REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS - CITY HALL
#1 CITY HALL PLACE
MONDAY, April 11, 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 Ken Wood, The Avenue Church

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E.1. Proclamation Presentation: "Arbor Day, April 14, 2022" – City Of Pueblo, Charlie Kuntz, Forestry Coordinator And Mike Taft, Park Supervisor

E.2. Proclamation Presentation: "Child Abuse Prevention Month April 2022" – Jennifer Chavez, Pueblo Child Advocacy Center

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 28, 2022*** as distributed.

Documents:

03-28Minutes.pdf

K. PUBLIC HEARINGS - Metropolitan District Service Plans
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 THE ANDIAMO METROPOLITAN DISTRICT

Documents:

Resolution_14843.pdf
Andiamo Service Plan.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 APPROVING AMENDMENT #2 TO THE AGREEMENT FOR PROFESSIONAL DESIGN CONSULTING SERVICES IN THE AMOUNT OF $59,915 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BOHANNAN HUSTON, INC., RELATING TO THE FINAL DESIGN FOR THE EASTSIDE PEDESTRIAN, PARKING AND STREETSCAPE IMPROVEMENTS PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Documents:

Resolution_14844.pdf
Amendment 2.pdf

M.2. A RESOLUTION ACCEPTING A PUBLIC UTILITY EASEMENT FROM ELB HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY

Documents:

Resolution_14845.pdf
Easement_Right of Way.pdf

M.3. A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $42,280 TO MONTANO CONCRETE, INC., AND SETTING FORTH $12,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-018 SIDEWALK IMPROVEMENTS AT DUTCH CLARK STADIUM AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Removed from Agenda

Documents:

Resolution_M-3.pdf
Bid Summary.pdf

M.4. A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO PUEBLO COMMUNITY COLLEGE FOR THE USE OF ORMAN AVENUE IN BETWEEN HARRISON AVENUE AND CLEVELAND STREET AND THEIR RIGHTS OF WAY TO INSTALL A DIGITAL MEDIA BOARD AND POLES TO INSTALL OVERHEAD DECORATIVE LED LIGHTS

Documents:

Resolution_14846.pdf
Revocable Permit.pdf

M.5. A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO THE NATIONAL MULTIPLE SCLEROSIS SOCIETY FOR THE USE OF SOUTH VICTORIA AVENUE FROM GREENWOOD STREET TO THE D STREET AND A SECTION OF GREENWOOD STREET FROM CITY CENTER DRIVE TO VICTORIA AVENUE AND THEIR RIGHTS OF WAY TO HOST THEIR WALK MS: PUEBLO

Documents:

Resolution_14847.pdf
Revocable Permit.pdf

M.6. A RESOLUTION ESTABLISHING AN APPROVED LIST OF CONTRACTORS TO PERFORM EMERGENCY WATER LINE REPAIRS FOR CITY PARKS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Documents:

Resolution_14848.pdf
Bid Summary.pdf

M.7. A RESOLUTION APPOINTING COUNCILOR LARRY ATENCIO TO THE PUEBLO CITY-COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES APPOINTMENT COMMITTEE

Documents:

Resolution_14849.pdf

M.8. A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF FRED BOATWRIGHT AND RICHARD BLAIR TO COMPLETE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2024 ON THE PUEBLO HUMAN RELATIONS COMMISSION

Documents:

Resolution_14850.pdf
Application_Boatright.pdf
Application_Blair.pdf

M.9. A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF MICHAEL RILEY TO COMPLETE A FOUR-YEAR TERM EXPIRING AUGUST 1, 2025 ON THE HONOR FARM ENTERPRISE CITIZENS ADVISORY BOARD

Documents:

Resolution_14851.pdf
Application_Riley.pdf

M.10. A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF GARY MICHELI TO SERVE A THREE-YEAR TERM EXPIRING APRIL 1, 2025 ON THE FIRE BOARD OF APPEALS

Documents:

Resolution_14852.pdf
Application_Micheli.pdf

M.11. A RESOLUTION ADOPTING AND APPROVING STANDARD CONSTRUCTION

SPECIFICATIONS AND STANDARD DETAILS FOR THE CITY OF PUEBLO, COLORADO DATED MARCH 28, 2022

Introduced by Councilor Martinez Ortega and continued to April 11, 2022 meeting

Documents:

Resolution_14853.pdf
Standard Construction Specifications and Standard Details.pdf

