021

37 Pueblo County GIS and MDC, 2021

38 Pueblo County GIS and MDC, 2021

39 Pueblo County GIS and MDC, 2021

40 Pueblo County GIS and MDC, 2021

41 Pueblo County GIS and MDC, 2021

42 Pueblo County GIS and MDC, 2021

43 Pueblo County GIS and MDC, 2021

44 Pueblo Regional Building Department, Economic Planning Systems

45 Pueblo Regional Building Department, Economic Planning Systems

46 Pueblo Regional Building Department, Economic Planning Systems

47 Colorado Department of Local Affairs

48 MDC, Economic Planning Systems

49 MDC, Economic Planning Systems

50 MDC, Economic Planning Systems

51 MDC, Economic Planning Systems

52 MDC, Economic Planning Systems

FOCUS AREA #3: ECONOMIC BASE

53 2019 Pueblo CAFR, Economic Planning Systems

54 U.S. Census, Economic Planning Systems

55 BLS, Economic Planning Systems

56 City and County of Pueblo and Economic Planning Systems

FOCUS AREA #4: NEIGHBORHOODS & COMMUNITIES

57 U.S. Census ACS 1-Year Estimates, Economic Planning Systems

58 U.S. Census ACS 1-Year Estimates, Economic Planning Systems

59 U.S. Census, Economic Planning Systems

60 Pueblo County GIS and EPS, 2021

FOCUS AREA #5: COMMUNITY ASSETS

61 Pueblo City-County Health Department (PCCHD). https://county.pueblo.org/public-health/community-data-and-reports

62 Pueblo City-County Health Department (PCCHD). Public Health and Food Access Report.

63 Pueblo City-County Health Department (PCCHD). Pueblo County Food System Assessment: Key Findings and Promising Opportunities.

64 Pueblo County Food System Assessment (Public Health & Food Access Report)

65 History Colorado. https://www.historycolorado.org/centennial-farms-ranches

66 Pueblo County GIS and MDC, 2021. Survey of Critical Biological Resources of Pueblo County, Colorado. https://county.pueblo.org/sites/default/files/2021-03/Survey_of_Critical_Biological_Resources_of_Pueblo_County%2C_Colorado%2C_by___CNHPPG30.pdf

67 Colorado Encyclopedia. https://coloradoencyclopedia.org/article/pueblo-county

68 National Park Service. National Register of Historic Places.

69 City of Pueblo. Historic Preservation Projects. https://www.pueblo.us/353/Historic-Preservation-Projects

70 Historic Pueblo, Inc. Union Avenue Historic District.

71 City of Pueblo. https://www.pueblo.us/119/History-of-Pueblo

72 Colorado Encyclopedia. https://coloradoencyclopedia.org/article/pueblo-county

APPENDIX B



FISCAL IMPACT FINDINGS

Economic and Planning Systems prepared a fiscal impact analysis to support the development of the Regional Comprehensive Plan. The analysis evaluated the on-going, annual impact of different uses will have on the City of Pueblo, Pueblo West Metropolitan District, and Pueblo County. The purpose was to understand impacts of different land use choices to help guide the plan's policies. Three growth scenarios were modeled to understand the impacts. This appendix includes a summary of key findings.

Final Report

Fiscal Impact Analysis Methodology and Findings

The Economics of Land Use

Prepared for:
City of Pueblo, Pueblo County, Pueblo West Metropolitan District

Prepared by:
Economic & Planning Systems, Inc.

EPS #203071

October 8, 2021

Economic & Planning Systems, Inc.
730 17th Street, Suite 630
Denver, CO 80202-3511
303 623 3557 tel
303 623 9049 fax

Denver
Los Angeles
Oakland
Sacramento

www.epsys.com

Table of Contents

1. Introduction and Summary of Findings 157
   Introduction 157
   Summary of Findings 158

2. Fiscal Modeling Approach 161
   Development Inputs 161
   Modeling Approach 162

3. City of Pueblo Model 165
   Revenues 165
   Expenditures 170
   Net Fiscal Impact - General Fund 179

4. Pueblo County 181
   Revenues 181
   Expenditures 186
   Net Fiscal Impact 193

5. Pueblo West Metro District 197
   Revenues 197
   Expenditures 202
   Net Fiscal Impact - General Fund 208

Appendix 210

List of Tables

Table 1. Scenario Evaluation Fiscal Impact Results
Table 2. City of Pueblo Property Tax Revenue per Unit
Table 3. City of Pueblo Resident and Employee Retail Sales Factors
Table 4. City of Pueblo Property and Sales Tax Evaluation Summary
Table 5. City of Pueblo Other General Fund Revenue Source Per Person Factors
Table 6. Pueblo General Fund Expenditures – Nexus to Growth and Variability
Table 7. Pueblo Police Department Cost Allocation Method and Factors
Table 8. Pueblo Police Department Scenario Findings
Table 9. Pueblo Fire Cost Allocation Method and Factors
Table 10. Pueblo Fire Department Scenario Findings
Table 11. Pueblo Public Works Cost Allocation Method and Factors
Table 12. Pueblo Public Works Scenario Evaluation Findings
Table 13. Pueblo Parks and Recreation Cost Allocation Method and Factors
Table 14. Pueblo Parks and Recreation Scenario Evaluation Findings
Table 15. City of Pueblo General Fund Net Fiscal Impact by Scenario
Table 16. Pueblo County Property Tax Revenue per Unit
Table 17. Pueblo County Resident and Employee Retail Sales Factors
Table 18. Pueblo County Property and Sales Tax Evaluation Findings
Table 19. Pueblo County General Fund Revenue Factors
Table 20. Pueblo County General Fund Expenditures – Nexus to Growth and Variability
Table 21. County Commissioners' Departments Method and Factors
Table 22. County Public Safety Departments Method and Factors
Table 23. Other County Departments Method and Factors
Table 24. County Road and Bridge Fund Revenue and Expenditure Factors
Table 25. County Road and Bridge Fund Case Study Methodology
Table 26. Pueblo County General Fund Net Fiscal Impact by Scenario
Table 27. New Community Fiscal Impacts.
Table 28. Pueblo West Property Tax Revenue per Unit
Table 29. Pueblo West Resident and Employee Retail Sales Factors

List of Tables (continued)

Table 30. Pueblo West Property Tax Generation Summary by Scenario
Table 31. Pueblo West Other General Fund Revenue Factors
Table 32. Pueblo West General Fund Expenditures – Nexus to Growth and Variability
Table 33. Pueblo West Additional Fire Case Study
Table 34. Pueblo West Public Works Method and Factors
Table 35. Pueblo West Public Works Scenario Evaluation Findings
Table 36. Pueblo West Parks and Recreation Cost Method and Factors
Table 37. Pueblo West General Fund Net Fiscal Impact by Scenario
Table 38. Scenario A Development Assumptions and Inputs
Table 39. Scenario B Development Assumptions and Inputs
Table 40. Scenario C Development Assumptions and Inputs

List of Figures

Figure 1. Scenario Growth Allocations
Figure 2. City of Pueblo Fiscal Impact Model Approach Summary
Figure 3. City of Pueblo General Fund Revenues, 2021
Figure 4. City of Pueblo General Fund Expenditures, 2021
Figure 5. Pueblo County Fiscal Impact Model Approach Summary
Figure 6. Pueblo County General Fund Revenues, 2019
Figure 7. Pueblo County General Fund Expenditures, 2019
Figure 8. Pueblo West Fiscal Impact Model Approach Summary
Figure 9. Pueblo West General Fund Revenues, 2019
Figure 10. Pueblo West General Fund Expenditures, 2019

1. Introduction and Summary of Findings

Introduction

The communities within Pueblo County were interested in understanding the fiscal impact of future land use and development patterns as a component of the Pueblo Regional Comprehensive Plan process. Economic & Planning Systems built fiscal impact models for the City of Pueblo, the Pueblo West Metropolitan District, and Pueblo County. These models were used to evaluate the land use scenarios developed for the plan. This report presents the findings of fiscal impact analysis for each community. In this report we:

- Summarize the methodology used in the models for each community.
- Present the results of the fiscal impact analysis of the three growth scenarios.
- Summarize policy implications and recommendations.

EPS reviewed the major governmental and special revenue funds in the budgets for all three communities and assessed how they are affected by new development, land use changes, or patterns of growth. The major revenues and expenditures that are affected by new development for each community and each major fund were identified, and the impacts of growth on these revenues and expenditures were modeled. EPS used the estimated growth of population, households, and jobs within Pueblo County developed for the Comprehensive Plan over the 2040 plan horizon as inputs into the models.

Three growth scenarios allocated the forecast growth in the county from 2020 to 2040 within land use categories in each community resulting in a variation in the mix of housing unit types, job types, nonresidential development, and development density in each scenario for the communities. The three scenarios are:

- **Scenario A: Twin Cities/Outward Expansion** – This scenario forecasts a continuation of development trends in the recent past which will lead Pueblo West to capturing a greater share of regional growth and becoming a “second city” in the region.
- **Scenario B: Center City Revitalization** – This scenario still forecasts a diversification of uses in Pueblo West but also shows a greater capture of growth in the City of Pueblo, specifically in its city center.
- **Scenario C: Regional Centers** – This scenario forecasts a shift of development back to the City of Pueblo with that community capturing a greater share of new development and developing out two major community centers (downtown and the I-25/Highway 50 area). Pueblo West maintains is primarily bedroom community orientation with limited diversification of housing and commercial services.

The outcome of the analysis of these scenarios is an understanding of the impacts and benefits of various growth patterns. This work provided guidance for land use policy in the Comprehensive Plan and the future land use plan for the region.

Summary of Findings

The major findings from the fiscal impact analysis that were identified to guide Comprehensive Plan policy are summarized below. Findings specific to each entity are also summarized at the end of each entity's chapter.

1. ***The County and its partners should encourage most new development to locate within incorporated cities/towns or existing metropolitan districts.***

   New development in the unincorporated portions of the county generates a negative fiscal impact on the County's General Fund and adds infrastructure to its network that needs to be maintained. The County does not generate enough revenue to provide urban level services to these areas under current revenue sources. The capture of development in the City of Pueblo generates the greatest reduction in costs associated with new development. Growth within established metro districts can produce a net fiscal negative impact but the services these new developments need can be provided within the metro districts. The use of districts to provide municipal services for large developments should be encouraged if development is not in a metro district or incorporated town or city. The most pressing concern is the lack of fire protection services in portions of the county where fire protection districts do not exist.

2. ***The City of Pueblo should encourage and incentivize infill development in the city and limit annexations to areas only contiguous to the city and within existing service areas.***

   The City of Pueblo has large undeveloped areas within the city's boundaries that can accommodate a significant amount of new development. As well, there are developed areas in the city that need reinvestment and/or are underutilized. It is more fiscally beneficial for the City to encourage, incentivize in some cases, and invest in supporting new development to occur within its boundaries. New annexations to the city will necessitate the expansion of the City's infrastructure and services, which is less cost efficient in these new growth areas than within existing services areas. Annexation areas should only be considered in areas that can be serviced primarily by existing trunk infrastructure or are within existing services areas. Specifically, the considerations on the ability for existing fire stations to serve new development and location of new development relative to existing water and wastewater service basins should be a primary consideration. The City should also consider implementing funding tools that can help fund proactive investments in infrastructure and services in high growth areas. The use of

impact fees and other similar tools should be considered to allow the City to guide the path of growth to areas best suited, be proactive in accommodating desired developments, and reduce the up-front burdens on development projects.

3. ***Pueblo West should strive to balance the continued housing growth in the metro district with additional commercial services to maintain fiscal health.***

   The community's desired direction for Pueblo West was to have the area maintain is bedroom community character and not try to capture an increased share of regional growth. However, to maintain fiscal balance, the district needs to support a diversity of land uses, specifically continuing to capture commercial uses, and should consider accommodating more housing demand/ growth through denser housing products than the predominate 1-acre ranch housing option. Continued growth of the community may increase demands and desire for increased levels of services provided by the metro district. The metro district may need to consider additional funding options to be able to increase or even maintain levels of service. The recent implementation of a dedicated sales tax for expanded fire services is a positive change that will help maintain district fiscal sustainability. It may be possible that similar supplemental funding is needed for roadway maintenance.

4. ***The fiscal impact of Scenario C was found to be the most beneficial for the City of Pueblo and Pueblo County, while the impact of this scenario was the least positive for Pueblo West.***

   Scenario C encourages a growth pattern that captures the majority of development in the City of Pueblo and focuses new development within the community centers in Pueblo including Downtown and the Highway 50 and I-25 area. The fiscal impacts of each scenario on the General Fund for each entity are shown in Table 1.

Table 1. Scenario Evaluation Fiscal Impact Results

Description	County	City	Pueblo West
Scenario A			
Annual Revenues	$14,487,020	$11,045,562	$3,966,362
Annual Expenditures	$13,256,675	$11,208,494	$2,753,723
Net Fiscal Impact	**$1,230,345**	**$162,932**	**$1,212,640**
Scenario B			
Annual Revenues	$14,487,020	$12,642,416	$3,271,152
Annual Expenditures	$12,443,456	$11,485,283	$2,364,856
Net Fiscal Impact	**$2,043,564**	**$1,157,133**	**$906,295**
Scenario C			
Annual Revenues	$14,487,020	$14,066,280	$2,476,287
Annual Expenditures	$11,954,967	$12,433,336	$2,001,886
Net Fiscal Impact	**$2,532,053**	**$1,632,945**	**$474,400**

Source: Economic & Planning Systems

5. ***The City of Pueblo and Pueblo County should work together to develop guidelines and perimeters around the approval of large development projects outside the City of Pueblo in the incorporated portions of the county. A large project outside the city boundaries will produce significant fiscal impacts on both entities. These types of projects need to provide funding and service provision capabilities to be able to offset impacts on the County and City.***

   There have been multiple proposals and conceptual plans for large development projects in the northern portion of Pueblo County along I-25. The City and County should work together to develop an agreement to encourage annexation into the city for developments contiguous or feasibly serviced by the City of Pueblo. Large projects that are not next to the city boundaries should be required to meet guidelines for development provided by the County Code and within the Regional Comprehensive Plan to mitigate fiscal impacts of the project.

   A large project in the northern portion of the county may be an opportunity for the County and the City to expand its potential capture of growth due to the proximity to Colorado Springs. However, a major project far from the city's boundaries and supported through annexation or a metro district will generate significant capital and ongoing financial costs. A new project may also create competition for growth/investment with Pueblo West and/or the City, which may exacerbate disinvestment in existing portions of these communities. The extension of infrastructure to serve a project may not be supportable or cause service capacity issues (e.g., wastewater treatment capacity) that may be problematic and must be addressed and paid for by the development and a special district funding tool. Lastly, fire protection is nonexistent, aside from the services the County Sheriff provides, for much of the northern portion of the county and must be provided and funded by a new development. It is likely that it's too costly or inefficient for an existing district or the City to provide fire services to this area and thus a new fire protection district would be needed.

2. Fiscal Modeling Approach

The purpose of a fiscal impact analysis is to estimate the cost and revenue impacts from new development on annual operating budgets and departments in a variety of contexts. The analysis compares the estimated revenues generated by new development to the estimated costs of public services required to serve that development and determines the net fiscal impact (revenues minus expenditures).

Revenues and costs are estimated based on the budgets for each fund and department, and an assessment of potential effects of different types of development on each department or budget category. The revenue sources and expenditures that have the largest impact on the budget and are most directly tied to growth have a specific "case study" developed for them; these case study approaches use specific calculations to determine impact. For example, property tax is based on estimated assessed values multiplied by the applicable tax rates. Other items, such as administrative costs related to residential development, are based on average cost factors (such as "per capita" estimates).

The fiscal impact analysis is based on three main factors:

- **Amount and Type of Growth**: The amount of residential type (single family detached, single family attached, and multifamily) and employment type (retail, office, and industrial) based on forecasts of new jobs and households.
- **Location of Growth**: For this analysis, location was summarized by future land use category as well as by greenfield/infill. The difference in development patterns between land use, as well as the different impacts of greenfield and infill development, will both have fiscal implications.
- **Revenue and Cost**: Based on current revenue and expenditure patterns, these are the anticipated revenues and expenditures that will be generated because of new development.

Development Inputs

EPS developed a land demand forecast for both housing and employment uses in the community over the plan horizon (2020 to 2040). This analysis allocated forecast new jobs and households between four different housing product types and five employment development types. The number of new households and jobs within these development types were distributed among the future land use categories based on the land use intent of each category.

Three land use scenarios were developed by Clarion Associates and EPS using community input and feedback. The three scenarios represent varying amounts of capture of new jobs and households in the City of Pueblo, Pueblo West, and the unincorporated portion of Pueblo County. EPS estimated that there will be

demand in Pueblo County for 14,700 new housing units by 2040 and 4.25 million square feet of new nonresidential development. **Figure 1** provides a summary of the percent allocation of these new housing units and nonresidential development by the three communities with a description of the land use patten that is expected. The detailed forecast tables by scenario are provided in the **Appendix** in **Table 38**, **Table 39**, and **Table 40**.

Figure 1. Scenario Growth Allocations



Modeling Approach

Our approach to identifying the fiscal impacts based on the amount and type of growth in each scenario varies depending on the community and the governmental fund being analyzed. Through evaluation of the City of Pueblo, Pueblo West, and Pueblo County budgets, EPS developed the following high-level approach to modeling fiscal impacts within each community.

Each entity has a variety of governmental and nongovernmental funds. EPS identified the funds that are most directly impacted by new development and where a tangible connection could be made between land use decisions and the revenues and costs within that fund.

Average Cost Nexus Factors

EPS developed nexus factors that relate the budget item being estimated to the service population or other metric that is best associated with the impact. These factors are outlined below.

- **Per Person (Residents)** – This factor applies to total residents or population of the city or a given area (e.g., Place Type).
- **Peak Persons Served (Residents and Employees)** – Many services are affected by growth in both residents and employees. The purpose of this factor is to derive a population of persons served within a defined geography. The number of people each use generates is estimated using average person generation factor by use (e.g., average residents per household for single family and multifamily, and the average number of employees per square foot for retail, office, and industrial). Using the persons served approach means each new use will generate a number of people (i.e., one new single family housing unit will generate 2.5 people) which will be used to estimate costs and revenues based on the average cost per person. This factor is used in cases where the maximum amount of people in one place needs to be accounted for. In this case, the possible residents (based on persons per household) and employees (based on employees per square feet) are added together and not reduced to account for residents employed in the city.
- **Persons Served (Residents and Nonresident Employees)** – The persons served factor differs from the peak persons served in that it accounts for residents that are also employed in the city (or county) to not double count. The calculation of persons served equals residents plus nonresident employees (i.e., people employed in Pueblo but living outside the city).
- **Per Unit Measure of Infrastructure** – Impacts to the infrastructure networks and systems are sometimes estimated based on a unit measure of that type of infrastructure (e.g., “per centerline mile” or “per streetlight”) for portions of those fund’s expenditures related to maintenance and capital improvements. A new development’s impact will be judged based on the amount of new infrastructure needed to serve the development and the average cost per unit of measure.

Fixed and Variable Cost Adjustments

Directly applying the factors described above to new growth would be equivalent to using the average cost for each item, which can overstate cost impacts. For local governments, whose services are at or near capacity, the average cost method is a generally accepted technique for estimating fiscal impacts. However, many functions still need to be adjusted to account for higher levels of fixed cost and/or a less direct relation to growth. To account for this, “Percent Variable” adjustments were applied to average costs to more accurately capture the cost associated with growth and development. These adjustments range from 0 to 100 percent variability, depending on the category/type of revenue or cost.

A 0 percent variability factors implies that there is no relationship between the cost/revenue category and growth, while 100 percent variability implies a 1-to-1 relationship (i.e., the full cost/revenue increase is a result of growth). Most categories fall somewhere between, and for these a variability factor of between 25 percent, 50 percent, or 75 percent is applied. For example, a department that serves new development but also has significant administrative costs that are not directly related to growth may be modeled as 50 percent variable. In this case, if average cost factors are $20.00 per person, the model would apply a cost of $10.00 per person (applying the 50 percent variability) to population growth to calculate the cost of growth to this department.

The following process and assumptions were used in developing the "Percent Variable" adjustments to average costs.

- **Direct Service Categories** – These include departments that provide a service that is directly impacted by the rate and amount of new development in the city or county, such as development services (solid waste, police, fire, etc.). These types of services are estimated to be closely related to growth and increased population and are modeled using the average cost methodology (where costs are 100 percent variable). For the most impactful and directly related expenditure categories, specific case studies are developed that utilize alternative Nexus Factors and/or variable cost assumptions. As previously stated, these case study approaches are outlined below.
- **Indirect Cost Categories** – Some expenditure categories/departments, such as the City Manager and City Clerk, have a high level of fixed costs regardless of the size of a city. Costs in these types of departments and functions are estimated to be between 25 and 75 percent variable.
- **Functions with No Nexus or Relevance –** Some City functions were determined not to have any relationship to real estate development projects and have a 0 percent variability factor, which means they are not estimated or included in the model.

Static Model Approach

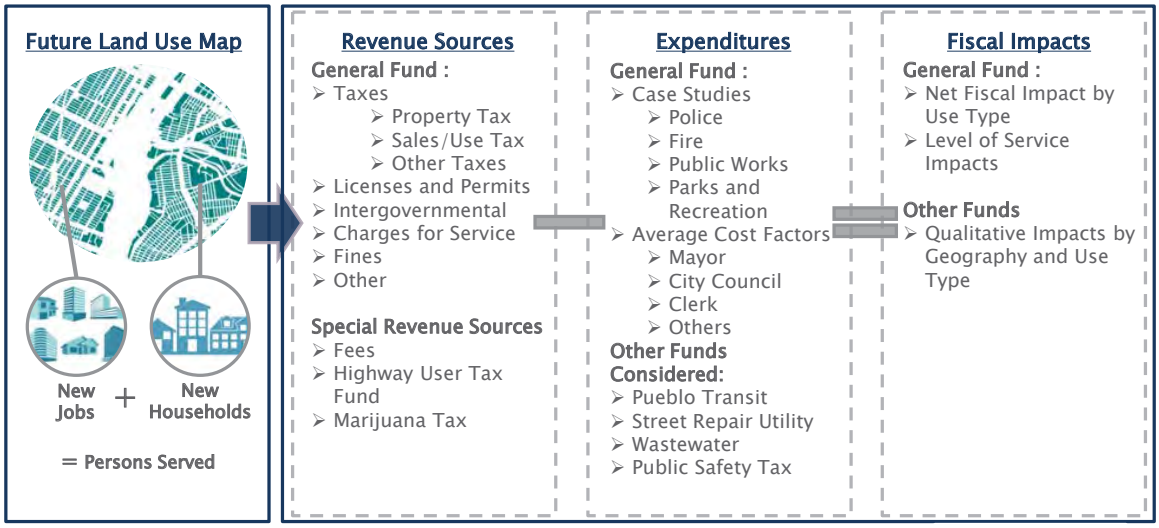
For this analysis, EPS utilized a static approach to modeling future revenues and costs. This means that we did not use growth or escalation rates for revenues or costs, and estimated impacts in constant dollars. The static model approach is preferred for several reasons. First, identifying reliable and accurate growth or escalation numbers for major revenue sources and expenditure items is difficult and may not accurately project likely future conditions. Second, variations in growth or escalations - even minor ones - can cause major differences in costs and revenues that may misrepresent fiscal impacts. Third, cities and counties plan for the long term. Development that is built and at stabilized occupancy has long term fiscal impacts best modeled, in our opinion, in the static end state.

3. City of Pueblo Model

This chapter details the approach and results of modeling the fiscal impact of residential and nonresidential development on the General Fund for the City of Pueblo. It provides an overview of the components of the General Fund that are impacted by new development, outlines the approach to modeling the impact of growth, and reports on findings of the fiscal impact analysis.

A summary of the approach used for the City of Pueblo is provided in **Figure 2**. This figure identifies the major General Fund revenues and expenditures that were analyzed, as well as any specific revenue sources or enterprise/business type funds that may be impacted by growth.

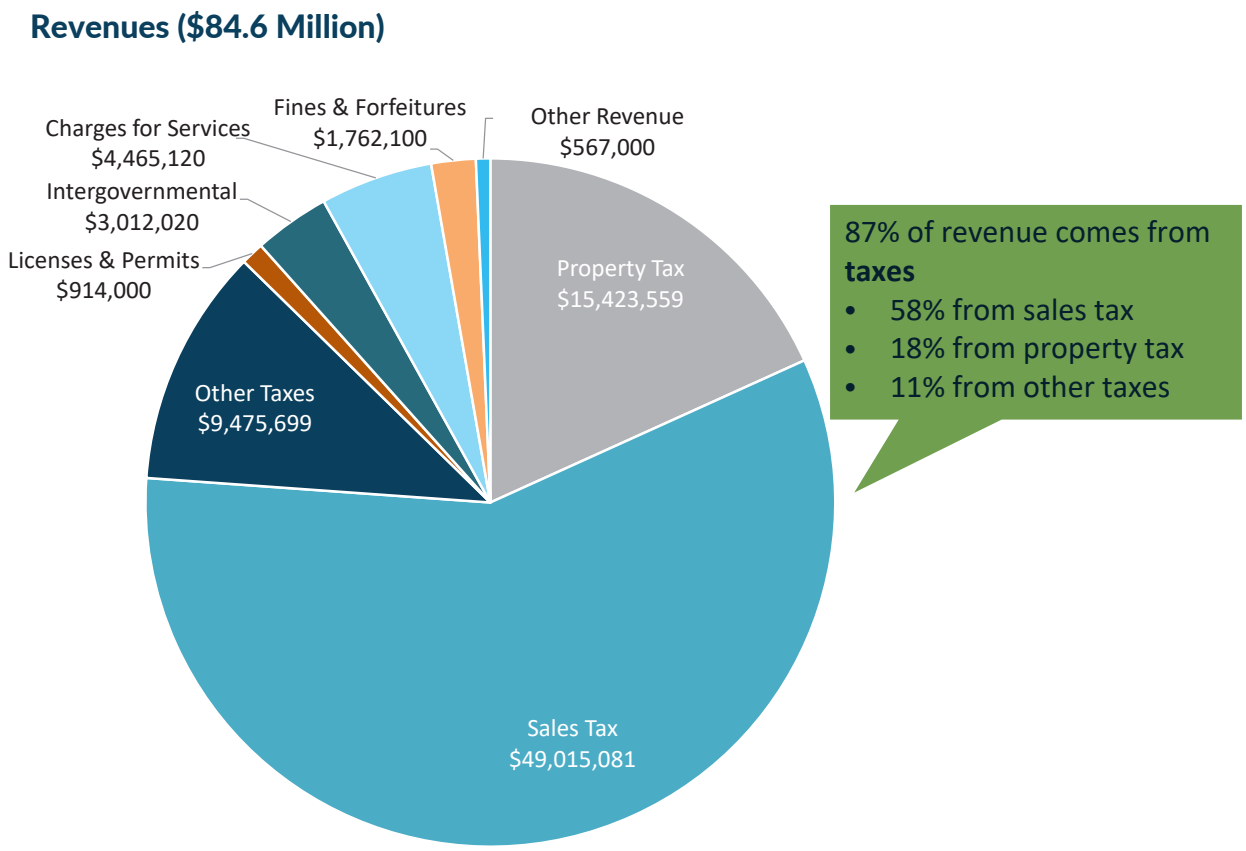
Figure 2. City of Pueblo Fiscal Impact Model Approach Summary



Revenues

This section summarizes the major revenue sources for the General Fund and outlines the approach to modeling the fiscal impact of growth on each revenue source. There are six major categories of revenues within the General Fund and the percent of revenue per source is shown in **Figure 3**. Note that the General Taxes category is broken out to show property tax and sales tax independently. Sales tax is the largest revenue category, accounting for 58 percent of General Fund revenue budgeted for in the 2021 Budget ($49 million). Property tax is the second largest revenue category, at $15.4 million or 18 percent of General Fund revenue. As the two largest revenue categories, and with direct connections to growth in the city, these two revenue streams were modeled using the case study approach. The remaining revenue categories were modeled using average revenue factors.

Figure 3. City of Pueblo General Fund Revenues, 2021



Property Tax

The per-unit property tax revenues generated are summarized in **Table 2**. As shown, for residential uses the single family detached housing product types (Pueblo Ranch and Traditional Single Family) generate the highest per-unit revenue ($279). For commercial development, retail and service/hospitality uses generate the greatest amount of property tax on a square footage basis, at $0.91 per square foot, while industrial uses generate only $0.34. However, industrial uses will tend to be larger, and thus may generate a similar amount of tax revenue on a per-property basis.

Based on these tax generation factors, a growth scenario with more single family detached housing will generate more property tax revenue, as this housing type has the highest property value and thus generates the highest level of property taxes. However, as the rest of the model will show, it is important to consider the costs to serve various types of growth as well to get a comprehensive picture of the net fiscal impact on the city of new development.

Table 2. City of Pueblo Property Tax Revenue per Unit

Description	Market Value per Unit/Sq. Ft.	Assessment Ratio	Assessed Value per Unit	Mill Levy	Revenue Per Unit
Residential					
Pueblo Ranch	$250,000	7.15%	$17,875	15.633	$279
Traditional Single Family	$250,000	7.15%	$17,875	15.633	$279
Attached	$200,000	7.15%	$14,300	15.633	$224
Multifamily	$150,675	7.15%	$10,773	15.633	$168
Total Residential					**$951**
Commercial					
Retail	$200	29.00%	$58	15.633	$0.91
Service/Hospitality	$200	29.00%	$58	15.633	$0.91
Office/Institutional	$150	29.00%	$44	15.633	$0.68
Industrial/Flex	$75	29.00%	$22	15.633	$0.34
Heavy Industry/Land Based	$75	29.00%	$22	15.633	$0.34
Total Commercial					

Source: Economic & Planning Systems

Sales Tax

EPS developed a retail sales flow mode to estimate the portion of retail sales generated by residents, nonresident employees, and visitors. The retail sales flow model uses average household incomes and per employee spending factors to estimate the potential spending on retail goods generated by residents and workers in the city. The potential retail spending is distributed by retail store category based on the US Census of Retail Trade (2017) for Colorado. The retail spending expenditure potential was then compared to actual sales per store category (3- and 4-digit retail trade NAICS categories) to determine what portion of sales the City of Pueblo captures comes from residents, nonresident workers, and visitors. EPS estimates that Pueblo residents account for approximately 50 percent of sales made in the city. Nonresident workers account for approximately 30 percent, and visitors to the community contribute 20 percent.

EPS estimated annual retail spending per resident and per nonresident employee/ worker using the retail sales flow model. The City's 3 percent sales tax rate was then applied to the sales per category to estimate the amount of sales tax revenue an average person or nonresident worker will generate annually. Each new resident is estimated to generate $7,051 in annual sales tax from retail spending and each new nonresident worker is estimated to generate $3,954 in annual sales tax revenue, as shown **Table 3**.

Table 3. City of Pueblo Resident and Employee Retail Sales Factors

Description	Sales Per Capita	Sales Per Employee
Convenience Goods		
Food and Beverage Stores	$2,149	$575
Health and Personal Care	$372	$616
Total Convenience Goods	**$2,521**	**$1,192**
Shopper's Goods		
General Merchandise	**$1,111**	**$810**
Other Shopper's Goods		
Clothing & Accessories	$422	$204
Furniture & Home Furnishings	$269	
Electronics & Appliances	$207	$175
Sporting Goods, Hobby, Book, & Music Stores	$244	$219
Miscellaneous Retail	$335	$408
Subtotal	**$1,477**	**$1,006**
Total Shopper's Goods	**$2,588**	**$1,816**
Eating and Drinking	**$1,208**	**$946**
Building Material & Garden	**$734**	**$0**
Total Retail Goods	**$7,051**	**$3,954**

Source: Economic & Planning Systems

Property and Sales Tax Findings

The estimated revenue per scenario from property tax and sales tax is summarized in **Table 4**. Scenario C generates the most revenue from property and sales tax ($4.5 million and $5.0 million respectively). The revenue from these sources is driven largely by the estimate capture of new development each scenario forecasts. Scenario C has the highest rate of capture of new development in the City of Pueblo, which as a result produces the most revenue.

Table 4. City of Pueblo Property and Sales Tax Evaluation Summary

	Scenario A	Scenario B	Scenario C
Property Tax • Based on property values of new development • Higher-valued property (e.g. single family residential) generates more revenue	• **$3.3 million** new revenue • Least capture of development within City • Lowest property tax revenue	• **$3.9 million** new revenue	• **$4.5 million** new revenue • Greatest capture of development within City • Highest property tax revenue
Sales Tax • Based on per-capita spending factors for new residents, new non-resident employees • Applies City's 3% sales tax rate (only General Fund revenue)	• **$4.0 million** new revenue	• **$4.6 million** new revenue	• **$5.0 million** new revenue

Other General Fund Revenues

Property and sales taxes generate 76 percent of the City's General Fund revenue. The other revenue sources are important but not as significant to fiscal health. Other revenue sources for the General Fund are:

- Licenses, Fees, Fines
- Intergovernmental—State
- Charges for Services
- Fines and Forfeitures
- Other Revenue

The modeling approach and per new resident or nonresident employee factor for each revenue source are shown in **Table 5**. EPS estimates that each new resident or nonresident employee in the city generates $150 in General Fund revenue annually (in addition to sales and property tax).

Table 5. City of Pueblo Other General Fund Revenue Source Per Person Factors

Description	2019 Actual	Factors					
		Nexus Factor	Nexus Factor Detail		Gross Factor	Variability	Net Factor
General Taxes							
Property Tax	$14,152,422	Case Study	---	$	-	---	---
Sales Tax	$50,833,835	Case Study	---	$	-	---	---
Other Taxes[1]	$10,629,918	Persons Served (PS)	122,620	$	87	100%	$ 87
Total General Taxes	$75,616,175						
Licenses & Permits	$1,016,348	Persons Served (PS)	122,620	$	8	100%	$ 8
Intergovernmental	$4,451,497	No Nexus	---	$	-	---	---
Marijuana - County Revenue Share	$666,868	Per Resident	112,251	$	6	100%	$ 6
Charges for Services	$4,774,984	Persons Served (PS)	122,620	$	39	100%	$ 39
Fines & Forfeitures	$2,362,430	Persons Served (PS)	122,620	$	19	50%	$ 10
Other Revenue	$1,319,884	No Nexus	---	$	-	---	---
Transfers In	$4,780,340						
Total Revenue	**$94,321,656**						
Total Net Transfers	**$89,541,316**						

[1] Includes Use Tax, Excise Tax, *** Tax, *** Tax

Source: City of Pueblo 2021 Adopted Budget; Economic & Planning Systems

Expenditures

This section summarizes the major expenditure sources for the City of Pueblo's General Fund, outlines the approach to modeling the fiscal impact of growth on each expenditure source, and reports the results of the fiscal impact modeling.

There are 9 major categories of expenditures within the General Fund, as shown in **Figure 4**. Public Safety departments (police and fire) account for the majority of the City's annual General Fund expenditures (59 percent in 2021 or $50 million). General Government is the third largest expenditure category, at $10 million or 12 percent of General Fund expenditures, followed by Public Works (9 percent) and Parks and Recreation (8 percent).

Figure 4. City of Pueblo General Fund Expenditures, 2021

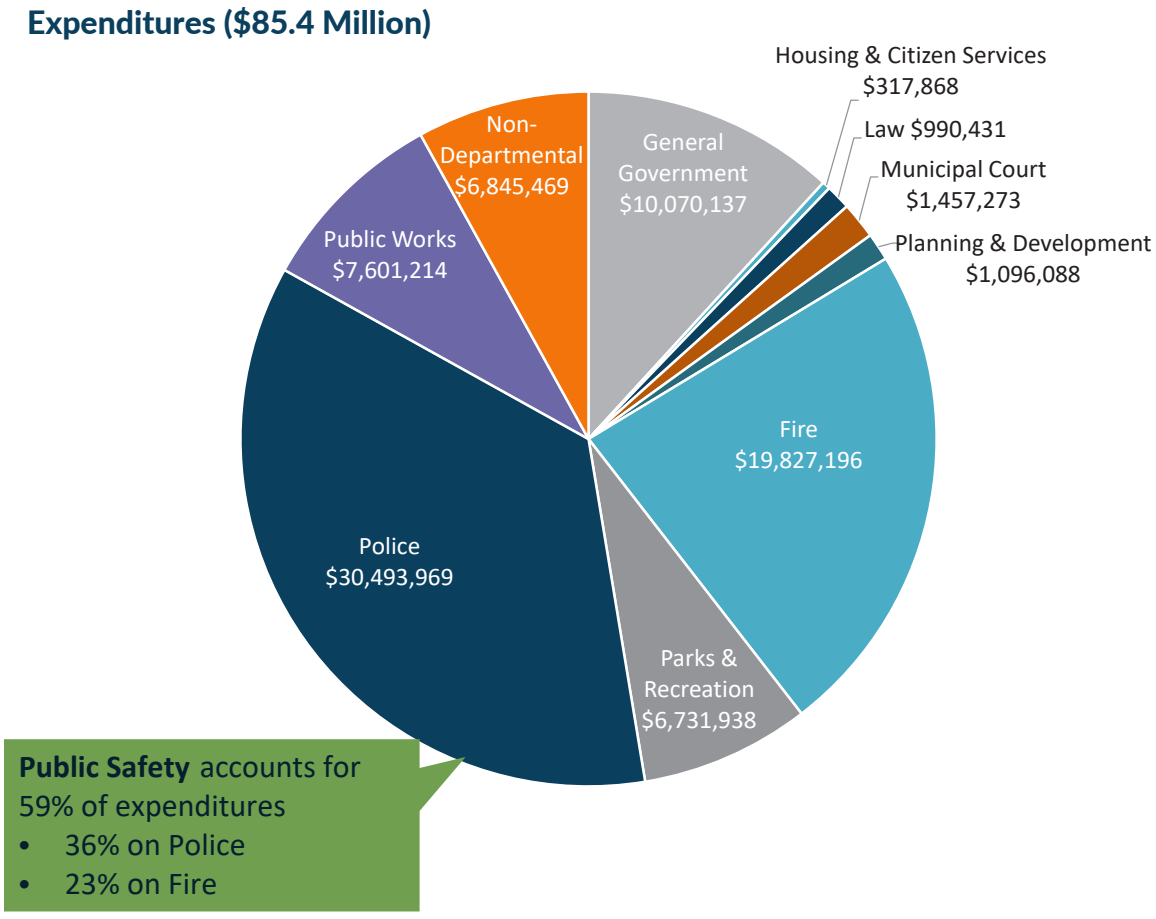


Table 6 provides a summary of the modeling approach used for each major expenditure category. Case studies were developed for four categories and are described below in more detail. An average cost factor with a corresponding variability estimate were used to estimate annual expenditures for the remaining categories. The expected annual expenditures per each new resident or nonresident employees is $100.