N. ORDINANCES – FIRST PRESENTATION

N.1. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN NINE SUBRECIPIENT AGREEMENTS BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND (1) FRIENDLY HARBOR, A COLORADO NONPROFIT CORPORATION; (2) THE PUEBLO CHILD ADVOCACY CENTER, INC., A COLORADO NONPROFIT CORPORATION; (3) THE PUEBLO RESCUE MISSION, A COLORADO NONPROFIT CORPORATION; (4) PUEBLO DIVERSIFIED INDUSTRIES, INC., A COLORADO NONPROFIT CORPORATION; (5) THE YWCA OF PUEBLO, A COLORADO NONPROFIT CORPORATION; (6) THE SOUTHEASTERN COLORADO AREA HEALTH EDUCATION CENTER FOR RURAL COLORADO'S HEALTH, INC., A COLORADO NONPROFIT CORPORATION; (7) THE URBAN RENEWAL AUTHORITY OF PUEBLO, COLORADO, A COLORADO URBAN RENEWAL AUTHORITY; (8) PUEBLO COMMUNITY COLLEGE, A COLORADO COMMUNITY COLLEGE, FOR (A) THE INNOVATIVE AND INTERACTIVE E

Documents:

Ordinance_N-1.pdf
Friendly Harbor Subrecipient Agreement.pdf
Pueblo Child Advocacy Center Subrecipient Agreement.pdf
Pueblo Rescue Mission Subrecipient Agreement.pdf
Pueblo Diversified Industries Subrecipient Agreement.pdf
Pueblo YWCA Subrecipient Agreement.pdf
SE Colo Health Education Center Subrecipient Agreement.pdf
Pueblo Urban Renewal Subrecipient Agreement.pdf
Pueblo Community College Youth Innovation Subrecipient Agreement.pdf
Pueblo Community College Female Founders Subrecipient Agreement.pdf

N.2. AN ORDINANCE CREATING PROJECT PT2201 SHOP TRUCK REPLACEMENT, ACCEPTING BUDGETING AND APPROPRIATING INSURANCE PROCEEDS IN THE AMOUNT OF $18,250 INTO PROJECT PT2201

Documents:

Ordinance_N-2.pdf

N.3. AN ORDINANCE ESTABLISHING PROJECT AP2203 – AIRPORT TERMINAL REMODEL DESIGN AND CONSTRUCTION, TRANSFERRING $362,288.40 TO PROJECT AP2203 FROM THE AIRPORT FUND, AND AWARDING A DESIGN CONTRACT TO CSHQA, INC. FOR PROJECT NO. 21-090 RFP – PUEBLO MEMORIAL AIRPORT TERMINAL REMODEL

Documents:

Ordinance_N-3.pdf
Agreement Professional Architectural Services.pdf

N.4. AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $13,545 TO DIBBLE & ASSOCIATES

CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, FOR PROJECT EAST GENERAL AVIATION APRON REHABILITATION PROJECT IN CONNECTION WITH BID 17-062 RFQ – PUEBLO MEMORIAL AIRPORT ENGINEER OF RECORD AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Documents:

Ordinance_N-4.pdf
Dibble Professional Services Agreement.pdf

N.5. AN ORDINANCE ESTABLISHING PROJECT CI2120 FOR UNION AND MAIN STREETSCAPE PROJECT, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION, PROJECT: STA M086-095 (24779), BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $2,000,000 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_N-5.pdf
InrterGovernmental Agreement.pdf

N.6. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 3 TO THE COOPERATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO URBAN RENEWAL AUTHORITY RELATING TO THE ST. CHARLES INDUSTRIAL PARK URBAN RENEWAL AREA

Documents:

Ordinance_N-6.pdf
Amendment No. 3.pdf

N.7. AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE PORTIONS OF PARCEL 522300002 FROM B-3, HIGHWAY AND ARTERIAL BUSINESS, R-3, ONE AND TWO FAMILY RESIDENTIAL, AND R-4, MIXED RESIDENTIAL TO R-6, MULTIPLE RESIDENTIAL AND COMMERCIAL

Documents:

Ordinance_N-7.pdf
P_Z Report.pdf

N.8. AN ORDINANCE CHANGING ZONING RESTRICTIONS OF THE FOOTHILLS SUBDIVISION FROM R-8, MANUFACTURED HOME RESIDENTIAL DISTRICT AND B-3, HIGHWAY AND ARTERIAL BUSINESS DISTRICT TO A PUD, PLANNED UNIT DEVELOPMENT ZONE DISTRICT GENERALLY LOCATED EAST OF NORTH PUEBLO BOULEVARD AND NORTH OF WEST 24TH STREET

Documents:

Ordinance_N-8.pdf
P_Z Report.pdf

N.9. AN ORDINANCE VACATING STREETS AND EASEMENTS IN THE FOOTHILLS SUBDIVISION, A SPECIAL AREA PLAN AND PORTIONS OF OAKLAND BOULEVARD, COLUMBIA AVENUE, EMERSON AVENUE AND THE ENTIRE ALLEY IN BLOCK 11, IRVING PARK SUBDIVISION

Documents:

Ordinance_N-9.pdf
P_Z Report.pdf

N.10. AN ORDINANCE APPROVING THE PIKES PEAK PARK, FILING NO. 1 SUBDIVISION

Documents:

Ordinance_N-10.pdf
P_Z Report.pdf

N.11. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A LETTER OF INTENT TO SELL 101 W. RIVERWALK PLACE, UNITS 1A AND 1B, TO FULL PLATE MANAGEMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY FOR ONE MILLION ONE HUNDRED TWO THOUSAND FIVE HUNDRED DOLLARS ($1,102,500)

Documents:

Ordinance_N-11.pdf
Letter of Intent.pdf

N.12. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR CONVEYANCE OF REAL PROPERTY AND IMPROVEMENTS BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO DEVELOPMENT FOUNDATION, A COLORADO NONPROFIT CORPORATION, RELATING TO 200 GREENHORN DRIVE, PUEBLO, CO 81004

Documents:

Ordinance_N-12.pdf
Agreement For Conveyance Of Real Property And Improvements.pdf
Deed.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 25, 2022, And Order The Ordinances To Be Published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q.1. A RESOLUTION AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED $6,580,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR 15 GOVERNMENTAL SERVICES PROJECTS AS AUTHORIZED BY SECTION 603(C)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

Documents:

Resolution_14854.pdf

Q.2. A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE GOODNIGHT BARN FOUNDATION IN THE AMOUNT OF FIVE HUNDRED DOLLARS ($500) TO SUPPORT THE CHUCK WAGON RENDEZVOUS

Tabled indefinitely

Documents:

Resolution_Q-2.pdf
Council Contingencies.pdf
Request.pdf

Q.3. A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO CSU PUEBLO FOUNDATION IN THE AMOUNT OF FIFTEEN HUNDRED DOLLARS ($1,500) TO SPONSOR A TABLE AT THE 2022 PRESIDENT'S GALA

Documents:

Resolution_14855.pdf
Council Contingencies.pdf
Request.pdf

Q.4. A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO TREES PLEASE IN THE AMOUNT OF FIVE THOUSAND DOLLARS ($5,000) TO SUPPORT THE DUTCH CLARK RENOVATION PROJECT

Documents:

Resolution_14856.pdf
Council Contingencies.pdf
Request.pdf

R. ORDINANCES – FINAL PRESENTATION

R.1. AN ORDINANCE APPROVING AND ADOPTING THE 2022 PUEBLO REGIONAL COMPREHENSIVE PLAN FOR THE PHYSICAL DEVELOPMENT OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

Continued to May 9, 2022 meeting

Documents:

Ordinance_R-1.pdf
PuebloRegionalComprehensivePlan.pdf
P_Z Report.pdf

R.2. 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_10146.pdf
Agreement.pdf

R.3. 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_10147.pdf
Amendment to InterGovernmental Agreement.pdf

R.4. 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_10148.pdf
License Agreement.pdf

R.5. AN ORDINANCE AMENDING ZONING RESTRICTIONS TO THE VILLA BELLA, PLANNED UNIT DEVELOPMENT GUIDE

Documents:

Ordinance_10149.pdf
P_Z Report.pdf

R.6. 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_10150.pdf
Nurse Navigation Agreement.pdf

R.7. 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_10151.pdf
Agreement.pdf

R.8. AN ORDINANCE AMENDING THE PUEBLO MUNICIPAL CODE IN ACCORDANCE WITH COLORADO RULES OF CIVIL PROCEDURE RULE 106

Documents:

Ordinance_10152.pdf

R.9. AN ORDINANCE ADOPTING AN ENTERTAINMENT DISTRICT; SPECIFICALLY, A BOUNDARY DESCRIPTION PER ARTICLE VII OF CHAPTER 3 OF TITLE XI

Documents:

Ordinance_10153.pdf
District Map.pdf

R.10. 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_10154.pdf
BGC Buses Subrecipient Agreement.pdf
BGC Clubhouse Subrecipient Agreement.pdf
NeighborWorks Subrecipient Agreement.pdf
PCC Sewing Subrecipient Agreement.pdf
PPC Painting Subrecipient Agreement.pdf
PCC Peak Subrecipient Agreement.pdf
PCC Stem Subrecipient Agreement.pdf

S. COUNCIL MEMBER CONFLICT OF INTEREST

Councilor Sarah Martinez will asked to be excused from the meeting due to a conflict of interest with agenda item number S-1

S.1. 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_10155.pdf
Subrecipient Agreement.pdf

ADJOURN

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

MINUTES

A. CALL TO ORDER President Heather Graham

B INVOCATION Pastor Steve Cornella, 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: Attorney Daniel Kogovsek, Chief of Staff Laura Solano, City Clerk Marisa Stoller.