Table 6. Pueblo General Fund Expenditures – Nexus to Growth and Variability

Description	2019 *Actual*	Factors							
		Nexus Factor	Nexus Factor Detail		Gross Factor	Variability		Net Factor
General Government	$8,135,937	Persons Served (PS)	122,620	$	66	25%	$	17
Housing & Citizen Services	$330,076	Per Resident	112,251	$	3	100%	$	3
Law	$921,105	Persons Served (PS)	122,620	$	8	100%	$	8
Municipal Court	$1,152,911	Persons Served (PS)	122,620	$	9	100%	$	9
Planning & Development	$1,013,185	Persons Served (PS)	122,620	$	8	100%	$	8
Fire	$18,835,383	Case Study	---	$	-	---		---
Parks & Recreation	$5,939,890	Case Study	---	$	-	---		---
Police	$29,314,051	Case Study	---	$	-	---		---
Public Works	$6,723,038	Case Study	---	$	-	---		---
Non-Departmental	$6,783,328	Persons Served (PS)	122,620	$	55	100%	$	55
Transfers to Other Funds	$12,675,681							
Total Expenditures	**$91,824,586**							
Total Net Transfers	**$79,148,905**							

Source: City of Pueblo 2021 Adopted Budget; Economic & Planning Systems

Police

The Pueblo Police Department has an annual budget of $30.5 million. Most of this budget (94 percent) is for personnel costs (wages and benefits) for the department's employees. The City has 115 patrol officers providing police services to the community and handles 138,000 calls for services each year. New development has the biggest impact on the need for patrol officers and investigation-related staff. Generally, as the community grows, the need for additional patrol officers grows as well, with annual calls for service typically used as the measure for the need for personnel.

Given the service characteristics of the Police Department and the impact of growth on service needs, a persons served factor works to incorporate the impacts of increased demand for service from both new residents and new employees/businesses in the city. For the purposes of modeling the impacts of growth on service needs and cost to provide service, both major expenditure categories for the department are modeled as 75% variable with growth. The reduction from 100% accounts for fixed costs related to department administration. Each new resident or nonresident employee in the city generates $180 annually in added costs to the General Fund, as shown in **Table 7**.

Table 7. Pueblo Police Department Cost Allocation Method and Factors

Description	2019 *Actual*	Growth Factors					
		Nexus Factor	Nexus Factor Detail		Gross Factor	Variability	Net Factor
Expenditures							
Personnel (Wages & Benefits)	$27,249,429	Persons Served (PS)	122,620	$	222	75%	$ 167
Operating	$2,050,923	Persons Served (PS)	122,620	$	17	75%	$ 13
Total	**$29,300,352**						

Source: Economic & Planning Systems

Table 8 summarizes the impacts of growth on the City of Pueblo's Police Department. Generally, the more growth captured in the City of Pueblo the higher the cost to serve the community is. As a result, the cost to provide police services increases with each scenario as the amount of growth captured in the city increases. The estimated new annual expenditures for police services in Scenario A is $3.4 million, which increases to $4.2 million in Scenario C. The location of development can have impacts on service needs but the cost implications are either too small or too location specific to warrant or allow for modeling. The one major potential impact of the scenarios was identified in Scenario A. In this scenario, EPS considered the possibility of development of a large community to the north of the existing city limits and separated from the core of the community by approximately five miles. In this case, the police department may need to build a substation to service this growth. This cost was not modeled due to the level of uncertainty but is a major consideration for annexations of this type.

Table 8. Pueblo Police Department Scenario Findings

	Scenario A	Scenario B	Scenario C
Demand for Service	• More growth in City leads to more demand for service • Location of growth can impact service needs (not currently in model) • Outlying growth may require substation – cost related to a substation has not been estimated		
Cost to Serve	• **$3.4 million** new expenditures • Costs based on new residents + employees • Least capture of development within City	• **$3.8 million** new expenditures	• **$4.2 million** new expenditures • Greatest capture of development within City

Fire and Emergency Services

The Pueblo Fire Department has an annual budget of $19.8 million. Most of this budget (95%) is used for personnel costs, similar to the Police Department. The department uses 10 fire stations spread throughout the community to provide services. Each station has a fire engine, and some also have supporting EMS or ladder trucks to support services. The Fire Department currently handles 25,000 calls for service annually and calls are anticipated to grow by 6 to 9 percent annually going forward. This highlights the impact of ensuring land use patterns help support efficient fire service for the community.

The Pueblo Fire Department is required to meet certain “level of service” standards, based on call response time, to provide needed services to the community and maintain insurance ratings. These standards influence station location decisions. Call volume is not uniform across stations, but instead station location is dependent on the surrounding population and employment density, and the ability of the apparatus at that station to respond within the given level of service standard. Because of this service nature, the impact of new development on Pueblo Fire varies depending on the location and type of growth.

Each fire station has a service area, which is most often defined by the response time of a fire engine from the station. New development that is outside of existing fire service areas for existing fire stations can create significant impacts on response times and often triggers the need for new station and associated fire personnel and capital equipment. The Pueblo Fire Department estimates each new fire station will increase annual operating costs by $1 million annually in addition to the capital funds needed to build a new station and provide new fire apparatus.

EPS estimated the annual increase in expenditures for fire service generated by a new household, with the assumption that existing fire stations can service most of the potential growth areas within the city's current boundaries. A per household factor was used to estimate costs, as households are the best indicator of fire service needs given that fire service is most directly tied to the amount and location of new residential development. EPS estimates that each new household will increase annual costs to the department by $361 per year, as shown in **Table 9**.

Annexation of a new development into the City of Pueblo has the potential to trigger the need for another fire station. The Fire Department is already anticipating the need for a new fire station in the northwest portion of the city to accommodate growth in the area near Pueblo Boulevard and Highway 50, including potential annexations to the city north of Highway 50. Any additional large-scale annexations, especially ones in areas not immediately adjacent to the city boundaries, will likely trigger needs for additional new stations (outside of the Highway 50 and Pueblo Boulevard area).

Table 9. Pueblo Fire Cost Allocation Method and Factors

Description	2019 *Actual*	Growth Factors						
		Nexus Factor	Nexus Factor Detail		Gross Factor	Variability		Net Factor
Expenditures								
Personnel (Wages & Benefits)	$17,779,335	Per Household	45,762	$	389	88%	$	342
Operating	$985,924	Per Household	45,762	$	22	88%	$	19
Total	**$18,765,259**							
Growth Costs (New Stations)								
New Stations Needed								
Cost per New Station	**$1,000,000**							
Total Station Cost								
Total Fire Costs								

Source: Economic & Planning Systems

Table 10 provides a summary of the demand and cost to serve findings from the evaluation of the three scenarios. As shown, Scenario A generates $3.8 million in new annual expenditures, Scenario B generates $3.3 million, and Scenario C falls in the middle generating $3.6 million. Despite having the lowest capture of new housing, Scenario A produces the highest estimated increase in annual expenditures for the Fire Department. This is due primarily to the location of development and the greater share of housing (relative to commercial uses) forecast in Scenario A. As mentioned previously, large annexations to the city will likely trigger the need for a new fire station, which will significantly increase costs. Scenario A envisions growth of the city's boundaries, and so costs may be higher in this scenario than currently estimated depending where/if annexation activity

occurs. Scenario B has the lowest estimated increase in annual cost to the department. This is due to the lower amount of growth captured in Scenario B versus Scenario C. Scenario B also tries to focus new development in the core of the City of Pueblo, which is more efficient to serve with existing fire stations and apparatus.

Table 10. Pueblo Fire Department Scenario Findings

	Scenario A	Scenario B	Scenario C
Demand for Service	• Large amount of development north of the City **necessitates new station** • The location of development impacts need for station more than amount of growth	• More centralized development does not require new station	• More centralized development does not require new station
Cost to Serve	• **$3.8 million** new expenditures • Costs based on new households • Costs associated with new station personnel **($1 million/ year**) • No capital cost estimated	• **$3.3 million** new expenditures • Costs based on new households	• **$3.6 million** new expenditures • Costs based on new households

Public Works

The Department of Public Works has a budget of $7.6 million; just over two-thirds of this (68 percent) goes to personnel (wages and benefits). The department provides a variety of services, with street maintenance being most directly related to growth and new development. Currently, Public Works provides street maintenance for approximately 500 miles of paved streets.

As shown in **Table 11**, costs associated with new growth were calculated in two ways. Personnel expenses are estimated on a persons served basis, accounting for additional costs to serve both new residents and nonresident employees. Overall costs to the department are approximately $37 per person served. Operating expenses are estimated based on new lane miles associated with new development; these were estimated based on the amount of greenfield development, by type (e.g., single family, multifamily, retail, office). As shown, the department incurs a cost of approximately $4,233 dollars per lane mile.

Table 11. Pueblo Public Works Cost Allocation Method and Factors

Description	2019 *Actual*	Growth Factors					
		Nexus Factor	Nexus Factor Detail		Gross Factor	Variability	Net Factor
Expenditures							
Personnel (Wages & Benefits)	$4,544,371	Persons Served (PS)	122,620	$	37.06	100%	$ 37.06
Operating	$2,116,248	Lane Miles	500	$	4,232.50	100%	$ 4,232.50
Total	**$6,660,619**						

Source: Economic & Planning Systems

The cost to serve growth associated with each scenario is summarized in **Table 12**. There is a difference of a mere $151,000 across scenarios, with a total cost of $979,000 associated with Scenario A and $1.13 million with Scenario C. It is important to note, however, that in Scenario B and Scenario C a great deal more growth is being captured within the city, and in both scenarios the amount of greenfield development is lower, resulting in fewer miles of new road.

Table 12. Pueblo Public Works Scenario Evaluation Findings

	Scenario A	Scenario B	Scenario C
Demand for Service • Greenfield development requires new roads • Infill development served by existing infrastructure	• Smallest capture of growth in City, but greatest proportion of greenfield development • **66 miles** new road	• More growth in City, but significant infill development • **62 miles** new road	• Most growth in City, but greatest amount of infill development • **63 miles** new road
Cost to Serve • Overall maintenance costs (personnel) based on total new development • New roads (operating) based on greenfield development	• **$979,000** new expenditures • **28%** of expenditures related to new roads	• **$1.05 million** new expenditures • **25%** of expenditures related to new roads	• **$1.13 million** new expenditures • **24%** of expenditures related to new roads

Parks and Recreation

The City of Pueblo Department of Parks and Recreation has an annual budget of $6.7 million, 75 percent of which goes to personnel (wages and benefits). The department manages 682 acres of park space, as well as recreation services and programs. When new residential development occurs, a parkland requirement is imposed; while this provides the land for new park space, the capital and operating costs of that space are borne by the City. While recent developments have been creating metro districts to fund the develop and take care of maintenance of new parks, this analysis assumes that any new parkland is incorporated into the Parks and Recreation Department.

Costs to Parks and Recreation associated with new growth were broken out into two categories – personnel, which applies to all types of growth (infill and greenfield), and operating, which only applies to greenfield development (which is associated with net new park acreage). This assumes that infill development can be served through existing parkland, with an associated increase in staffing needs, while greenfield development will require additional staffing in addition to increased operations costs associated with new park space.

Table 13 outlines the expenditure factors associated with new development. Using the City's current level of park service, a factor of 14.90 acres per 1,000 households was calculated and applied to new greenfield development. As shown, this results in an average of 108 acres of new parks required because of new development. The cost to serve this growth is nearly $2,500 per acre in operating expenses, in addition to $45 per resident for personnel/staffing (applied to both greenfield and infill growth).

Table 13. Pueblo Parks and Recreation Cost Allocation Method and Factors

Description	2021 *Adopted Budget*	Growth Factors					
		Nexus Factor					
		Nexus Factor	Detail	Gross Factor	Variability	Net Factor	
Expenditures							
Personnel (Wages & Benefits)	$5,031,373	Per Resident	112,251	$ 45	100%	$	45
Operating	$1,700,565	Park Acreage	682	$ 2,493	100%	$	2,493
Total	**$6,731,938**						
Park Acres	682						
New Development (Housing Units)	45,762	Scenario A	Scenario B	Scenario C			
Infill		638	2,018	2,679			
Greenfield/Annexation		7,333	7,153	7,242			
Total		**7,971**	**9,171**	**9,921**			
Acres per 1,000 Household	14.90						
New acreage (greenfield)		109.3	106.6	107.9			

Source: Economic & Planning Systems

Table 14 summarizes the demand and cost to serve each of the three growth scenarios. As shown, the key drivers of differentiation are the capture of growth and level of greenfield development. While the overall level of growth varies among scenarios, the cost to serve this growth for Parks and Recreation only varies by $160,000 across all scenarios. While Scenario A has more greenfield development than the other scenarios, less growth is captured within the city which leads to a lower overall cost to serve ($1.07 million annually). Scenario B and Scenario C, while having much more infill development, also have a higher capture of growth within the city which leads to a higher overall cost to serve ($1.16 million in Scenario B and $1.23 million in Scenario C).

Table 14. Pueblo Parks and Recreation Scenario Evaluation Findings

	Scenario A	Scenario B	Scenario C
Demand for Service	• Large amount of greenfield development necessitates new park acreage • **109 acres** new park space	• More development in City than Scenario A, but also more infill • **107 acres** new park space	• Highest City capture of growth, but more infill development requires less park acreage (built-out areas have sufficient park space) • **108 acres** new park space
Cost to Serve	• **$1.07 million** new expenditures • Costs based on new residents (all growth), new park space (greenfield development)	• **$1.16 million** new expenditures	• **$1.23 million** new expenditures

Net Fiscal Impact – General Fund

EPS compared the estimated annual revenues generated in each scenario to the estimated annual expenditures to estimate the net fiscal impact on the City's General Fund. **Table 15** provides a summary of the results of the evaluation. Scenario A results in a net negative impact on the General Fund of $163,000 annually. This is essentially a neutral or minimal impact. Scenarios B and C generate a net positive fiscal impact annually of over $1 million.

The estimated revenues in each scenario vary based on the capture of growth within the city, but not by location of growth. New development in greenfield areas is more costly to serve and often requires new infrastructure. Scenario A forecasts a greater capture of growth in greenfield areas.

Table 15. City of Pueblo General Fund Net Fiscal Impact by Scenario

Description	Nexus Factor	Scenario A Scenario Growth	Scenario B Scenario Growth	Scenario C Scenario Growth
GENERAL FUND REVENUES				
General Taxes				
Property Tax	Case Study	$3,318,591	$3,894,243	$4,537,271
Sales Tax	Case Study	$4,048,279	$4,577,680	$4,995,182
Other Taxes[1]	Persons Served (PS)	$1,640,788	$1,852,393	$2,017,627
Licenses & Permits	Persons Served (PS)	$156,879	$177,111	$192,909
Marijuana - County Revenue Share	Per Resident	$105,805	$118,358	$127,546
Charges for Services	Persons Served (PS)	$737,046	$832,099	$906,323
Fines & Forfeitures	Persons Served (PS)	$182,327	$205,841	$224,202
Total GF Revenues		**$10,189,715**	**$11,657,725**	**$13,001,062**
OTHER REVENUES				
Highway User Tax Fund	Case Study	$855,847	$984,691	$1,065,218
Total Other Revenues		**$855,847**	**$984,691**	**$1,065,218**
Total Revenue		**$11,045,562**	**$12,642,416**	**$14,066,280**
GENERAL FUND EXPENDITURES				
General Government	Persons Served (PS)	$313,957	$354,447	$386,063
Housing & Citizen Services	Per Resident	$52,370	$58,583	$63,131
Law	Persons Served (PS)	$142,178	$160,514	$174,832
Municipal Court	Persons Served (PS)	$177,958	$200,909	$218,830
Planning & Development	Persons Served (PS)	$156,391	$176,560	$192,309
Fire	Case Study	$3,876,372	$3,309,397	$3,580,038
Parks & Recreation	Case Study	$1,070,787	$1,158,812	$1,231,441
Police	Case Study	$3,392,007	$3,829,458	$4,171,048
Public Works	Case Study	$979,429	$1,054,526	$1,128,124
Non-Departmental	Persons Served (PS)	$1,047,045	$1,182,078	$1,287,520
Total Expenditures		**$11,208,494**	**$11,485,283**	**$12,433,336**
NET BALANCE		($162,932)	$1,157,133	$1,632,945

Source: Economic & Planning Systems

EPS identified some major considerations related to the type of development and the scenarios that were used to develop plan policies. These findings are summarized below.

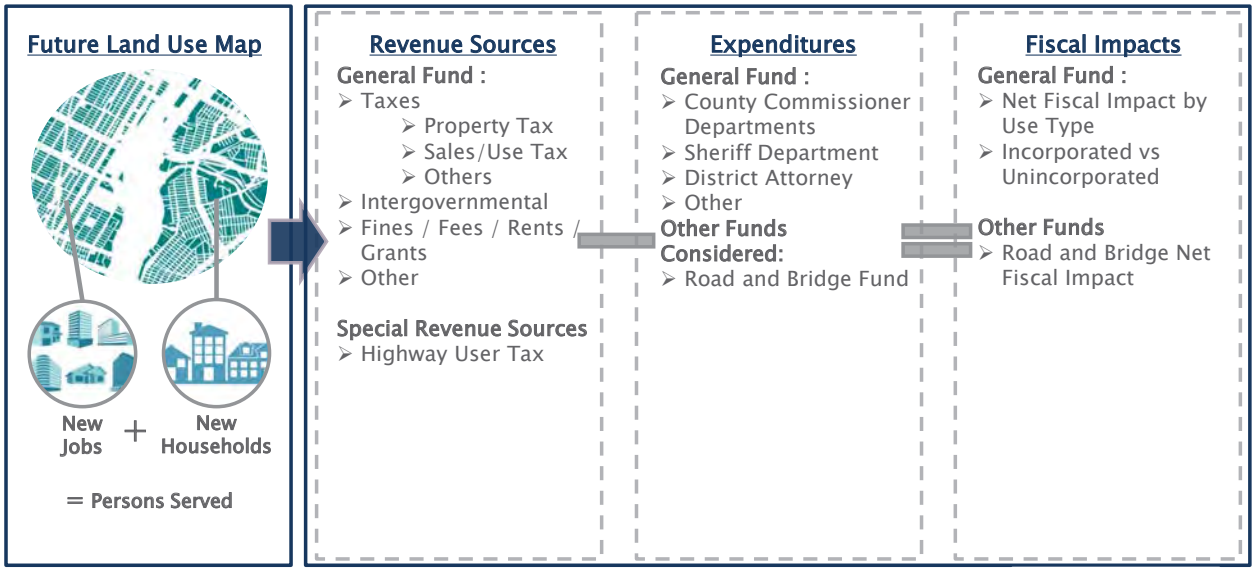
- The type of residential development (single family detached vs. single family attached vs. multifamily) has varying impacts on fiscal balance. While single family homes produce more revenue on average, they tend to generate greater costs due to the low density of the development (i.e., increase roadway maintenance) and are less efficient to serve.
- Nonresidential uses most often help support fiscal health. The capture of these uses in the City of Pueblo is most beneficial for the region. Generally, fiscal health of the community is best when the capture of residential and nonresidential uses is balanced.
- The location of new development creates differing fiscal impacts. Greenfield areas need new infrastructure that increases the network of infrastructure to maintain. The City of Pueblo has existing service capacity within undeveloped portions of the city, which are already served and can more efficiently serve new residents and businesses. Annexation most often triggers significant increases in cost when annexation areas are not able to be served by existing facilities (e.g., fire stations, police station).

4. Pueblo County

This chapter details the approach and results of modeling the fiscal impact of residential and nonresidential development on the General Fund and Road and Bridge Fund for Pueblo County. It provides an overview of the components of the General Fund that are impacted by new development, outlines the approach to modeling the impact of growth on both funds, and reports on findings of the fiscal impact analysis.

A summary of the approach used for Pueblo County is provided in **Figure 2**. This figure identifies the major General Fund revenues and expenditures that were analyzed, as well as any specific revenue sources or enterprise/business type funds that may be impacted by growth.

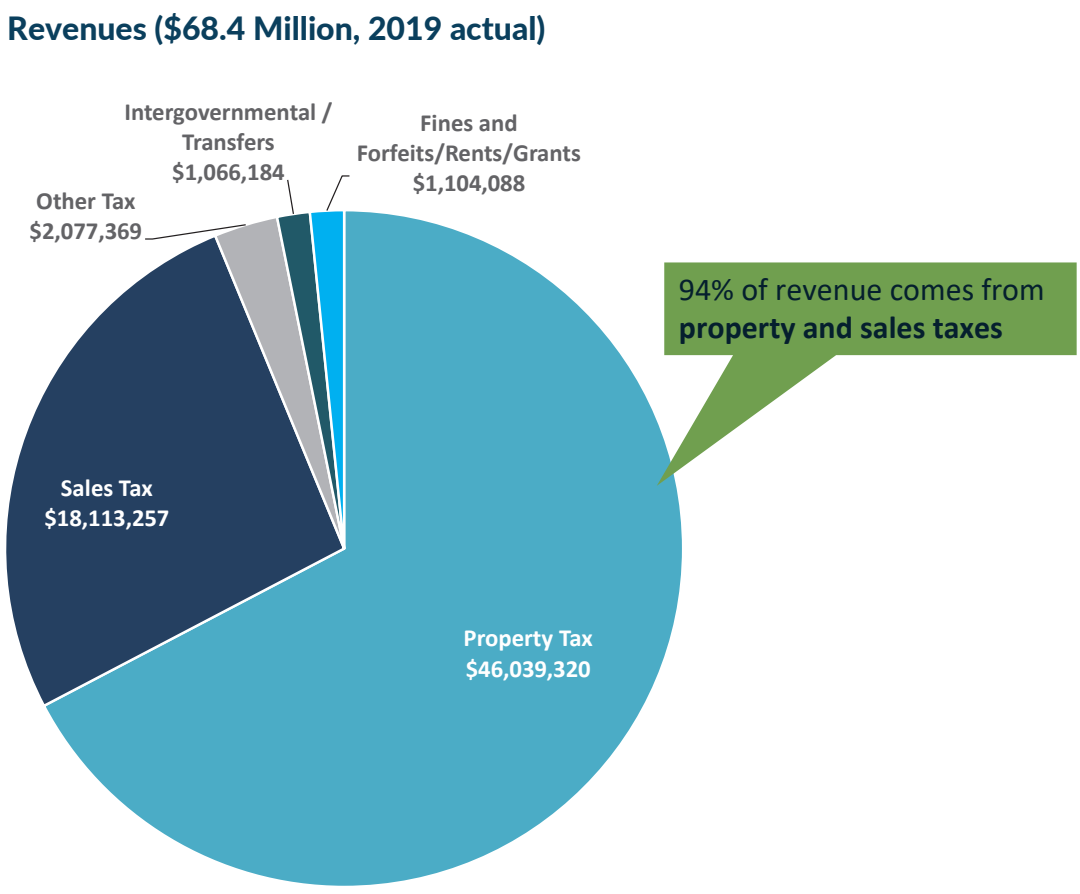
Figure 5. Pueblo County Fiscal Impact Model Approach Summary



Revenues

This section summarizes the major revenue sources for the General Fund and outlines the approach to modeling the fiscal impact of growth on each revenue source. There are five categories of revenues within the General Fund and the amount of revenue per source is shown in **Figure 3**. Property Tax is the largest revenue category, accounting for 67 percent of General Fund in 2019 ($46 million). Sales Tax is the second largest revenue category, at $18 million or 21 percent of General Fund revenue. These two revenue streams were modeled using the case study approach. The remaining revenue categories were modeled using average revenue factors.

Figure 6. Pueblo County General Fund Revenues, 2019



Property Tax

The per-unit property tax revenues generated are summarized in **Table 16**. As shown, for residential uses the single family detached housing product types (Pueblo Ranch and Traditional Single Family) generate the highest per-unit revenue ($423). For commercial development, retail and service/hospitality uses generate the greatest amount of property tax on a square footage basis, at $1.37 per square foot, while industrial uses generate only $0.51. However, industrial uses will tend to be larger, and thus may generate a similar amount of tax revenue on a per-property basis.

Based on these tax generation factors, a growth scenario with more single family detached housing will generate more property tax revenue, as this housing type has the highest property value and thus generates the highest level of property taxes. However, as the rest of the model will show, it is important to consider the costs to serve various types of growth as well to get a comprehensive picture of the net fiscal impact on the city of new development.

Table 16. Pueblo County Property Tax Revenue per Unit

Description	Market Value per Unit/Sq. Ft.	Assessment Ratio	Assessed Value per Unit	Mill Levy	Revenue Per Unit
Residential					
Pueblo Ranch	$250,000	7.15%	$17,875	23.646	$423
Suburban Single Family	$250,000	7.15%	$17,875	23.646	$423
Attached	$200,000	7.15%	$14,300	23.646	$338
Multifamily	$150,000	7.15%	$10,725	23.646	$254
Total Residential					
Commercial					
Retail	$200	29.00%	$58	23.646	$1.37
Service/Hospitality	$200	29.00%	$58	23.646	$1.37
Office/Institutional	$150	29.00%	$44	23.646	$1.03
Industrial/Flex	$75	29.00%	$22	23.646	$0.51
Heavy Industry/Land Based	$75	29.00%	$22	23.646	$0.51
Total Commercial					
Total Property Tax					

Source: Economic & Planning Systems

Sales Tax

EPS developed a retail sales flow mode to estimate the portion of retail sales generated by residents, nonresident employees, and visitors to the County. The retail sales flow model uses average household incomes and per employee spending factors to estimate the potential spending on retail goods generated by residents and workers in the County. The potential retail spending is distributed by retail store category based on the US Census of Retail Trade (2017) for Colorado. The retail spending expenditure potential was then compared to actual sales per store category (3- and 4-digit retail trade NAICS categories) to determine what portion of sales Pueblo County captures comes from residents, nonresident workers, and visitors. EPS estimates that Pueblo County residents account for approximately 68 percent of sales made anywhere in the County. Nonresident workers account for approximately 24 percent, and visitors to the community contribute 8 percent.

EPS estimated annual retail spending per resident and per nonresident employee/worker using the retail sales flow model. The city's 0.8 percent sales tax rate for the General Fund was then applied to the sales per category to estimate the amount of sales tax revenue an average person or nonresident worker will generate annually. Each new resident is estimated to generate $10,990 in annual sales tax from retail spending and each new nonresident worker is estimated to generate $3,954 in annual sales tax revenue, as shown **Table 17**.

Table 17. Pueblo County Resident and Employee Retail Sales Factors

Description	Residents Sales Per Capita	Non-Resident Employees Sales Per Capita
Total Residents/Employees (2020)	112,251	16,427
Convenience Goods		
Food and Beverage Stores	$3,419	$575
Health and Personal Care	$526	$616
Total Convenience Goods	**$3,944**	**$1,192**
Shopper's Goods		
General Merchandise	**$2,003**	**$810**
Other Shopper's Goods		
Clothing & Accessories	$448	$204
Furniture & Home Furnishings	$381	$0
Electronics & Appliances	$292	$175
Sporting Goods, Hobby, Book, & Music Stores	$302	$219
Miscellaneous Retail	$533	$408
Subtotal	**$1,955**	**$1,006**
Total Shopper's Goods	**$3,958**	**$1,816**
Eating and Drinking	**$2,049**	**$946**
Building Material & Garden	**$1,038**	**$0**
Total Retail Goods	**$10,990**	**$3,954**

Source: Economic & Planning Systems

Property and Sales Tax Findings

The estimated revenue per scenario from property tax and sales tax is summarized in **Table 18.** Countywide, the amount and mixture of growth is the same in all scenarios and therefore produces the same revenue in all three scenarios.

Table 18. Pueblo County Property and Sales Tax Evaluation Findings

	Scenario A	Scenario B	Scenario C
Property Tax • Based on property values of new development but not on location • Revenues same for all scenarios	• **$10.9 million** new revenue	• **$10.9 million** new revenue	• **$10.9 million** new revenue
Sales Tax • Based on per-capita spending factors for new residents, new non-resident employees • Same amount of growth in all scenarios generates same sales tax in the County • Applies County's 1% sales tax rate	• **$3.2 million** new revenue	• **$3.2 million** new revenue	• **$3.2 million** new revenue

Other General Fund Revenues

Most other revenue sources are estimated using average revenue factors based on the relevant nexus factor. Factors are calculated based on FY19 General Fund actuals and 2019 (or the most recent) demographic data, and then applied to scenario growth to determine total revenue. The other major revenue sources include Use Tax (per person approach), Tobacco Tax (per person approach), other taxes (not estimated/no nexus to growth), Intergovernmental revenues (not estimated/no nexus to growth), Fines and Forfeits/Rents/Grants (not estimated/ no nexus to growth), and transfers (not estimate). New residential units generate between $437 and $639 per new unit annually, as shown in **Table 19**. Nonresidential uses in total generate between $0.57 to $1.48 per square foot of new building space annually.

Table 19. Pueblo County General Fund Revenue Factors

			Per Unit Factors				Per Sq Ft Factors				
	2019 Budget	Approach	Pueblo Ranch	Traditional Single Family	Attached	Multifamily	Retail	Service / Hospitality	Office / Institutional	Industrial / Flex	Heavy Industry / Land Based
On-going General Fund Revenues											
Taxes											
Property Tax	$46,039,320	Case Study	$422.68	$422.68	$338.14	$253.61	$1.37	$1.37	$1.03	$0.51	$0.51
Sales Tax	$18,113,257	Case Study	$193.41	$193.41	$163.99	$163.99	$0.08	$0.08	$0.13	$0.07	$0.04
Use Tax	$1,957,627	Per Person	$22.02	$22.02	$18.67	$18.67	$0.03	$0.03	$0.04	$0.02	$0.01
Tobacco Tax	$40,709	Per Person	$0.46	$0.46	$0.39	$0.39	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$79,033	No Nexus	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Taxes Subtotal	**$66,229,946**		**$638.57**	**$638.57**	**$521.20**	**$436.66**	**$1.48**	**$1.48**	**$1.21**	**$0.60**	**$0.57**
Intergovernmental	$427,030	No Nexus	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Fines and Forfeits/Rents/Grants	$1,104,088	No Nexus	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Transfers	$639,154	No Nexus	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total On-going Revenues			**$638.57**	**$638.57**	**$521.20**	**$436.66**	**$1.48**	**$1.48**	**$1.21**	**$0.60**	**$0.57**

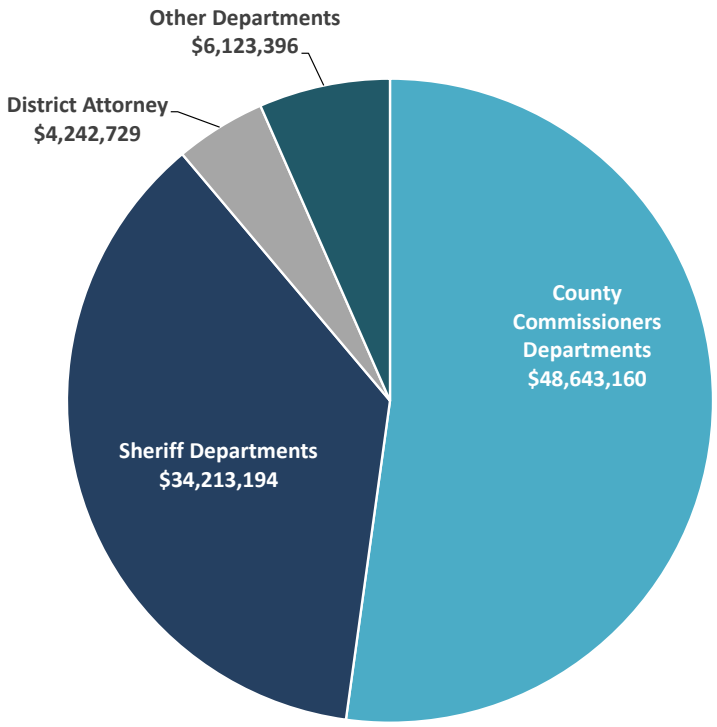
Source: Pueblo County, Economic & Planning Systems

Expenditures

This section summarizes the major expenditure sources for the Pueblo County's General Fund, outlines the approach to modeling the fiscal impact of growth on each expenditure source, and reports the results of the fiscal impact modeling.

There are three major categories of expenditures within the General Fund, as shown in **Figure 7**. The County Commissioners' departments include all the departments that provide administrative services and government services for the county. These departments account for 52 percent of the county's General Fund expenditures. The public safety category includes the Sheriff's Department and the District Attorney. These two departments account for 42 percent of the county budget. Lastly, the Other General Fund category includes budgets for elected county positions and departments including the County Clerk, County Treasurer, elections, County Assessor, and others.

Figure 7. Pueblo County General Fund Expenditures, 2019



General Fund Expenditures

Evaluating the impact of new development on county's is often approached differently than a city. Unlike a city, some county services and functions only serve the unincorporated portion of the county while others may serve all residents of a county regardless of if they live in a city or not. Attributing costs based on the service population is the primary approach to understanding the fiscal impact on counties from new development. Each specific department and expenditure items in the three major expenditure categories were assessed to determine if are directly impacted by new development and if they provide a service to the "Entire County" or just to the "unincorporated" portion of the County. Three groupings were made to determine how to allocate costs. The Entire County group are costs associated to all new residents and nonresident employees to the county regardless of their location. The Unincorporated group includes costs for services that are provided just to residents and businesses within the unincorporated portion of the county. Lastly, the indirect group are costs that are not impacted or indirectly impacted by growth and the geographic location of residents or businesses is not a factor.

Table 20 provides a summary of the expenditures, program revenues, and development related costs for the three major General Fund categories. It also summarizes the cost attributed to residents in the Entire County, indirect costs to all residents, and costs attributed to unincorporated residents. Using the growth scenarios, these cost factors are applied to new development based on its location within or outside of the City of Pueblo. Growth outside the City of Pueblo has the per capita cost from all three groups attributed, which totals $362 per resident or nonresident worker. New development in the City of Pueblo only has the Entire County and Indirect costs attributed to it, which totals $229 per resident or nonresident employee.

Table 20. Pueblo County General Fund Expenditures – Nexus to Growth and Variability

	Expenditures	Program Revenue	Net	Development Related Cost	Per Capita Cost
General Fund					
County Commissioner Departments	$48,643,160	$12,156,855	$36,486,305	$16,389,598	$99.03
Sheriff Departments and District Attorney	$38,455,923	$9,035,117	$29,420,806	$29,729,305	$250.20
Other General Fund	$6,123,396	$5,173,776	$949,620	$2,401,550	$13.01
Subtotal	**$93,222,479**	**$26,365,748**	**$66,856,731**	**$48,520,452**	**$362.24**
Total by Type					
Entire County	**$45,245,768**	**$10,630,790**	**$34,614,978**	**$34,614,978**	**$192.64**
Indirect	**$39,395,515**	**$14,947,143**	**$24,448,372**	**$6,112,093**	**$36.67**
Unincorporated	**$8,581,196**	**$787,815**	**$7,793,381**	**$7,793,381**	**$132.94**

Source: Pueblo County 2021 Budget; Economic & Planning Systems

County Commissioner Departments

The location of service grouping and modeling approach for all departments and expenditure items in the County Commissioners Departments category are shown in **Table 21**. These departments' net expenditures (expenditures minus program revenues) and the associated modeling methodology result in a cost per new resident or nonresident employee of $99.03, of which only $2.35 is associated with unincorporated development. Most of these departments provide services to all residents in the County.

Table 21. County Commissioners' Departments Method and Factors

Name of Program	Expenditures	Program Revenue	Net	Location of Service	% Development Related	Development Related Cost	Approach	Factor
County Commissioners	$922,409	$0	$922,409	Indirect	25%	$230,602	Per Person Served	$1.37
County Manager	$0	$0	$0	Indirect	25%	$0	Per Person Served	$0.00
Other Administration	$16,346,741	$932,699	$15,414,042	Indirect	25%	$3,853,511	Per Person Served	$22.92
County Attorney	$1,364,472	$171,278	$1,193,194	Entire County	100%	$1,193,194	Per Person Served	$7.10
Office of Budget	$673,386	$10	$673,376	Indirect	25%	$168,344	Per Person Served	$1.00
Purchasing	$188,279	$14,383	$173,896	Indirect	25%	$43,474	Per Person Served	$0.26
Human Resources	$588,086	$64,094	$523,992	Indirect	25%	$130,998	Per Person Served	$0.78
Planning and Development	$363,384	$225,493	$137,891	Unincorporated	100%	$137,891	Per Person Served	$2.35
P&D Marijuana	$437,955	$1,632,280	$1,194,325	Entire County	100%	$1,194,325	Per Person Served	$7.10
Marijuana Impacts	$3,269,912	$2,822,667	$447,245	Entire County	100%	$447,245	Per Person Served	$2.66
Information Technology / Information Systems	$2,397,679	$200,020	$2,197,659	Indirect	25%	$549,415	Per Person Served	$3.27
Fleet/Equipment Managemenet	$2,976,615	$1,300,000	$1,676,615	Entire County	100%	$1,676,615	Per Person Served	$9.97
Facilities	$3,655,704	$520,083	$3,135,621	Indirect	25%	$783,905	Per Person Served	$4.66
Facilities - Recreation	$359,273	$100,264	$259,009	Entire County	100%	$259,009	Per Person Served	$1.54
Facilities - Runyon Field	$0	$0	$0	Indirect	25%	$0	Per Person Served	$0.00
Facilities Parks	$271,919	$165,000	$106,919	Entire County	100%	$106,919	Per Person Served	$0.64
Utilities	$1,763,412	$0	$1,763,412	Indirect	25%	$440,853	Per Person Served	$2.62
GIS/Economic Development	$489,058	$29,971	$459,087	Indirect	25%	$114,772	Per Person Served	$0.68
Correctional Services	$2,445,126	$2,114,728	$330,398	Entire County	100%	$330,398	Per Person Served	$1.97
Pueblo LEAD	$367,766	$391,313	$23,547	Indirect	25%	$5,887	Per Person Served	$0.04
Pretrial Services	$660,341	$6,350	$653,991	Indirect	25%	$163,498	Per Person Served	$0.97
Intergovernmental/Community Health	$357,864	$95,228	$262,636	Entire County	100%	$262,636	Per Person Served	$1.56
CSU Extension	$924,670	$422,319	$502,351	Indirect	25%	$125,588	Per Person Served	$0.75
Economic Development Tax Incentives	$6,914,029	$924,175	$5,989,854	Entire County	100%	$5,989,854	Per Person Served	$35.63
Aid to Other Entities	$399,321	$0	$399,321	Indirect	25%	$99,830	Per Person Served	$0.59
CSAC	$505,759	$24,500	$481,259	Entire County	100%	$481,259	Per Person Served	$2.86
General Fund Transfers	$0	$0	$0	N/A	0%	$0		$0.00
County Commissioner Total	**$48,643,160**	**$12,156,855**	**$36,486,305**		**34%**	**$16,389,598**		**$99.03**
Total by Type								
Entire County	**$18,902,924**	**$9,350,120**	**$9,552,804**	Entire County		**$9,552,804**		**$56.82**
Indirect	**$29,376,852**	**$2,581,242**	**$26,795,610**	Indirect		**$6,698,903**		**$39.85**
Unincorporated	**$363,384**	**$225,493**	**$137,891**	Unincorporated		**$137,891**		**$2.35**

Source: Pueblo County 2021 Budget; Economic & Planning Systems

Public Safety

The location of service grouping and modeling approach for all departments and expenditure items in the Public Safety category are shown in **Table 22**. This category includes the Sheriff's department and District Attorney. The expenditure items result in a mixture of services provided to the entire county and to just the unincorporated portions of the County. The Sheriff's department provides public safety and police services to the unincorporated portion of the county. The Sheriff, among many functions, also provides base level fire protection services within the county and in some cases are the only fire service available to residents that are not in a city or fire protection district. These departments' net expenditures and the associated modeling methodology result in a cost per new resident or nonresident employee of $250, of which $131 is associated with unincorporated development.