E. SPECIAL RECOGNITIONS

- Proclamation Presentation: "Week of the Young Child- April 2-8, 2022" Angela Shehorn, Director of Children First/Pueblo Early Childhood Council

F. PUBLIC FORUM

- Laura Hall – Code Enforcement, Mask, Monument
- Ted Freeman – Ethics
- Frank Cirullo – Monument
- Tequia Kizzie – Bus Station Security – Aggressor
- Luke Wodick – Election Ballots/Gilbert Ortiz
- David DeCenzo – 2035, Vaccine passports, HMIS

G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

H. REVIEW AND APPROVAL OF THE AGENDA

The agenda was reviewed page by page. City Clerk Stoller requested that the amendment to the agenda moving the former M-8 to K-1 and changing M-9 to M-8 be ratified. President Graham requested that item M-7 be moved to the regular agenda. Chief of Staff Solano requested that item R-14 be continued to the April 11, 2022 meeting.

Ms. Martinez, seconded by Mr. Flores, moved to ratify the amendments made by the Clerk's Office, to move item M-7 to the regular agenda, to continue item R-14 to the April 11, 2022 meeting and to approve the agenda as modified.

MINUTES

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

I. READING AND APPROVAL OF MINUTES

Mr. Atencio, seconded by Mr. Flores, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **Monday, March 14, 2022** as distributed.

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

K. PUBLIC HEARINGS - WILDHORSE METROPOLITAN DISTRICT SERVICE PLAN NOS. 1-5.

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

PUBLIC HEARING:

- Russ Diker appeared in person to speak in favor of this resolution

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

K-1 RESOLUTION NO 14833 APPROVING THE SERVICE PLAN FOR WILDHORSE METROPOLITAN DISTRICT SERVICE PLAN NOS. 1-5.

Mr. Atencio, seconded by Mr. Martinez Ortega, moved to approve the Resolution.

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

L. CONSENT AGENDA

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

M. RESOLUTIONS

M-1 RESOLUTION NO 14834 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

M-2 RESOLUTION NO 14835 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

MINUTES

M-3 RESOLUTION NO 14836 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

M-4 RESOLUTION NO 14837 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

M-5 RESOLUTION NO 14838 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

M-6 RESOLUTION NO 14839 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

M-7 MOVED TO THE REGULAR AGENDA

M-8 RESOLUTION NO 14840 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

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 – *submitted for First Presentation*

Public Hearing was Set for Monday, April 11, 2022, Notice of Hearing was Ordered Published by Title.

MINUTES

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** – *submitted for First Presentation*

Public Hearing was Set for Monday, April 11, 2022, Notice of Hearing was Ordered Published by Title.

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** – *submitted for First Presentation*

Public Hearing was Set for Monday, April 11, 2022, Notice of Hearing was Ordered Published by Title.

N-4 **AN ORDINANCE AMENDING ZONING RESTRICTIONS TO THE VILLA BELLA, PLANNED UNIT DEVELOPMENT GUIDE** – *submitted for First Presentation*

Public Hearing was Set for Monday, April 11, 2022, Notice of Hearing was Ordered Published by Title.

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** – *submitted for First Presentation*

Public Hearing was Set for Monday, April 11, 2022, Notice of Hearing was Ordered Published by Title.

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** – *submitted for First Presentation*

Public Hearing was Set for Monday, April 11, 2022, Notice of Hearing was Ordered Published by Title.

N-7 **AN ORDINANCE AMENDING THE PUEBLO MUNICIPAL CODE IN ACCORDANCE WITH COLORADO RULES OF CIVIL PROCEDURE RULE 106** – *submitted for First Presentation*

MINUTES

Public Hearing was Set for Monday, April 11, 2022, Notice of Hearing was Ordered Published by Title.

N-8 AN ORDINANCE ADOPTING AN ENTERTAINMENT DISTRICT; SPECIFICALLY, A BOUNDARY DESCRIPTION PER ARTICLE VII OF CHAPTER 3 OF TITLE XI – *submitted for First Presentation*

Public Hearing was Set for Monday, April 11, 2022, Notice of Hearing was Ordered Published by Title.

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) AND (B) 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. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF – *submitted for First Presentation*

Public Hearing was Set for Monday, April 11, 2022, Notice of Hearing was Ordered Published by Title.

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) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF – *submitted for First Presentation*

Public Hearing was Set for Monday, April 11, 2022, Notice of Hearing was Ordered Published by Title.

O. APPROVAL OF CONSENT AGENDA

Mr. Flores, seconded by Mr. Atencio, moved 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.**

MINUTES

Ms. Martinez recused herself from voting on item N-10 due to a conflict of interest.

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

P. REGULAR AGENDA

Q. RESOLUTIONS

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

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

- Tom Mausman appeared in person to speak against this Resolution
- Dave DeCenzo appeared in person to speak on this Resolution

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

Ms. Winner, seconded by Mr. Atencio, moved to continue this item for 30 days.