Table 22. County Public Safety Departments Method and Factors

Name of Program	Expenditures	Program Revenue	Net	Location of Service	% Development Related	Development Related Cost	Per Capita Cost
Sheriff Department							
Law Enforcement	$7,416,114	$562,322	$6,853,792	Unincorporated	100%	$6,853,792	$116.91
Detention	$18,820,061	$731,387	$18,088,674	Entire County	100%	$18,088,674	$98.02
Communication Center	$801,698	$0	$801,698	Unincorporated	100%	$801,698	$13.67
Emergency Preparedness	$380,603	$0	$380,603	Entire County	100%	$380,603	$2.06
Various Grants	$2,747,882	$2,442,885	$304,997	Indirect	25%	$76,249	$0.41
Chemical Stockpile Emergency Preparedness Program	$4,046,836	$4,902,836	$856,000	Indirect	25%	$214,000	$1.16
Sheriff Department	**$34,213,194**	**$8,639,430**	**$25,573,764**		**76%**	**$25,987,016**	**$229.92**
District Attorney							
District Attorney	$3,934,379	$227,008	$3,707,371	Entire County	100%	$3,707,371	$20.09
District Attorney Grants	$308,350	$168,679	$139,671	Indirect	25%	$34,918	$0.19
District Attorney Total	**$4,242,729**	**$395,687**	**$3,847,042**		**88%**	**$3,742,289**	**$20.28**
Total by Type							
Entire County	**$23,135,043**	**$958,395**	**$22,176,648**	Entire County		**$22,176,648**	**$120.17**
Indirect	**$7,103,068**	**$7,514,400**	**$411,332**	Indirect		**$102,833**	**$0.56**
Unincorporated	**$8,217,812**	**$562,322**	**$7,655,490**	Unincorporated		**$7,655,490**	**$130.58**

Source: Pueblo County 2021 Budget; Economic & Planning Systems

Other County Departments

The location of service grouping and modeling approach for all departments and expenditure items in the Other County Departments category are shown in **Table 23**. These departments' net expenditures (expenditures minus program revenues) and the associated modeling methodology result in a cost per new resident or nonresident employee of $13, all of which are applied to the entire county.

Table 23. Other County Departments Method and Factors

Name of Program	Expenditures	Program Revenue	Net	Location of Service	% Development Related	Development Related Cost	Per Capita Cost
Other Departments							
County Clerk	$1,959,012	$2,695,524	$736,512	Indirect	25%	$184,128	$1.00
Election	$731,891	$305,967	$425,924	Entire County	100%	$425,924	$2.31
County Assessor	$1,667,630	$1,099	$1,666,531	Entire County	100%	$1,666,531	$9.03
County Treasurer	$942,262	$2,155,977	$1,213,715	Indirect	25%	$303,429	$1.64
Public Trustee	$0	$0	$0	Indirect	0%	$0	$0.00
Coroner	$808,280	$15,209	$793,071	Entire County	100%	$793,071	$4.30
Surveyor	$14,321	$0	$14,321	Indirect	25%	$3,580	$0.02
Other Total	**$6,123,396**	**$5,173,776**	**$949,620**			**$2,401,550**	**$13.01**
Total by Type							
Entire County	**$3,207,801**	**$322,275**	**$2,885,526**	Entire County		**$2,885,526**	**$15.64**
Indirect	**$2,915,595**	**$4,851,501**	**$1,935,906**	Indirect		**$483,977**	**$2.62**
Unincorporated	**$0**	**$0**	**$0**	Unincorporated		**$0**	**$0.00**

Source: Pueblo County 2021 Budget; Economic & Planning Systems

Road and Bridge Fund

A separate fiscal model was built for the Road and Bridge Fund for Pueblo County. The model compares revenues to expenditures to develop a net fiscal impact of new development on this fund specifically. The Road and Bridge Fund generates $14.7 million annually from nine primary revenue sources, shown in **Table 24.** The major revenue sources are the State's Highway User Tax Fund, Property Tax, and Sales Tax. The revenue from property tax and sales tax were calculated using the same methodology as the county's General Fund but using the Road and Bridge Funds dedicate property tax mill levy (0.929 mills) and sales tax rate (0.2%). The Highway User Tax revenue is based on the growth of housing units in the county, which is the best approximation to the allocation of these funds from the State. The other revenues use a per persons served approach.

The Road and Bridge Fund has total expenditures in 2019 of $11.5 million. The major expenditure items include salaries and benefits for employees of the county, road repair and maintenance services, road repair and maintenance supplies, and capital roadway improvements. A per persons served approach was used for all the expenditures except road repair and maintenance services and capital improvements.

Table 24. County Road and Bridge Fund Revenue and Expenditure Factors

Description	Actual 2019	Approach	Variability	Factor
Revenues				
Property Tax	1,628,835	Case Study - Property Tax	100%	---
Specific Ownership Tax	176,034	Per Person Served	100%	$0.95
Sales Tax	3,602,876	Case Study - Sales Tax	100%	---
Permit Fees	4,225	Per Person Served	100%	$0.02
Grants	1,746,237	Not Modeled	0%	---
Fees	286,205	Per Person Served	100%	$1.55
Highway User Tax	6,274,561	Per Housing Unit	100%	$94.04
Impact Fees	2,952	Per Person Served	100%	$0.02
Other	126,544	Per Person Served	100%	$0.69
Transfers	872,690	Not Modeled	0%	---
Total Revenues	**14,721,159**			
Expenditures				
Salaries and Benefits	3,975,421	Per Person Served	100%	$21.54
Supplies	1,312,654	Per Person Served	100%	$7.11
Services	366,643	Per Person Served	100%	$1.99
Maintenance/Repair	1,477,391	Case Study - Street Miles	100%	$1,226
Rental	23,775	Per Person Served	100%	$0.13
Other	118,395	Per Person Served	100%	$0.64
Capital Improvements	4,235,128	Case Study - Street Miles	100%	$3,515
Expenses	**11,509,407**			

Source: Pueblo County 2021 Budget Book; Economic & Planning Systems

A per lane mile approach was used to estimate the expenditures for roadway repair and maintenance and for capital improvements. New development will add additional lane miles that need to be repair, maintained, and ultimately replaced/reconstructed. The amount of new lane miles a new housing unit (by housing type) or new nonresidential building (by type) will be generated was estimated based on existing conditions in the county. The estimated increase in lane miles to maintain in each Scenario is provided in **Table 25.** Scenario A is estimated to generate 82 new lane miles, Scenario B 73 new lane miles, and 66 new lane miles in Scenario C.

Table 25. County Road and Bridge Fund Case Study Methodology

Description	*Factor*	Scenario A		Scenario B		Scenario C	
		New Units	New Lane Miles	New Units	New Lane Miles	New Units	New Lane Miles
New Development	Lane Miles/Unit						
Residential							
Pueblo Ranch	0.014	3,656	50	3,656	50	3,656	50
Traditional Single Family	0.010	757	7	757	7	757	7
Attached	0.006	757	4	757	4	404	2
Multifamily	0.004	1,615	6	404	2	0	0
Commercial							
Retail	0.0000050	690,044	3	552,035	3	262,874	1
Service/Hospitality	0.0000039	519,223	2	415,378	2	197,799	1
Office/Institutional	0.0000036	394,569	1	295,927	1	197,285	1
Industrial/Flex	0.0000056	771,104	4	440,631	2	330,473	2
Heavy Industry/Land Based	0.0000056	447,860	3	223,930	1	223,930	1
Total New Lane Miles			**82**		**73**		**66**

Source: Economic & Planning Systems

Net Fiscal Impact

EPS compared the estimated annual revenues generated in each scenario to the estimated annual expenditures to estimate the net fiscal impact on the city's General Fund and Road and Bridge Fund. **Table 26** provides a summary of the results of the evaluation. Scenario A results in a net positive impact on the General Fund of $2.1 annually but has the highest net negative impact on the Road and Bridge Fund of $860,000 annually. Scenario C has the most positive impact with a $3 million net positive fiscal impact on the General Fund and a net negative fiscal impact on the Road and Bridge Fund or $527,000.

All three scenarios have the same estimated revenue as revenue sources were not deemed to be impacted by the new development being in incorporated or unincorporated settings. Scenario A has a higher capture of new development in the unincorporate portions of the county (including in Pueblo West) and results in higher expenditure costs. One notable impact on the Road and Bridge Fund is that greater capture of new development in the City of Pueblo and Pueblo West will result in a reduced share of revenues from the Highway User Tax allocation from the State.

Table 26. Pueblo County General Fund Net Fiscal Impact by Scenario

Description	Scenario A Scenario Growth	Scenario B Scenario Growth	Scenario C Scenario Growth
GENERAL FUND REVENUES			
Property Tax	$10,866,671	$10,866,671	10,866,671
Sales Tax	$3,160,712	$3,160,712	$3,160,712
Use Tax	$450,274	$450,274	$450,274
Tobacco Tax	$9,363	$9,363	$9,363
Other	$0	$0	$0
Intergovernmental	$0	$0	$0
Fines and Forfeits/Rents/Grants	$0	$0	$0
Transfers	$0	$0	$0
Total Revenue	**$14,487,020**	**$14,487,020**	**$14,487,020**
GENERAL FUND EXPENDITURES			
County Commissioner Departments	$4,150,453	$4,140,875	$4,133,315
Sheriff Departments and District Attorney	$7,693,987	$7,162,250	$6,742,528
Other General Fund	$552,380	$552,380	$552,380
Total Expenditures	**$12,396,820**	**$11,855,506**	**$11,428,224**
General Fund NET FISCAL BALANCE	**$2,090,200**	**$2,631,515**	**$3,058,796**
Road and Bridge NET FISCAL BALANCE	**$859,855**	**$587,950**	**$526,743**

Source: Economic & Planning Systems

EPS identified some major considerations related to the type of development and the scenarios that were used to develop plan policies specific to Pueblo County. These findings are summarized below.

- The varying amounts of development capture in and out of the unincorporated portions of the county within the three scenarios do not result in major fiscal health constraints. As well, the mixture of uses does not appear to greatly impact fiscal health either. The County should advocate for locating new development in areas that are best suited to support new development and have existing services and infrastructure in place.
- It is significantly more beneficial fiscally for the county to encourage development into incorporated cities. This is also true in terms of capture of growth within established metro districts. “Urban” level development in the county outside of a metro district generates costs that are much greater than the associated revenues generated to serve these areas. From a fiscal health perspective, the county should encourage new development within the incorporated cities/towns (e.g., the City of Pueblo) or into areas that are provide services through a metro district. (e.g., Pueblo West or Colorado City).

New Community Impact

Pueblo County and the City of Pueblo have had to consider the potential of adding a major new community (e.g., a large master planned development) in the unincorporated portions of the county that would need to be either supported by a special district or annexed into the City of Pueblo. The most realistic opportunity is the development of a project in the northern portion of the county along I-25. There have been previous projects planned for this area (Pueblo Springs) that never materialized but have brought to attention the need for the City and County to have policy in place to address these requests.

Pueblo County has existing policy within Title 17-Divison II-Chapter 17.160 of the County Code that addresses the development of new communities. The requirements for consideration of these projects are summarized below.

- Threshold of 2,500 new residents and/or 200 acres of contiguous nonresidential uses
- There is sufficient existing and projected need/demand for the project
- All environmental impacts will be mitigated or compensated for
- Will not conflict with surrounding land uses
- Will provide for transportation, waste and sewage disposal, water, schools, parks and recreation, and other services deemed necessary
- Will not make demands upon natural resources, including, but not limited to, energy resources

- Benefit to the residents of the county and region
- The proposed activity does not conflict with the Comprehensive Plan of the City and County of Pueblo

The Comprehensive Plan provides additional policies and guidance for consideration of this type of development in the county or through annexation into the city. To support this policy, EPS evaluated and considered the fiscal impacts of this type of development. EPS assumed a project that met the threshold requirements for the county of at least 2,500 new residents and 200 acres of nonresidential development would be built a significant distance north of the City of Pueblo's boundary (approximately five miles). The impacts were identified for both a major annexation to the city or an unincorporated development supported by a Title 32 Special or Metropolitan District. The findings of this evaluation are summarized in **Table 27**.

Table 27. New Community Fiscal Impacts

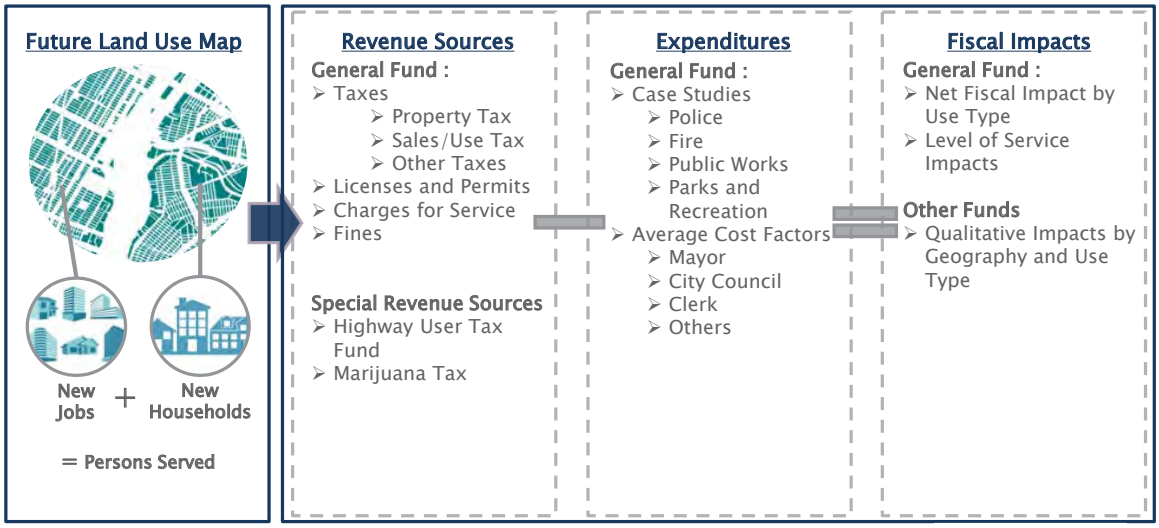
Governance Option	Estimated Annual Added Cost	Streets & Roads	Fire	Public Safety	Other Utilities and Services
Annexation into City of Pueblo	• $1.23 million+ in addition to Scenario A • Scenario A will have greater negative impact	• Improvement of Overton Road from City north for 5+ miles likely needed • Cost per mile for maintenance approx. $4,000 to $4,500 annually	• A new fire station will be needed • Capital cost of station over $2.5 million • $1 million in annual operating costs (in addition to Scenario A estimate)	• Likely to require a police sub-station or alternative policing approach that is not estimated in model	• Wastewater main needed to connect to City system (developer's cost) • May also require private treatment facility, which would not be City's responsibility
New Metropolitan District	• $22,500+ impact on Road and Bridge Fund • Scenario A less positive for County	• Improvement of Overton Road from City north for 5+ miles likely needed • Cost per mile for maintenance approx. $4,000 to $4,500 annually	• No fire protection district • New district or provider needed	• Likely require incremental increase in sheriff services and capacity to serve area	• Addressing wastewater challenges are same with a district but more challenging without city as partner

5. Pueblo West Metro District

This chapter details the approach and results of modeling the fiscal impact of residential and nonresidential development on the General Fund for the Pueblo West Metropolitan District (Pueblo West). It provides an overview of the components of the General Fund that are impacted by new development, outlines the approach to modeling the impact of growth, and reports on findings of the fiscal impact analysis.

A summary of the approach used for Pueblo West is provided in **Figure 8**. This figure identifies the major General Fund revenues and expenditures that were analyzed that may be impacted by growth.

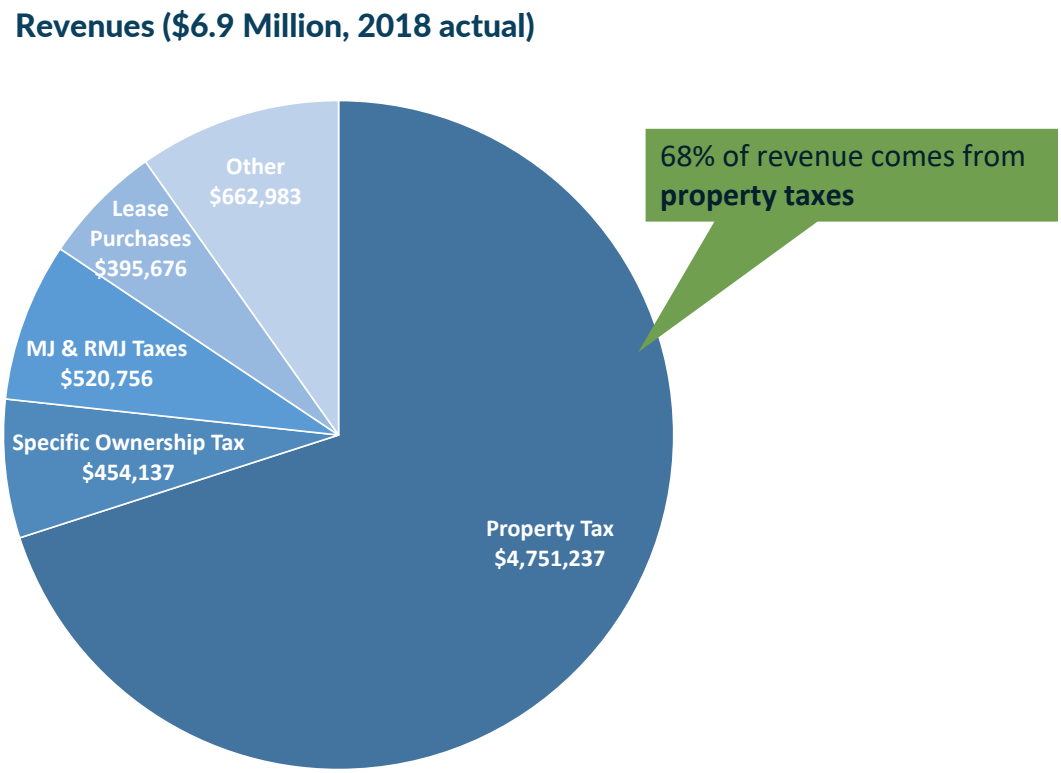
Figure 8. Pueblo West Fiscal Impact Model Approach Summary



Revenues

This section summarizes the major revenue sources for the General Fund and outlines the approach to modeling the fiscal impact of growth on each revenue source. There are five major categories of revenues within the General Fund, as shown in **Figure 9**. Property Tax is the largest revenue category, accounting for 68 percent of General Fund revenue in 2019 ($4.4975 million). No other revenue source produces more than $1 million annually in revenue.

Figure 9. Pueblo West General Fund Revenues, 2019



Property Tax

The per-unit property tax revenues generated are summarized in **Table 28**. As shown, for residential uses the single family detached housing product types (Pueblo Ranch and Traditional Single Family) generate the highest per-unit revenue ($362). For commercial development, retail and service/hospitality uses generate the greatest amount of property tax on a square footage basis, at $1.17 per square foot, while industrial uses generate only $0.44. However, industrial uses will tend to be larger, and thus may generate a similar amount of tax revenue on a per-property basis.

Based on these tax generation factors, a growth scenario with more single family detached housing will generate more property tax revenue, as this housing type has the highest property value and thus generates the highest level of property taxes. However, as the rest of the model will show, it is important to consider the costs to serve various types of growth as well to get a comprehensive picture of the net fiscal impact on Pueblo West of new development.

Table 28. Pueblo West Property Tax Revenue per Unit

Description	Market Value per Unit/Sq. Ft.	Assessment Ratio	Assessed Value per Unit	Mill Levy	Revenue Per Unit
Residential					
Pueblo Ranch	$250,000	7.15%	$17,875	20.230	$362
Suburban Single Family	$250,000	7.15%	$17,875	20.230	$362
Attached	$200,000	7.15%	$14,300	20.230	$289
Multifamily	$150,000	7.15%	$10,725	20.230	$217
Total Residential					
Commercial					
Retail	$200	29.00%	$58	20.230	$1.17
Service/Hospitality	$200	29.00%	$58	20.230	$1.17
Office/Institutional	$150	29.00%	$44	20.230	$0.88
Industrial/Flex	$75	29.00%	$22	20.230	$0.44
Heavy Industry/Land Based	$75	29.00%	$22	20.230	$0.44
Total Commercial					

Source: Economic & Planning Systems

Sales Tax

EPS developed a retail sales flow model to estimate the portion of retail sales generated by residents, nonresident employees, and visitors. The retail sales flow model uses average household incomes and per employee spending factors to estimate the potential spending on retail goods generated by residents and workers in Pueblo West. The potential retail spending is distributed by retail store category based on the US Census of Retail Trade (2017) for Colorado. The retail spending expenditure potential was then compared to actual sales per store category (3- and 4-digit retail trade NAICS categories) to determine what portion of sales Pueblo West captures come from residents, nonresident workers, and visitors. EPS estimates that Pueblo West residents account for approximately 14 percent of sales made in the Pueblo West. Nonresident workers account for approximately 27 percent, and visitors to the community contribute 59 percent.

EPS estimated annual retail spending per resident and per nonresident employee/ worker using the retail sales flow model. The retail spending model was developed to estimate revenues from the recently enacted sales tax that funds additional fire services and capital improvements. The dedicated 1 percent sales tax rate for fire service was then applied to the sales per category to estimate the amount of sales tax revenue an average person or nonresident worker will generate annually. Each new resident is estimated to generate $8,228 in annual sales tax from retail spending and each new nonresident worker is estimated to generate $15,385 in annual sales tax revenue, as shown in **Table 29**. Again, these revenues are dedicated solely to funding the capital expansion of the fire services (e.g., new fire station(s) and associated fire crews) in the metro district and fund ongoing operations of the expanded fire services.

Table 29. Pueblo West Resident and Employee Retail Sales Factors

Description	Residents Sales Per Capita	Non-Resident Employees Sales Per Employee
Convenience Goods		
Food and Beverage Stores	$2,560	$2,238
Health and Personal Care	$394	$2,398
Total Convenience Goods	**$2,953**	**$4,636**
Shopper's Goods		
General Merchandise	**$1,500**	**$3,153**
Other Shopper's Goods		
Clothing & Accessories	$335	$796
Furniture & Home Furnishings	$285	
Electronics & Appliances	$219	$681
Sporting Goods, Hobby, Book, & Music Stores	$226	$852
Miscellaneous Retail	$399	$1,586
Subtotal	**$1,464**	**$3,914**
Total Shopper's Goods	**$2,964**	**$7,066**
Eating and Drinking	**$1,534**	**$3,682**
Building Material & Garden	**$777**	**$0**
Total Retail Goods	**$8,228**	**$15,385**

Source: Economic & Planning Systems

The estimated new annual property tax that will be generated in each scenario is summarized in **Table 30**.

Table 30. Pueblo West Property Tax Generation Summary by Scenario

	Scenario A	Scenario B	Scenario C
Property Tax • Based on property values of new development • Higher-valued property (e.g. single family residential, non-residential uses) generates more revenue	• **$3.4 million** new revenue • Greatest capture of development within Pueblo West • Greater capture of non-residential uses	• **$2.8 million** new revenue	• **$2.1 million** new revenue • Least capture of development within City • Least capture of non-residential uses

Other General Fund Revenues

The four other revenue categories for the Pueblo West General Fund are specific ownership tax, franchise fees, marijuana enterprise tax, and other fees and charges. A per person served or per resident factor is used for these sources. New residents or nonresident workers are estimated to generate $29 annually in revenue, as shown in **Table 31**.

Table 31. Pueblo West Other General Fund Revenue Factors

Description	2019	Approach	Variability	Total	Unit	Factor
General Fund						
Property Tax	$4,870,849	Case Study - Property Tax	100%	$4,870,849	---	---
Specific Ownership Tax	$507,821	Per Person Served	100%	$507,821	34,889	$14.56
Franchise Fees	$153,641	Per Person Served	25%	$38,410	34,889	$1.10
MJ & RMJ Taxes	$579,438	Per Resident	25%	$144,860	31,849	$4.55
Other	$1,204,181	Per Person Served	25%	$301,045	34,889	$8.63
Total	**$7,315,930**			**$5,862,985**		

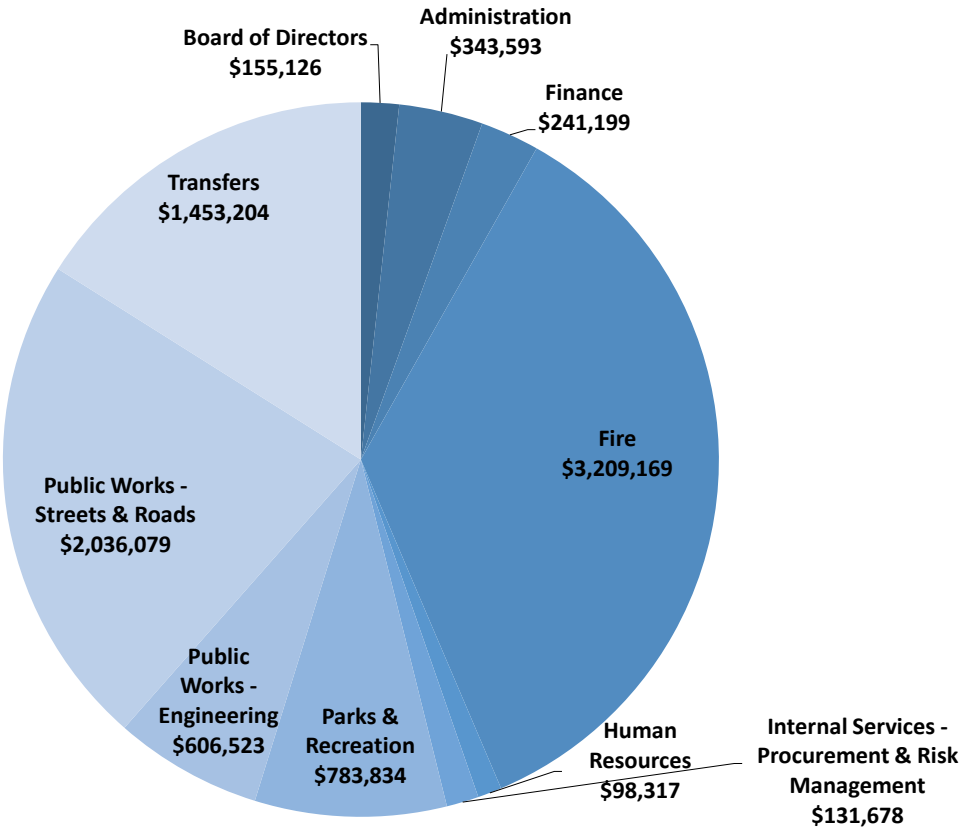
Source: Pueblo West Metro District; Economic & Planning Systems

Expenditures

This section summarizes the major expenditure sources for the Pueblo West General Fund, outlines the approach to modeling the fiscal impact of growth on each expenditure source, and reports the results of the fiscal impact modeling.

There are nine expenditure categories within the General Fund, as shown in **Figure 10**. Fire is the largest expenditure category, accounting for 35 percent of General Fund expenditures in 2019 ($3.2 million). Public Works, both the Streets and Roads, and Engineering Divisions, and the Parks and Recreation Department are three other major departments in terms of the size of their expenditures. The combined Public Works departments account for 29 percent of the expenditures, and Parks and Recreation accounts for 9 percent.

Figure 10. Pueblo West General Fund Expenditures, 2019



All the General Fund expenditures were estimated using average cost factors (per persons served or per housing unit) with an associated variability factor per department/expenditure, except for Public Works. The Public Works departments' impacts were estimated using a per roadway mile case study, which is described below. EPS estimates that a new resident or nonresident employee generates $135 in annual costs to Pueblo West (excluding Public Works costs), as shown in **Table 32**.

Table 32. Pueblo West General Fund Expenditures – Nexus to Growth and Variability

Description	Approach	Variability	Total	Unit	Factor
General Fund					
Board of Directors	Per Person Served	25%	$38,782	34,889	$1.11
Administration	Per Person Served	25%	$85,898	34,889	$2.46
Finance	Per Person Served	25%	$60,300	34,889	$1.73
Fire - Existing Level of Service	Per Person Served	80%	$2,522,256	34,889	$72.29
Human Resources	Per Person Served	25%	$24,579	34,889	$0.70
Internal Services - Procurement & Risk Management	Per Person Served	25%	$32,920	34,889	$0.94
Parks & Recreation	Per Housing Unit	100%	$639,112	11,443	$55.85
Public Works - Eng., Streets & Roads	Case Study - Road Miles	0%	$0	404	$0.00
Public Works - Engineering	Case Study - Road Miles	0%	$0	404	$0.00
Public Works - Streets & Roads	Case Study - Road Miles	0%	$0	404	$0.00
Transfers	Per Person Served	0%	$0	34,889	$0.00
General Fund Total			**$3,403,846**		**$135.10**

Source: Economic & Planning Systems

Additional Fire and Emergency Services

The residents of the Pueblo West Metro District approved an additional sales tax to fund the expansion of fire services in the district. The district needs a new fire station to service the community and may need an additional station in the plan horizon.

The new fire station will generate the need for 12 additional firefighters and additional apparatus (e.g., fire engine). The General Fund will continue to provide the same level of funding for fire to pay for the existing fire services and stations. The new sales tax revenue will be used to fund the capital costs of a new fire station and the ongoing operations cost of that station and future stations.

EPS developed a case study model to evaluate the revenue generation potential form the new sales tax and the estimated expenditure related to new growth and the new station. This analysis is summarized in **Table 33**. The new sales tax is estimated to generate $4.9 million annually. The estimated annual expenditures are $1.6 million, which results in a net fiscal positive impact of $3.3 million. This positive impact represents the amount of money that will be needed to service debt on capital expenditures and pay for future capital improvements.

EPS estimates that with the creation of the additional fire station and fire crews that are funded by the new sales tax, the level of service that exists in the community will be maintained through out the 2040 plan horizon. The community's decision to support the sales tax creates a sustainable revenue source for fire services and reduces demands on the General Fund to pay for growing fire service needs in the community.

Table 33. Pueblo West Additional Fire Case Study

Description	Audited 2019	Approach	Variability	Total	Unit	Factor
General Fund						
Revenues						
Fire Contracts	$9,800	Per Person Served	0%	$0	34,889	$0.00
Fire/EMS Classes	$1,080	Per Person Served	0%	$0	34,889	$0.00
Fire Inspection/Permit Fees	$4,900	Per Person Served	0%	$0	34,889	$0.00
Mutual Aid Revenues	$5,333	Not Modeled	0%	$0	---	---
Fire/EMS Grants	$15,995	Not Modeled	0%	$0	---	---
Donations	$1,500	Not Modeled	0%	$0	---	---
Total	**$38,608**					
Expenditures						
Personnel	$1,968,926	Case Study - Per Firefighter	75%	$1,476,695	18	$82,039
Operating	$655,873	Case Study - Per Firefighter	75%	$491,905	18	$27,328
Capital Equipment	$584,370	Case Study - Per Fire Station	100%	$584,370	2	$292,185
Total	**$3,209,169**		**80%**	**$2,552,969**		

Fire Sales Tax Fund	Estimate	Approach	Variability	Total	Unit	Factor
Revenues						
Sales Tax - New Residents	$3,846,873	Case Study - Sales Tax	100%	$384,687,271	46,752	$8,228
Sales Tax - New Employees	$1,094,470	Case Study - Sales Tax	100%	$109,446,958	7,114	$15,385
Sales Tax Revenue	**$4,941,342**					
Expenditures						
Crew Operations	$1,312,400	Case Study - Per Firefighter	100%	$1,312,400	12	$109,367
Capital Equipment	$292,185	Case Study - Per Fire Station	100%	$292,185	1	$292,185
Capital Funding	$3,336,758	Case Study - Per Fire Station	100%	$3,336,758	1	$3,336,758
Expenditures	**$1,604,585**					
Net Fiscal	**$3,336,758**					

Source: Economic & Planning Systems

Public Works

Pueblo West maintains the streets and roads within the district aside from US Highway 50. Funding for roadway maintenance comes from the General Fund and from Highway User Tax allocated by the State through the County. EPS estimated increases in Highway User Tax for Pueblo West based on a per housing unit factor, which was also used for the City of Pueblo and Pueblo County. This revenue source is estimated to generate $156 annually from new housing units to offset the total expenditures needed to maintain roads, as shown **Table 34**. The rest of the funding comes from the General Fund.

Pueblo West maintains roadways through two Public Works departments. The Streets and Roads Division provides the physical maintenance services or contracts for those services, while the Engineering Division designs, plans, and administers roadway maintenance efforts. Generally, new development in the Metro District generates additional road miles to maintain, which increases costs for the district. EPS estimated the amount of new road miles that new development will produce and the associated cost per new unit or new nonresidential square foot to maintain these roads based on existing conditions in the community. These factors were used to estimate increased costs for Public Works in the General Fund.

Table 34. Pueblo West Public Works Method and Factors

Description	Audited 2019	Approach	Variability	Total	Unit	Factor
Revenues						
Highway Users Tax	$1,783,779	Per Housing Unit	100%	$1,783,779	11,443	$155.88
Misc. Revenue	$0	Not Modeled	0%	$0	---	---
Total	**$1,783,779**					
Expenditures						
Public Works - Streets & Roads	$2,036,079	Case Study - Road Miles	100%	$2,036,079	404	$5,043
Public Works - Engineering	$514,535	Case Study - Road Miles	100%	$514,535	404	$1,274
Total	**$2,550,614**					**$6,317**

Use Types	Street Type	Miles/Acre	Unit/SF per Acre	Cost per Unit/SF
Pueblo Ranch	Gravel	0.01397	1	$176.54
Suburban Single Family	Gravel	0.01397	1	$88.27
Attached	Paved	0.01397	2	$44.13
Multifamily	Paved	0.01397	4	$22.07
Retail	Chip/Seal	0.28202	8,712	$0.20
Service/Hospitality	Chip/Seal	0.28202	13,068	$0.14
Office/Institutional	Chip/Seal	0.28202	13,068	$0.14
Industrial/Flex	Chip/Seal	0.28202	6,534	$0.27
Heavy Industry/Land Based	Chip/Seal	0.28202	1,307	$1.36

Source: Economic & Planning Systems

The evaluation of the scenarios identified the estimated increase in road miles from new development and estimated increased cost to maintain these road miles by scenario. Scenario A is estimated to generate the larges increase in road miles to maintain (97 miles) and the highest estimated additional cost ($1.0 million annually). A few roadway maintenance findings were identified in the process.

- Generally, the more, new development captured the greater the increased cost, however lower density development types (Pueblo Ranch style homes and industrial uses) generate a greater burden as they produce greater road mile demand.
- Also, many of the roads providing access to homes in the metro district are gravel roads. These gravel roads are generally more expensive to maintain than paved roads. The continued expansion of the Pueblo Ranch housing product type accessed with gravel roads will generate greater maintenance costs than new homes that are accessed by paved roads and built in more dense product styles (e.g., duplexes, multifamily apartments).
- Lastly, the condition and quality of some of the roads in the metro district are not up to the County's standards and therefore do not qualify for consideration into the formula used to allocate Highway User Tax revenues to Pueblo West. If more roadways are not accepted by the County, a greater portion of road maintenance will have to be funded solely through the General Fund and not offset by HUT revenues.

Table 35. Pueblo West Public Works Scenario Evaluation Findings

	Scenario A	Scenario B	Scenario C
Demand for Service • Larger lot residential generates more roadway to maintain per unit	• Greatest capture of new development • **97 miles** new road	• **82 miles** new road	• Least capture of new development • **66 miles** new road
Cost to Serve • Gravel roads generally more expensive to maintain • Some roads are not accepted by County and don't factor into HUTF revenue share	• **$1.0 million** new expenditures	• **$896,000** new expenditures	• **$774,000** new expenditures

Parks and Recreation

The Parks and Recreation Department has a $6.7 million annual budget. Seventy five percent of this budget goes to funding wages and benefits for employees of the department. The district maintains 682 park acres, many of which are acreage along the district's trail system. The department also provides a robust recreation program, considering the district's size. The recreation programming is funded through user fees and maintains a cost recovery model for programming. The maintenance of existing facilities is the biggest burden for the department. Adding new park land or amenities will increase the costs for the department and may not be supported by increased General Fund revenues. As the community grows, demands and needs for park space and amenities will grow. The department's ability to fund new improvements is largely nonexistent, so expansion of parkland needs to consider the added maintenance costs as well.

EPS estimated annual program revenues and expenditures for programs, personnel and maintenance using a per housing unit factor. Annually, a new housing unit is estimated to generate $9.42 in revenue but have $37.06 in annual costs to the district.

Table 36. Pueblo West Parks and Recreation Cost Method and Factors

Description	Audited 2019	Approach	Variability	Total	Unit	Factor
Revenues						
Programs Revenue	$107,762	Per Housing Unit	100%	$107,762	11,443	$9.42
Parks Investment Fee	$19,520	Not Modeled	0%	$0	---	---
Rental Income	$17,440					
Total	**$144,722**					**$9.42**
Expenditures						
Personnel	$479,731	Per Housing Unit	25%	$119,933	11,443	$10.48
Operating - General	$210,407	Per Housing Unit	100%	$210,407	11,443	$18.39
Operating - Recreation	$93,696	Per Housing Unit	100%	$93,696	11,443	$8.19
Total	**$783,834**			**$424,036**		**$37.06**

Source: Economic & Planning Systems

Net Fiscal Impact – General Fund

EPS compared the estimated annual revenues generated in each scenario to the estimated annual expenditures to estimate the net fiscal impact on Pueblo West's General Fund. **Table 37** provides a summary of the results of the evaluation. Scenario A results in a net positive impact on the General Fund of $1.2 million while the net fiscal impact from Scenario C is a positive $474,000.

Table 37. Pueblo West General Fund Net Fiscal Impact by Scenario

Description	Scenario A Scenario Growth	Scenario B Scenario Growth	Scenario C Scenario Growth
GENERAL FUND REVENUES			
Property Tax	$3,436,690	$2,820,030	$2,096,411
Specific Ownership Tax	$276,836	$234,663	$195,505
Franchise Fees	$20,939	$17,749	$14,788
MJ & RMJ Taxes	$67,784	$59,597	$53,684
Other	$164,113	$139,112	$115,899
Total Revenue	**$3,966,362**	**$3,271,152**	**$2,476,287**
GENERAL FUND EXPENDITURES			
Board of Directors	$21,142	$17,921	$14,930
Administration	$46,827	$39,693	$33,070
Finance	$32,872	$27,864	$23,215
Fire - Existing Level of Service	$1,374,997	$1,165,529	$971,040
Human Resources	$13,399	$11,358	$9,463
Internal Services	$17,946	$15,212	$12,674
Parks & Recreation	$235,678	$191,211	$163,418
Public Works - Eng., Streets & Roads	$1,010,862	$896,068	$774,076
Transfers	$0	$0	$0
Total Expenditures	**$2,753,723**	**$2,364,856**	**$2,001,886**
NET BALANCE	**$1,212,640**	**$906,295**	**$474,400**

Source: Economic & Planning Systems

EPS identified some major considerations related to the type of development and the scenarios that were used to develop plan policies. These findings are summarized below.

- The fiscal model methodology shows a new fiscal positive benefit for three scenarios. It is important to note that the expenses were estimated based on current levels of service in the community. If the community were to grow in the amount and pattern shown in Scenario A, it is possible that level of service would need to increase to support this development and meet residents' expectations. The changes in level of services needs or expectations are most likely for roadway maintenance or parks and recreation facilities.
- The fiscal impact analysis found that commercial services are the most fiscally beneficial use that the district can attract. Conversely, large lot single family homes and large industrial uses are the least beneficial due to the increases in roadway maintenance.
- Lastly, it appears new Fire Sales Tax Fund will allow the district to accommodate forecast growth while maintaining levels of service that exist today. The sales tax also reduces burdens on the General Fund to accommodate increased fire service costs, which has created a more fiscally sustainable position for the district.