Ms. Winner, seconded by Mr. Flores moved to amend the motion to continue this item until the April 11, 2022 meeting.

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

Q-1 RESOLUTION NO 14841 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

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

Ms. Winner, seconded by Mr. Flores, moved to approve the Resolution.

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

Q-2 RESOLUTION NO 14842 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

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

Mr. Martinez Ortega, seconded by Ms. Winner, moved to approve the Resolution.

MINUTES

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

R. ORDINANCES – FINAL PRESENTATION

R-1 ORDINANCE NO 10133 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 Final Presentation*

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

PUBLIC HEARING:

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

Ms. Winner, seconded by Mr. 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 10134 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 Final Presentation*

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

PUBLIC HEARING:

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

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

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

R-3 ORDINANCE NO 10135 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 Final Presentation*

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

MINUTES

PUBLIC HEARING:

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

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

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

R-4 ORDINANCE NO 10136 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 Final Presentation*

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

PUBLIC HEARING:

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

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

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

R-5 ORDINANCE NO 10137 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 Final Presentation*

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

PUBLIC HEARING:

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

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

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

R-6 ORDINANCE NO 10138 MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE URBAN RENEWAL PLAN FOR THE MITCHELL PARK SOUTH PROJECT AREA – *submitted for Final Presentation*

MINUTES

A staff report and detailed review of the Ordinance was given by Jerry Pacheco, PURA Director.

PUBLIC HEARING:

- Eric Fisher Raimbold appeared in person to speak in favor of this ordinance

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

Mr. Atencio, 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-7 ORDINANCE NO 10139 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 Final Presentation*

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

PUBLIC HEARING:

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

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

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

R-8 ORDINANCE NO 10140 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 Final Presentation*

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

PUBLIC HEARING:

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

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

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

MINUTES

R-9 ORDINANCE NO 10141 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 Final Presentation*

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

PUBLIC HEARING:

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

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

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

R-10 ORDINANCE NO 10142 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 Final Presentation*

A staff report and detailed review of the Ordinance was given by Michael Miller, Assistant City Attorney.

PUBLIC HEARING:

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

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

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

R-11 ORDINANCE NO 10143 AMENDING CHAPTER 3 OF TITLE VII OF THE PUEBLO MUNICIPAL CODE RELATING TO THE NOTICE PERIOD FOR THE REMOVAL OF ABANDONED VEHICLES – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Michael Miller, Assistant City Attorney.

PUBLIC HEARING:

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

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

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

MINUTES

R-12 ORDINANCE NO 10144 AMENDING CHAPTER 3 OF TITLE XI TO CONFORM WITH STATE STATUTES AND REGULATIONS – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Michael Miller, Assistant City Attorney.

PUBLIC HEARING:

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

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

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

R-13 ORDINANCE NO 10145 AMENDING TITLE XI OF THE PUEBLO MUNICIPAL CODE TO CORRECT TERMINOLOGY FOR VENOMOUS ANIMALS – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Michael Miller, Assistant City Attorney.

PUBLIC HEARING:

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

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

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

R-14 CONTINUED TO APRIL 11, 2022 MEETING

ADJOURN: 10:10 p.m. President Graham Adjourned the Meeting into Executive Session.

Respectfully submitted,

Marisa Stoller
City Clerk

City Clerk's Office Item # K-1

BACKGROUND PAPER FOR PROPOSED RESOLUTION

COUNCIL MEETING DATE: April 11, 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 THE ANDIAMO METROPOLITAN DISTRICT

SUMMARY:

The proponent for the formation of the Andiamo Metropolitan District, SEA Construction Enterprise, LLC, has submitted a Service Plan to the City for the established of a metropolitan district under Title 32 of the Colorado Revised Statutes. The area where the district would be established is located generally adjacent to and south of Dillon Boulevard, and adjacent to and west of Outlook Boulevard totaling approximately 97 acres. The Northeast of Northridge Annexation was annexed into the City of Pueblo on September 10, 1973, by Ordinance No. 3731. A master plan for the property was approved as the Outlook West Master Plan, Case No. MP-03-05, by the City's Planning and Zoning Commission on September 10, 2003. 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 Andiamo Metropolitan District ("Service Plan") is the initial step in creating a metropolitan district under Title 32 of the Colorado Revised Statutes. The proposed metropolitan district is contained within the area that is located generally adjacent to and south of Dillon Boulevard, and adjacent to and west of Outlook Boulevard in the City and County of Pueblo. The Service Plan contains the finance, construction, operation and maintenance of the facilities and improvements described within the service area.

The metropolitan district is proposed to be formed as a separate distinct legal entity from the City with their own elected board of directors under the Colorado Special District Act. The District will have the authority, subject to voter approval, to impose a mill levy on properties in the District 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 district 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 analysis 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 District 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.