Appendix

Table 38. Scenario A Development Assumptions and Inputs

Description	County		City of Pueblo		Pueblo West		Rest of County	
	Forecast (20 year)	% of Total	Forecast	% of Total	Forecast	% of Total	Forecast	% of Total
Residential (units)								
Pueblo Ranch	3,622	25%	0	0%	3,260	90%	362	10%
Traditional Single Family	5,875	40%	5,125	87%	750	13%	0	0%
Attached	1,470	10%	720	49%	750	51%	0	0%
Multifamily	3,726	25%	2,126	57%	1,600	43%	0	0%
Total	**14,693**		**7,971**	**54%**	**6,360**	**43%**	**362**	**2%**
Non-residential (bldg sq ft)								
Retail	1,051,500	25%	525,750	50%	473,175	45%	52,575	5%
Service/Hospitality	791,200	19%	395,600	50%	356,040	45%	39,560	5%
Office/Institutional	752,600	18%	451,560	60%	301,040	40%	0	0%
Industrial/Flex	839,300	20%	251,790	30%	419,650	50%	167,860	20%
Heavy Industry/Land Based	819,700	19%	409,850	50%	0	0%	409,850	50%
Total	**4,254,300**		**2,034,550**	**48%**	**1,549,905**	**36%**	**669,845**	**16%**

Source: Economic & Planning Systems

Table 39. Scenario B Development Assumptions and Inputs

Description	County		City of Pueblo		Pueblo West		Rest of County	
	Forecast (20 year)	% of Total	Forecast	% of Total	Forecast	% of Total	Forecast	% of Total
Residential (units)								
Pueblo Ranch	3,622	25%	0	0%	3,260	90%	362	10%
Traditional Single Family	5,875	40%	5,125	87%	750	13%	0	0%
Attached	1,470	10%	720	49%	750	51%	0	0%
Multifamily	3,726	25%	3,326	89%	400	11%	0	0%
Total	**14,693**		**9,171**	**62%**	**5,160**	**35%**	**362**	**2%**
Non-residential (bldg sq ft)								
Retail	1,051,500	25%	630,900	60%	368,025	35%	52,575	5%
Service/Hospitality	791,200	19%	474,720	60%	276,920	35%	39,560	5%
Office/Institutional	752,600	18%	526,820	70%	225,780	30%	0	0%
Industrial/Flex	839,300	20%	503,580	60%	251,790	30%	83,930	10%
Heavy Industry/Land Based	819,700	19%	614,775	75%	0	0%	204,925	25%
Total	**4,254,300**		**2,750,795**	**65%**	**1,122,515**	**26%**	**380,990**	**9%**

Source: Economic & Planning Systems

Table 40. Scenario C Development Assumptions and Inputs

Description	County		City of Pueblo		Pueblo West		Rest of County	
	Forecast (20 year)	% of Total	Forecast	% of Total	Forecast	% of Total	Forecast	% of Total
Residential (units)								
Pueblo Ranch	3,622	25%	0	0%	3,260	90%	362	10%
Traditional Single Family	5,875	40%	5,125	87%	750	13%	0	0%
Attached	1,470	10%	1,070	73%	400	27%	0	0%
Multifamily	3,726	25%	3,726	100%	0	0%	0	0%
Total	**14,693**		**9,921**	**68%**	**4,410**	**30%**	**362**	**2%**
Non-residential (bldg sq ft)								
Retail	1,051,500	25%	893,775	85%	157,725	15%	52,575	5%
Service/Hospitality	791,200	19%	672,520	85%	118,680	15%	39,560	5%
Office/Institutional	752,600	18%	602,080	80%	150,520	20%	0	0%
Industrial/Flex	839,300	20%	587,510	70%	167,860	20%	83,930	10%
Heavy Industry/Land Based	819,700	19%	614,775	75%	0	0%	204,925	25%
Total	**4,254,300**		**3,370,660**	**79%**	**594,785**	**14%**	**380,990**	**9%**

Source: Economic & Planning Systems

APPENDIX C



SCENARIO OUTREACH MATERIALS

Three growth scenarios were developed as part of the Regional Comprehensive Plan process to explore different assumptions about where forecast demand for residential and non-residential development might occur over the 20-year planning horizon, and to evaluate possible benefits and trade-offs associated with different assumptions. This appendix includes outreach materials used to solicit input from regional stakeholders and the community at large.

YOUR PLAN YOUR PUEBLO

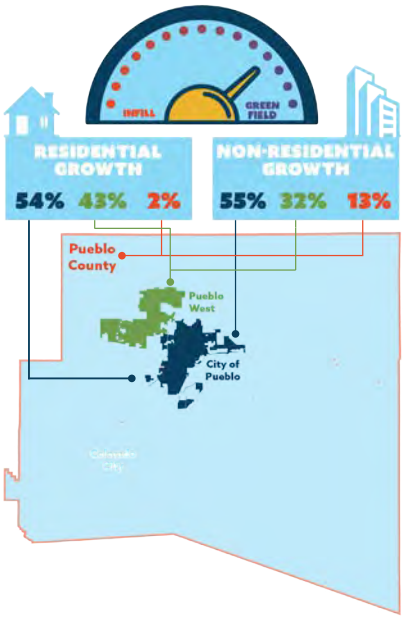
GROWTH SCENARIOS
AT A GLANCE

WHERE AND HOW SHOULD WE GROW?

By 2040, Pueblo County is forecast to add approximately 29,000 new residents. This translates into an estimated 14,700 new households and 13,319 new jobs. The choices we make today about where and how to accommodate this growth will play a direct role in our future quality of life and resilience as a region. Three growth scenarios were developed to explore different assumptions about where forecast demand for residential and non-residential development might occur over the 20-year planning horizon, and to evaluate possible benefits and trade-offs associated with different assumptions. The information below and on the supporting boards provides an overview of each scenario from a regional (county wide) perspective, but also highlight key considerations specific to the City of Pueblo and Pueblo West.

Scenario A: Twin Cities/ Outward Expansion

Pueblo West continues to grow at a faster rate than the City of Pueblo and attracts more residential and non-residential development, leading it to become more of a "full-service community." Growth extends north along the east side of I-25, either as part of a future annexation into the City of Pueblo, or as part of new, standalone metropolitan district (similar to Pueblo West).

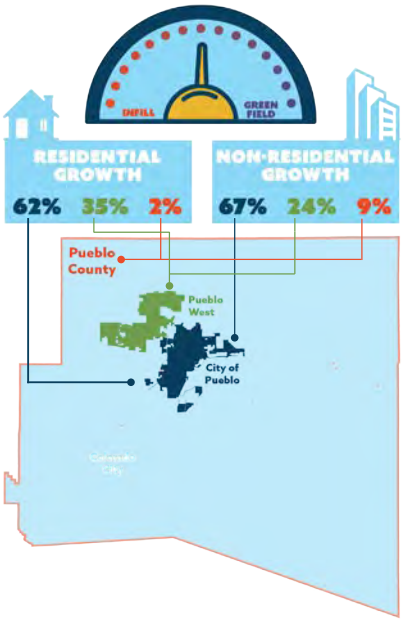


	LARGE LOT SINGLE-FAMILY	TRADITIONAL SINGLE-FAMILY	ATTACHED (2 TO 4 UNITS)	MULTI-FAMILY (5+ UNITS)
REST OF PUEBLO COUNTY	362	-	-	-
CITY OF PUEBLO	-	5,125	720	2,126
PUEBLO WEST	3,260	750	750	1,600

	RETAIL	SERVICE/ HOSPITALITY	OFFICE/ INSTITUTIONAL	INDUSTRIAL FLEX	HEAVY INDUSTRY
	52K	39K	-	168K	409K
	525K	395K	451K	251K	409K
	473K	356K	301K	419K	-

Scenario B: Central City Revitalization

The City of Pueblo captures an increasing share of residential and non-residential development, with a focus on the revitalization of Downtown Pueblo and core area neighborhoods and limiting future annexations. Market demand for a range of lifestyle options continues to drive growth in Pueblo West and other areas of the County but to a lesser degree than in Scenario A.

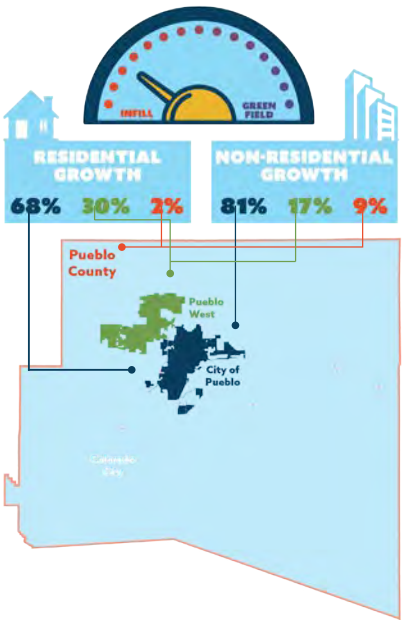


	LARGE LOT SINGLE-FAMILY	TRADITIONAL SINGLE-FAMILY	ATTACHED (2 TO 4 UNITS)	MULTI-FAMILY (5+ UNITS)
REST OF PUEBLO COUNTY	362	-	-	-
CITY OF PUEBLO	-	5,125	720	3,326
PUEBLO WEST	3,260	750	750	400

	RETAIL	SERVICE/ HOSPITALITY	OFFICE/ INSTITUTIONAL	INDUSTRIAL FLEX	HEAVY INDUSTRY
	52K	39K	-	84K	205K
	631K	475K	527K	503K	615K
	368K	277K	226K	251K	-

Scenario C: Regional Centers

"All-in" focus on directing the majority of residential and non-residential development to areas already served by infrastructure and services. Downtown Pueblo's role as a regional center is solidified through substantial growth and reinvestment, while a second full-service community/ regional center emerges near I-25 and Highway 50.



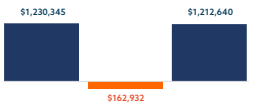
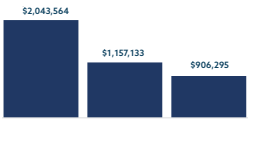
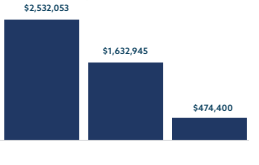
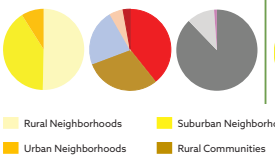
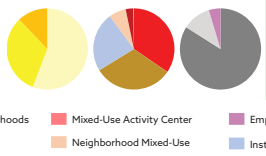
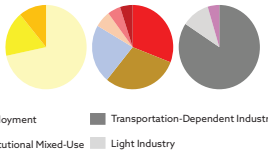
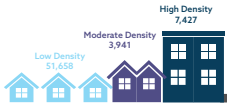
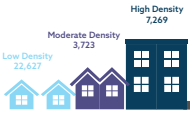
	LARGE LOT SINGLE-FAMILY	TRADITIONAL SINGLE-FAMILY	ATTACHED (2 TO 4 UNITS)	MULTI-FAMILY (5+ UNITS)
REST OF PUEBLO COUNTY	362	-	-	-
CITY OF PUEBLO	-	5,125	1,070	3,726
PUEBLO WEST	3,260	750	400	-

	RETAIL	SERVICE/ HOSPITALITY	OFFICE/ INSTITUTIONAL	INDUSTRIAL FLEX	HEAVY INDUSTRY
	52K	39K	-	84K	205K
	894K	673K	602K	587K	614K
	158K	119K	150K	168K	-

GROWTH SCENARIOS
COMPARING BENEFITS AND TRADE-OFFS

WHAT FACTORS ARE MOST IMPORTANT TO YOU?

Each growth scenario models a potential path forward for our region that will impact where we live and work, how we attract and accommodate growth, the cost of services, our impact on the environment, and how easily we can access services and amenities. Below are five metrics that illustrate the impacts and potential trade offs associated with each scenario.

	SCENARIO A: Twin Cities/Outward Expansion	SCENARIO B: Central City Revitalization	SCENARIO C: Regional Centers
FISCAL IMPACT **What it means:** The impact of new development on local government budgets **Why it is important:** The cost of providing services to development varies based on its location, the service provider, the land use, and the intensity of development. All of these factors impact local government revenues, the taxes and fees existing residents pay for services, and development feasibility.	 New investment in infrastructure and services focused on new greenfield development areas. Requires the greatest annual cost for maintaining new infrastructure and expanding services.	 Mix of investment in infrastructure and services between greenfield areas and infill areas. Requires average of annual costs for maintaining new infrastructure and expanding services.	 Greater focus of investment in infrastructure and services in infill areas. Most efficient scenario for maintaining new infrastructure and expanding services.
MIX OF USES **What it means:** The amount of land dedicated to different uses. **Why it is important:** Each scenario varies in how much area is expected to be utilized by each land use. This metric helps us see how different types of growth impact development patterns in different parts of Pueblo County.	 All communities see a greater mix of residential and non-residential uses, but Pueblo West captures higher share than today.	 A greater mix of residential and non-residential development occurs in all communities.	 Majority of non-residential development occurs in City of Pueblo, but all communities experience growth.
HOUSING DIVERSITY **What it means:** The types of housing that are built and available for rent and purchase. **Why it is important:** The types housing built in Pueblo County impact housing affordability, walkability/bikability, transit service, energy and water efficiency, the attractiveness of the community to new workers and employers, and variety of other factors.	 Demand for multi-family housing shifts to Pueblo West over the City of Pueblo.	 Demand for multi-family housing divided between City of Pueblo and Pueblo West.	 Demand for multi-family housing concentrated in City of Pueblo.
LOSS OF PRIME AGRICULTURAL LAND **What it means:** Land best suited for long-term production of food and other crops. In Pueblo County, prime agricultural lands are concentrated along the St. Charles Mesa and east to Avondale, Boone, and the county line. **Why it is important:** Removing prime agricultural land from productive use for development is permanent. The loss of this resource (and associated water rights) impacts the long-term viability of the agricultural industry and regional food system.	 Growth along the edge of established communities means greater loss in agricultural areas	 Emphasis on policies and incentives to encourage the preservation of prime agricultural land.	 Emphasis on wide range of strategies to encourage preservation of prime agricultural land.
INFILL VS. GREENFIELD DEVELOPMENT **What it means:** Infill development occurs on vacant or underutilized sites in previously developed areas. Greenfield development occurs on land that has never been developed. **Why it is important:** Extending and maintaining roads, water lines, and other services over a larger area (to serve greenfield development) is generally more costly than maintaining or expanding infrastructure and services in an established area.	 Allows for growth beyond areas already planned for urban development through annexation and/or creation of new metro districts.	 Encourages growth in areas already planned for urban development and encourages reinvestment in core areas of Pueblo.	 Focuses growth and reinvestment largely in established areas.

YOUR PLAN YOUR PUEBLO

GROWTH SCENARIOS
COMPARING BENEFITS AND TRADE-OFFS

WHAT FACTORS ARE MOST IMPORTANT TO YOU?

Each growth scenario models a potential path forward for our region that will impact where we live and work, how we attract and accommodate growth, the cost of services, our impact on the environment, and how easily we can access services and amenities. Below are five metrics that illustrate the impacts and potential trade offs associated with each scenario.

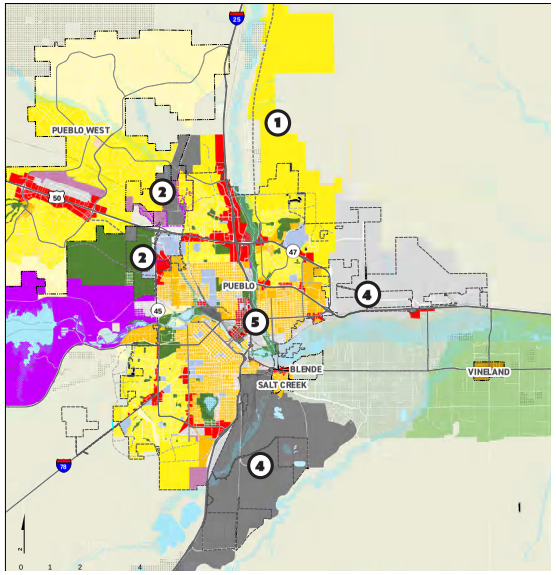
	SCENARIO A: Twin Cities/Outward Expansion	SCENARIO B: Central City Revitalization	SCENARIO C: Regional Centers
WATER CONSUMPTION **What it means:** Gallons per capita water demand. **Why it is important:** Different development types and forms of development use water differently. Aside from agriculture, single-family homes represent the largest source of water demand in Pueblo County. Using water wisely saves money (for ourselves and the community)and makes us more resilient to drought.	 Dispersed, low-intensity development is more water-intensive and requires the extension of new infrastructrue.	 Compact and higher-density development uses less water and is more efficient to serve using largely existing/planned infrastructure.	 Compact and higher-density development uses less water and is more efficient to serve using largely existing/planned infrastructure.
ENERGY CONSUMPTION **What it means:** The amount of energy (electricity and heating fuels like propane and natural gas) used per household. **Why it is important:** Different development types and forms of development vary in their energy consumption—smaller, more compact homes tend to use less than larger ones. Using energy wisely saves money (for ourselves and the community), makes us more resilient to service disruptions, and reduces greenhouse gas emissions.	 Dispersed, low-intensity development is more energy-intensive and requires the extension of new infrastructrue.	 Compact and higher-density development is more efficient to serve using largely existing/planned infrastructure.	 Compact and higher-density development is more efficient to serve using largely existing infrastructure.
ALIGNMENT WITH LONG-RANGE TRANSPORTATION PLAN **What it means:** How comfortable and convenient it is to walk, bike, or take transit to destinations **Why it is important:** Not everyone has access to (or can afford) a car to get to work, to school, or to basic services and amenities. How often people walk or take transit can depend on how connected a development is to infrastructure (sidewalks, paths, etc.), transit service, and services and amenities (stores, jobs, schools, childcare, etc.) that people can walk, bike, or take transit to.	 Development is concentrated in areas where transit, sidewalks, and bike lanes are limited and may not be planned, increasing reliance on driving.	 Development in established neighborhoods (where transit, sidewalks, and bike lanes already exist) allows more people to get around without driving.	 Highest concentration of density in core (where transit, sidewalks, and bike lanes already exist) supports planned improvements and allows more people to get around without driving.
ACCESS TO SERVICES AND AMENITIES **What it means:** How easy is it to access services and amenities—like schools, childcare, transit, stores that sell healthy and affordable food, libraries, and parks. **Why it is important:** In some cases, the communities that would benefit most from services and amenities are also the farthest away or have the fewest transportation options to access them. How the region grows can impact where services and amenities develop and how equitably access is distributed.	 Growth and development in Pueblo West improves access in those areas, but expansion of services and amenities in older parts of Pueblo is limited.	 Growth and development in established neighborhoods increases the number of people that live near services and amenities.	 Highest concentration of density in core increases the number of people that live near services and amenities.

YOUR PLAN YOUR PUEBLO

GROWTH SCENARIOS

CITY OF PUEBLO

Scenario A: Twin Cities/Outward Expansion



- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Agricultural Mixed-Use (AG-MU)
- Urban Neighborhoods (UN)

How will Pueblo grow?

Most new residential development is concentrated on the periphery of Pueblo as part of a significant expansion of the City limits to the north. Non-residential development (retail, commercial, offices, and industry) also occurs at community edges. Downtown Pueblo and core area neighborhoods see limited infill/redevelopment and reinvestment.

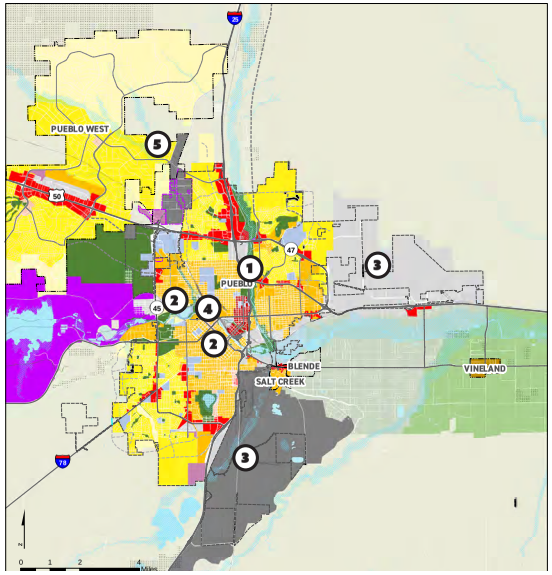
What would it take?

- Substantial investment in new infrastructure and services (roads, parks, fire station, etc.) needed to serve new greenfield development
- Flexible annexation policy
- Strong focus on balancing available City resources between newly developing areas and established areas

Where will we see the most change?

1. Potential for substantial expansion of new suburban neighborhoods to the north
2. Focus on buildout of a mix of residential and non-residential uses on the west side (north and south of Hwy 50)
3. Planned employment areas continue to see incremental growth
4. Greenfield areas at Pueblo's edges that are already planned for residential continue to develop
5. Some infill/redevelopment and reinvestment continues in Downtown and core area

Scenario B: Central City Revitalization



- Rural Communities (RC)
- Mixed-Use Activity Center (MUAC)
- Neighborhood Mixed-Use (NMU)
- Institutional Mixed-Use (IMU)

How will Pueblo grow?

Growth is directed primarily toward Downtown and core neighborhoods. Residential development features a greater mix of housing types and complementary neighborhood retail, commercial, and office development. Some residential and non-residential growth continues at the City's edges (within city limits).

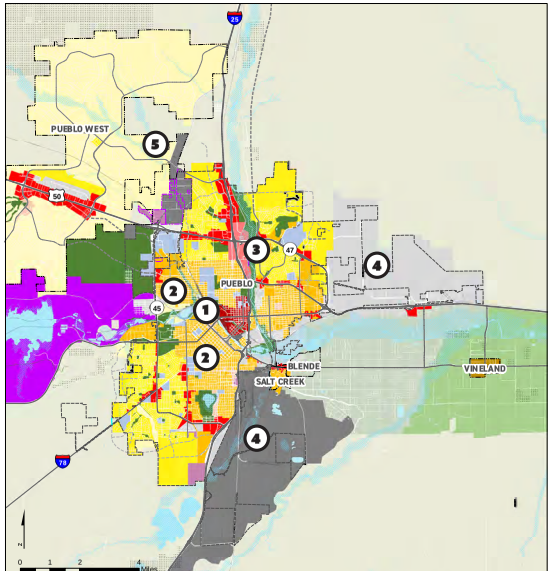
What would it take?

- Targeted investment in infrastructure and services to serve greenfield areas already planned for development
- Limits on future annexation
- Strong focus on reinvestment in Downtown and core areas
- Development standards to guide residential infill/redevelopment

Where will we see the most change?

1. Underutilized commercial areas at Hwy 50/I-25 transition to a mix of light industry and multifamily residential
2. Targeted infill/redevelopment expands housing options in core areas and on west side
3. Planned employment areas continue to see incremental growth
4. Emphasis on increasing higher density housing on underutilized sites adjacent to Downtown
5. New employment node emerges along rail line

Scenario C: Regional Centers



- Employment (EMP)
- Transportation-Dependent Industry (TDI)
- Light Industry (LI)
- Rural Ranch (RR)

How will Pueblo grow?

Growth and reinvestment is directed to Downtown and core areas, while a second full-service community/ regional center emerges at Hwy 50/I-25. The overall mix of housing and services in the City expands significantly. Some residential and non-residential growth continues at the City's edges (within city limits).

What would it take?

- Expanded focus on strategies to improve infrastructure and facilitate infill/redevelopment in Downtown and core area
- Coordinated effort to redevelop underutilized sites at Hwy 50/I-25 as a new mixed-use activity center
- Limits on future annexation
- Development standards to guide residential infill/redevelopment

Where will we see the most change?

1. Redevelopment of underutilized sites west of Downtown expand core area footprint and mix of uses
2. Targeted infill/redevelopment expands housing options and neighborhood services in core areas and on west side
3. Underutilized commercial areas transition to a mix of commercial/ retail, office, and higher-density residential
4. Planned employment areas continue to see incremental growth
5. New employment node emerges along rail line

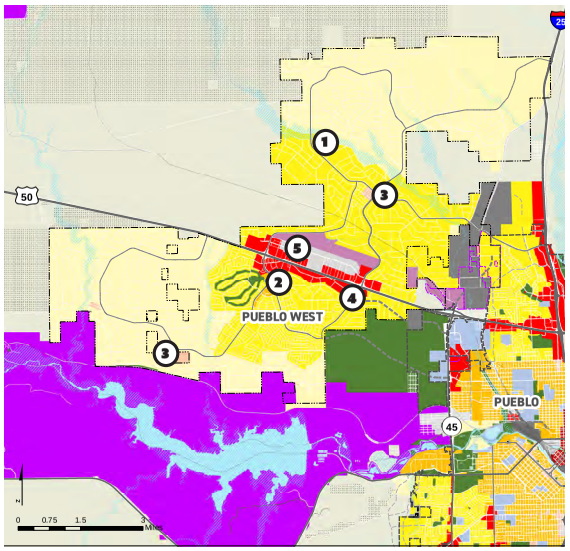
Generally, which of the scenarios most closely aligns with your vision for the future of Pueblo County? Place a dot to let us know!

YOUR PLAN YOUR PUEBLO

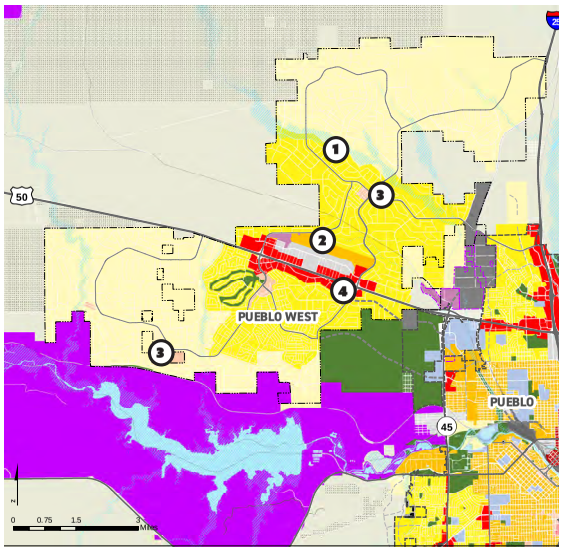
GROWTH SCENARIOS

PUEBLO WEST

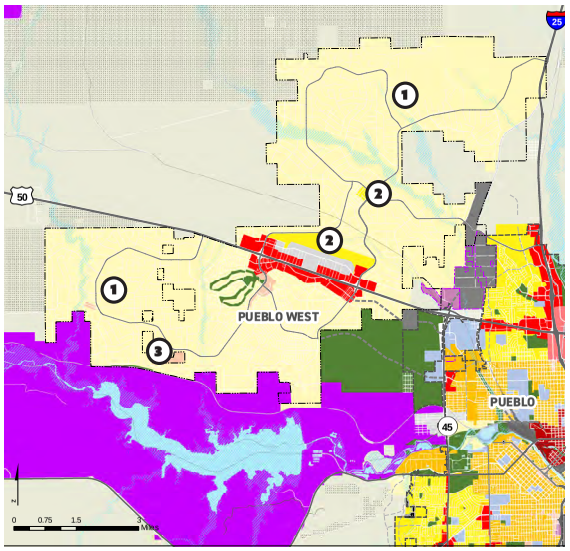
Scenario A: Twin Cities/Outward Expansion



Scenario B: Central City Revitalization



Scenario C: Regional Centers



- Rural Neighborhoods (RN)
- Agricultural Mixed-Use (AG-MU)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Institutional Mixed-Use (IMU)
- Employment (EMP)
- Light Industry (LI)
- Transportation-Dependent Industry (TDI)
- Rural Ranch (RR)

How will Pueblo West grow?

Pueblo West captures an increasing share of attached single-family and multi-family residential development, which leads to demand for retail and commercial uses along Highway 50 and at neighborhood centers. Funding for services and infrastructure allow Pueblo West to provide a higher level of service—like a town or city.

What would it take?

- Greater investment in infrastructure and services—at community centers and along Highway 50 corridor
- Possible expansion of transit service between City and Pueblo West
- Community support for higher density neighborhoods, more employment areas, and higher taxes to provide expanded services

Where will we see the most change?

1. New residential growth is mix of rural (like today) and suburban
2. Multi-family and attached single-family development occurs near community centers
3. Small neighborhood mixed-use centers establish within neighborhoods
4. Offices, retail, and service/hospitality development is focused along US 50 corridor
5. Light industrial/flex development develops alongside existing commercial and employment areas

How will Pueblo West grow?

Pueblo West captures the bulk of the large-lot single-family housing market, and a larger mix of housing types, but less mutli-family housing, retail, commercial, and office uses than the City of Pueblo.

What would it take?

- Greater investment in infrastructure and services—at community centers and along Highway 50 corridor
- Neighborhood commercial centers help cover costs of better services
- Community support for higher density neighborhoods and higher taxes to provide expanded services

Where will we see the most change?

1. New residential growth is mix of rural (like today) and suburban
2. Multi-family and attached single-family development near community centers
3. Small neighborhood mixed-use centers establish within neighborhoods
4. Offices, retail, and service/hospitality development is focused along US 50 corridor

How will Pueblo West grow?

Pueblo West continues to increase share of large-lot single-family housing, with some housing diversification, but with less medium-density housing and no multi-family housing. Pueblo West has modest growth of office space but less retail and service/hospitality development.

What would it take?

- Focusing growth in vacant areas within large-lot single-family neighborhoods (at a similar density)
- Road and trail networks expanded over time to serve new residential areas
- Continuation of existing level of service for roads, parks, and other services unless taxes raised

Where will we see the most change?

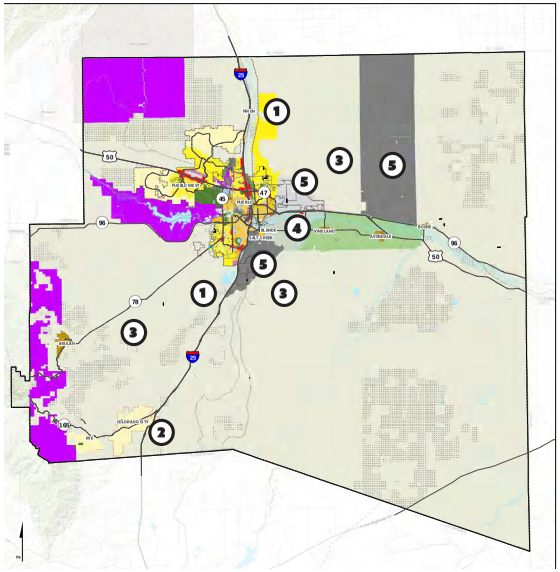
1. Residential growth generally follows existing large-lot single-family character
2. Limited attached single-family development near services along US 50
3. Small neighborhood mixed-use centers serve surrounding residents

Generally, which of the scenarios most closely aligns with your vision for the future of Pueblo County? Place a dot to let us know!

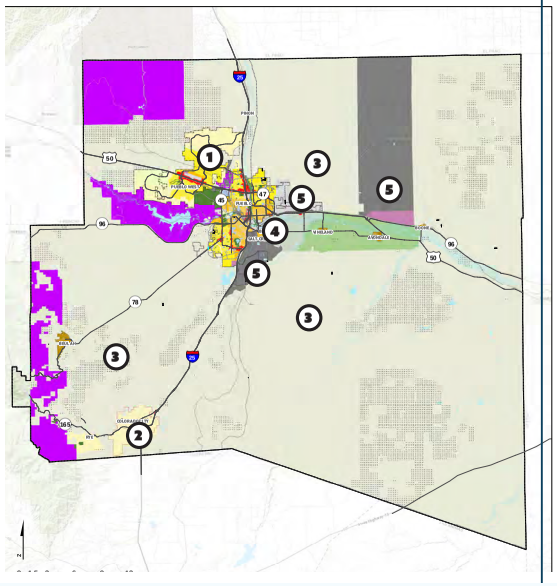
YOUR PLAN YOUR PUEBLO

GROWTH SCENARIOS
PUEBLO COUNTY

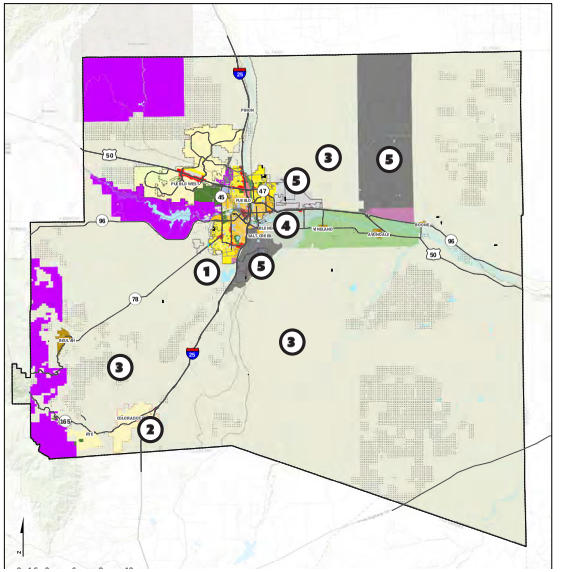
Scenario A: Twin Cities/Outward Expansion



Scenario B: Central City Revitalization



Scenario C: Regional Centers



- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Rural Communities (RC)
- Mixed-Use Activity Center (MUAC)
- Employment (EMP)
- Transportation-Dependent Industry (TDI)
- Agricultural Mixed-Use (AG-MU)
- Urban Neighborhoods (UN)
- Neighborhood Mixed-Use (NMU)
- Institutional Mixed-Use (IMU)
- Light Industry (LI)
- Rural Ranch (RR)

How will Pueblo County grow?

Some rural development activity continues (rural subdivisions,industrial, and limited commercial activity). City limits on annexation could result in more development and new metropolitan district (like Pueblo West) in the County. Lot splits, residential development, and incompatible development continue to diminish the viability of prime agricultural lands east of the City.

What would it take?

- Continuation of current zoning regulations
- Willingness on the part of the County and community to accept "urban" development outside City or established metro districts

Where will we see the most change?

1. Potential for a new metro district (similar to Pueblo West) in response to demand from Colorado Springs
2. Slow residential growth continues in Colorado City with some new commercial development along I-25
3. Land-based industrial development (e.g. hemp/cannabis and solar) grow with few compatibility limitations
3. Subdivisions, lot splits, and incompatible uses reduce the viability of prime agricultural and ranch lands
5. Planned employment areas continue to see incremental growth

How will Pueblo County grow?

Some rural development activity continues (rural subdivisions,industrial, and limited commercial activity). Fragmentation of prime agricultural land and ranch lands is mitigated by stronger policies and regulations. Slow growth continues in outlying communities.

What would it take?

- Stronger policies and regulations regarding clustering of rural subdivisions, land use compatibility, and conversion of prime agricultural land
- Firm stance on the part of the County and community to not accept "urban" development outside City or established metro districts

Where will we see the most change?

1. Some new rural subdivisions are platted based on water availability and minimum lot size
2. Slow residential growth continues in Colorado City with some new commercial development along I-25
3. New industrial uses (e.g. solar and hemp/MMJ) are guided by location and compatibility criteria to minimize impacts on adjacent uses
4. Incentives discourage residential lot splits on St. Charles Mesa to limit loss of prime agricultural land
5. Planned employment areas continue to see incremental growth

How will Pueblo County grow?

Some rural development activity continues (rural subdivisions,industrial, and limited commercial activity). Fragmentation of prime agricultural land and ranch lands is mitigated by stronger policies and regulations and an expanded focus on conservation strategies. Slow growth continues in outlying communities.

What would it take?

- Stronger policies and regulations regarding clustering of rural subdivisions, land use compatibility, and conversion of prime agricultural land
- Firm stance on the part of the County and community to not accept "urban" development outside City or established metro districts
- Dedication of County resources and leadership to pursue a variety of agricultural preservation strategies

Where will we see the most change?

1. Some new rural subdivisions are platted based on water availability and minimum lot size
2. Slow residential growth continues in Colorado City with some new commercial development along I-25
3. New industrial uses (e.g. solar and hemp/MMJ) are guided by location and compatibility criteria to minimize impacts on adjacent uses
4. Incentives discourage residential lot splits on St. Charles Mesa to limit loss of prime agricultural land; emphasis on agritourism opportunities
5. Planned employment areas continue to see incremental growth

Generally, which of the scenarios most closely aligns with your vision for the future of Pueblo County? Place a dot to let us know!

APPENDIX D



TOOLS AND BEST PRACTICES TO SUPPORT AGRICULTURE

INTRODUCTION

This appendix provides an overview of several types of programs that are used to protect and preserve agricultural lands from development—agricultural incentives, transfer of development rights, and purchase of development rights. These programs are described in detail with example programs provided wherever possible. Example programs are generally based within Colorado, but some non-Colorado examples may be included if they are particularly successful or relevant to Pueblo County. Additional information is provided with a link to an outside webpage.

AGRICULTURE INCENTIVE PROGRAMS

State Based Tax Credit Program

Colorado is one of a few states that has a tax credit program, which leads the nation in providing tax incentives for the donation of a conservation easement. The purpose of the easement is to limit or prohibit development on specified lands to protect and preserve conservation values in perpetuity. This includes conservation of natural habitat, scenic views, open space, and agricultural lands. The conservation easement is recorded in the public record and is enforced by the holder of the conservation easement—often a local nonprofit land trust. To be eligible for the Colorado state income tax credit, conservation easements must be donated in perpetuity.

In Colorado, a landowner that donates a conservation easement will receive a tax credit certificate from the Division of Conservation, which can then be claimed as a state income tax credit. The tax credit is not a tax deduction, but rather a dollar-for-dollar reduction of state income tax liability, which is transferable and can be sold at a later date. Beginning in 2015, tax credit certificates were issued for 75 percent of the first $100,000 of donated value and 50 percent of any remaining donated value. Tax credit certificates increased to 90 percent of the first $100,000 of donated value in 2021. The maximum is $5 million per donation. Credits in excess of $1.5 million are issued in increments of up to $1.5 million per year in future years.

The tax credit certificate application process ensures the conservation easement donations meet the requirements of a qualified conservation contribution under Section 170(h) of the Internal Revenue Code. They are supported by a qualified appraisal prepared by an appraiser.

Approval and denial of tax credit certificate applications is conferred with the Conservation Easement Oversight Commission and the Director of the Division of Conservation. Examinations of all applications must be completed in 120 days.

Additional information can be found at: https://conservation.colorado.gov/tax-credit-certificates

Agriculture Workforce Development Program

For young and aspiring farmers there is often a significant barrier to entry into the business of agriculture. One major challenge is access to training programs that provide real-world experience to young and novice farmers and ranchers. Internships are an effective way to begin a career path with aligned education, training, and hands-on learning. The Agricultural Workforce Development Program, established by SB18-042, is a new program that reimburses qualified agricultural businesses up to 50 percent of the cost of hiring a farm apprentice. The costs to hire an intern includes wages paid, reasonable allocation of fixed overhead expenses, and all incidental costs directly related to the internship. Through the application process the Colorado Department of Agriculture (CDA) determines how many internships may approved and whether a business can be reimbursed for more than one intern. The maximum number of interns any one business can be reimbursed for is three per fiscal year. Ultimately, this will help existing farmers and ranchers stay in production while also allowing young farmers and ranchers to gain better access to land, equipment, and mentorship in Colorado.

As of November 2020, the CDA has funded 35 internships at 18 different Colorado agricultural businesses. For the 2021 growing season, CDA expects to award approximately $48,000 to Colorado agricultural businesses through the program. Recent changes to the program include a relaxing of the requirement that interns be residents of Colorado and a realignment of the internship timeline to reflect the growing season.

Additional information can be found at:

- https://docs.google.com/forms/d/e/1FAIpQLSeR3i5nmZc-g2CgwEckmqqGWgXtxeBYtj8pgzC9TwoDSUyadw/viewform.
- https://ag.colorado.gov/markets/agricultural-workforce-development-program
- https://leg.colorado.gov/sites/default/files/documents/2018A/bills/2018a_042_enr.pdf

Beginning Farm Loan Program

The Colorado Agriculture Development Authority (CADA) offers a loan program called the Beginning Farm Program. The initiative involves three entities: the lender, the borrower, and the CADA, which issues a tax-exempt bond to the lender to make any interest paid by borrower tax-exempt. in the result is an interest rate to the borrower below commercial rates.

The program is initiated by a bank, savings and loan institution, insurance company, or other lending institution (sometimes include private individuals like the current landowner) that is qualified to offer loans through this program. With the help of the lender, the prospective farmer goes through the process of qualifying with the lender, completing a loan application, establishing a preliminary agreement, and submitting application fees to the CADA. After the application has been reviewed and approved by the CADA Board, a closing date is set. At closing, the CADA issues a tax-exempt bond to the lender with payment from the lender for the bond will passing through the CADA along to the borrower to fund the project. The borrower's payments on the loan are assigned by CADA to the lender, thereby becoming the payments on the bond. The only fees associated with this program are application fees, legal fees, closing fees, and an annual fee which equals 0.00125 percent of the unpaid principal of the bond.

Criteria to qualify for program:

- Borrower must be a Beginning Farmer which is defined as an individual who has never owned farmland which is equal to or greater than 30 percent of the median county farm acreage.
- Funds can only be used for the purchase of agricultural land and depreciable agricultural property.
- The maximum which can be borrowed is $543,800.
- Borrower must be approved by a lender.
- Loans are not guaranteed by the government or by CADA.
- The borrower and lender must mutually agree upon the terms of the loan (i.e., interest rate, length of loan).
- Interest rates can be either fixed or floating.
- Loan applications must be approved by CADA within 60 days of any payments made on the project.
- No portion of the loan may be used for a personal residence.

Additional information can be found at: https://cada-farmloan.com/beginning-farmer-loan-program/

Community Agriculture Alliance Micro Loan Program

The Community Agriculture Alliance (CAA) launched a micro loan program in 2019 to provide financial support for local agricultural businesses in Northwest Colorado. The program was initially funded by a $10,000 gift from a donor to begin the revolving loan fund.

A Committee of CAA Board Members accepts and reviews applications with a goal of providing short term, micro loans for local agriculture. Loan terms and amounts are based on specific project details. Basic information and eligibility specifics below:

- Must be existing agriculture business or operation, with a special interest in food production;
- Must be 18 years old, or have adult co-signer;
- Must adhere to CAA Anti-Discrimination Policy and be current CAA member;
- Loan excludes general operating, land purchase, or lease (applications should focus on specific need or project);
- Loans are small (under $10,000) and short term (3 months to 2 years) with an interest rate of 2.5%; and
- Repayment of loans goes back into the CAA Micro Loan revolving fund.

As an example, the CAA approved the following loans in February 2020:

- Innovative Ag Colorado – a 2-year loan to fund expansion of local food production, specifically mushroom and micro green production.
- Bee Grateful Farm – a 7-month, one growing season loan for fencing, irrigation, and season extension coverings with the goal of increased produce growing.
- M & M Custom Grazing – a 6-month loan to purchase cattle to stock a rotational grazing program on leased land.

Additional information can be found at: https://communityagalliance.org/programs/

Land Lease Programs

Boulder County

The Boulder County Parks and Open Space (BCPOS) department has many plans to conserve natural, cultural, and agricultural resources and provide public uses that reflect sound resource management and community values. One such program is the Land Lease Program, which allows for protected agriculture lands owned by the County to be leased to qualified farmers with the intention of keeping these productive lands active while preserving them from development.

Of Boulder County's 100,000 acres of open space, about 25,000 acres are protected agriculture lands that are leased to operators. These properties were acquired by the County through a combination of voter approved sales taxes, property taxes, state lottery contributions, and grant funding. Most of these agricultural lands are dedicated to growing various crops.

Through a set of matrix criteria, the BCPOS evaluates and selects the best steward for a property, preferably one with a focus on applying regenerative practices and improving soil health. The BCPOS then negotiates leases focused on the care and stewardship of County assets and respect for the public trust.

The types of leases available to farmers are:

- Cash Rent;
- Crop Share;
- AUD Grazing (can be separate or a part of a Cash or Crop Share lease); and
- Emergency or Prescriptive AUD Grazing.

Under an agricultural lease, the County acts as a landlord and the farmer or rancher as the tenant exclusive possession of the property for a specified time in return for a periodic payment. If the farmer or rancher operates legally, maintains proper insurance, and makes payments on time, the lease remains in place for the term and the tenant possesses the discretion to exercise any further options to renew the lease, as set forth in the lease. Leases are generally non-transferable without the County's approval, and tenant responsibilities and limits on possession or use are further specified in the lease terms.

The BCPOS is limited to leases for up to three years with revenue up to $50,000.00 per year. The Board of County Commissioners must approve leases for a term of more than three years or if revenue is estimated to be more than $50,000.00 per year.

To ensure transparency, copies of documents related to the agricultural leasing process, including lists of available properties and RFP, are posted on the Boulder County website. After a lease has been awarded, all documents for the entire process become public records and are available for public inspection.

While this program is competitive, it offers an easier way for young and beginner farmers to find affordable land to farm on without all the risks of full ownership so long as they meet certain criteria.

Additional information can be found at: https://www.bouldercounty.org/departments/parks-and-open-space/ Pitkin County Pitkin County's Open Space and Trail Department (OST) operates a land lease program on several properties acquired for open space with an active agricultural component that they wish to see remain as productive agriculture lands. The mission of the program is to find appropriate tenants or lessees to manage each OST property.

The OST ensures lessee management and activities are compatible with open space properties with more comprehensive record keeping of agricultural inputs and oversight of agricultural operations. At minimum, all lessees will be required to keep records on irrigation, fertilizer, seeding, and yield. An annual operating plan is developed for each lease to assist OST staff in assessing proper property management and to ensure compliance with any existing management plans and conservation easements associated with the leased ground. OST staff will also make regular site visits to leased properties to facilitate communication. Any structures associated with an agricultural lease are managed in accordance with the management plan for that OST property. Leases are often in the form of either subleasing/assignment or growers' associations/cooperative agriculture leases.

The OST leases approximately 352 acres each year with individual leases ranging from 10 to 100 acres. In response to this increase in available land and an increased interest in leasing from Pitkin County, OST has drafted an updated Open Space Lease Policy to recognize the needs of beginning farmers and ranchers, and to protect the ability of all producers to thrive and provide local food for the community

Additional information can be found at: https://pitkincounty.com/DocumentCenter/View/8713/Agricultural-Lease-Bid-Process?bidId

Agritourism

Much of Colorado was founded on agriculture and the agricultural economy is still vital to many local economies. Agritourism is a way for farmers and ranchers to make additional income and diversify operations through activities, events, and services related to agriculture, which may take place on or off the farm or ranch. This is a valuable opportunity to connect everyday Coloradans and tourists with the heritage, natural resources, or culinary experiences they value. There are three general classifications of agritourism activities: on-farm/ranch, food-based, and heritage activities. Some of the operations for agritourism include bed & breakfasts, farmers markets, and agriculture festivals. In 2017, the last USDA Ag Census indicated that 1,056 Colorado farms offered agritourism and recreational services, totaling approximately $64 million in additional farm income.

The Colorado Department of Agriculture (CDA) compiles a list of events, activities, and participants for each region, for every fiscal year, to increase awareness for the programs for agricultural operators and potential visitors.

In response to the upswing in agritourism the Colorado Tourism Office (CTO) has helped smaller operators add offerings such as dinners, tours, you-pick produce, and overnight farm stays. As part of this initiative, the CTO launched the Cultural, Heritage/Agriculture Mentor Program in 2014. Agricultural operators that aspire to expand business operations are paired with experts, who receive compensation from the CTO and provide guidance on topics like hospitality, public relations, and grant-writing.

These programs build on the growing desire from many people to buy from and support local industries, especially within the farmers market and CSA sectors. Mesa County offers an example of a successful program that could be adapted to Pueblo County. In 2011, the Palisade Wine and Fruit Byway was established to encourage agritourism. The Byway includes signage and kiosks directing bicyclists and motorists touring the orchards and wineries of Orchard Mesa along a 25-mile loop route starting at 32 and C Roads.

Additional information can be found at:

- https://ag.colorado.gov/markets/marketing/promotions/agritourism.
- https://www.codepublishing.com/CO/GrandJunction/html3/GrandJunction39/GrandJunction3916.html

TRANSFER OF DEVELOPMENT RIGHTS PROGRAMS

About

Transfer of Development Rights (TDR) programs shift development rights from areas unsuitable for development (e.g., natural hazard areas) or areas where lower density or land conservation are desired (e.g., sensitive lands such as wetlands or agricultural lands) to areas where more growth or higher densities are desired. These are often referred to as sending areas and receiving areas, respectively. TDR programs facilitate the sale of development rights in sending areas to developers in receiving areas who usually receive some additional development potential with the purchased development rights. A conservation easement may be placed on the property from which the development rights are transferred. TDR transactions are usually between private landowners and developers, although some communities maintain a "TDR bank" that buys development rights with public funds and "banks" the TDRs until there is a willing buyer in a receiving area.

Purpose

TDR programs are used to achieve dual community goals of preserving lower density rural areas and encouraging higher density growth near existing communities with readily available or planned public services and infrastructure. TDR programs are favored in many communities for creating a market-based system that leverages private sector resources to fund land preservation programs. These programs also ensure that landowners in sending areas that may lose development potential realize the fair market value of their land.

Key Elements

TDR programs are often developed in conjunction with comprehensive plans that seek to minimize urbanization in surrounding rural areas and the proliferation of dispersed development in rural areas. Often these goals are tied to preserving contiguous natural areas (i.e., habitat corridors) or minimizing conflicts between agricultural activities and developed areas (particularly residential development) and pressures to convert agricultural land to non-agricultural uses. TDR programs work best where there is a demand for development that can only be achieved through the increase in density allowed by purchasing development rights. Key elements found in TDR programs are:

- Identification and mapping of sending areas based on core community values about resource conservation as articulated in comprehensive plans or open space plans. Resource areas often include agricultural lands, wetlands, woodlands, habitat areas, historic resources, viewsheds, shores or coastlines, etc.
- Strict sending-area development regulations that limit density based on acceptable community thresholds.
- Identification and mapping of receiving areas based on comprehensive plan goals regarding growth and density. Receiving areas need to be where there is a market for higher density and where higher density is compatible with existing development.
- Density and/or TDR incentives that are attractive for landowners in sending and receiving areas and that are tailored to local market conditions.
- Specific formulas for determining the amount of development rights available from a property in a sending area and for allocating those rights to a development in the receiving area. That is, how many TDRs a property has available to sell and how much each TDR will increase the allowed density for the development in the receiving area. The marketplace determines the value of TDRs at any point in time.
- An approval process for authorizing the transfer of development rights.
- Some programs establish a TDR bank to purchase, hold, and resell TDRs.
- Some programs include incentives for developers to purchase TDRs. These are usually in the form of exemptions from other development conditions normally required for approval.
- Outreach to inform landowners and developers about program features and to educate the

public about the community benefits of the program.

Funding

Public funds are generally not used to finance TDR programs. Instead, the programs are intended to stimulate private sector participation by creating a market for development rights. In some cases, however, TDR banks are established, and public funds are used to purchase TDRs from willing sellers to be sold to buyers in receiving areas when there is a market for the TDRs.

Example Programs

Boulder County, Colorado

BACKGROUND

Boulder County established a TDR program in August 2008 to protect lands with productive agricultural value or environmentally sensitive areas such as wetlands, rare plantings, or wildlife habitat. The program also responds to the dramatic increase in median dwelling unit size in the last decade and the need to preserve the diversity of the housing stock in the county.

The TDR program is used alongside other land development tools such as the nonurban planned unit developments program, which started in 1978, and the majority of the county being limited to 35-acre minimum lot sizes. In conjunction with the TDR program, the County also requires a site plan review standard of compatibility—requiring that the size of dwelling units remain compatible with the surrounding neighborhood (area within 1,500 feet of the site, platted subdivisions of more than seven developed lots, or mapped townsites).

The TRD program mandates that all property owners in unincorporated areas purchase transferable development credits (TDC) if they want to build a home of more than 6,000 square feet. If a property owner has a vacant parcel or home smaller than 2,000 square feet in an unincorporated area, they may sell their TDC to a developer or homeowner seeking to build a larger home. This requires that the impacts of larger homes be offset through the preservation of either vacant land or smaller homes. There is no maximum house size limitation included in this program.

Sending sites for the TDR program, which must be in unincorporated Boulder County, are eligible to receive two units per 35 acres with an extra unit allowed per 35 acres if an undivided interest in water rights stays in use on the land and is deeded to the county.

Potential receiving areas are not mapped by the County to avoid artificially raising or lowering property values through speculation. Rather, the County requires that any interested property owner show how their property meets the criteria for approval as a receiving area. Neighboring landowners are notified, and public hearings are held once a receiving area is proposed. The County has intergovernmental agreements with several of the communities within the county to act as sending and receiving areas, including the Boulder, Erie, Lafayette, Longmont, Louisville, and Superior. Unless there is an intergovernmental agreement that requires a higher percentage, 75 percent of the units transferred to the receiving site are required to come from a defined sub-area surrounding the site.

The sale, purchase, and exchange of TDCs are completed through a 3rd party clearing house that helps facilitate communication between buyers and sellers. Although the County has yet to purchase any TDCs, they may depend on market conditions.

Once the owner agrees to restrict uses of the property in exchange for a TDC, their land is deeded with a conservation easement in perpetuity. Owners of TDCs can sell to developers for use wherever the County and a local municipality have agreed to allow greater density, or TDCs that owners can sell for use on properties where owners have received land use approval to exceed single-family residential size limits. These properties remain privately owned and are therefore not open to the public.

RESULTS

Conservation easements on privately-owned land from the TDR program have preserved over 39,000 acres of land. The strength in the housing market in Boulder County provides a good incentive for people who want to develop on sensitive lands. The third-party marketplace is a transparent way for

both buyers and sellers to see how much TDRs and TDCs are worth and helps match potential buyers and sellers. The program also allows more flexibility because there are no exact defined sending and receiving areas.

Additional information can be found at:

- https://www.dailycamera.com/2010/11/23/boulder-county-slightly-softens-house-size-rules/
- https://www.bouldercounty.org/property-and-land/land-use/planning/transferable-development-rights-tdr/

Larimer County, Colorado

BACKGROUND

In September 1998, the City of Fort Collins and Larimer County approved a TDR program to coordinate development patterns towards a specific area in the southern area of the Fort Collins Growth Management Area and to implement the Fossil Creek Reservoir Area Plan. The purpose of the plan is to maintain significant natural areas, wildlife, scenic views, and farmland between Fort Collins and Loveland, and surrounding Fossil Creek Reservoir while directing new development to a receiving area called the Fossil Creek Reservoir Area through the trade of transferrable density units (TDU).

The sending area includes about 500 acres immediately surrounding the reservoir, effectively creating a ¼ mile natural resource buffer around the edges of the naturally sensitive reservoir area. New development was directed to an area north of the Fossil Creek Reservoir called the Fossil Creek TDU zone. To develop a parcel in the Fossil Creek TDU zone, at a residential density greater than that allowed by the underlying zoning classification, the owner must transfer TDUs from the sending area(s). Any owner of a receiving parcel who is required to obtain TDUs but could not secure any may voluntarily elect to pay a fee-in-lieu of transferring TDUs if specific conditions are met.

The baseline density for sending areas in the program is 114.5 percent of the density allowed by the current district. The baseline can increase for sites that include significant natural resources, community buffers, wildlife corridors, agriculture, park sites, historic landmarks, or important scenic views. TDUs may also be reduced for sending areas of 40 acres or less or when the site contains low development potential. The landowner can sell all or some of the TDUs. The TDU places an easement on the landowner's title that restricts all future development of the sending parcel. On the receiving sites one and half units can be built for each TDU purchased.

In 2019, the TDU program in Larimer County was discontinued because the objectives of the program were accomplished with the development build-out of the TDU Receiving Area and annexation. A total of 1,760 units were transferred into the Receiving Area and a total of 503 acres were protected in the sending areas. There was only one remaining property in the Receiving Area when the program ended.

RESULTS

The TDR program preserved a defined area set forth by the County and directed growth and densities to more desirable areas through a mandated program. The only potential shortcoming of the program was the limited scope of the program, which only applied to a limited geographic area between Fort Collins and Loveland.

Additional information can be found at:

- Larimer_County-_Co_TDR_Enabling_Ordinance_0.pdf (pcdn.co)
- https://s30428.pcdn.co/wp-content/uploads/sites/2/2019/09/Larimer_County-_Co_TDR_Enabling_Ordinance_0.pdf
- https://www.fcgov.com/planning/pdf/fossil-creek-doc.pdf

Mesa County, Colorado

BACKGROUND

In 1998, Mesa County and the cities of Fruita and Grand Junction entered into a Cooperative Planning Agreement for a Transfer of Development Rights/Credits Program (TDR/C) program. The program provides an agriculture buffer between the towns and preserve the natural landscapes, vegetation,

views, and wildlife while also preventing the subdividing of parcels. The program established a framework to match landowners that are eligible to sell development rights with land developers that desire to purchase development credits. Within the county, there are TDR/C sub-programs where unique sending and receiving are defined for each specific area and are designated by a map.

The program is entirely voluntary with property owners able to sell their development rights/credits to a buyer at a value established by the seller and the buyer, usually a fair market rate. After agreeing to the transfer of the development right, the sending area is then issued a Transferable Development Right/Credit Certificate by Mesa County. The Certificate is based on a Declaration of Restriction of Development and Easement signed by the owner of record from which Transferable Development Rights/Credits are being transferred, which must be presented to Mesa County. The buyer then uses these credits to develop at a density greater than that allowed by either the underlying Rural Residential zoning district or the Community Residential zoning district. These areas must be developed as a Planned Unit Development (PUD) in Fruita. A landowner with one TDR /C from unincorporated Mesa County is allowed seven additional dwelling units in the Fruita Receiving Area or eight if located within the buffer area.

Sending areas are typically land that is determined to remain undeveloped, such as prime agricultural land, an open space buffer between growing communities or an area with significant natural features. They are generally within three miles of Fruita's proposed 201 Sewer Service Area as identified in the 2002 Fruita Community Plan, or in the Fruita/Grand Junction/Mesa County Cooperative Planning Area (Buffer Zone) established by an Intergovernmental Agreement between Mesa County and the cities of Fruita and Grand Junction, or the Mesa County Agricultural/Forestry/Transition (AFT) zoning district, any Mesa County Urban Residential zoning district, or certain Industrial/Commercial areas (excluding those areas located in the "floodway" as determined by FEMA Flood Insurance Rate Maps). Sending areas must be at least ten aces in size and at least five acres must be preserved when selling off TDR/Cs. Owners of land in sending areas must deed restrict agricultural land, forests, and environmentally sensitive areas for at least 40 years.

Receiving Areas are generally located in the Rural Residential zoning district within the incorporated boundaries of Fruita. Certain vacant properties within the Community Residential and South Fruita Residential zoning districts are also eligible as receiving sites. The TDR/C Receiving Areas Map more specifically identifies the locations of eligible receiving sites.

In 2005 the program was modified with the following changes:

- Expanded the size of the sending area from 1 mile outside the 201 area to 2 miles and increased the bonus unit allowance from 1:2.5 to 1:7 or 1:8 if within the buffer;
- Reduced the minimum sending area from 20 acres to ten acres in the AFT and AF35 districts;
- Added commercial and industrial zoned land into sending area;
- Decreased the minimum eligible sending area from 20 acres to five acres in the urban residential zones: RSF-E, RSF-2, RSF-4, etc. in the Redlands area; and
- Changed the receiving area in Fruita along a ½ mile strip to increase bonuses from two units per acre to four units per acre.

RESULTS

In 2007, Keith Fife, Mesa County's Long Range Planning Division Director, reported that the amended TDR program had issued 10 credits, preserving 50 acres in the Fruita sending area. While there is limited information since 2007 on how much land has been preserved from this program, the defined sending and receiving areas give buyers and sellers a good sense of what they need to do to buy or sell TDR/Cs. Unfortunately, the program is voluntary which may also be why there has not been numbers on acres preserved that the county can boast about yet. Another shortfall is the deed restriction on the property is not in done perpetuity, rather

is set at least 40 years, leaving ambiguity of the land past that time.

Additional information can be found at:

- https://www.mesacounty.us/mcweb/longrangeplan/TDR/Oct282005workshoppresentation.pdf
- https://www.mesacounty.us/mcweb/longrangeplan/Master%20Plan/Whitewater%20Plan/Transferable%20Development%20Rights.pdf
- https://www.mesacounty.us/globalassets/planning/land-conservation/transferable-development-rights---credits-tdr-c/specific-tdrc-programs/fruita.pdf

Pitkin County, Colorado

BACKGROUND

Established in 1994 the Pitkin County TDR program was originally adopted to encourage the relocation of development from rural, mountainous areas to sites proximate to existing services and infrastructure. The program was updated to include protection of environmentally sensitive areas and discourage development in natural hazard areas. Development rights are not acquired with public funds but are limited to private transactions.

CRITERIA

The County defines sending sites in their code as those areas meeting the following criteria:

- Legally created lot within specified zone districts.
- Lands within the Conservation Development PUD zone district.
- Lands subject to an Open Space Preservation Master Plan.
- A constrained site or visually constrained site not within certain specified zone districts.
- Properties on the Pitkin County Historic Register.

Receiving sites must be located within the Aspen Urban Growth Boundary with development rights only permitted to be used for a single-family residence. TDRs may be used to gain an exemption from the Growth Management Quota System, but the number of TDRs needed for an exemption varies based on the floor area of the residence proposed.

The number of TDRs available for sending sites is spelled out in the code, with differences based on size of parcel and zone district in which the sending site is located.

Review Process

An Irrevocable Certificate of Development Rights is issued by the Community Development Department following payment of a fee and application with supporting documentation, including ownership and legal creation of the lot. Staff reviews the application for compliance with the TDR sending site requirements before the Irrevocable Certificate is issued (concurrently with the execution of a restrictive covenant on the lot acknowledging that the development right has been severed from the lot and that future development is prohibited). The Irrevocable Certificate is valid until it is purchased and used on a receiver site. The development right is then retired, and the Certificate extinguished. The covenant remains in place in perpetuity.

To use a purchased Irrevocable Certificate on a receiver site, the owner of the Certificate surrenders the original signed certificate upon application for a building permit to use the floor area associated with the TDR. A copy of the deed(s) evidencing conveyance of the Certificate to the current owner must be provided. A Certificate does not guarantee approval of a receiver site for development.

RESULTS

According to an annual update on the TDR program prepared by the Pitkin County Community Development Department in December 2014, there have been 360 Certificates issued, and 34 TDR approvals were pending as of that date. A total of 194 transferred rights had been used on receiver sites. Approximately 8,332 acres of land have covenants recorded restricting development because of the program.

King County, Washington

BACKGROUND

King County, Washington—although not located in Colorado and in a very different context from Pueblo County—is included as an example because it is one of the most successful TDR programs in the country. The King County TDR program was first instituted in 1988 which allowed sending sites in the R-1 District to transfer one development credit per acre to receiving sites in two other rural zoning districts. This program resulted in only one transfer between 1988 and 1995.

In 1996, funds from King County and the State of Washington funded a Transfer of Development Rights Receiving Area Plan. This effort included a market analysis and public input that allowed the TDR program to be targeted to meet local priorities. Findings of this process included the need for a regional approach, a TDR bank, and a market incentive of 2:1 (e.g., two urban units per one rural unit transferred) to encourage transfers.

In 1999 King County Commissioners authorized a pilot project consisting of $1.5 million for a TDR bank to purchase development rights and a program of projects and incentives to entice urban communities to accept rural density credits. In 2001 the TDR bank gained permanent status and two intergovernmental agreements were signed with two communities in King County. The TDR bank now acts as a revolving fund with revenues received from the sale of development rights.

FUNDING

Program administration is funded by the County from general revenues. The TDR bank is self-funded through the sale of development rights it has purchased. Additional funds may be received for specific acquisitions through the Conservation Futures Tax, a statewide tax used to help counties fund the protection and preservation of resource lands.

CRITERIA

The TDR program identifies specific criteria for a property to qualify as a sending site as follows:

- The property must be in the county and be in one of six specific rural zone districts.
- The property must provide at least one of the following public benefits:
    - Agricultural potential
    - Forestry potential
    - Critical wildlife habitat
    - Open space
    - Regional trail connectors or urban separators

Receiving areas are determined individually through local intergovernmental agreements with participating cities in King County. Participating cities include Seattle, Normandy Park, Bellevue, Sammamish, and Issaquah. The county also identified other receiving areas within the county. Criteria for county receiving areas include:

- Unincorporated urban areas with specific zone district designations
- Rural areas within the RA-2.5 district may receive development rights from specific sending areas if the following conditions are met:
    - Domestic public water service is available.
    - The site is within ¼ mile of lots smaller than 5 acres.
    - The project will not adversely impact regionally or locally significant resources or environmentally sensitive areas.
    - The project will not require public services and facilities to be extended
- Allowed increases in density using TDRs are pre-determined by zone district in which the receiving site is located.

REVIEW PROCESS

Sending sites must enroll in the TDR program by completing an application, paying a review fee, and submitting the required documents to the King County Department of Natural Resources and

Parks. Staff reviews the application for compliance with the TDR program requirements and "qualifies" the property to transfer development rights. King County "certifies" the number of TDRs available to be sold at which time they are available to transfer, and a conservation easement is placed on the sending site. Conservation easements are tailored to meet the needs of the property owner, and development rights may be reserved for future use. The conservation easement and TDR certificate are recorded at the Recorder's Office. Sites within identified agricultural areas may require a Farm Plan which is prepared in conjunction with the King Conservation District.

TDRs are used in receiving areas to increase the number of dwelling units or commercial building square footage based on local code requirements.

RESULTS

According to the King County website between the years 2000 and 2014 there have been 71 private market TDR transactions involving 518 TDRs (bought and sold). This has resulted in the protection of 141,392 acres of rural and resource lands since the year 2000 and the reallocation of 2,467 potential dwelling units out of the county's rural areas.

Additional information can be found at: https://kingcounty.gov/services/environment/stewardship/sustainable-building/transfer-development-rights.aspx

PURCHASE OF DEVELOPMENT RIGHTS PROGRAMS

About

Purchase of Development Rights (PDR) programs are designed to facilitate the purchase of development rights and place a conservation easement (or other legal easement) on a property that restricts development on the property. The landowner retains ownership and can use the land for purposes specified in the easement (e.g., agriculture). Sometimes other public uses may be negotiated to be allowed on the property, but this is not required. Sometimes public access is specifically prohibited. The landowner retains the right to sell or transfer the land.

Purpose

PDR programs can be flexible since they can adapt the terms of the easement to the needs of the landowner and the easement holder. Easements are usually held by a non-profit entity, such as a land trust or conservation organization, but can also be held and managed by a local governmental entity.

Key Elements

PDR programs are tailored to the needs and values of individual communities. This is particularly important to garner support for funding measures to support acquisition of development rights and placing conservation easements. PDR programs often have combined goals of preserving natural areas, agricultural lands, and open space. Key elements of PDR programs are:

- Programs are developed to implement comprehensive plans and/or open lands or open space plans which have significant public involvement.
- Programs are administered by a citizen board or commission appointed by elected officials.
- Criteria for evaluating lands for the program are established prior to acquiring development rights and placing easements. Criteria are based on local values and the purposes identified in funding measures.

- Some programs have specific application cycles for funding.
- Some programs ask the landowner to partner with a land trust to apply for funding.
- All programs emphasize that they are there to provide an option for willing landowners to maintain their interest in the land.
- Many programs work with a variety of organizations to fund acquisitions to leverage their funds to the fullest.
- Mechanisms to enforce the terms of the conservation easement should be in place.
- The success of the program needs to be publicized, but in a way that respects private landowner's needs and desires.

Funding

Public funds are often used to purchase development rights in a PDR program. Funding can also be found through both local and national nonprofit conservation organizations that work to preserve natural resources and farmlands.

Local Funding

Local funding initiatives to support open space and agricultural lands preservation include bonds, property taxes, real estate transfer taxes, sales taxes, and appropriations from the local government's general budget. Examples are:

- Arapahoe County, Colorado: 0.25 percent sales tax extension through 2023 (2011)
- Douglas County, Colorado: $43,000,000 million revenue bond backed by a sales/use tax (2001)
- Mesa County, Colorado: Funded by grants from Great Outdoors Colorado (GOCO)
- Blaine County, Idaho: $3.5 million two-year property tax levy (2008)
- Davis, California: Farmland preservation mitigation fee paid by developers
- Lewis and Clark County, Montana: $10 million general obligation bond (2008)
- San Juan County, Washington: 1.0 percent real estate excise tax – 12-year extension (2011)

These programs usually have specific criteria to assess the eligibility of lands for protection and are coordinated with local comprehensive plans and agricultural preservation programs.

Federal Funding

Federal funding is also available for easement purchase. The federal government's Agricultural Act of 2014 established the Agricultural Conservation Easement Program (ACEP), which replaces the Farm and Ranch Lands Protection Program (FRPP) and the Grassland Reserve Program (GRP) with a new Agricultural Land Easements (ALE) program targeted to farm and ranch land. Funds are administered by the Natural Resources Conservation Service of the U.S. Department of Agriculture. Funds are available to eligible partners to purchase easements to protect the agricultural use and conservation values, including grazing uses. Eligible partners include tribal governments, state and local governments, and nonprofit organizations with farmland or grassland protection programs. Up to 50 percent of the fair market value of the agricultural land easement can be funded through this program. If there is a determination that grasslands of special environmental significance will be protected, up to 75 percent can be funded.

Nonprofit Funding

Conservation organizations and land trusts often do private fund raising to support easement and land acquisition programs. Lands protected in these programs must meet the organization's goals. Often these organizations will hold and manage conservation and agricultural easements. National organizations might include The Trust for Public Land, The Conservation Fund, and The Nature Conservancy.

Example Programs

Mesa County, Colorado

BACKGROUND

To help support voluntary land conservation techniques in the county Mesa County and the municipalities of Palisade, Fruita, and Grand Junction developed an intergovernmental agreement to create a Purchase of Development Rights (PDR) Review Committee allowing them to purchase Transfer of Development Rights/Credits (TDR/C)

within the county. After the formation of the committee, the participating entities, along with the Colorado West Land Trust, applied to the Great Outdoors Colorado (GOCO) for a grant to purchase development rights solely within the cooperative planning areas of the Grand Valley, established in 1998 with the TDR/C program.

The County entered a contract with the Colorado West Land Trust to provide services to negotiate with landowners for the purchase of their TDRs with the PDR Review Committee determining which properties are most appropriate to purchase TDRs from. The role of the committee is to determine which sites are more appropriate and review proposed projects considering the established criteria.

The Committee uses the following set of guiding principles when pursuing the purchase of development rights:

- Purchase from willing seller only;
- Pay only fair market value;
- Require a landowner to donate a minimum of 25 percent of the appraised value;
- Utilize priority criteria to evaluate potential properties;
- Balance the selection of projects over time and among community separators; and
- Landowner must agree to promote benefits of the program.

RESULTS

Since the inception of the Committee, the Colorado West Land Trust has completed 43 conservation easements protecting 1,401 acres within two buffer areas. Over the last five years, the Colorado West Land Trust has pursued and won $7.81 million in grant funding for every dollar invested by the County and the three municipal partners.

Additional information can be found at:

- https://www.mesacounty.us/globalassets/finance/budgets/2016/budget-requests/mesa-land-trust.pdf
- https://www.mesacounty.us/globalassets/planning/codes-plans-policies--standards/cooperative-planning-areas/agreements/purchase-of-development-rights-committee-agreement---mca-2000-39.pdf

Routt County, Colorado

BACKGROUND

The Routt County PDR program was established in 1996 after the completion of the Routt County Open Lands Plan that addressed agricultural and ranching traditions as well as open space values. The program goals encourage the continuation of agriculture as a vital sector of the economy and to advocate for the protection of natural, open, and productive lands that contribute to Routt County's special landscape.

In 1996, voters approved a 1 mill increase in property tax to fund the PDR program and extended the program for 20 more years in 2005 (along with a 0.5 mill increase on property taxes).

Applications for the PDR program go through a two-tier review and scoring system. The first tier evaluates the following areas:

- Leverage of other resources;
- Quality of the land resource and economic viability/potential to stay in agriculture;
- Relationship to other community values such as natural areas, wildlife habitat or historic resources; and
- Circumstances affecting continued agricultural operation or maintenance of natural values and function.

The second tier applies only if the application is approved for funding after review in tier one. The second tier focuses on due diligence required for a real estate transaction and evaluates the legal and financial arrangements of the proposed easement acquisition.

To be considered for the program a landowner must apply to the program in conjunction with a qualified land conservation organization. The PDR Citizens' Advisory Board, appointed by the Routt County Commissioners, reviews all applications and makes recommendations to the Board.

RESULTS

Since initiation of the PDR Program in 1997, the County has helped fund the purchase of conservation easements on 50,105 acres, at a cost of $26.8 million dollars, including transaction costs. Six PDR projects covering an additional 7,209 acres, at a PDR funds cost of $2,634,000. have also been approved for funding and are pending completion. Once these projects are completed, the program will have preserved a total of 57,311 acres at a cost of about $29.4 million dollars. Completed PDR projects range in size from the 3,507-acre Dry Fork Ranch, north of Hayden, to the 13-acre Fournier property.

Additional information is available at: https://www.co.routt.co.us/110/Purchase-of-Development-Rights-Board

Gallatin County, Montana

BACKGROUND

The Open Lands Program was established in 1997 to address loss of agricultural land in Gallatin County, and to manage growth, preserve ranches and farms, protect wildlife habitat and water quality, and provide parks and recreation areas.

Two bond measures authorizing $10,000,000 each were approved in 2000 and 2004 to fund the purchase of land and conservation easements.

The PDR program has a specific quantitative scoring system based on the following criteria:

- Parcel size
- Surrounding land use
- Agricultural value
- Natural resource value, and
- Length of time land owned by the family

Acquisition of easements are reviewed and recommended by a County Commissioner appointed Open Lands Board. By resolution, the Open Lands Board must have a majority of ranchers and farmers. The County Commissioners must hold a public hearing to review projects recommended for funding from the bond funds.

RESULTS

According to Gallatin County, there are currently 17 properties with easements purchased through this program.

APPENDIX E



COMMUNITY ENGAGEMENT SUMMARY

A variety of stakeholder and community input opportunities were provided during each phase of the planning process to encourage broad participation and representation from different geographies and stakeholder groups within Pueblo County. Due to limitations on in-person gatherings as a result of the COVID-19 pandemic, virtual and online engagement tools were necessary for much of the process. The results of these opportunities for input are summarized below.

ONLINE QUESTIONNAIRE #1: VISION AND VALUES

Online Questionaire #1 explored existing conditions in Pueblo County in the following areas: quality of life, housing, economy, transportation, recreation, environment/natural resources, built environment, and rural/unincorporated areas. Additionally, the survey looked at how the needs of incorporated and unincorporated areas differed within Pueblo County. This input was used determine what is working well in Pueblo County today, and what could be improved.

828 community members participated during this phase. Read a summary of the results here.

PRELIMINARY PLAN FRAMEWORK

A number of virtual outreach methods were used to collect feedback on the Preliminary Plan Framework for the Pueblo Regional Comprehensive Plan. The primary focus was to gauge community support for the guiding principles and goals that provided initial direction for the Plan. The public comments were synthesized to identify key themes that emerged from the outreach efforts.

125 community members participated during this phase. Read a summary of the results here.

GROWTH SCENARIOS AND KEY POLICY CHOICES

As part of a series of events hosted in July and August 2021, community members and stakeholders were asked to review three land use scenarios and a series of associated policy considerations. Events included in-person open houses and pop-up events, as well as a virtual Regional Thinktank meeting, and Online Questionnaire #2.

120 community members participated during this phase. Read a summary of the results here.

DRAFT REGIONAL COMPREHENSIVE PLAN

The public was invited to review and comment on the Draft Plan through e-blasts that were sent to all project website subscribers and through social and traditional media outlets (as determined by the public information offices for Pueblo County, the City of Pueblo, and Pueblo West).

62 individual comments were received on the Draft Plan. Read a summary of the results here.

APPENDIX F



INVENTORY OF CULTURAL RESOURCES

CONTENTS

THE OFFICIAL PUEBLO INVENTORY OF CULTURAL RESOURCES 363

Historic Districts 363
Individual Listings (alphabetical by address) 364

PUEBLO INVENTORY OF CULTURAL RESOURCES SUMMARY TABLE 397

The Official Pueblo Inventory of Cultural Resources

Current as of September 30, 2020

Notes:

Comments and corrections are welcome. Please send to HPC@Pueblo.us and include "HPC inventory" in the subject line.

This inventory includes some places only surveyed. For listings that are subject to historic preservation regulations, see *Property Appendix* for indicated listings on the City of Pueblo, State of Colorado. Also see *Property Appendix* for alternate addresses of a place.

Properties within the City limits listed on the National Register of Historic Places before 1981, and properties listed 1981 and after with owner consent signature are retroactively listed as local landmarks per City of Pueblo Historic Preservation Code, Pueblo Municipal Code, Section 4-14-8(l).

National Register Properties outside historic districts are summarized from published Colorado Historical Society descriptions. Properties within Historic Districts (district names denoted in description) are summarized from 1980 Pueblo Building Survey and Nominations.

Bibliographic sources may be found in original landmark application staff reports.

Historic districts

(alphabetical by name)

1500 North Santa Fe Avenue

Mineral Palace Park Historic District

Property acquisition and park establishment, 1896. Subsequent land and lake additions, 1903. Contributing buildings and sites constructed 1936-1939. Mineral Palace Park's prominent location just west of the Fountain Creek has been an important northern gateway to Pueblo's urban environment throughout its history. The park was originally envisioned to embellish the grandiose Mineral Palace, built to showcase Colorado's mineral wealth. The park embodied a lush and expansive vision of urban parks brought to Colorado from eastern cities as part of the "City Beautiful" movement in urban design at the turn of the century. Although the park was first designated in 1896, the period of greatest significance in the park's development was the depression period of 1936-1939 when the Works Progress Administration (WPA) was most active. The remaining WPA era structures, defined for this nomination as contributing to the historic district, include:

- The Main Street entrance gate
- The boathouse/pavilion near Lake Clara
- The original portion of the lake retaining walls
- The bridge over Lake Clara
- The band shell near the lake
- The ranger station and accessory building at the northeast side of the park
- The pathways defining the formal garden (originally the rose garden) area
- The remaining park road walls constructed during this period

These structures were originally built by the WPA, with an emphasis on teaching building skills in various related fields, such as masonry, carpentry, electrical and plumbing, in order to train workers in a job skill useful in later work. The design and craftsmanship show the progression of workers in training. The structures are physical representations of the struggles experienced by Puebloans and all Americans to survive the Great Depression.