Andiamo Metropolitan District will be organized to finance, construct, own, manage and operate the public improvements throughout the development area, along with providing administrative services. The District will be responsible for financing the improvements and associated operations and maintenance costs, as described in the Service Plan. The 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 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 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 advertised in the Pueblo Chieftain and 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.

Applicant states that financial conditions are projected to be substantially less favorable by November and will likely adversely affect the terms of the Financing Plan. Applicant has requested an accommodation to allow it to file its petition to form the district and participate in the election with the District Court prior to final approval of the Service Plan.

Section 32-1-204.5(1), C.R.S. gives City Council discretion to give “preliminary approval” of a service plan, or approval with or without conditions. Accordingly, staff and the City’s attorney have stated no objection to Applicant filing its petition with the District Court in order to meet the election deadlines so long as District Court approval is conditioned on receipt of a final Resolution Approving the Service Plan.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Services Plan - Andiamo Metropolitan District
Service Plan Review Application Letter, January 13, 2022
Legal Notice for Public Hearing on Service Plan
Certificate of Publication and Mailing

RESOLUTION NO. 14843

A RESOLUTION APPROVING THE SERVICE PLAN FOR THE ANDIAMO METROPOLITAN DISTRICT

WHEREAS, a proposed Service Plan for the Andiamo Metropolitan District 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 April 11, 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 Andiamo Metropolitan District (the "District"), on March 24, 2022; and,

WHEREAS, a notice of the date, time and location of the public hearing was mailed on March 30, 2022, to the governing body of the existing municipalities and special districts which have levied an ad valorem tax within the next preceding tax year and which have boundaries within a radius of three miles of the proposed boundaries of the Districts and, on March 30, 2022, to the petitioner and to the property owner; and,

WHEREAS, 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 32-1-204.5, 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 Andiamo Metropolitan District 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 32-1-202(2) and 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 District; and,

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

c. The District is capable of providing economical and sufficient services to the areas within its proposed boundaries; and,

d. The area to be included in the District 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.

Council hereby approves and authorizes the attachment of this Resolution to the Petition for organization of the District to be filed in the District Court in accordance with Section 32-1-205, C.R.S. and Section 32-1-301, C.R.S. and, to the extent necessary, consents to the filing of the Petition prior to the date of this Resolution as a preliminary approval pursuant to Section 32-1-204.5(1)(c), C.R.S. *nunc pro tunc* to the date of filing.

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: April 11, 2022

BY: Dennis E Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

SERVICE PLAN

FOR

ANDIAMO METROPOLITAN DISTRICT

CITY OF PUEBLO, COLORADO

Prepared
by

SPENCER FANE LLP
1700 Lincoln Street, Suite 2000
Denver, Colorado 80203

Submitted: January 13, 2022
Approved: _____, 2022

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EXHIBIT D Preliminary Survey of Public Improvements and Costs

EXHIBIT E Statutory Contents of this Service Plan

EXHIBIT F Notice of Special District Disclosure Form

I. INTRODUCTION

A. General Overview.

1. *Purpose and Intent*.

The Andiamo Metropolitan District ("District") is an independent unit of local government, separate and distinct from the City of Pueblo ("City"), and, except as may otherwise be provided for by State or local law or this Service Plan (the "Service Plan"), its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. This Service Plan is submitted pursuant to the Special District Act (the "Act", Colorado Revised Statutes §32-1-101, *et seq*.). It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

A legal description and boundary map of the District is contained in Exhibit A to this Service Plan. A vicinity map showing the location of the District within the City is contained in Exhibit B to this Service Plan. The District is located generally adjacent to and south of Dillon Boulevard, and adjacent to and west of Outlook Boulevard. The District's initial boundaries (Exhibit A) will include approximately 97 acres. The total service area ("Service Area") is expected to be divided into development areas planned for residential, recreational and commercial activity. All of the property within the District is located within the City

The District, when organized, will serve the needs of a proposed 92.51 acre phased residential community with an additional five (5) acres identified for commercial use to be known as *Andiamo* (hereinafter referred to as the "Project"), which Project will consist of 300 age-restricted (55+) single family residential units, and appurtenant facilities and improvements, open space and trails. The District will provide ongoing operations and maintenance services as specifically set forth in this Service Plan. Certain assumptions are made in this Service Plan regarding the number and type of residential units. Although, initial projections of 300 single family units have been planned for the Project, the actual composition and distribution of future development shall be as determined in accordance with subsequent development approvals to be sought from the City, and nothing in this Service Plan shall be construed as the City's approval of such matters.