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

Generally Located from Court to West Street and 17th to 19th Streets
The North Side Historic District

This is Pueblo's only local register residential historic district of 79 contributing homes (22 in phase 1, and 57 in phase 2) that showcases the evolution of Pueblo's exclusive premier 'merchant prince' neighborhood set away from the smoke of the steel mill. The existing historic district represents only a small portion of the overall contributing resources that are located directly north of the district's boundary. The homes in the district represent many of the best 'high styles' architectural examples of each style in Southern Colorado and were homes of the many Pueblo business executives and their high-ranking associates.

South side of the 300 Block of W. Pitkin
Pitkin Place Historic District

In the early 1890s, the architect-contractor team of George Roe and E.W. Shutt built six of the seven residences within the district. Developed on land owned by the Colorado Fuel and Iron Company as an exclusive subdivision, Pitkin Place is a linear grouping of residential properties exhibiting a high degree of visual continuity.

Main Street, Union Avenue, & Victoria Avenue.
Union Avenue Historic Business District

The district consists of a group of commercial structures located south of Pueblo's central business district. Of the total 87 properties, 70 contribute to the historic and architectural importance of the district.

The first reference of the street appears on maps as early as 1872 as "5th Street", and a revised reference to "Union Avenue" on photographs as early as 1880. Originally a wholesale and warehouse district associated with the Denver and Rio Grande Railroad. The addition of a trolley line of 1882 connected the north and south sides of Pueblo with a bridge across the river. Then a commercial center, Union Avenue developed quickly, and by the time the 1904 Sanborn Fire Insurance Maps were published, most of the significant buildings that still stand on Union Avenue today were already constructed. The street served as a business center until the great flood of 1921, which inundated the entire Union Avenue area and much of downtown Pueblo. Some of the buildings that were not completely demolished by flood waters were repaired and as a result, many of the circa 1880 buildings on Union Avenue were "updated" to include the architectural stylings of the 1920's. Following the decline of Pueblo's rail industry in the 1920's, Union Avenue became dependent upon railroad passenger business, and through the 1930's and 40's, the economy of the district was supported largely by local taverns and a notorious "red light" district. The decline of rail passenger business coincided with a crackdown on illegal activities in the 1950's and ushered in an era of renewed focus on revitalization of the area, aided by the newly established Pueblo Urban Renewal Authority.

Individual listings
(alphabetical by address)

Unknown or yet-to-be confirmed locations
Tunnels of Historic Downtown Pueblo

Considering reconnaissance

110-110.5 West 2nd Street
MacIndoe Plumbing

Pending copy of survey

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

115 West 2nd Street
R.T. Frazier Saddlery

Pending copy of survey

108 West 3rd Street
Irish Pub

Pending copy of survey

112-114 West 3rd Street
Rocky Mountain Bank Note Company

Pending copy of survey

118-118.5 West 3rd Street
Pending copy of survey

212-222 West 3rd Street
Henkel-Duke Mercantile Company Warehouse

Constructed in 1895, the four-story brick building is in downtown Pueblo and functioned as a wholesale grocery warehouse for many years.

323 West 3rd Street
Pending copy of survey

403 East 4th Street
The Sweeny Feed Mill

This late 19th Century mill is historically significant because of its association with owner Andrew McClelland, manager Joseph F. Sprengle, and James Koller Sweeny as well as for its association with the development of Pueblo as Colorado's principal industrial center. It is indicative of the agricultural-and extraction-based processing industries that once dominated the city's economy, but are now increasingly rare. The Sweeny Feed Mill is an early example of industrial "curtain wall" construction using minimal structural components throughout the building in place of the more commonly used wood framing or heavy masonry construction. The Elevator/Grain-Hay storage building is unique in its "crib" construction, which consists of flat-stacked 2-by 6-inch boards.

210 West 4th Street
Pope Business Block

Pending copy of survey

310 West 4th Street
Faricy-Owen Motor Company / Certified Customer Upholstery

Pending copy of survey

319 West 4th Street
Pending copy of survey

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

117-119 West 6th Street
Pending copy of survey

112 West 7th Street
Sutton Building

Pending copy of survey

1402 East 7th Street
Saint Leander Church

Saint Leander Church has occupied a central position in the development of the East Side neighborhood since 1925 when the church was constructed. The church is one of the best, and only, examples of Institutional Spanish Mission Revival architecture in the East Side, and it was designed by the famous Colorado Springs Architect, Thomas MacLaren.

1438 East 7th Street
Saint Leander School

Saint Leander School has occupied a central position in the development of the East Side neighborhood since 1914 when the school was constructed. The building is significant for its association with the religious and secular development of the East Side neighborhood. The school is one of the best, and only, examples of Institutional Classical Revival architecture in the East Side.

408-416 West 7th Street
Rood Candy Company Building

The facility is a good local example of an early 20th century manufacturing facility. The main building is a three-story red brick structure characterized by its lack of ornamentation.

201 West 8th Street
Pending copy of survey

215 West 10th Street, (10th & Main)
Pueblo County Courthouse

Designed by New York architect Albert Ross, the brick building, faced with white sandstone, includes the Roman Classical elements associated with the Beaux Arts tradition. Constructed between 1908-1912, it is the third building to serve as the county courthouse, and it is southern Colorado's largest and most elaborate courthouse.

215 West 10th Street
First Presbyterian Church

Pending copy of survey

320 West 10th Street
Pending copy of survey

310 West 11th Street
First Methodist Church of Pueblo

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

First United Methodist Church (FUMC) houses one of the oldest religious organizations in Pueblo and has served as a center for a number of community events and activities of a religious and secular nature since 1923. The church is also significant as noted Pueblo architect William Stickney's interpretation of the Gothic- and Tudor-Revival architectural styles, symbolizing the importance of the Methodist church's ties to England.

401-411 West 11th Street
Fitch Terrace

Constructed in 1902, as a speculative venture by Colonel Michael Fitch, the two-story brick building is Pueblo's best example of a terrace apartment. Exterior detailing includes stone and brick corbelling and belt courses that emphasize the sense of horizontality.

417 West 11th Street
White, Asbury, House

Late 19th Century Queen Anne style as interpreted by architect F.W. Cooper, the residence is one of the last remnants of a once prestigious residential neighborhood located just west of the Pueblo County Courthouse.

229 West 12th Street
Bowen Mansion

Built 1892. Late 19th Century, built by prominent local architect F.W. Cooper, for local attorney and politician Thomas Mead Bowen, the mansion blends influences of Richardsonian Romanesque with Queen Anne styling.

727 West 13th Street
The Edgar Olin House

Built in the late 19th Century, the stately Olin House stands at the corners of 13th and Craig, which became a busy thoroughfare leading to the Colorado State Hospital with the street car route running right by the house. It also was the residence of the prominent Pueblo pioneer businessman, Edgar W. Olin. A later resident was the Honorable Judge James W. Coulter, early Pueblo County Judge. The Olin House exhibits uncommon features of the Italianate style, including eave bracketry which is highly ornate in its carving, carved lintels, and a 3 story symmetrical entrance tower with its pair of double doors, bay windows and octagonal portions at each corner. With most of its features grounded in the Italianate but with a twist, the Olin House is the best example of residential Italianate architecture on the north side, and quite possibly the city in its entirety.

West 13th Street & Francisco Street (1301 West 13th Street)
Colorado State Hospital Superintendent's House

Completed circa 1934, the two-story Mediterranean style residence has white stucco walls and a red tile roof. For 28 years it was the home of Dr. Frank Zimmerman, a pioneer in the humane treatment of the mentally ill who also fought for better salaries and facilities. The house has six bedrooms, five baths and includes cast plaster ceilings, parquet flooring and many handcrafted features. Some of the wood was acquired from an 1883 structure that was part of the original state hospital. It has over 4600 square feet and the cost of construction was $24,920. Some of the labor was provided by patients of the hospital and WPA workers. Included in the building are conference facilities used by hospital staff and other state employees and a museum. On display are artifacts and information displays highlighting the history of the hospital and the changes in treatment of the mentally ill.

419 West 14th Street
Rosemount / Thatcher Mansion

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

Designed by the New York based architectural firm of Holly and Jelliff, the three-story, rose lava stone over brick, mansion contains thirty-seven rooms and ten fireplaces. Built in the late 19th Century, it is a good example of Victorian era urban residential architecture. The mansion is open to the public as a museum.

325 West 15th Street
Baxter House / Bishop's House

Built in the late 19th Century, Oliver Hazard Perry Baxter's residence is a rich blend of late Victorian and Queen Anne architecture. Subsequent owners donated the house to the Catholic Diocese.

425 West 15th Street
Beaumont, Allen J., House

Built in the late 19th Century for Allen J. Beaumont, a prominent Pueblo attorney, architect A. Morris Stuckert's design is an eclectic mix of Queen Anne and Richardsonian Romanesque detailing. The one and a half story residence of pink lava stone sits on a hill overlooking the city.

303, 605 West 17th Street
North Side Historic District

See historic district description. Pending individual survey details.

302, 315, 317, 321, 325, 401, 409, 419, 423, 425, 529, 611, 615 West 18th Street
North Side Historic District

See historic district description. Pending individual survey details.

420 West 18th Street
Church of the Ascension / Ascension Episcopal Church

Designed by Frank E. Wetherell of the Iowa architectural firm of Wetherell & Gage, the 1914 sandstone trimmed brick building incorporates Tudor Revival style elements. The quality and integrity of the building's interior design and appointments enhance its architectural significance, and the compatible 1941 parish hall addition reflects the evolving needs of the congregation. A 1926 Tudor Revival style rectory of stucco and brick is located to the west of the church.

207, 209, 307, 309, 311, 411, 415, 419, 425, 519, 521, 616, 619, 620, 621, 624, 625 West 19th Street
North Side Historic District

See historic district description. Pending individual survey details.

416, 418, 420, 614, 622 West 20th Street
North Side Historic District

See historic district description. Pending individual survey details.

415 East Abriendo Avenue
McClelland Orphanage

The institution bears the name of its primary benefactor, prominent Pueblo businessman, Andrew McClelland. The present Colonial Revival style building was constructed in 1935, and the design incorporates Georgian and Adam elements.

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

100 Block of West Abriendo Avenue
The Christopher Columbus Monument

300 West Abriendo Avenue
Walter, Martin, House

This circa 1906 blond brick two-story mansion is one of the largest and most elaborately detailed Foursquares in Pueblo. It was built for Martin Walter, founder and president of the Walter Brewing Company.

600, 700, 800, & 900 blocks of East B Street
The Grove Historic District

[Copy narrative from 5PE.5519, also see HPC-17-03]

101-111 West B Street
William Strait Block

Constructed 1891. "The Anthony" Hotel. Three story red brick with five store fronts; wooden modlings; stone piers and spandrel wall; stone quoins at side of building; stone belt course and stone lintels; parapet; and entablature.
Mary Battaglia (1980s) Jones, Charles E and Tanya R. (2000s)

113-115 West B Street
(Original name unknown)

White, Everett and Katherine M. Early 20th Century.

119 West B Street
The Favorite Tavern

Gallegos, John A. Early 20th Century.

121-125 West B Street
(Original name unknown)

Koncilja, Joseph A and James R. Early 20th Century.

132 West B Street
Union Depot

Late 19th Century Richardsonian Romanesque Revival style depot was designed by the Chicago architectural firm of Sprague and Newell. It is constructed of heavy rock faced red sandstone. An imposing structure, the depot was one of the largest and busiest in the region. Listed under Railroads in Colorado, 1858-1948 Multiple Property Submission.

132 West B Street (Behind Union Depot)
SANTA FE LOCOMOTIVE NO. 2912

Built in 1944, Locomotive No. 2912 is a rare surviving example of the final class of steam powered locomotives to be ordered by the Santa Fe Railroad. The 2900-series engines were both the largest and heaviest Northern-type locomotives built in the United States.

223 & 301 West B Street
Rio Grande Freight House

Constructed in 1924, the red brick building serves as a reminder of the important role played by railroads in the growth and development of Pueblo. The facility handled commercial shipments and provided temporary warehousing for goods in transit. It is Pueblo's only surviving freight station. (Contact mailing address is 1600 West 24th Street)

905 Berkley Avenue

Hazerlhurst / Berkley House

The late 19th Century residence was built for prominent Pueblo businessman Emanuel Tolle. It is a blend of the Queen Anne and Georgian Revival, the latter reflecting Tolle's Kentucky origins.

116 Broadway Ave.
Hose Company 3

Fire station #3, built three years after establishment of the fire department in 1895, was the first stand-alone fire station in Pueblo. It was designed to house horses and horse-drawn hose apparatus, which were common equipment at the time. Hose Company No. 3 is one of the only stations left standing in Southern Colorado that housed this type of apparatus. It served its purpose longer than any other fire station in the City of Pueblo's history.

126-128 Broadway Ave.
South Pueblo Lodge #31

The Pueblo Masonic Temple Building is located at the corner of Evans and Broadway Avenues, in the Mesa Junction. It has been a cornerstone building in the area since its construction in 1882. The 1926 brick reface and remodel of the Masonic Temple created a very simplified or modest expression of Renaissance Revival also known as Italian Renaissance, a style popular in Colorado between 1900 and 1930. The list of lodge members over the past 124 years is a Who's Who of Pueblo's civic and business community leadership.

400 Broadway Avenue
First Methodist Episcopal Church / Trinity Methodist

Pueblo architect George W. Roe designed this predominately Romanesque Revival style building in 1902. Much of the original interior remains in place.

401 & 405 Broadway Avenue
George McCarthy Funeral Home

[Research pending] Remodeled in 1945.

600, 700, 800, & 900 blocks of East C Street
The Grove Historic District

[Copy narrative from 5PE.5519, also see HPC-17-03]

215 Canal Street, Steelworks Museum Parking Lot
Mine Rescue Car #1

Built in 1882 as a Wagner Palace Sleeping Car, the Pullman Company modified it in 1910 for the U.S. Bureau of Mines' program to improve mine safety and rescue operations in Colorado's coal mines. It is one of only two such cars left in the country. Six were outfitted by the Bureau to serve as educational centers and rapid response rescue stations. Car No. 1 aided at numerous mining disasters before being sold to Colorado Fuel & Iron in 1923. The company used it at safety conventions and as a traveling classroom. The Pueblo County Historical Society is currently working to restore the car and plans to use it as an interpretive center. The car is now also on the National Register of Historic Places.

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

215 - 225 Canal Street
Minnequa Steel Works Office Building & Dispensary

The Mission Revival style buildings at the Colorado Fuel & Iron Company's Minnequa Steel Works illustrate the growth of what became the largest single employer in the Pueblo region. They reflect the rapid improvements made to accommodate support services for the steel plant as it grew to become one of the largest iron and steel plants in the United States by 1906. Prominent Denver architect Frederick H. Sterner designed the original 1901 office building and 1902 dispensary. Pueblo architects continued the Mission style, with William Stickney designing the 1921 addition to the office building and Walter DeMordaunt the 1926 addition to the dispensary. The CF and I Mine Rescue Car is also individually listed on the NRHP and is housed at 215-225 Canal Street.

38 Carlile Place
Tooke-Nuckolls House

This late 19th Century residence was designed by architect O. Bulow. The two-story brick building is heavily ornamented and incorporates many features associated with the Queen Anne style.

44 Carlile Place
Carlile, James N., House

Constructed in 1872 as a modest residence, architect Frank West executed an extensive remodeling of the house during 1893-1894, adding porches and elaborate Queen Anne detailing for the developer of this south side neighborhood. The property, prominently located at the end of Carlile Place, shares the street with a number of other important Pueblo residences.

111-117 Central Plaza
Elda Rooms / Star Clothing Company

Shares a commercial/residential association like other commercial blocks surveyed in Downtown Pueblo. However, it has undergone extensive alterations since the 1970s, including the introduction of stucco, a new banner, and modified storefronts along its storefront façade. Nonetheless, it is associated with the city's economic development during the late nineteenth century.

119 Central Plaza (Previously addressed at 421 North Union Avenue)
Tutt Building

This late 19th Century building is one of the most intact commercial structures in the downtown area. This unusual triangular building's twelve-inch-thick walls are faced with red brick.

1 City Hall Place
City Hall

City of Pueblo. Constructed in 1917, this represents the work of a master.

1 City Hall Place
Memorial Auditorium

City of Pueblo. Constructed in 1919, this represents the work of a master. Memorial hall was named in honor of those who had lost their lives in the first world war. President Woodrow Wilson made his last public speech here on Sept. 25, 1919, urging support of the league of nations, as denoted on a plaque located in the adjacent city hall.

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

200, 300, & 400 blocks of Clark Street
The Grove Historic District

[Copy narrative from 5PE.5519, also see HPC-17-03]

421 Clark Street
Our Lady of Mount Carmel Catholic Church

330 Colorado Avenue
The J.A. Wayland House

Since its construction in 1886 by a local developer and publisher J.A. Wayland, this structure has been a prominent fixture in Mesa Junction for over 100 years. Mr. Wayland went onto become a nationally significant publisher and populist progressive fighting for social reforms such as health care, good government, and education. The house is a fine example of a Queen Anne style residence which adds to the unique historic character of the South Pueblo/Mesa Junction neighborhood.

501 Colorado Avenue
Galligan House

Completed in 1891 for a prominent Pueblo attorney, the building is a good example of a Late Victorian Queen Anne style residence constructed with high quality materials, both inside and out.

601 Court Street
Pending copy of survey

909 Court Street
Pending copy of survey

1801 Court Street
Pending copy of survey

1801, 1805, 1821, 1825, 1827, 1910, 1912, 1914, 1917, 1922, 1926, 1927, 1930 Court Street
North Side Historic District

See historic district description. Pending individual survey details.

1901 Court Street
The Barndollar-Stone-Work House

The Barndollar-Stone-Work House, constructed in 1872, is one of the oldest homes in Pueblo. All three of the first three owners were prominent locally and nationally. A prominent and imposing structure, it is the only remaining building of the Second Empire style in Pueblo. The house contains all the prototypical Second Empire features: the distinctive mansard roof with dormers, a flat roof on top with center cupola, a bay window located along the side, and full porch.

1906 Court Street
Barndollar-Gann House

W. J. Barndollar, a prominent local banker, business-person and politician, commissioned Pueblo architect Patrick P. Mills to design the house in 1889. It is a well-preserved local example of the Queen Anne style.

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

1409 Craig Street
Duke, Nathaniel W., House

This two and a half story brick Queen Anne residence was designed in 1889 by Denver architect Fred A. Hale. Its most notable feature, a large oversized three-story tower at the southeast corner of the home, affords one of the finest views of the city and mountains to the west.

600 block of East D Street
The Grove Historic District

[Copy narrative from 5PE.5519, also see HPC-17-03]

112 West D Street
(Original name unknown)

Anzuini, Ida J. Built 1904.

535 Dittmer Avenue
The Florman House

Built in 1939, the Florman House is a classic example of Pueblo Revival style, characterized by exposed vigas; low, flat, battered walls; and low, flat, pitched roofs. The builder and apparent designer was W.M. Cooper, a prominent building contractor throughout New Mexico and Colorado. The garden and landscape of the two-acre lot with a large pond, almost certainly constructed by the WPA work crews working in nearby City Park, contribute to the significance of the nomination. The house was build by Harold F. Florman, son of pioneer Puebloans M.M. Louis Florman. Florman Manufacturing Co., begun in 1887, distributed paint and glass products throughout the region.

1701, 1707, 1800, 1801, 1810, 1827, 1830, 1901, 1909, 1910, 1911, 1914, 1915, 1919, 1921, 1922, 1924, 1925, 1930 North Elizabeth Street
North Side Historic District

See historic district description. Pending individual survey details.

1819 North Elizabeth Street
The Morey Bernstein House

A good example of the Mediterranean/Tuscan style designed by renowned Pueblo architect W. W. Stickney, with remarkable physical integrity constructed in 1926. Asbury White, co-founder of White & Davis Department Store, built the house. The second owner of the house was Morey Bernstein, perhaps Pueblo's most renowned author. In 1956, Bernstein's amateur interest in hypnotism led to the publication of "The Search for Bridey Murphy", an account of hypnotism and past life regression.

2121 North Elizabeth Street
Frazier, R.T., House

Built in 1915, the design for this tapestry brick bungalow may have been derived from the popular style books of the period. Frazier, a prominent saddle maker, spared no expense on his state of the art residence.

1201 and 1203 Elm Street
Gus' Place

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

1201 Elm Street has functioned as an important community gathering place since 1892. The building served as a church for an early African American church, and later as a Mesa Mission for immigrants during the height of teen's immigration boom. The current use as a neighborhood pub dates from 1934, the first year after prohibition, and demonstrates the neighborhood and community's dedication to this distinctive place.

1143 East Evans Avenue
Swartz Block / Odd Fellows Hall

Built in 1898, the building is a two story gray stone Romanesque Revival commercial building which once housed the Bessemer Pharmacy and a meeting hall used most notably by the Odd Fellows organization. The building served as a social gathering center and a prominent neighborhood commercial center for most of its life.

1201 East Evans Avenue
The Bessemer Fire Station

A classic example of the partnership between a municipality and the depression-era Works Progress Administration, the Bessemer Fire Station is the city's best example of a commercial Pueblo Revival style structure built in 1941, a rather late manifestation of the WPA. Constructed from the brick of the former adjacent Bessemer City Hall, it anchors the heart of Bessemer and symbolizes the glory of the Steel City.

228 West Evans Avenue
First Congregational Church

Fred A. Hale is credited as the architect of this 1889 Romanesque style church of random coursed red sandstone. Defining features include a corner entry bell tower and a circular transept with arched windows.

726 North Glendale Avenue (curb corner; 38.274545, -104.596806)
Pueblo Trolley Track, Bessemer – East Pueblo Route

[Copy narrative from HPC-17-03] "A small segment of the original tracks are visible at the southeast corner of 8 St. and Glendale Ave."

800 Goodnight Avenue, (City Park)
City Park Carousel

This three-abreast C.W. Parker "Jumping Horse Carry-Us-All", with thirty-six hand carved horses, includes one lover's tub and one chariot. It was purchased by J.J. McQuillian, owner of the Lake Minnequa Amusement Park, in 1914. During the Depression, the carousel was sold to the city and moved to City Park sometime between 1937 and 1941.

100 North Grand Avenue
Pending copy of survey

1025 North Grand Avenue
Sacred Heart Cathedral

The building is an outstanding example of Gothic Revival architecture. Plans for the church were the work of Denver architects Robert Willison and Montana S. Fallis. The church was dedicated in 1913 and designated as a cathedral in 1942.

1325 North Grand Avenue
Temple Emanuel

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

This 1900 Reform Jewish house of worship is architecturally significant as an interesting interpretation of the Queen Anne style employing both classical and Richardsonian Romanesque elements.

1812, 1825, 1827, 1901, 1903, 1912, 1913, 1915, 1918, 1919, 1921, 1922, 1925, 1930 North Grand Avenue
North Side Historic District

See historic district description. Pending individual survey details.

1825 North Grand Avenue
Rice, Ward, House

Designed by architect F.M. Cooper, the 1892 house was modified during the early 1900s. The brick and wood shingled residence is a well preserved example of the Queen Anne style.

2201 North Grand Avenue
Streit, J.L., House

The late 19th century Victorian residence, distinguished primarily by its tower, was designed by architect P.P. Mills. It was built in 1888 by the Dundee Investment Company within a subdivision being developed by the company.

2713-2715 North Grand Avenue
Pueblo Colored Orphanage and Old Folks Home / Lincoln Home

Constructed between 1889 and 1904, the two houses were purchased in 1914 to serve as the Lincoln Home. In operation until 1963, Pueblo's entire black community took an interest in the property's management. It served as the only known orphanage of its type in Colorado, and the sixteen Federated Colored Women's Clubs throughout the state supported its operation. The Pueblo Dr. Martin L. King Jr. Holiday Commission was awarded grants by State Historical Fund for a State Register Nomination in 1995 (SHF-95-M2-035) and an interior and exterior rehabilitation valued at $100,775 in 1999 (SHF-99-01-057).

Further information from historic Karen Mitchell: http://www.kmitch.com/Pueblo/orphanlincoln.html

107 South Grand Avenue
La Veta Place and Mercantile Building / Arts Alliance Studios

Constructed in 1891. It is a fine example of a late Victorian and Romanesque Revival architecture.

The construction of the historic building coincided with the rising Industrial Age of Pueblo. Supporting both the railroad industry and the need for housing, La Veta Place appears to have been built to accommodate the rising population and the commerce that would be needed to support the influx of new people to the city. According to the 1893 Sanborn Perris maps, the first floor of the building, originally addressed as 101 through 111 S. Grand Ave., was constructed for commercial merchandising, and the upstairs was originally configured as a boarding house, called "The La Veta Place." The 1893 through 1896 Pueblo City Directories list Mrs. Carrie S. Landon as the proprietress of The La Veta Place at 105 ½ Grand Avenue with Rose Brown as her domestic. Many of the boarders who took rooms at The La Veta Place were involved in the railroad industry and in the business district in downtown Pueblo. Residents held such titles as: engineer, grocery clerk, cigar manufacturer, and manager of a carriage company.

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

To the south of 107 S. Grand Avenue was the Union District where Late Victorian style buildings were being constructed from the late 1800s through the early 1900s. The Union District and the railroad was an integral part of the early formation of the commercial district of Pueblo. The flood of 1921 destroyed many of the historic buildings in the Union district, but 107 S. Grand suffered very little damage and currently remains a solid and useable structure. The historic building at 107 S. Grand Avenue was in the heart of the business and transportation hub of early Pueblo and visually contributes to the history of Pueblo. As an historical commercial space and boarding house, it provides historical evidence of the rising population of Pueblo during the late 1800s, and the need for more housing and businesses to support the new community members who were arriving daily as Pueblo grew into its Industrial Age. Nominated for landmark designation by the Pueblo Arts Alliance in 2016.

Tracing the ownership of 107 S. Grand Ave. back through deeds Luke Lutin, a local Pueblo stockman, owned the property in 1904, when he deeded the property to his three children, Catherine Eugenia Lutin, Mary Elizabeth Lutin and Charles Lutin. In 1930, Catherine Eugenia Lutin, whose married name was C. E. Gideon, lost the building due to delinquent taxes and her sister, Mary E. Lutin acquired the building as the sole owner. Mary Lutin, a prominent member of Pueblo, and a successful real estate business woman, set up a scholarship fund at CSU in Pueblo to aid in the education of local students. In 1965, Mary Lutin sold the building to Fred and Elizabeth Hegler.

According to a 2007 article in the Pueblo Chieftain, Fred Hegler opened a decorating business on the first floor of the building in 1953, called “Fred’s Decorating.” After Fred and Elizabeth Hegler bought 107 S. Grand in 1965, they remodeled the second story into office space. In 1979, Elizabeth Hegler ran her costume business out of the building, called “Betty’s Costumes,” which was then moved to the building behind 107 S. Grand Avenue. Fred Hegler also ran a trash and recycling business on this property and the grounds, and the building at 107 S. Grand Ave. is often remembered as “Fred’s Trash Building” by locals.

In 2015, The Pueblo Arts Alliance (107 S Grand Avenue, LLC) bought the historic building from the Heglers with the intention of utilizing it as a prominent feature of the Creative Corridor District. The building currently houses both the home office of the Pueblo Arts Alliance/Creative Corridor and provides studio and retail space to local Pueblo artists, tying into the vision of the historic downtown Pueblo area as a cultural and artistic business district.

217 South Grand Avenue
Vail Hotel

The 1910 Vail Hotel is a fine example of the Second Renaissance Revival style. Named for John E. Vail, a prominent Pueblo newspaperman, it was considered by many to be the most modern hotel west of Chicago.

219 South Grand Avenue
Senate Bar

Montez, Monte and Paul. Built 1904. The building is significant for its association with early newspaper publishing in Pueblo, when the Pueblo Star Journal and Pueblo Chieftain were rival publications.

1325 North Greenwood Street
Pryor, Frank, House

Designed by prominent Denver architect A. Morris Stuckert, for noted Pueblo businessman Frank Pryor, this 1889 Queen Anne residence reflects the eclectic tastes of the late Victorian period.

1401 North Greenwood Street
The Hartman / Hoag House

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

By the time their house was constructed in 1918, William Lawrence Hartman had won many important cases in the Colorado Court of Appeals and Colorado's Supreme Court, and his wife, and Elizabeth Moffat Tarbell Hartman was recognized as the great granddaughter of a Minuteman and cousin of author Ida Tarbell. From 1935 until 1965, the house at 1401 N. Greenwood Street was the home of Frank Hoag and Amanda Moore Hoag, owners of the Pueblo Chieftain and Star Journal. The Hartman/Hoag House is a prototypical example of the Mission Revival Style, distinguished by tile roofs with somewhat restrained ornamentation, and a plain extension of its side porches or walls.

1801 North Greenwood Street
Gast Mansion

Built for Pueblo attorney Charles E. Gast in 1892, the residence is a harmonious mix of Richardsonian Romanesque and Queen Anne elements. Continuity of ownership has left it in unusually good condition.

1912, 1915, 1916, 1917, 1918, 1919, 1920, 1925, 1927 North Greenwood Avenue
North Side Historic District

See historic district description. Pending individual survey details.

2920 High Street
Star Journal Model Home

Although many artisans contributed to the project, architect Walter DeMordaunt determined the English country style for the gabled roof, one and a half story brick and sandstone residence. Completed in early 1927, the highly publicized "model" home blended aspects of "convenient living" with cost considerations and served as a showcase for the residential architectural values of the years prior to the Great Depression.

1005 Lake Avenue
The William J. Anderson House

Built in 1890The house is significant as a unique and well preserved Queen Anne residence with a later Classical Revival front porch, an architectural type which is common in South Pueblo due to staggered building booms of 1888-1893 and then again from 1900-1910. The home is also qualifies for its short but significant association with William L. Anderson, President of Iron City Fuel Company, a coal fuel company, and also qualifies for nomination under criteria 2a and b as a good example of a late Queen Anne residence. The home still has Queen Anne features such as a masonry construction, detailed window surrounds, elaborate shingle work, and a complex roofline.

1007 Lake Avenue
The J. Euclid Miles House

The property has served as a residence since its construction in 1900 by J. Euclid Miles, who went on to become a prominent city councilman in Santa Barbara, California. The house is significant as a unique and well preserved transitional Queen Anne/Classical Revival residence. The distinctive key-hole window on the front façade with decorative stained glass is a defining feature and well preserved. The home exhibits a number of other distinctive windows and a conical porch roof. Although besides J. Euclid Miles, no other occupants are highly significant, but the well researched history strings together a complete record of occupants with personal photos of most of the previous owners documenting the role of the home as home to Bessemer's mid management population. Few homes are as well researched and documented as 1007 Lake Avenue.

1013 Lake Avenue
The K.M. Flynn House

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

Erected in 1891, and a victim of the Silver Crash of 1892/3, this beautiful one story Queen Anne residence was operated as a rental until the 1920s, showing that middle class aspirations in Bessemer were quickly replaced by the reality of working class housing for the influx of steel mill workers even this far west of the mill. The home is one of a few almost completely original highly decorative Victorian brick buildings in Bessemer with stained glass windows, a complex roofline, wooden shingle and crushed glass gable end cladding.

1115 Lake Avenue
William and Elizabeth Manor

Erected in 1891, pending copy of survey.

201 Lamkin Street
Name unknown

Pending copy of survey.

611 Logan Avenue
Saint Francis Xavier Church

St. Francis Xavier is historically significant because it is a representation of the working class immigrant culture of the Bessemer neighborhood. The church shows elements of workmanship and design that are inherent to the blue-collar neighborhood that immediately surrounds the site. St. Francis Xavier Church is architecturally is also significant because it is an example of the Spanish Eclectic architectural style applied to a church. Spanish Eclectic is a broad architectural style that includes many components influenced by variations of Spanish styles and popular in the 1920s and 1930s. The building is also worthy of preservation due to the fine artistic ornamentation inside the church.

201 North Main Street
Amherst Block

Pending copy of survey

207-211 North Main Street
Mechanics Building / Masonic Building

Constructed in 1890, architect Francis Cooper's five story Victorian commercial building has walls of processed brick and Fort Collins red sandstone. The building is an important local landmark in downtown Pueblo.

214-226 North Main Street
John Ballast Jewelers / Edelstein Brothers Cigar Store

Pending copy of survey

225 North Main Street
Montgomery Ward Building

The 1936 Montgomery Ward Building is the only Colorado example of the Montgomery Ward Company's standard Georgian Revival corporate style used for its department stores from 1933 to 1948. The building represents the local manifestation of the firm's transition from a mail-order business to a retail store chain.

300 North Main Street
Whitcomb Block / Pueblo Savings & Trust / Clark's Western Wear

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

The Town of Pueblo was incorporated in the early 1870s and local industry developed with the arrival of the Denver & Rio Grande (D&RG) Railroad in 1872. Within a decade the D&RG and its subsidiary, the Colorado Fuel & Iron Company (CF&I), transformed what was an adobe outpost into "the Pittsburgh of the West." In 1886, three local towns consolidated into the City of Pueblo, and with the later annexation of Bessemer, Downtown Pueblo by the 1890s was the financial center for Southern Colorado industries of agriculture, smelting, and small business. As one of the largest and most important cities in Colorado, its growth and wealth attracted entrepreneurs.

One of the entrepreneurs was industrial "trailblazer" George Henry Whitcomb, who capitalized on envelope and stationary manufacturing in his home state of Massachusetts. In 1895, he and his Boston syndicate of investors bought the property at Third and Main Streets in a "Large Realty Transaction." Whitcomb had great confidence in Pueblo and helped drive growth in the city in the early 20th Century with later investments with institutions and Main and Second Streets and Fifth and Court Streets.

The Boston syndicate commissioned Pueblo's most prolific and best-known architect, Francis W. Cooper, to design the building that stands today at the northeast corner of Main and Third Streets. Cooper, born in New York, and an 1874 graduate of Cornell University, he worked in Ohio and Wyoming before establishing his firm in Pueblo in 1881. Pueblo's first powerful family, the Thatchers, hired Cooper, and ten (10) of his eleven (11) commissions in Downtown Pueblo stand today. An American Institute of Architects (AIA) Fellow, for sixteen years he served as President of the State Board of Architect Examiners. His work is symbolic of Pueblo as Southern Colorado's leading urban center, which became a serious rival to Denver as Colorado's economic capital.

Cooper's commission replaced a blacksmithing and wagon repair shop that was constructed in 1871. The Piper Brothers won the bid for construction for a two-story building in 1895, and it was the first steel frame structure of its kind in Pueblo. The foundation would have enabled five-story construction, and the innovation provided for sweeping storefronts on the street level. Akin to buildings erected in that historic period, the Whitcomb Block displayed unique fenestration on the second floor and clad with a white or "blonde" brick block curtain wall. With elaborate detailing on the façade, the building became a gem of Pueblo's architectural heritage.

Since its construction, the present building thrived on a decades-long association with two businesses. From 1904 until 1962 the Pueblo Savings and Trust, associated with Pueblo's development, was influential as a financial center in southern Colorado. It's first president was three-time Colorado Governor Alva Adams. Mahlon D. Thatcher was associated with this place, who, with his brother John A. Thatcher, are the namesakes of the Thatcher Building at Fifth and Main Street. Withstanding the Flood of 1921, "extensive improvements" were made to the building in 1922 when the Pueblo Savings and Trust bought the Whitcomb Block after leasing it for eighteen years. From 1962 until 2005, the building was home to Clark's Western Wear, a western clothing store made famous internationally by the Clark family. Post-period remodeling resulted in alterations where some windows were combined on the second floor with arched headers that fit into rectangular openings.

The site and building has been surveyed to test for listing to the State of Colorado and National Registers of Historic Places since 1983, where it is certainly eligible under Criterion A, "Event," because the property contributed to a major pattern of American history.

Upon designation of the property to a historic register, the applicant and property owner, NeighborWorks Southern Colorado, intends to restore the building to its historic period of significance, including removal of the post-period 1960s awning and wood exterior treatment, and reestablishing the size and placement of windows and associated brick work to match the original façade.

301 North Main Street
S.H. Kress and Company Building

Pending copy of survey

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

317 North Main Street
Pope Business Block

Pending copy of survey

401-411 North Main Street
Colorado Building

William Norman Bowman's 1925 design for the Southern Colorado Investment Company reflects the influence of the prominent architect, Louis Sullivan. The Sullivanesque Colorado Building is a distinct departure from the Victorian and Neoclassical designs so prevalent in the Pueblo business district.

421 North Main Street
Pueblo Federal Building / U.S. Post Office

William Aiken, supervising architect for the U.S. Treasury Department, designed the 1897 Pueblo Federal Building along the lines of an Italian Renaissance Palazzo. Aiken designed numerous federal buildings for Washington, D.C, and for other cities, including the U.S. Mints in Philadelphia and Denver.

500-510 North Main Street
Pending copy of survey

503-511 North Main Street
Thatcher Building

Pending copy of survey

611 North Main Street
Rialto / Chief Theatre, the / Damon Runyon Theatre

Pending copy of survey

614-616 North Main Street
Pueblo City Hall (1880s)

Pending copy of survey

720 North Main Street
Pending copy of survey

830 North Main Street
Pending copy of survey

1911 North Main Street
Walter E. Scott Sr. House

Pending copy of survey

1915 North Main Street
Willard S. Kettering House

Pending copy of survey

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

1929 North Main Street
Walter E. Scott House

Pending copy of survey

101 South Main Street
(Original name unknown)

Pumphrey, Paul J.

227-229 South Main Street
(Original name unknown)

White, Everett G and Katherine M. Built 1883.

231 South Main Street
(Original name unknown)

White, Everett G and Katherine M. Built 1883.

211 East Mesa Avenue
Saint Mary's School

Constructed in 1924, St. Mary's was one of the finest elementary schools in the state. It is the most prominent structure north of Rocky Mountain Steel Mill and south of the Arkansas River. The early parishioners were poor Slovenian immigrants, and thousands of prominent Puebloans number among the graduates of the school. The school was built partially of salvaged brick from the Eilers' smelter, largest smelter east of the Mississippi, purchased and demolished by the Catholic diocese in 1923.

900 West Mesa Avenue
Edison School

A multi-purpose central building and two single classroom "unit school houses" were constructed in 1909. Two more "units" and a four classroom building were added in 1923. Edison School is noted for its experimental design which incorporated windows located near the ceiling on three sides of the classrooms in an attempt to provide uniform, diffused light and improved ventilation. Dr. R.W. Corwin, originator of the design, served on the local school board for 44 years.

226 Michigan Street
Saint Patrick's Church

When St. Patrick's was completed in 1882 it was the only Catholic Church in Pueblo. It was the mother church for the old St. Joseph's, Our Lady of Mount Carmel, and St. Francis Xavier parishes and served as the center of Jesuit mission activity for Colorado and New Mexico from 1887 to 1915. The many people that graduated from St. Patrick's School played a great part in Pueblo's society & town. The church, designed in the Gothic Revival style demonstrates meticulous attention to detail of windows and entries. (The rectory is addressed at 304 East Routt Avenue.)

3455 Nuckolls Avenue
Pueblo City Park Zoo

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

The two-and-one-half acre zoo contains an assortment of buildings and structures constructed between 1933 and 1940, utilizing native calcium sandstone quarried 25 miles west of Pueblo. The zoo exemplifies the trend toward exhibiting animals in more natural settings. The Pueblo Zoo was constructed during the Great Depression through the efforts of three New Deal agencies: the Public Works Administration; Civil Works Administration; and the Works Progress Administration.

102 South Oneida Street
Quaker Flour Mill / Abel Engineering

Built 1869. Although not absolutely proven, the Quaker Flour Mill can make a strong claim as being the oldest building still standing in Pueblo. Even after the 128 yrs. of its existence, it is still in excellent condition. Over the years, the original four story sandstone building, constructed in 1869 as a four story structure for use as a flour mill, has experienced numerous alterations and additions to accommodate the business needs of subsequent owners. Union Ave. Historic District. Contributing.