The primary purpose of the District is to provide a part or all of the Public Improvements for the Project for the use and benefit of all anticipated inhabitants and taxpayers of the District in a manner consistent with City-approved development plans. Some of the Public Improvements may be dedicated to the City. The District will have the power to operate and maintain certain improvements not dedicated to the City or other governmental entities including, but not limited to park and recreation facilities and

improvements, trails and monumentation, landscaping and other public improvements and amenities. The types of Public Improvements that are anticipated to be provided for by the District shall include the types of facilities and improvements generally described in Section III, consisting of wastewater systems, storm drainage facilities, water systems, streets and roadways, traffic and safety facilities, park and recreation facilities, and mosquito/pest control.

The property within the boundaries of the District shall be subject to the ordinances, rules and regulations of the City, Development Agreements with the City, and the approval of this Service Plan which shall not be construed as representing approval of any alteration or amendment by the City of any such ordinances, rules or regulations. The Development Agreements contemplate the formation of the special district to provide funding and construction of public infrastructure, facilities, improvements and amenities proposed to be constructed, acquired, financed and installed within this Project (the "Public Improvements"). All of the property within the District's boundaries is subject to all of the City's current ad valorem property and sales taxes and to any future amendments thereof.

2. *Need for District*.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

The District is being organized to serve as a method by which development can occur in the City in such a way as to eliminate economic risk to the City, provide economic benefits to property owners, and place the risk of development on property developers.

There are currently no other entities in existence in the undeveloped portion of the Project area, which have the intent, ability and/or desire to undertake the design, financing and construction of improvements needed for the age restricted community. Consequently, use of the District is deemed necessary for the provision of Public Improvements in the Project. The District is not overlapped by any other existing special districts.

3. *Objective of the City Regarding District's Service Plan*.

The City's objective in approving this Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds

of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition term and at a tax mill levy no higher than the Maximum Debt Mill levy, and/or repaid by Fees as limited by Section VII.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development pursuant to the Outlook West Master Plan approved by the City of Pueblo Planning and Zoning Commission on September 10, 2003.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term. It is the intent of this Service Plan to assure to the extent possible that no property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the costs of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

The Financing Plan discussed herein has been designed to assure that at no time will the City have any legal responsibility for any of the District's obligations. This Service Plan is designed to assure that the risk of development remains with the developer until a sufficient tax base has been achieved to pay the District's debt with reasonable mill levies.

This Service Plan has been prepared with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances to meet the needs of the community. While the assumptions upon which this Service Plan are generally based are reflective of the anticipated future zoning for the property within the District, the cost estimates and the Financing Plan are sufficiently flexible to enable the District to provide necessary services and facilities without the need for repeated amendments to the Service Plan. Modification of the proposed configuration of improvements, scheduling of construction of such improvements, as well as the locations and dimensions of various facilities and improvements shall be permitted to accommodate development needs consistent with zoning and future development approvals for the property.

Considerable public infrastructure will be constructed to provide the Public Improvements necessary for the Project. This Service Plan addresses the Public Improvements that will be provided by the District and demonstrates how the District will

work to provide the necessary Public Improvements. All Exhibits referred to herein are attached to the end of this Service Plan.

At build out, the assessed valuation of the boundary area of the District is expected to be sufficient to reasonably discharge the Debt as demonstrated in the Financial Plan. The population of the District at build out is currently estimated to be approximately 525 persons based upon an approximation of 1.75 persons per residence for 300 residential units.

It is currently planned that the District will continue in perpetuity to maintain the signage, certain trails, greenbelts and open spaces, parks and recreation facilities, landscaping, storm drainage facilities not otherwise dedicated to the City or another public entity; and, maintenance facilities, landscaping and covenant enforcement unless assigned to an owners association or other appropriate entity. The District shall be allowed to retain those powers necessary to impose and collect taxes or fees to pay for the costs and functions permitted by this Service Plan or intergovernmental agreement with the City.

B. Contents of Service Plan.

This Service Plan consists of a preliminary financial analysis and preliminary capital plan showing how the facilities and services for the Project are expected to be provided and how those facilities can continue to be provided and financed by the District. Numerous items are included in this Service Plan in order to satisfy the requirements of law for formation of special district. Those items are listed in Exhibit E attached hereto. This Service Plan satisfies each of these requirements of law. The assumptions contained within this Service Plan were derived from a variety of sources. Information regarding the present status of property within the District, as well as the current status and projected future level of similar services, was obtained from the organizers. Capital projections for public improvements and facilities were provided by Joe Gagliano Engineering Inc. RBC Capital Markets provided the Financial Plan. Legal advice in the preparation of this Service Plan was provided by the law firm of Spencer Fane LLP, which represents numerous special districts.

C. Modification of Service Plan.

This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities for the Project under evolving circumstances without the need for numerous amendments. While the assumptions upon which this Service Plan are generally based are reflective of anticipated zoning for the property within the Project, the cost estimates and the Financing Plan are sufficiently flexible to enable the District to provide necessary services and facilities without the need to amend this Service Plan. Modification of the general types of services and facilities, as well as changes in proposed configurations, locations, or dimensions of various facilities and improvements

shall be permitted to accommodate development needs consistent with then-current zoning for the Project.