101 East Orman Avenue
Stickney, Charles, H., House

Completed in 1890, New York architect William Halsey Ward's design integrated massive Norman elements into this two and a half story red sandstone residence constructed for Stickney, an important figure in the economic development of Pueblo.

102 East Orman Avenue
Orman-Adams House

The 1890 Orman-Adams House, designed by prolific Denver architect William Lang, is an excellent example of the Romanesque Revival style. James B. Orman constructed the building and owned it during his term as Governor from 1901 to 1903. It was purchased in 1918 by Alva Adams and his family. Adams served as Colorado's Governor on three separate occasions. His son, Alva B. Adams, was a United States Senator.

220 West Orman Ave
Dr. William T.H. and Lurena Baker Home

Year of Construction: 1912. Source of Information: Pueblo County Assessor's Records, R. L. Polk Pueblo City

Directory 1912, structure enumerated and occupied. Architect or Builder: Chicago builder, name unknown, possibly affiliated with Frank Lloyd Wright. Source of Information: Great Grandson of WTH Baker (Bob Baker) Original Owner: Dr. William T. H and Lurena Baker.

300, & 400 blocks of Palm Street
The Grove Historic District

[Copy narrative from 5PE.5519, also see HPC-17-03]

102 & 114 West Pitkin Avenue
Black, Dr. John A., House Complex

Constructed in 1910 for a prominent physician, the home exhibits an unusual application of classical detailing to a Foursquare design. The 2½-story blonde brick dwelling has a two-story rounded portico supported by large Ionic columns dominating its facade. The adjacent house was associated with it.

302 West Pitkin Avenue
Number 1 Pitkin Place

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

Chostner, J. E. and Paula J. Built 1893. Pitkin Place as the only existing example of an exclusive 1890's subdivision, Pitkin Place remains basically intact. Its significance is derived in part because of its contribution to planning and development and due in part to its architect-contractor (Roe & Shutt) who designed the block. Roe & Shutt were well known local architects. In addition to Pitkin Place, they were commended for their design of the old Centennial School & Carlile School.

306 West Pitkin Avenue
Number 2 Pitkin Place

Michael, Dewey W and Addalee. Built 1893.Pitkin Place as the only existing example of an exclusive 1890's subdivision, Pitkin Pl. remains basically intact. Its significance is derived in part because of its contribution to planning and development and due in part to its architect-contractor (Roe & Shutt) who designed the block. Roe & Shutt were well known local architects. In addition to Pitkin Place, they were commended for their design of the old Centennial School & Carlile School.

310 West Pitkin Avenue
Number 3 Pitkin Place

King, Dale Robt. & June Haigh. Built 1893. Pitkin Place as the only existing example of an exclusive 1890's subdivision, Pitkin Pl. remains basically intact. Its significance is derived in part because of its contribution to planning and development and due in part to its architect-contractor (Roe & Shutt) who designed the block. Roe & Shutt were well known local architects. In addition to Pitkin Place, they were commended for their design of the old Centennial School & Carlile School.

314 West Pitkin Avenue
Number 4 Pitkin Place

Johnson, Diana L. & Edward A. Built 1892. Pitkin Place as the only existing example of an exclusive 1890's subdivision, Pitkin Pl. remains basically intact. Its significance is derived in part because of its contribution to planning and development and due in part to its architect-contractor (Roe & Shutt) who designed the block. Roe & Shutt were well known local architects. In addition to Pitkin Place, they were commended for their design of the old Centennial School & Carlile School.

318 West Pitkin Avenue
Number 5 Pitkin Place

Miller, Bruce Eric & Beth K. Built 1895. Pitkin Place as the only existing example of an exclusive 1890's subdivision, Pitkin Pace remains basically intact. Its significance is derived in part because of its contribution to planning and development and due in part to its architect-contractor (Roe & Shutt) who designed the block. Roe & Shutt were well known local architects. In addition to Pitkin Place, they were commended for their design of the old Centennial School & Carlile School.

322 West Pitkin Avenue
Number 6 Pitkin Place

Thorsell, Lee H. & Linda J. Built 1911. Pitkin Place as the only existing example of an exclusive 1890's subdivision, Pitkin Pl. remains basically intact. Its significance is derived in part because of its contribution to planning and development and due in part to its architect-contractor (Roe & Shutt) who designed the block. Roe & Shutt were well known local architects. In addition to Pitkin Place, they were commended for their design of the old Centennial School & Carlile School.

326 West Pitkin Avenue
Number 7 Pitkin Place

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

Butler, John E. & Katherine A. Built 1895. Pitkin Place as the only existing example of an exclusive 1890's subdivision, Pitkin Pl. remains basically intact. Its significance is derived in part because of its contribution to planning and development and due in part to its architect-contractor (Roe & Shutt) who designed the block. Roe & Shutt were well known local architects. In addition to Pitkin Place, they were commended for their design of the old Centennial School & Carlile School.

431 East Pitkin Avenue
Central High School

Built circa 1881 as a high school, after several years it became a grade school. The pink rhyolite "Stone Schoolhouse" remains a visual landmark in Pueblo.

200 & 300 block of Plum Street
The Grove Historic District

[Copy narrative from 5PE.5519, also see HPC-17-03]

229 Quincy Street
King, Dr. Alexander T., House

Built in 1891, the two and one half story, multi-gabled roof, red brick residence and the carriage house are good examples of the Queen Anne style.

215 West Routt Avenue
King, Dr. Alexander T., Carriage House

Built in 1891, the two and one half story, multi-gabled roof, red brick residence and the carriage house are good examples of the Queen Anne style.

300, & 400 blocks of Rush Street
The Grove Historic District

[Copy narrative from 5PE.5519, also see HPC-17-03]

100 North Sante Fe Avenue (until 400 block North Santa Fe Avenue; between 38.268032, -104.606962 and 38.270566, -104.607001)
Pueblo Trolley Tracks on Santa Fe Avenue

[Copy narrative from HPC-17-03]

201-207 North Santa Fe Avenue
Holden Block

Built 1881 this is the oldest two-story brick block that remains in Pueblo's first commercial and financial district. Owner Delos Holden was a banker, real estate investor, and the consolidated Pueblo's first mayor. The building is typical 19th century Italianate commercial architecture.

221-225 North Santa Fe Avenue
Studzinski Block

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

Built in1882 by City Councilman from 1917-1921, Michael Studzinski gained recognition throughout the West for his decisive action to reorganize the demoralized city government after the devastating 1921 Arkansas River flood. The Studzinski Block is one of Pueblo's oldest three-story structures and a poignant reminder of Pueblo's first commercial and financial district. The building is Italianate style, with large first floor display windows and transoms above. The storefront entrance doors are asymmetrically collocated adjacent to the center second floor entrance, an unusual feature to this style of building.

227 North Santa Fe Avenue
Fitch Block / Stock Grower's Bank

Pending copy of survey

302 North Santa Fe Avenue
Pending copy of survey

309 North Santa Fe Avenue
Rainbow Bar & Café

Pending copy of survey

311-313 North Santa Fe Avenue
People's Denver Furniture / Top Bid Auction

Pending copy of survey

315 North Santa Fe Avenue
Siking Café

Pending copy of survey

401 North Santa Fe Avenue
Franklin Block

Pending copy of survey

409-411 North Santa Fe Avenue
Rettberg Block / Nacho's Restaurant

Pending copy of survey

417-419 North Santa Fe Avenue
Steinberger Block / Granada Apartments

Pending copy of survey

419.5-425 North Santa Fe Avenue
Wilson's Block / Colorado Floors, NQA

Pending copy of survey

418 & 426 North Santa Fe Avenue
The Numa Hotel / Saint James Hotel / BPOE Pueblo Lodge No. 90

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

Frenchman Numa Vidal, "Prince of the Saloon Men," immigrated to the United States and later opened a saloon in Pueblo in July 1872, shortly after the arrival of the Denver & Rio Grande Railroad. In 1881, he opened a fine hotel, the Numa, constructed at the southeast corner of Fifth and Santa Fe Avenue. It was architect Francis W. Cooper's second commission in Downtown Pueblo. Some years later the Numa was sold to another hotelier and renamed the St. James Hotel. In 1904, the Benevolent and Protective Order of the Elks, Lodge No. 90 (BPOE) acquired the building and commissioned fellow member Cooper to design a remodel. In 1913 fellow member Rapalje's construction company completed the facade change. During the flood of 1921, the Elks Club provided 30,000 meals to refugees and relief workers. During recovery, the Elks Club was the command center for displaced city agencies, including the City Commissioner, police, and employment, while the Salvation Army and Red Cross leased the basement. By the early 20th Century the south adjacent building was acquired by the BPOE for use as offices and a parlor. A historic 1890 bell was installed atop that building in 1932. By the Mid-20th Century, some interior features were remodeled with modern furnishings that are presently maintained. Upon designation of the property to a historic register, the applicant and property owner, BPOE, intends to repair the northern building facade. The building is a fine example of Late Nineteenth and Early Twentieth Century Classical Revival, contributing to the environment and place of Downtown Pueblo for its visual significance over the course of Pueblo's history.

800 North Santa Fe Avenue
Pending copy of survey

801 North Santa Fe Avenue
YWCA-Pueblo

Architect Walter DeMordaunt designed this multi-level, L-shaped building in the Mediterranean style. Built in 1935, the fourteen-inch-thick brick walls are stuccoed, and the gabled portions of the roof are covered with red tile. In 1945, in cooperation with the American Red Cross, U.S.O. and other agencies, the Pueblo YWCA placed special emphasis on seeking out and training American war brides left behind after the conflict.

900 North Santa Fe Avenue
The Colorado Motor Car Company

Pending copy of survey

240 South Sante Fe Avenue
National Broom Manufacturing Company

[Copy narrative from HPC-17-03 p 3.]

285 South Sante Fe Avenue
Elson Bridge

Originally crossing the Purgatoire River in Las Animas County, in 1993, the 150' span faced demolition due to its deteriorating condition and low load capacity. Circa 1994, as part of the Colorado Department of Highway's Adopt-a-Bridge program, the Pueblo Bridge Company's 1905 pin-connected Pratt through truss structure was dismantled, transported, and subsequently reassembled for use as a pedestrian bridge along the Runyon Commuter Trail in Pueblo.

501 South Sante Fe Avenue
Discount Tires & Batteries

[Copy narrative from HPC-17-03 p 3.]

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

501 South Sante Fe Avenue (South Santa Fe Avenue on east; Arkansas River on southwest; Plum Street on northwest; and East D Street on northeast.)
The Grove Historic District

[Copy narrative from HPC-17-03 p 3.]

651 South Sante Fe Avenue (approximate address)
Santa Fe Avenue Bridge K-18-R

[Copy narrative from HPC-17-03 p 3.]

2316 Sprague Street
Sacred Heart Orphanage

Captain John J. Lambert, editor and publisher of the Pueblo Daily Chieftain, bought and donated a ten-acre site to the Franciscan Sisters for the purpose of establishing an orphanage. The orphanage, Pueblo's largest, opened in 1903. Large and institutional in overall appearance, this Romanesque Revival building displays superior craftsmanship in its detailing.

200 & 300 blocks of Spring Street
The Grove Historic District

[Copy narrative from 5PE.5519, also see HPC-17-03]

300 Spring Street
Star Bar, the Grove Historic District

[Copy narrative from 5PE.4442; 5PE.5519]

1000-1010 Spruce Street
Saint John's Greek Orthodox Church

The 1907 church building is one of Pueblo's earliest and well-preserved examples of the Classical Revival style. The building exhibits the distinctive characteristics of the style in its full-width pedimented portico supported by large Ionic columns. The semi-circular transom and round-arched window openings with Queen Anne-inspired glazing result in an unusual expression of this style.

105-107 North Union Avenue
Bayle Block

(Demolished in 2000s for Riverwalk) Constructed in 1889, P.P. Mills Architect. A two-story brick structure, boxed cornice with brackets and dated frieze, decorated parapet gable with name block, belt course, decorated piers and lintels, drop or pendant at cornice corner, recessed double panel main doors, and cast-iron posts.

230 North Union Avenue
Joseph H. Edwards Senior Center

City of Pueblo, constructed in the 1980s. (The previous building was built in 1887, demolished for urban renewal of Central Pueblo.)

315 North Union Avenue (Previously addressed at 119 Central Plaza)
El Pueblo Site and History Museum

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

El Pueblo, occupied from 1842 to 1854, is important for its association with the exploration and settlement of what became Colorado and the larger Rocky Mountain West; for its association with commerce and trade, both in the local area and as part of a regional trail system; and for its association with the social history of the upper Arkansas River, a multi-ethnic, multi-cultural, and multi-national population.

101-103 South Union Avenue
Part of Stewart Block

Built 1886. During 1980s: Elmer's Sheet Metal owned by the Girodo Partnership.

105-107 South Union Avenue
Orman and Crook's Armory Block / Sam Nelson Furniture

Constructed in 1886, (Historic Address: 1-3 South Union Avenue). Two-story brick; restored historic features. (During the 1980s when the district was nominated to the National Register, this building had been stuccoed and windows filled. It is probable that in 1992 the facade was restored by Manley R.J. Masonry. (Sources: National Register nomination, Pueblo Regional Building Department).

Sanborn map (1886, 1889, 1893, 1904) indicates an "Armory" lodge hall on the 2nd floor. The first stores were a grocery in 107 and secondhand shop in 109. By 1889 a paper hanging service occupied 107, with a paint shop outbuilding in the rear. By 1893 a paints and oils retail occupied 107, and a new and secondhand furniture occupied 109. A wall had separated both stores. The Polk Directory (1929, 1932, 1957, 1977, 1989) listed Sam Nelson Furniture Company. In 1932, unit 109 ½ was "Jackson Myrtle Mrs furn rms" (boarding house). Listed vacant in 1957. Sanborn maps in the 1950s-1960s had no information about the 2nd floor. Recommend further research for the upstairs unit.

Building owner Brett Hunsinger in 2019 stated that Sam Nelson's wife died in the 1921 flood, and he moved away from Pueblo and passed away "of a broken heart." The name "Sam Nelson Furniture Company" and "Mad Sam" marketing strategy was by the Lytvak family who owned the property for much of the 20th Century. In 2006 Julie Lytvak and Forrest Vean sold the property to Mr. Hunsinger.

109 South Union Avenue
(original name unknown)

Miller, Max A and Mike and Warren. Built 1950.

118-120 South Union Avenue
(original name unknown)

White, Everett G and Katherine M. Built 1920.

121-125 South Union Avenue
Erickson Block

Constructed in 1902. (Historic Address: 5 & 7 South Union Avenue). Two-story, red-brick structure with decorative brick work, stone lintels, and brick piers; parapet rises above a horizontal molded and decorated band. (National Register nomination.)

Various building permits in 1991, 1993, 1994, 1997, and 2010 (Pueblo Regional Building Department).

Sanborn map (1904) indicates a saloon on the 1st floor. An iron clad steam heater in the basement heated both this and the adjacent northeast building.

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

122 South Union Avenue
Pace's Book Exchange

Harvey, Betty Lou. Built 1905.

124 South Union Avenue
(Original name unknown)

HEART-LIGHT METAPHYSICAL STORE. Newman, Linda S. Built 1905.

126 South Union Avenue
(Original name unknown)

LAMPLIGHT COFFEE COMPANY, Vaughan, Darlene. 1905.

128 South Union Avenue
Price Block

Built 1883. Two-story red-brick structure; cast iron posts on first floor; belt courses; and arched stone labels above windows. Cruz, Salvador J and Arturo were owners when it was listed in the 1980s.

130 South Union Avenue
Gold Dust Block

Pacheco, Donna J Built 1889. As a successful businessman, Andrew McGovern, an Irish immigrant, rose to prominence constructing business houses, namely the architecturally ornate Mcgovern Block & Annex, and the Golf Theater. His business ventured into a feed & grain store that evolved into the coal industry. He served on the South Pueblo Council as alderman, was active in the democratic party & was instrumental in constructing the 1st Catholic Church on the south side of the Arkansas River.

131 South Union Avenue
Smith, Benjimen E. and B. Darlene. Built 1925.

133 South Union Avenue
Smith, Ben E and B Darlene. Built 1925.

201-205 South Union Avenue
Union Avenue Livery

Gussenbauer, George L. Built 1920.

204 South Union Avenue
Kitchen Block

Built 1883. Boxed cornice; brackets with frieze; cast iron posts; stained glass; wooden store front. Presumably listed as "non-contributing" because of a stucco alteration.

In the 2000s Makovsky, Isadore. Jeffrey Alan Furniture Company.

206 South Union Avenue
(Original name unknown)

Ambrose, Aubrey. Built 1891.

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

207-209 South Union Avenue
(Original name unknown)

Estrada, Vera Lou. Built 1920.

211-213 South Union Avenue
(Original name unknown)

UNIQUELY YOURS GIFT SHOP , White, Everett G and Katherine M. Built 1937.

214-216 South Union Avenue
KUSHNIR FURNITURE BUILDING, Kushnir, Ray. Built 1900.

215 South Union Avenue
(Original name unknown)

Originally a tavern built 1921, this one-story, red-brick, building is considered non-contributing to the historic district, probably because of alterations to the storefront, which appears to a later alteration of cinder block, but with some corbeling features.

217-219 South Union Avenue
Gold Dust Saloon

Built in 1990 according to County Assessor. (Previous building was constructed 1883 and demolished at an unknown date.)

218 South Union Avenue
KUSHNIR FURNITURE BUILDING, Kushnir, Ray. Built 1924.

220 South Union Avenue
(Original name unknown)

ELLER MARKETING, Eller, Steve C and Gloria G. Built 1921.

222 South Union Avenue
(Original name unknown)

Pacheco, Donna J. Built 1881.

223 South Union Avenue
(Original name unknown)

ANGELO'S PIZZA PARLOR, C.C.J., LLC. Built 1905.

224 South Union Avenue
ROGUE'S GALLERY & SOHO BAR, Graziano, John W. Built 1893.

226-228 South Union Avenue
(Original name unknown)

Springfield, Mildred As Tr. Built 1887.

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

229 South Union Avenue
(Original name unknown)

MAGPIES, Coppola, Bill. Built 1896.

231-233 South Union Avenue
(Original name unknown)

SEABEL'S, Koncilja, Joseph A and James R. Built 1881. Significant for its architectural style & its association with Delos L. Holden, prominent banker, bldg. Investor, & politician.

230 South Union Avenue
DeReimer Block

Built 1883. The three-story red brick building is distinguished by the style of architecture & number of ornate features, including brick piers with decorative plinths; boxed cornice; decorated frieze; and, decorated pediment. The DeReimer block strongly exemplified the Victorian Second empire style of architecture that made its way into Colorado in the 1880s. It is the work of F.W. Cooper, noted Pueblo architect, and the owner, James R. DeReimer, who became prominent as a civil engineer and real estate investor. The latter contributed to the development of railroads, commerce, and historic buildings in South Pueblo.

232 South Union Avenue
Holden Block (condemned and demolished in 2001)

Built 1888. Originally a restaurant / dinner theatre, this was a three-story red brick building, with cast iron posts and spandrel; 20 rectangular windows on side wall, with arches and radiating voussoirs with keystone and, decorative cast iron panel.

301 South Union Avenue
Branch Inn (destroyed by explosion in 2009)

Built 1883; remodeled in 1920s. This tavern-restaurant was a one-story, later stuccoed ith a block-long addition in 1940.

304-308 South Union Avenue
Donnegan Block

Constructed in 1883, two-story red brick structure. Altered with stucco, possibly in 2000, 2004, or 2009, according to Building Department permits for building remodels. Brick piers with plinth, decorated. Three-center door openings with double transoms, decorated linels.

307 South Union Avenue
CIGARS, LTD. Moore, Jene W And Anita R. (Non-contributor to Union Avenue)

309 South Union Avenue
Ciavonne, Ted R and Josephine. Built 1900.

311-313 South Union Avenue
Stores

Built 1905. One-story red brick; piers; multi-paned glass; stuccoed; rehabilitation in progress.

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

319 South Union Avenue
Koncilja, James and Athena. Built 1920.

320-324 South Union Avenue
Kogovsek, Patricia C. Built 1893.

325 South Union Avenue
Tivoli Building

Built 1896. Two-story cut stone with piers; steel belt course and decorated concrete belt course.

327-335 South Union Avenue
William Strait Block

Built1893. Architect: G. W. Roe. Two-story red brick structure with four store fronts; also pier and spandrew with plinth, two iron belt courses, stone belt course, corbeling, and 17 spaced windows across the front.

330 South Union Avenue
McLaughlin Building

Built 1891. Victorian Eclectic style with Romanesque features. It was dedicated to Michael McLaughlin, who died in 1888. It originally contained a hotel, two saloons, two restaurants, a barbershop and a shoe shop. Before 1921 there was a garden level in the front of the building that was converted to a basement after the devastating Pueblo flood later that year that filled the area with mud and debris. The three-story building was a vital structure in Pueblo's Union Avenue Historic Business District. The district maintains a feeling and association of a late nineteenth/early twentieth century commercial area.

The building is a three-story brick structure with stone piers, spandrel with plinth, stone belt courses and lug sills; 12 recessed Palladian windows with arched radiating voussoirs; date stone; and parapet and entablature at roof line.

Openings in the garden level were sealed with brick and a basement was created in the front half of the building after the 1921 flood. There is also a basement in the back half of the building with walls supported by 8"x8"x16" concrete masonry block walls below grade. A non-useable freight elevator from the mid-20th century is at the southeast corner of the building with stops at the basement and each floor. Very little has been done to the building since the 1950's except some minor plumbing, electrical, and mechanical work and brick parapet repair in 2014.

400 South Union Avenue
Holmes Hardware

Built 1915. Three-story red brick, rosette columns at front door, square cast iron posts on first floor, pier and spandrel wall on second and third floors, cornice boxed, frieze decorated, semi-elliptical window heads, double arches, and radiating voussoirs on third floor. Historic address 79 South Union Avenue. The significance of the Holmes Hardware Building occurred because of the builder, Alva B. Adams, a multi-faceted individual who served as governor of Colorado on three different occasions; two-year terms in 1887-1889 and 1897-1899, and a one-day term on March 16, 1905. In commerce, he started in the hardware & lumber business in Colorado Springs in 1871. He came to Pueblo in 1873. He was involved in the Adams & Posey hardware line. Union Avenue Historic District, contributing.

100 North Victoria Avenue
PUEBLO WINTRONIC CO. Pumphrey, Paul J. and William R. (Union Ave. Historic District, non-contributing.)

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

102 South Victoria Avenue
Cope Office Supply. Cope, Stanley L and Mary Kathryn. Built 1893.

104 South Victoria Avenue
Pueblo Southwest Trading Company

Byers, Alvah P.Built 1894.

105 South Victoria Avenue (building envelope, only)
Pueblo Power Plant / Black Hills Energy 5 & 6

The power plant delivered power beginning in 1888. It has been a prominent structure and has influenced the development of Pueblo. It is an example of the Art Deco Industrial with Modern Movements. The structure anchors the northwestern end of the Historic Arkansas River Project (HARP) and is adjacent to the Union Avenue Historic District.

Electricity first came to Pueblo, Colorado in 1888, just nine years after Thomas Edison produced the first electric lamp. 105 S Victoria Street was the site of the first steam driven generator, which brought electricity to the city. This was built and operated by Pueblo Light, Heat, & Power Company. An immediate beneficiary of electricity was the Pueblo City Railway Company, formed in 1889. Pueblo has the distinction of becoming one of the first cities to have electric powered street cars.

Power requirements increased and resulted in mergers by 1911 of power companies in Pueblo, Cañon City, Rocky Ford, Cripple Creek and Victor. Those municipalities formed Arkansas Valley Railway, Light, & Power Company. Additional mergers with power firms in Florence and Custer County formed the Southern Colorado Power Company in 1923. Of all of the old power plants consolidated into the system, all have been demolished except for Skaguay in Victor, CO, and Pueblo.

Construction of phase 1 was completed in 1922 and the 7500KW generator was brought online. This helped to power development in the city and region including mining of the Cripple Creek District. Increased need of power, especially from large consumers like the Pueblo Army Depot, required the second phase expansion to the east side of the power house with the addition of a 7500KW steam powered turbine. This increased the Power Company's total output to 34,000KW.

Increased post war power demands from factories, industries and homes in Pueblo and Freemont Counties required construction of the third phase expansion to the west end of the building. A 15,000KW combination steam and fuel oil turbine driven generator was installed and constructed in 1949.

Notable persons involved in electrical power were W. N. Clark, head of Southern Colorado Power Company for whom the Canyon City plant was named after, and Mark G. Lord, Superintendent of Power Plant and Shops and VP of sales. Mr. Lord was responsible for assisting in the management of innovations on gravel separation and water cooling for which the Arkansas River represented unique challenges after the 1921 Pueblo Flood and subsequent relocation of the river channel midway through construction of the Pueblo Steam Plant (the building now known as Power Plant 5 & 6). Mr. Lord's grandson, Todd Pasquin, now owns and operates the Historic Federal Building in downtown Pueblo (and other direct descendants are prominent members of the business community.)

Byllesby Engineering & Management Company, the designer of the Pueblo Steam Plant (see Architecture 2b, below), was also an owner and operator of a number of trolley systems in the United States in the early part of the 20th century. The design was named the "Safety Car," and became known as the "Birney Safety Car" and ultimately simply as the "Birney" car.

The Pueblo Steam Plant construction began in 1921 and was halted by the great Pueblo Flood on June 3, 1921. Workers scrambled to sandbag facilities on the site to maintain vital electric service to the telephone switchboards so residents could be warned of rising flood waters.

Black Hills 5&6 was originally known as the Pueblo Steam Plant, was built in the style of Art Deco Industrial with Modern design features. Completed in 1922, it provided electricity to more than 300 Central Business District (CBD) structures. Designed by Byllesby Engineering & Management Company, the Steam Plant's architecture, equipment, cooling water screening operation and is notable both for its engineering and industrial design innovations. The equipment was innovative in the region and the western United States when it began operating. The plant underwent a series of expansions in generating electricity to keep up with power demands due the expansion of housing, commerce, manufacturing, steel production at Colorado Fuel & Iron Works, and mining. It remained operational until its recent decommissioning in 2012.

The Pueblo Steam Plant was designed by the Chicago based firm of Byllesby Engineering & Management Company. This company was founded by Henry Marison Byllesby (1859 - 1924) who was one of the most prominent electrical engineers of his time. Around 1881, after Byllesby earned an engineering degree, he was hired by Thomas Edison and made all of the drawings and most of the designs for the first central station of the Edison Electric Light Co in Manhattan. In 1885 he was hired by George Westinghouse to manage, help organize and incorporate Westinghouse Electric Companies in the USA and London England. He formed H.M. Byllesby & Co. (later Byllesby Engineering & Management Co by the time Pueblo Steam Plant designs began in 1920) a Chicago based conglomerate that owned steamships, streetcars and utility companies across the United States. Mr. Byllesby was largely responsible for the development of the alternating current system of lighting and procured over 40 patents on distribution systems and electrical apparatus. In 1904, the H. M. Byllesby Engineering & Management Company of Chicago, Illinois, obtained the controlling interest in the Birney Safety Streetcar Co through stock purchases. These cars replaced the Denver Car design in Pueblo and were used until the end of trolley service in 1947.

Art Deco Industrial with Modern Movements: The original core of this industrial plant is of vernacular design in brick masonry with Neo Classical design features in cast concrete. The primary construction material is hard-fired brick, laid up with narrow mortar joints in the English Bond pattern, with alternating courses consist of headers and stretchers, ending with queen closers. Soldier and Sailor brick courses are prominent features that frame the fenestrations and decorative bands of the upper facades. This particular bond is the strongest structurally and is often used in industrial buildings of this type. The cornice is simple, flat and not a decorative feature of this building – though this simple design allows for stepped parapets as needed to accommodate and screen roof-top projections.

The most prominent character defining feature are the massive, deep-set recessed vertical steel windows with divided lights, the lower sections incorporate operable transom windows. Vertical brick pilasters are incorporated between each vertical window block, and extend approximately 3/4th the distance from the ground to the cornice, ending in a raked (angled) top capitol. Rectangular cast concrete corner blocks appear at the top of each window block. The exterior condition of this core section appears to be in good-to-excellent condition, with normal deterioration of the steel windows as typical when regular maintenance has been stopped.

Black Hills Power Plant 5 & 6 is about three quarters of a mile west of Interstate 25. The power plant is located directly west of the HARP's Lake Elizabeth and one block north of the Union Avenue Historic District. Black Hills Power Plant 5 & 6 is also located in Pueblo Urban Renewal Authority's "Expanded Phase One Urban Renewal Project Area." The Power Plant is adjacent to the Historic Union Ave Historic District. The Union Avenue Historic District consists of a large group of commercial structures located south of the central business district in Pueblo, Colorado. The commercial buildings in the area lie primarily along Union Avenue and Victoria Ave along the four intersecting streets of East and West "B," "C," and "D" and South Grand. The district has a total of 87 properties. Of this number, 70 contribute to the historic and architectural integrity of the district; 9 are more modern, noncontributing structures; and 8 are vacant lots. When taken together, the structures form a record of commercial architecture in Pueblo and evidence of the changes which have taken place in the course of time. The Historic District maintains the feeling and association of a late nineteenth/early twentieth century commercial area.

One of Pueblo's most prominent skyline features is the Power Plant's steel smokestack rising to a height of more than 270' and masonry smokestack rising 160'. In the context of the city's surrounding landscape, the Power Plant is historically significant for its role in the evolution of the power industry in Southern Colorado. For ninety years it provided electrical service to Pueblo and Surrounding Southern Colorado towns.

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

1908, 1912 West Street
North Side Historic District

See historic district description. Pending individual survey details.

Listings outside the city limits within the County of Pueblo (alphabetical by address)

CO-96 (West of Pueblo at State Highway 96 and Siloam Road; 38.257344, -104.690931)
Goodnight Barn

Pending copy of survey. See GoodnightBarnPueblo.org for restoration committee.

9112 Pueblo Mountain Park Rd, Beulah, CO 81023 (West of Pueblo at State Road 78; 38.0487338, -104.9987869)
Pueblo Mountain Park

Pending copy of survey.

1706 Roselawn Road
Roselawn Cemetery

Pending copy

1900 – 1910 Sante Fe Avenue
Commercial building

[Copy narrative from HPC-17-03 p 3.]

1917 Sante Fe Avenue
Commercial building

[Copy narrative from HPC-17-03 p 4.]

2000 Sante Fe Avenue
Commercial building

[Copy narrative from HPC-17-03 p 4.]

2001 Sante Fe Avenue
Residence

[Copy narrative from HPC-17-03 p 4.]

2021 Sante Fe Avenue
Six commercial and residential buildings

[Copy narrative from HPC-17-03 p 4.]

2405 Sante Fe Avenue
Residence

[Copy narrative from HPC-17-03 p 4.]

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

2507 Sante Fe Avenue
Residence

[Copy narrative from HPC-17-03 p 4.]

25100 East US Highway 50
Commercial building

[Copy narrative from HPC-17-03 p 4.]

Unknown Address
B.B. Fields Trading Post

Pending copy of survey

Note: Several historic resources pending listing.

Pueblo Inventory of Cultural Resources
Summary Table

Printed 10/29/2020

2017	2018	2019	2020	NOTE
260	263	263	263	total places listed on one or more historic registries (some places are listed on multiple registries)
232	235	235	235	total places with historic integrity (most relevant for reporting)
				Pueblo Inventory of Cultural Resources
260	263	263	263	total places listed on local registry
234	237	237	237	places with local historic integrity (this is most relevant for Pueblo)
81	84	84	84	local landmarks
2	2	2	2	zoned H-B and not associated with historic districts
153	153	153	153	contributing to local historic districts
26	26	26	26	non-contributing to local historic districts
18	18	18	18	(opted out of local historic districts)
				Colorado State Historical Registry
7	7	7	7	places listed on state registry
5	5	5	5	(not listed on other registers)
				National Register of Historic Places
124	125	125	125	total places listed on national registry
115	115	115	115	places with historic integrity (national)
49	49	49	49	listed on the National Register (these are also local landmarks)
3	3	3	3	listed on the National Register (outside City limits and not local landmarks)
63	63	63	63	contributing to national historic districts (these are also local contributors to districts)
9	10	10	10	non-contributoring to national historic districts

NUM	DIR	STREET	TYPE	HISTORIC NAME	BUILT	HB	LL	DATE	ORD	LHD	LHD-C	LHD-NC
212	West	03rd	Street	Henkel-Duke Mercantile Company \	1895		1	9/9/2002	6888			
403	East	04th	Street	Sweeny Feed Mill, the	1896		1	8/26/2006				
1402	East	07th	Street	Saint Leander Church			1	8/9/2010	8249			
1438	East	07th	Street	Saint Leander School	1914		1	8/9/2010	8250			
408	West	07th	Street	Rood Candy Company Building			1	9/9/2002	6888			
215	West	10th	Street	Pueblo County Courthouse	1908		1	9/9/2002	6888			
310	West	11th	Street	First Methodist Church of Pueblo			1	3/26/2007				
401	West	11th	Street	Fitch Terrace			1	9/9/2002	6888			
417	West	11th	Street	White, Asbury, House			1	9/9/2002	6888			
229	West	12th	Street	Bowen Mansion	1892		1	9/9/2002	6888			
727	West	13th	Street	The Edgar Olin House			1	9/13/2004				
1301	West	13th	Street	Colorado State Hospital Superintendent's House			1	9/9/2002	6888			
419	West	14th	Street	Rosemount / Thatcher Mansion			1	9/9/2002	6888			
325	West	15th	Street	Baxter House / Bishop's House			1	9/9/2002	6888			
425	West	15th	Street	Beaumont, Allen J., House	1889		1	9/9/2002	6888			
303	West	17th	Street							North Side, the (phase 1)	1	
605	West	17th	Street							North Side, the (phase 1)		1
302	West	18th	Street							North Side, the (phase 1)	1	
315	West	18th	Street							North Side, the (phase 1)		1
317	West	18th	Street							North Side, the (phase 1)		1
321	West	18th	Street							North Side, the (phase 1)		1
325	West	18th	Street							North Side, the (phase 1)		1
401	West	18th	Street							North Side, the (phase 1)		1
409	West	18th	Street							North Side, the (phase 1)	1	
419	West	18th	Street							North Side, the (phase 1)	1	
420	West	18th	Street	Church of the Ascension / Ascension Episcopal Church						North Side, the (phase 1)	1	
420	West	18th	Street							North Side, the (phase 1)		1
423	West	18th	Street							North Side, the (phase 1)	1	
425	West	18th	Street							North Side, the (phase 1)	1	
529	West	18th	Street							North Side, the (phase 1)	1	
611	West	18th	Street							North Side, the (phase 1)	1	
615	West	18th	Street							North Side, the (phase 1)		1
203	West	19th	Street							North Side, the (phase 2)		

NUM	DIR	STREET	TYPE	HISTORIC NAME	BUILT	HB	LL	DATE	ORD	LHD	LHD-C	LHD-NC
207	West	19th	Street	James R. and Della M. Davies House	1909					North Side, the (phase 2)	1	
209	West	19th	Street	James L. Lovern House	1908					North Side, the (phase 2)	1	
307	West	19th	Street	Benjamin Franklin Koperlik House	1921					North Side, the (phase 2)	1	
309	West	19th	Street	Judge J. Arthur Phelps House	1922					North Side, the (phase 2)	1	
311	West	19th	Street	William Peace House	1923					North Side, the (phase 2)	1	
411	West	19th	Street	Frank & Alice McAvoy House	1929					North Side, the (phase 2)	1	
415	West	19th	Street	Samuel R. Risley House	1906					North Side, the (phase 2)	1	
419	West	19th	Street	Royal W. Olson House	1913					North Side, the (phase 2)	1	
425	West	19th	Street	Dr. Edwin W. Varley House	1904					North Side, the (phase 2)	1	
517	West	19th	Street							North Side, the (phase 2)		
519	West	19th	Street	George B. Eberenz House	1903					North Side, the (phase 2)	1	
521	West	19th	Street	David M. Campbell House	1903					North Side, the (phase 2)	1	
615	West	19th	Street							North Side, the (phase 2)		
616	West	19th	Street							North Side, the (phase 1)	1	
619	West	19th	Street	J. Robert & Lena D. Duckworth Hou	1914					North Side, the (phase 2)	1	
620	West	19th	Street							North Side, the (phase 1)		1
621	West	19th	Street	Leold "Leo" Guggenheim House	1911					North Side, the (phase 2)	1	
624	West	19th	Street							North Side, the (phase 1)	1	
625	West	19th	Street	Edward C. Teller House	1909					North Side, the (phase 2)	1	
210	West	20th	Street							North Side, the (phase 2)		
306	West	20th	Street							North Side, the (phase 2)		
316	West	20th	Street							North Side, the (phase 2)		
416	West	20th	Street	Morton & Ruth Rechnitz House	1929					North Side, the (phase 2)	1	
418	West	20th	Street	Everett Day Duplex	1930					North Side, the (phase 2)	1	
614	West	20th	Street	William R. & Vera M. Dunn House	1952					North Side, the (phase 2)	1	
616	West	20th	Street							North Side, the (phase 2)		
620	West	20th	Street							North Side, the (phase 2)		
622	West	20th	Street	Leonard C. Gibbens House	1915					North Side, the (phase 2)	1	
415	East	Abriendo	Avenue	McClelland Orphanage	1935		1	9/9/2002	6888			
100	West	Abriendo	Avenue	Christopher Columbus Monument, the			1	5/23/2011	R-12157			
300	West	Abriendo	Avenue	Walter, Martin, House	1906		1	9/9/2002	6888			
100	West	B	Street	Depot Annex (Post Office Terminal	1922; 1950			9/9/2002	6888	Union Avenue	1	
103	West	B	Street	William Strait Block (Stores & Apart	1890					Union Avenue	1	

NUM	DIR	STREET	TYPE	HISTORIC NAME	BUILT	HB	LL	DATE	ORD	LHD	LHD-C	LHD-NC
113	West	B	Street	Coors Building; Vendome Hotel	1903	4/8/1985				Union Avenue	1	
117	West	B	Street	Unionia Newspaper	1905	4/8/1985				Union Avenue	1	
121	West	B	Street	Hotel and Tavern; Arcade Building	1904	4/8/1985				Union Avenue	1	
132	West	B	Street	Union Depot	1890	4/8/1985				Union Avenue	1	
132	West	B	Street	Santa Fe Locomotive #2912	1944		1	9/9/2002	6888			
200	West	B	Street		1889	4/8/1985		9/9/2002	6888	Union Avenue	1	
223	West	B	Street	Rio Grande Freight House		1		Z-98-16	6375			
905		Berkley	Avenue	Hazerlhurst / Berkley House	1895		1	9/9/2002	6888			
116		Broadway	Avenue	Hose Company #3	1898		1	7/24/2006				
126		Broadway	Avenue	South Pueblo Lodge #31			1	12/12/2005				
400		Broadway	Avenue	First Methodist Episcopal Church /	1902		1	9/9/2002	6888			
116	East	C	Street	Store	1883	4/8/1985		9/9/2002	6888	Union Avenue	1	
215		Canal	Street	Minnequa Steel Works Office Buildi	1901		1	9/9/2002	6888			
225		Canal	Street	Minnequa Steel Works Dispensary	1902		1	9/9/2002	6888			
38		Carlile	Place	Tooke-Nuckolls House	1891		1	9/9/2002	6888			
44		Carlile	Place	Carlile, James N., House	1872		1	9/9/2002	6888			
119		Central	Plaza	Tutt Building	1890		1	9/9/2002	6888			
1		City Hall	Place	City Hall	1917	4/8/1985				Union Avenue	1	
1		City Hall	Place	Memorial Auditorium	1919	4/8/1985				Union Avenue	1	
330		Colorado	Avenue	J.A. Wayland House, the			1	7/12/2010	8250			
501		Colorado	Avenue	Galligan House	1891		1	9/9/2002	6888			
1801		Court	Street							North Side, the (phase 1)	1	
1805		Court	Street							North Side, the (phase 1)		
1821		Court	Street							North Side, the (phase 1)	1	
1825		Court	Street							North Side, the (phase 1)	1	
1827		Court	Street							North Side, the (phase 1)	1	
1901		Court	Street	Barndollar-Stone-Work House, the			1	8/14/2006		North Side, the (phase 2)		
1906		Court	Street	Barndollar-Gann House	1889		1	9/9/2002	6888	North Side, the (phase 1)	1	
1910		Court	Street	Adelbert A. Weiland house	1914					North Side, the (phase 2)	1	
1912		Court	Street	Ralph B. Ferris House	1908					North Side, the (phase 2)		1
1917		Court	Street	Robert Anderson House; John Fred	1904					North Side, the (phase 2)	1	
1918		Court	Street							North Side, the (phase 2)		
1921		Court	Street							North Side, the (phase 2)		

NUM	DIR	STREET	TYPE	HISTORIC NAME	BUILT	HB	LL	DATE	ORD	LHD	LHD-C	LHD-NC
1922		Court	Street	Rolland L. Phillips House	1923					North Side, the (phase 2)	1	
1926		Court	Street	Kenneth V. & Ruth R. Means House	1956					North Side, the (phase 2)		1
1927		Court	Street	Charles T. Strots House	1900					North Side, the (phase 2)	1	
1930		Court	Street	Edwin E. Churchill House	1896					North Side, the (phase 2)	1	
1409		Craig	Street	Duke, Nathaniel W., House	1889		1	9/9/2002	6888			
112	West	D	Street		1904	4/8/1985				Union Avenue	1	
535		Dittmer	Avenue	Florman House, the			1	11/22/2004				
1701	North	Elizabeth	Street							North Side, the (phase 1)	1	
1709	North	Elizabeth	Street							North Side, the (phase 1)		1
1800	North	Elizabeth	Street							North Side, the (phase 1)	1	
1801	North	Elizabeth	Street							North Side, the (phase 1)	1	
1810	North	Elizabeth	Street							North Side, the (phase 1)		1
1819	North	Elizabeth	Street	Morey Bernstein House, the	1926		1	10/11/2005		North Side, the (phase 1)	1	
1827	North	Elizabeth	Street							North Side, the (phase 1)	1	
1830	North	Elizabeth	Street							North Side, the (phase 1)	1	
1901	North	Elizabeth	Street	Edward Frederick Brown House	1904					North Side, the (phase 2)	1	
1909	North	Elizabeth	Street	La Mont B. Beach House	1909					North Side, the (phase 2)		1
1910	North	Elizabeth	Street	Helander-King House	1900					North Side, the (phase 2)	1	
1911	North	Elizabeth	Street	John J. Jenkins House	1904					North Side, the (phase 2)	1	
1914	North	Elizabeth	Street	Edwin E. Douglass House	1906					North Side, the (phase 2)	1	
1915	North	Elizabeth	Street	Edgar T. Pate House	1923					North Side, the (phase 2)	1	
1919	North	Elizabeth	Street	John W. Davidson House	1902					North Side, the (phase 2)	1	
1920	North	Elizabeth	Street							North Side, the (phase 2)		
1921	North	Elizabeth	Street	Brooking-Howard House	1900					North Side, the (phase 2)	1	
1922	North	Elizabeth	Street	Kenneth McCabe House	1920					North Side, the (phase 2)		1
1924	North	Elizabeth	Street	Max Schwer House	1914					North Side, the (phase 2)	1	
1925	North	Elizabeth	Street	Edward V. Garnett House	1904					North Side, the (phase 2)	1	
1930	North	Elizabeth	Street	Finney-Clark House	1913					North Side, the (phase 2)	1	
2121	North	Elizabeth	Street	Frazier, R.T., House	1915		1	9/9/2002	6888			
1201		Elm	Street	Gus' Place			1	8/10/2009				
1143	East	Evans	Avenue	Swartz Block / Odd Fellows Hall			1	3/9/2009	7982			
1201	East	Evans	Avenue	Bessemer Fire Station, the			1	8/8/2005				
228	West	Evans	Avenue	First Congregational Church	1889		1	9/9/2002	6888			

NUM	DIR	STREET	TYPE	HISTORIC NAME	BUILT	HB	LL	DATE	ORD	LHD	LHD-C	LHD-NC
800		Goodnight	Avenue	City Park Carousel	1914		1	9/9/2002	6888			
1025	North	Grand	Avenue	Sacred Heart Cathedral	1913		1	9/9/2002	6888			
1325	North	Grand	Avenue	Temple Emanuel	1900		1	9/9/2002	6888			
1812	North	Grand	Avenue							North Side, the (phase 1)	1	
1825	North	Grand	Avenue	Rice, Ward, House	1892		1	9/9/2002	6888	North Side, the (phase 1)	1	
1827	North	Grand	Avenue							North Side, the (phase 1)	1	
1901	North	Grand	Avenue	Albert Elliot House	1908					North Side, the (phase 2)	1	
1903	North	Grand	Avenue	William Henry House	1908					North Side, the (phase 2)	1	
1905	North	Grand	Avenue							North Side, the (phase 2)		
1907	North	Grand	Avenue							North Side, the (phase 2)		
1912	North	Grand	Avenue	Clarence B. Douglas House	1924					North Side, the (phase 2)	1	
1913	North	Grand	Avenue	Eugene F. Ford House	1903					North Side, the (phase 2)	1	
1915	North	Grand	Avenue	Edward J. Scott House	1888					North Side, the (phase 2)	1	
1918	North	Grand	Avenue	Paul L. Wright House	1929					North Side, the (phase 2)	1	
1919	North	Grand	Avenue	John J. Crow House	1909					North Side, the (phase 2)	1	
1921	North	Grand	Avenue	Lloyd H. Benning House	1920					North Side, the (phase 2)	1	
1922	North	Grand	Avenue	Jacob Blum House	1905					North Side, the (phase 2)	1	
1925	North	Grand	Avenue	Ralph H. Redak House	1926					North Side, the (phase 2)	1	
1930	North	Grand	Avenue	Louis W. Biele House	1900					North Side, the (phase 2)	1	
2201	North	Grand	Avenue	Streit, J.L., House	1888		1	9/9/2002	6888			
107	South	Grand	Avenue	La Veta Place and Mercantile Buildi	1891		1	6/13/2016	9000			
217	South	Grand	Avenue	Vail Hotel	1911	4/8/1985		9/9/2002	6888	Union Avenue	1	
219	South	Grand	Avenue	Star Journal, the	1904	4/8/1985		9/9/2002	6888	Union Avenue	1	
1325	North	Greenwood	Street	Pryor, Frank, House	1889		1	9/9/2002	6888			
1401	North	Greenwood	Street	Hartman / Hoag House, the			1	10/25/2004				
1801	North	Greenwood	Street	Gast Mansion	1892		1	9/9/2002	6888	North Side, the (phase 1)	1	
1912	North	Greenwood	Street	Nancy J. Mize House	1903					North Side, the (phase 2)	1	
1914	North	Greenwood	Street							North Side, the (phase 2)		
1915	North	Greenwood	Street	Ambrose V. Bradford House	1890					North Side, the (phase 2)	1	
1916	North	Greenwood	Street	Robert Kershaw House	1901					North Side, the (phase 2)	1	
1917	North	Greenwood	Street	Mary & Mabel Meyers House	1906					North Side, the (phase 2)	1	
1918	North	Greenwood	Street	Dr. Augustus J. Monahan House	1903					North Side, the (phase 2)	1	

NUM	DIR	STREET	TYPE	HISTORIC NAME	BUILT	HB	LL	DATE	ORD	LHD	LHD-C	LHD-NC
1919	North	Greenwood	Street	Jesse A. Rood House	1899					North Side, the (phase 2)		1
1919	North	Greenwood	Street							North Side, the (phase 2)		
1920	North	Greenwood	Street	Milton c. Potter House	1903					North Side, the (phase 2)	1	
1925	North	Greenwood	Street	William Peach House	1903					North Side, the (phase 2)	1	
1927	North	Greenwood	Street	Morris C. Johnson House	1906					North Side, the (phase 2)	1	
1930	North	Greenwood	Street							North Side, the (phase 2)		
2920		High	Street	Star Journal Model Home	1927		1	9/9/2002	6888			
1005		Lake	Avenue	William J. Anderson House, the			1	7/25/2011	8378			
1007		Lake	Avenue	J. Euclid Miles House, the			1	5/24/2010	8215			
1013		Lake	Avenue	K.M. Flynn House, the			1	6/11/2012				
2130		Lake	Avenue	Coronado Lodge			1	3/30/2020				
201		Lamkin	Street			1		Z-97-14	6278; 6330			
611		Logan	Avenue	Saint Francis Xavier Church			1	7/25/2011				
207	North	Main	Street	Mechanics Building / Masonic Build	1891		1	9/9/2002	6888			
225	North	Main	Street	Montgomery Ward Building	1936		1	9/9/2002	6888			
300	North	Main	Street	Whitcomb Block / Pueblo Savings &	1896		1	6/11/2018	9294			
401	North	Main	Street	Colorado Building	1925		1	9/9/2002	6888			
421	North	Main	Street	Pueblo Federal Building / U.S. Post	1897		1	9/9/2002	6888			
1911	North	Main	Street	Walter E. Scott Sr. House	1904					North Side, the (phase 2)	1	
1915	North	Main	Street	Willard S. Kettering House	1926					North Side, the (phase 2)	1	
1929	North	Main	Street	Walter E. Scott House	1911					North Side, the (phase 2)	1	
101	South	Main	Street		1910	4/8/1985				Union Avenue	1	
227	South	Main	Street		1883	4/8/1985				Union Avenue	1	
231	South	Main	Street		1883	4/8/1985				Union Avenue	1	
211	East	Mesa	Avenue	Saint Mary's School			1	11/24/2003				
900	West	Mesa	Avenue	Edison School	1909		1	9/9/2002	6888			
226		Michigan	Street	Saint Patrick's Church	1882		1	5/24/2004	7152			
3455		Nuckolls	Avenue	Pueblo City Park Zoo	1940		1	9/9/2002	6888			
102		Oneida	Avenue	Quaker Flour Mill / Abel Engineerin	1869		1	9/9/2002	6888			
101	East	Orman	Avenue	Stickney, Charles, H., House	1890		1	9/9/2002	6888			
102	East	Orman	Avenue	Orman-Adams House	1890		1	9/9/2002	6888			
215	East	Orman	Avenue	Keating School	1927		1	9/9/2002	6888			
220	West	Orman	Avenue	Dr. William T.H. and Lurena Baker H	1912		1	10/24/2014	8789			

NUM	DIR	STREET	TYPE	HISTORIC NAME	BUILT	HB	LL	DATE	ORD	LHD	LHD-C	LHD-NC
431	East	Pitkin	Avenue	Central High School	1881		1	9/9/2002	6888			
102	West	Pitkin	Avenue	Black, Dr. John A., House Complex	1910		1	9/9/2002	6888			
114	West	Pitkin	Avenue	Black, Dr. John A., House Complex	1910		1	9/9/2002	6888			
302	West	Pitkin	Avenue	Number 1 Pitkin Place	1893			9/9/2002	6888	Pitkin Place	1	
306	West	Pitkin	Avenue	Number 2 Pitkin Place	1893			9/9/2002	6888	Pitkin Place	1	
310	West	Pitkin	Avenue	Number 3 Pitkin Place	1893			9/9/2002	6888	Pitkin Place	1	
314	West	Pitkin	Avenue	Number 4 Pitkin Place	1892			9/9/2002	6888	Pitkin Place	1	
318	West	Pitkin	Avenue	Number 5 Pitkin Place	1892			9/9/2002	6888	Pitkin Place	1	
322	West	Pitkin	Avenue	Number 6 Pitkin Place	1911			9/9/2002	6888	Pitkin Place	1	
326	West	Pitkin	Avenue	Number 7 Pitkin Place	1895			9/9/2002	6888	Pitkin Place	1	
229		Quincy	Street	King, Dr. Alexander T., House	1891		1	9/9/2002	6888			
215	West	Routt	Avenue	King, Dr. Alexander T., Carriage Hou	1891		1	9/9/2002	6888			
201	North	Santa Fe	Avenue	Holden Block	1881		1	4/14/2003				
221	North	Santa Fe	Avenue	Studzinski Block	1882		1	4/14/2003				
418	North	Santa Fe	Avenue	BPOE Pueblo Lodge No. 90 Annex			1	10/8/2018	9351			
426	North	Santa Fe	Avenue	Numa Hotel / Saint James Hotel / BPOE Pueblo Lodge No			1	10/8/2018	9351			
801	North	Santa Fe	Avenue	YWCA-Pueblo	1935		1	9/9/2002	6888			
1500	North	Santa Fe	Avenue	Lake Clara band shell					7269	Mineral Palace Park	1	
1500	North	Santa Fe	Avenue	Lake Clara boathouse and pavilion					7269	Mineral Palace Park	1	
1500	North	Santa Fe	Avenue	Lake Clara original portion of retaining walls					7269	Mineral Palace Park	1	
1500	North	Santa Fe	Avenue	Main Street entrance gate					7269	Mineral Palace Park	1	
1500	North	Santa Fe	Avenue	Pathways defining the formal garden (originally rose garden)					7269	Mineral Palace Park	1	
1500	North	Santa Fe	Avenue	Ranger station and accessory building at the northeast side					7269	Mineral Palace Park	1	
1500	North	Santa Fe	Avenue	Remaining park road walls constructed during historic period					7269	Mineral Palace Park	1	
650	South	Santa Fe	Avenue	Santa Fe Avenue Bridge			1	9/9/2002	6888			
2315		Sprague	Street	Sacred Heart Orphanage	1903		1	9/9/2002	6888			
1000		Spruce	Street	Saint John's Greek Orthodox Church	1907		1	9/9/2002	6888			
101	North	Union	Avenue	Riverside Building	1890	4/8/1985		9/9/2002	6888	Union Avenue	1	
105	North	Union	Avenue	Bayle Block	1889	4/8/1985		9/9/2002	6888	Union Avenue	1	
111	North	Union	Avenue	Store and Offices	1950	4/8/1985		9/9/2002	6888	Union Avenue		1
230	North	Union	Avenue		1887	4/8/1985				Union Avenue	1	
315	North	Union	Avenue	El Pueblo Archaeological Site	1842		1	9/9/2002	6888			
101	South	Union	Avenue							Union Avenue		1

NUM	DIR	STREET	TYPE	HISTORIC NAME	BUILT	HB	LL	DATE	ORD	LHD	LHD-C	LHD-NC
105	South	Union	Avenue	Boyle Block / Sam Nelson Furniture	1889	4/8/1985				Union Avenue	1	
109	South	Union	Avenue		1950	4/8/1985				Union Avenue		1
118	South	Union	Avenue		1920	4/8/1985				Union Avenue	1	
121	South	Union	Avenue	Erickson Block	1902	4/8/1985				Union Avenue	1	
122	South	Union	Avenue		1905	4/8/1985				Union Avenue	1	
123	South	Union	Avenue		1921	4/8/1985				Union Avenue	1	
124	South	Union	Avenue		1905	4/8/1985				Union Avenue	1	
126	South	Union	Avenue		1905	4/8/1985				Union Avenue	1	
128	South	Union	Avenue	Price Block	1883	4/8/1985				Union Avenue	1	
130	South	Union	Avenue	Gold Dust Block	1889	4/8/1985				Union Avenue	1	
131	South	Union	Avenue		1925	4/8/1985				Union Avenue	1	
133	South	Union	Avenue		1925	4/8/1985				Union Avenue	1	
201	South	Union	Avenue	Union Avenue Livery (Headlight Live	1920	4/8/1985				Union Avenue		1
204	South	Union	Avenue	Kitchen Block	1883	4/8/1985				Union Avenue		1
206	South	Union	Avenue		1891	4/8/1985				Union Avenue	1	
207	South	Union	Avenue		1920	4/8/1985				Union Avenue	1	
211	South	Union	Avenue		1937	4/8/1985				Union Avenue	1	
214	South	Union	Avenue		1900	4/8/1985				Union Avenue	1	
215	South	Union	Avenue		1921	4/8/1985				Union Avenue		1
217	South	Union	Avenue		1990	4/8/1985				Union Avenue		1
218	South	Union	Avenue		1924	4/8/1985				Union Avenue	1	
220	South	Union	Avenue		1921	4/8/1985				Union Avenue	1	
222	South	Union	Avenue		1881	4/8/1985				Union Avenue	1	
223	South	Union	Avenue		1905	4/8/1985				Union Avenue	1	
224	South	Union	Avenue		1893	4/8/1985				Union Avenue	1	
226	South	Union	Avenue		1887	4/8/1985				Union Avenue	1	
229	South	Union	Avenue		1896	4/8/1985				Union Avenue	1	
230	South	Union	Avenue	DeRemer Block	1882	4/8/1985				Union Avenue	1	
231	South	Union	Avenue		1881	4/8/1985				Union Avenue	1	
232	South	Union	Avenue		1893	4/8/1985				Union Avenue	1	
304	South	Union	Avenue	Donnegan Block	1893	4/8/1985				Union Avenue	1	
307	South	Union	Avenue			4/8/1985				Union Avenue		1
309	South	Union	Avenue	Store	1883	4/8/1985				Union Avenue	1	
311	South	Union	Avenue	Stores	1905	4/8/1985				Union Avenue	1	
315	South	Union	Avenue	Storage	1921	4/8/1985				Union Avenue	1	

NUM	DIR	STREET	TYPE	HISTORIC NAME	BUILT	HB	LL	DATE	ORD	LHD	LHD-C	LHD-NC
317	South	Union	Avenue	Tavern	1883	4/8/1985				Union Avenue	1	
319	South	Union	Avenue	Stores	1920	4/8/1985				Union Avenue	1	
320	South	Union	Avenue		1893	4/8/1985				Union Avenue		1
325	South	Union	Avenue		1896	4/8/1985				Union Avenue	1	
327	South	Union	Avenue	William Strait Block	1893	4/8/1985				Union Avenue	1	
330	South	Union	Avenue	McLaughlin Building	1891	4/8/1985				Union Avenue	1	
400	South	Union	Avenue	Holmes Hardware	1915	4/8/1985				Union Avenue	1	
100	North	Victoria	Avenue			4/8/1985				Union Avenue		1
102	South	Victoria	Avenue		1893	4/8/1985				Union Avenue	1	
104	South	Victoria	Avenue		1905	4/8/1985				Union Avenue	1	
105	South	Victoria	Avenue	Pueblo Power Plant			1	5/14/2018	9268			
1908		West	Street	Dr. Ray R. Taylor House	1919					North Side, the (phase 2)	1	
1912		West	Street	Robert C. Innes House	1921					North Side, the (phase 2)	1	

NUM	DIR	STREET	TYPE	DATE	ORD	NRL	DATE	N-REC	NRHD	NRHD-C	NRHD-N	DATE	NRHD-REC	HABS
212	West	03rd	Street			1	5/17/1984						#84000881	5PE.580; 8254
403	East	04th	Street											
1402	East	07th	Street											
1438	East	07th	Street											
408	West	07th	Street			1	5/17/1984							5PE.618
215	West	10th	Street			1	6/27/1975						75000534	5PE.492
310	West	11th	Street											
401	West	11th	Street			1	10/2/1986							5PE.4199
417	West	11th	Street			1	10/11/1984							5PE.4200
229	West	12th	Street			1	1/9/1978						78000877	5PE.493
727	West	13th	Street											
1301	West	13th	Street			1	9/26/1985							5PE.527.2
419	West	14th	Street			1	7/30/1974							5PE.491
325	West	15th	Street			1	2/17/1978						78000876	5PE.497
425	West	15th	Street			1	8/18/1983						83001328	5PE.4201
303	West	17th	Street	6/30/2008	7721									
605	West	17th	Street	6/30/2008	7721									
302	West	18th	Street	6/30/2008	7721									
315	West	18th	Street	6/30/2008	7721									
317	West	18th	Street	6/30/2008	7721									
321	West	18th	Street	6/30/2008	7721									
325	West	18th	Street	6/30/2008	7721									
401	West	18th	Street	6/30/2008	7721									
409	West	18th	Street	6/30/2008	7721									
419	West	18th	Street	6/30/2008	7721									
420	West	18th	Street	6/30/2008	7721									5PE.4175
420	West	18th	Street	6/30/2008	7721									
423	West	18th	Street	6/30/2008	7721									
425	West	18th	Street	6/30/2008	7721									
529	West	18th	Street	6/30/2008	7721									
611	West	18th	Street	6/30/2008	7721									
615	West	18th	Street	6/30/2008	7721									
203	West	19th	Street	2/11/2013	8551									

NUM	DIR	STREET	TYPE	DATE	ORD	NRL	DATE	N-REC	NRHD	NRHD-C	NRHD-N	DATE	NRHD-REC	HABS
207	West	19th	Street	2/11/2013	8551									
209	West	19th	Street	2/11/2013	8551									
307	West	19th	Street	2/11/2013	8551									
309	West	19th	Street	2/11/2013	8551									
311	West	19th	Street	2/11/2013	8551									
411	West	19th	Street	2/11/2013	8551									
415	West	19th	Street	2/11/2013	8551									
419	West	19th	Street	2/11/2013	8551									
425	West	19th	Street	2/11/2013	8551									
517	West	19th	Street	2/11/2013	8551									
519	West	19th	Street	2/11/2013	8551									
521	West	19th	Street	2/11/2013	8551									
615	West	19th	Street	2/11/2013	8551									
616	West	19th	Street	6/30/2008	7721									
619	West	19th	Street	2/11/2013	8551									
620	West	19th	Street	6/30/2008	7721									
621	West	19th	Street	2/11/2013	8551									
624	West	19th	Street	6/30/2008	7721									
625	West	19th	Street	2/11/2013	8551									
210	West	20th	Street	2/11/2013	8551									
306	West	20th	Street	2/11/2013	8551									
316	West	20th	Street	2/11/2013	8551									
416	West	20th	Street	2/11/2013	8551									
418	West	20th	Street	2/11/2013	8551									
614	West	20th	Street	2/11/2013	8551									
616	West	20th	Street	2/11/2013	8551									
620	West	20th	Street	2/11/2013	8551									
622	West	20th	Street	2/11/2013	8551									
415	East	Abriendo	Avenue				1/30/1992							5PE.4217
100	West	Abriendo	Avenue				5/23/2011							5PE.3162
300	West	Abriendo	Avenue				5/17/1984							5PE.4212
100	West	B	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
103	West	B	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612

NUM	DIR	STREET	TYPE	DATE	ORD	NRL	DATE	N-REC	NRHD	NRHD-C	NRHD-N	DATE	NRHD-REC	HABS
113	West	B	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
117	West	B	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
121	West	B	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
132	West	B	Street	4/8/1985	5216	1	4/1/1975	82001021	Union A	1		12/28/1982		5PE.494; 5PE.612
132	West	B	Street			1	9/13/1995							5PE.612.44
200	West	B	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
223	West	B	Street											5PE.1519
905		Berkley	Avenue			1	12/15/1978							5PE.500
116		Broadway	Avenue											
126		Broadway	Avenue											
400		Broadway	Avenue			1	11/14/1979							5PE.503
116	East	C	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
215		Canal	Street			1	6/6/2002							5PE.4179
225		Canal	Street			1	6/6/2002							5PE.4179
38		Carlile	Place			1	11/7/1985							5PE.4213
44		Carlile	Place			1	2/8/1985							5PE.4214
119		Central	Plaza			1	8/13/1983	83001331				8/18/1983		5PE.585
1		City Hall	Place	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
1		City Hall	Place	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
330		Colorado	Avenue											
501		Colorado	Avenue			1	6/3/1982							5PE.611
1801		Court	Street	6/30/2008	7721									
1805		Court	Street	6/30/2008	7721									
1821		Court	Street	6/30/2008	7721									
1825		Court	Street	6/30/2008	7721									
1827		Court	Street	6/30/2008	7721									
1901		Court	Street	2/11/2013	8551									
1906		Court	Street	6/30/2008	7721	1	11/7/1985						85002761	5PE.4205
1910		Court	Street	2/11/2013	8551									
1912		Court	Street	2/11/2013	8551									
1917		Court	Street	2/11/2013	8551									
1918		Court	Street	2/11/2013	8551									
1921		Court	Street	2/11/2013	8551									

NUM	DIR	STREET	TYPE	DATE	ORD	NRL	DATE	N-REC	NRHD	NRHD-C	NRHD-N	DATE	NRHD-REC	HABS
1922		Court	Street	2/11/2013	8551									
1926		Court	Street	2/11/2013	8551									
1927		Court	Street	2/11/2013	8551									
1930		Court	Street	2/11/2013	8551									
1409		Craig	Street			1	2/8/1985							5PE.4204
112	West	D	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
535		Dittmer	Avenue											
1701	North	Elizabeth	Street	6/30/2008	7721									
1709	North	Elizabeth	Street	6/30/2008	7721									
1800	North	Elizabeth	Street	6/30/2008	7721									
1801	North	Elizabeth	Street	6/30/2008	7721									
1810	North	Elizabeth	Street	6/30/2008	7721									
1819	North	Elizabeth	Street	6/30/2008	7721									
1827	North	Elizabeth	Street	6/30/2008	7721									
1830	North	Elizabeth	Street	6/30/2008	7721									
1901	North	Elizabeth	Street	2/11/2013	8551									
1909	North	Elizabeth	Street	2/11/2013	8551									
1910	North	Elizabeth	Street	2/11/2013	8551									
1911	North	Elizabeth	Street	2/11/2013	8551									
1914	North	Elizabeth	Street	2/11/2013	8551									
1915	North	Elizabeth	Street	2/11/2013	8551									
1919	North	Elizabeth	Street	2/11/2013	8551									
1920	North	Elizabeth	Street	2/11/2013	8551									
1921	North	Elizabeth	Street	2/11/2013	8551									
1922	North	Elizabeth	Street	2/11/2013	8551									
1924	North	Elizabeth	Street	2/11/2013	8551									
1925	North	Elizabeth	Street	2/11/2013	8551									
1930	North	Elizabeth	Street	2/11/2013	8551									
2121	North	Elizabeth	Street			1	6/19/1985							5PE.4206
1201		Elm	Street											
1143	East	Evans	Avenue											
1201	East	Evans	Avenue											
228	West	Evans	Avenue			1	3/8/1985							5PE.4209

NUM	DIR	STREET	TYPE	DATE	ORD	NRL	DATE	N-REC	NRHD	NRHD-C	NRHD-N	DATE	NRHD-REC	HABS
800		Goodnight	Avenue			1	4/21/1983							5PE.615
1025	North	Grand	Avenue			1	2/21/1989							5PE.1125
1325	North	Grand	Avenue			1	3/14/1996							5PE.4202
1812	North	Grand	Avenue	6/30/2008	7721									
1825	North	Grand	Avenue	6/30/2008	7721	1	11/7/1985							5PE.4207
1827	North	Grand	Avenue	6/30/2008	7721									
1901	North	Grand	Avenue	2/11/2013	8551									
1903	North	Grand	Avenue	2/11/2013	8551									
1905	North	Grand	Avenue	2/11/2013	8551									
1907	North	Grand	Avenue	2/11/2013	8551									
1912	North	Grand	Avenue	2/11/2013	8551									
1913	North	Grand	Avenue	2/11/2013	8551									
1915	North	Grand	Avenue	2/11/2013	8551									
1918	North	Grand	Avenue	2/11/2013	8551									
1919	North	Grand	Avenue	2/11/2013	8551									
1921	North	Grand	Avenue	2/11/2013	8551									
1922	North	Grand	Avenue	2/11/2013	8551									
1925	North	Grand	Avenue	2/11/2013	8551									
1930	North	Grand	Avenue	2/11/2013	8551									
2201	North	Grand	Avenue			1	9/20/1984							5PE.4208
107	South	Grand	Avenue											
217	South	Grand	Avenue	4/8/1985	5216	1	12/18/1978	82001021	Union A	1		12/28/1982		5PE.501; 5PE.612
219	South	Grand	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
1325	North	Greenwood	Street			1	2/8/1985	85000231						5PE.4203
1401	North	Greenwood	Street											
1801	North	Greenwood	Street	6/30/2008	7721	1	6/3/1982							5PE.483
1912	North	Greenwood	Street	2/11/2013	8551									
1914	North	Greenwood	Street	2/11/2013	8551									
1915	North	Greenwood	Street	2/11/2013	8551									
1916	North	Greenwood	Street	2/11/2013	8551									
1917	North	Greenwood	Street	2/11/2013	8551									
1918	North	Greenwood	Street	2/11/2013	8551									

NUM	DIR	STREET	TYPE	DATE	ORD	NRL	DATE	N-REC	NRHD	NRHD-C	NRHD-N	DATE	NRHD-REC	HABS
1919	North	Greenwood	Street	2/11/2013	8551									
1919	North	Greenwood	Street	2/11/2013	8551									
1920	North	Greenwood	Street	2/11/2013	8551									
1925	North	Greenwood	Street	2/11/2013	8551									
1927	North	Greenwood	Street	2/11/2013	8551									
1930	North	Greenwood	Street	2/11/2013	8551									
2920		High	Street			1	2/16/1984							5PE.4216
1005		Lake	Avenue											
1007		Lake	Avenue											
1013		Lake	Avenue											
2130		Lake	Avenue			1	3/30/2020	SG100005146						
201		Lamkin	Street											
611		Logan	Avenue											
207	North	Main	Street			1	6/16/1983	83001330						5PE.556
225	North	Main	Street			1	12/24/1996							5PE.557
300	North	Main	Street											5PE.1198
401	North	Main	Street			1	4/17/1992							5PE.559
421	North	Main	Street			1	1/3/1978							5PE.498
1911	North	Main	Street	2/11/2013	8551									
1915	North	Main	Street	2/11/2013	8551									
1929	North	Main	Street	2/11/2013	8551									
101	South	Main	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
227	South	Main	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
231	South	Main	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
211	East	Mesa	Avenue											
900	West	Mesa	Avenue			1	6/19/1985							5PE.4215
226		Michigan	Street											
3455		Nuckolls	Avenue			1	7/28/1995							5PE.587
102		Oneida	Avenue			1	9/30/1976							5PE.496
101	East	Orman	Avenue			1	2/8/1985							5PE.4210
102	East	Orman	Avenue			1	7/13/1976	76000567						5PE.495
215	East	Orman	Avenue			1								5PE.6160
220	West	Orman	Avenue			0								

NUM	DIR	STREET	TYPE	DATE	ORD	NRL	DATE	N-REC	NRHD	NRHD-C	NRHD-N	DATE	NRHD-REC	HABS
431	East	Pitkin	Avenue			1	11/14/1979							5PE.502
102	West	Pitkin	Avenue			1	11/7/1985	85002760				11/7/1985		5PE.4211
114	West	Pitkin	Avenue			1	11/7/1985	85002760				11/7/1985		5PE.4211
302	West	Pitkin	Avenue					78000880	Pitkin Pl	1		1/31/1978		5PE.490
306	West	Pitkin	Avenue					78000880	Pitkin Pl	1		1/31/1978		5PE.490
310	West	Pitkin	Avenue					78000880	Pitkin Pl	1		1/31/1978		5PE.490
314	West	Pitkin	Avenue					78000880	Pitkin Pl	1		1/31/1978		5PE.490
318	West	Pitkin	Avenue					78000880	Pitkin Pl	1		1/31/1978		5PE.490
322	West	Pitkin	Avenue					78000880	Pitkin Pl	1		1/31/1978		5PE.490
326	West	Pitkin	Avenue					78000880	Pitkin Pl	1		1/31/1978		5PE.490
229		Quincy	Street			1	4/21/1983							5PE.616
215	West	Routt	Avenue			1	4/21/1983							5PE.616
201	North	Santa Fe	Avenue											5PE.4144
221	North	Santa Fe	Avenue											5PE.4143
418	North	Santa Fe	Avenue											
426	North	Santa Fe	Avenue											
801	North	Santa Fe	Avenue			1	3/24/1980						#80000921	5PE.504
1500	North	Santa Fe	Avenue	8/13/2004										
1500	North	Santa Fe	Avenue	8/13/2004										
1500	North	Santa Fe	Avenue	8/13/2004										
1500	North	Santa Fe	Avenue	8/13/2004										
1500	North	Santa Fe	Avenue	8/13/2004										
1500	North	Santa Fe	Avenue	8/13/2004										
1500	North	Santa Fe	Avenue	8/13/2004										
650	South	Santa Fe	Avenue			1	10/15/2002						#02001149	5PE.3938
2315		Sprague	Street			1	3/3/1989							5PE.569
1000		Spruce	Street			1	2/28/2002							5PE.4219
101	North	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
105	North	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
111	North	Union	Avenue	4/8/1985	5216			82001021	Union Avenue		1	12/28/1982		5PE.612
230	North	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
315	North	Union	Avenue			1	2/16/1996							5PE.303
101	South	Union	Avenue	4/8/1985	5216			82001021	Union Avenue		1	12/28/1982		5PE.612

NUM	DIR	STREET	TYPE	DATE	ORD	NRL	DATE	N-REC	NRHD	NRHD-C	NRHD-N	DATE	NRHD-REC	HABS
105	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
109	South	Union	Avenue	4/8/1985	5216			82001021	Union Avenue		1	12/28/1982		5PE.612
118	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
121	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
122	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
123	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
124	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
126	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
128	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
130	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
131	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
133	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
201	South	Union	Avenue	4/8/1985	5216			82001021	Union Avenue		1	12/28/1982		5PE.612
204	South	Union	Avenue	4/8/1985	5216			82001021	Union Avenue		1	12/28/1982		5PE.612
206	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
207	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
211	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
214	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
215	South	Union	Avenue	4/8/1985	5216			82001021	Union Avenue		1	12/28/1982		5PE.612
217	South	Union	Avenue	4/8/1985	5216			82001021	Union Avenue		1	12/28/1982		5PE.612
218	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
220	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
222	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
223	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
224	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
226	South	Union	Avenue	4/8/1985	5216	?	?	82001021	Union A	1		12/28/1982		5PE.612
229	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
230	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
231	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
232	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
304	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
307	South	Union	Avenue	4/8/1985	5216			82001021	Union Avenue		1	12/28/1982		5PE.612
309	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
311	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
315	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612

NUM	DIR	STREET	TYPE	DATE	ORD	NRL	DATE	N-REC	NRHD	NRHD-C	NRHD-N	DATE	NRHD-REC	HABS
317	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
319	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
320	South	Union	Avenue	4/8/1985	5216			82001021	Union Avenue		1	12/28/1982		5PE.612
325	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
327	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
330	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
400	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
100	North	Victoria	Avenue	4/8/1985	5216			82001021	Union Avenue		1	12/28/1982		5PE.612
102	South	Victoria	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
104	South	Victoria	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
105	South	Victoria	Avenue											
1908		West	Street	2/11/2013	8551									
1912		West	Street	2/11/2013	8551									

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

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

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

Join Zoom Meeting by phone:
+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
Online and phone Meeting ID and Password:
Meeting ID: 790 774 9677
Passcode: 25436

MEETING CALLED TO ORDER

The meeting was called to order at 3:30 p.m. with Commissioner Castellucci presiding.
The meeting was held at City Council Chambers, 1 City Hall Place, commissioners, applicants, and the public participated in person and via Zoom.

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

Commissioners Absent: None.

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

APPROVAL OF AGENDA

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

Motion passed 7-0.

PUBLIC MEETING AND ACTION

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

Background:

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

The current *Pueblo's Comprehensive Plan* (regional comprehensive plan including all of Pueblo County) was adopted by City Council in June of 2002 and has served as a guide for land use planning within the County for 20 years. The City of Pueblo has historically partnered with the Pueblo Area Council of Governments (PACOG) to act as the lead agency in developing the Comprehensive Plan that encompasses unincorporated Pueblo County, Pueblo's agricultural communities, municipalities, and Metropolitan Districts. The Pueblo County Planning Commission and the City of Pueblo Planning and Zoning Commission jointly serve as the Land Use Planning Committee ("Committee") to PACOG. The Committee studies and reviews, as required by law or as directed and assigned by PACOG, the City or County. The Pueblo Regional Comprehensive Plan is adopted separately by the Pueblo City Council and the Pueblo County Planning Commission. The goal is to maintain a common regional plan that can be utilized by Pueblo County and the City of Pueblo in reviewing future land use activities and proposals under a mutually agreed upon regional comprehensive plan.

Since 2002, the dynamics of Pueblo County have evolved. Pueblo's economic growth rate was the fourth highest among Colorado's metro areas. This is the result of a diversified economy and a growing number of individuals moving to Pueblo due to relative affordability and the temperate climate. Because of this, PACOG has embarked on an update to the Comprehensive Plan. Pueblo County received a $200,000 Department of Local Affairs EIAF Tier 1 grant to contract with a consulting team to create an updated Comprehensive Plan. The grant was matched with $250,000 provided by PACOG members. Clarion Associates were hired through a competitive bid process and began working with the Pueblo planning teams to draft the new Comprehensive Plan in November 2020.

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

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

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

RECOMMENDED ACTION:

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

Clarion Associates:

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

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

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

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

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

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

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

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

Plan goals and policies for the City include:

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

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

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

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

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

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

HEARING:

No one spoke in support or opposition for the application.

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

MOTION PASSED 7-0

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
CITY OF PUEBLO

Submitted January 6, 2022
Published January 11, 2022

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Take notice that at 3:30 P.M., on the 26th day of January, 2022 in the **City Council Chambers**, 1 City Hall Place or remotely via ZOOM: https://pueblo.zoom.us/j/7907749677?pwd=ZDF2d3p4NmRSZ1VCZ0J4akFCSjNFUT09 (Meeting ID, 790 774-9677, Passcode: 25436, Telephone: 346-248-7799), the Planning and Zoning Commission of Pueblo will hold a public hearing for the following:

CP-22-01: An Ordinance Approving and Adopting the Pueblo Regional Comprehensive Plan.

The proposed Pueblo Regional Comprehensive Plan provides a shared vision and goals for development within the Pueblo Region. The Comprehensive Plan serves as an advisory document to guide land use decisions within the City of Pueblo and all jurisdictions within Pueblo County.

A draft of the proposed Pueblo Regional Comprehensive Plan is available online, www.puebloregionalplan.com.

Any person may appear before the Planning and Zoning Commission at the time and place stated above to be heard on the proposed Pueblo Regional Comprehensive Plan. Individuals who require special arrangements to participate are encouraged to contact the Planning Department at least 72 hours in advance.

After the public hearing and recommendation by the Planning and Zoning Commission, the ordinance adopting the Pueblo Regional Comprehensive Plan will be considered by the City Council at a public hearing. Notice of the public hearing before the City Council will be published in the Pueblo Chieftain at least ten (10) days prior to the hearing. Any interested person may appear and be heard at such public hearing. Contact the Department of Planning and Community Development for the time and date of such public hearing.

Scott Hobson

Scott Hobson, Land Use Administrative Official
(719) 553-2259