II. NEED FOR DISTRICT AND GENERAL POWERS

A. Need for Metropolitan District.

In order to establish compliance with the standards for Service Plan approval set forth in §32-1-203(1), C.R.S., the following information is presented:

1. There is Sufficient Existing and Projected Need for Organized Service. The Financing Plan projects a total of 300 single family units and amenities to be constructed within the area served by the District between 2022 and 2027 representing a projected population of approximately 525 persons (estimated at 1.75 person per residential unit). Accordingly, the demand for the services and facilities to be provided by the District is demonstrable.

2. The Existing Service in the Area to be Served is Inadequate for Present and Projected Needs/Adequate Service Through Other Governmental Entities Will Not Be Available Within a Reasonable Time and on a Comparable Basis. The facilities and services to be provided by the District will not be provided by any county, municipal or quasi-municipal corporations, including existing special districts. Neither the City nor any existing special district plans to provide the facilities required for the development of the Project. Therefore, provision of facilities will not be available through other institutions.

3. The District is Capable of Providing Economical and Sufficient Service/The District Will Have the Financial Ability to Discharge Proposed Indebtedness on a Reasonable Basis. The District is necessary in order to provide the most economical and efficient means of ownership and operation of essential improvements to serve residents within its boundaries. The Financing Plan attached as Exhibit C demonstrates the feasibility of providing the Public Improvements and services proposed herein on an economical basis, and the ability to discharge the proposed indebtedness on a reasonable basis. The formation of the District will facilitate the financing of the proposed Public Improvements at least cost, as the District will have access to tax-exempt financing that is not available to private entities.

4. The Creation of the District is in the Best Interests of the Area to be Served. The matters described in items 1 through 3 of this Section establish that the creation of the District is in the best interests of the area to be served, in that they address a demand for age-restricted residential units together with Public Improvements desirable and appropriate for the planned Project, all needs that will otherwise be unmet by other development and governmental entities and which offer the advantage of obtaining public financing to fund the Public Improvements.

B. General Powers of the District.

The District will have the power and authority to provide the services and facilities described in this Service Plan both within and outside its boundaries in accordance with Colorado law. If after the Service Plan is approved, the State Legislature includes additional powers or grants new or broader powers for Title 32 districts by amendment of the Special District Act, the District may request an amendment to this Service Plan be approved by the City Council. The following is a list of those general powers and authorities authorized by the Act and this Service Plan:

1. Sanitation and Storm Drainage. The design, financing, acquisition, installation construction and operation and maintenance of storm or sanitary sewers, or both, flood and surface drainage improvements including but not limited to, collection lines, culverts, dams, retaining walls and appurtenances, and other natural or man-made drainage facilities, access ways inlets, channels, disposal works and facilities, solid waste disposal facilities or waste services, systems, facilities and methods for collection and transportation of solid waste, detention ponds and paving, roadside swales and curb and gutter, wastewater lift stations, force mains and wetwell storage facilities, and all necessary or proper equipment and appurtenances incident thereto, 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 boundaries of the District, but not outside the boundaries of the City without the approval of the City.

2. Water. The design, financing, acquisition, installation and construction of water and irrigation water system improvements, including but not limited to, water rights, water supply, treatment, transmission and distribution systems for domestic and other public or private purposes, together with all necessary and proper water rights, equipment and appurtenances incident thereto which may include, but shall not be limited to, transmission lines, distribution mains and laterals, hydrants, storage facilities, wells, pumping facilities, and all necessary equipment and improvements, together with all necessary, incidental and appurtenant facilities, land and easements, and all necessary extensions of and improvements to said facilities and systems within and without the boundaries of the District, but not outside the boundaries of the City without the approval of the Pueblo Board of Water Works ("Pueblo Water").

3. Non-Potable Water. The design, financing, acquisition, installation and construction of an irrigation water system improvements, including, but not limited to, water rights, water supply, storage, transmission and distribution systems for public or private purposes, together will all necessary and proper facilities, wells, water rights, equipment and appurtenances incident thereto which may include but shall not be limited to, transmission lines, distribution mains and laterals, storage facilities, land and easements, together with extensions of and improvements to said facilities and systems within and

without the boundaries of the District, but not outside the boundaries of the City without the approval of the City or Pueblo Water, as appropriate.

4. Streets. The design, financing, acquisition, installation, construction, operation, and maintenance of arterial street, collector and local streets, and other roadway improvements, including but not limited to curbs, gutters, culverts, storm sewers and other drainage facilities and systems, including without limitation lines, channels, detention ponds, retaining walls and appurtenances, and other natural or man-made drainage facilities, as well as sidewalks, bridges, pedestrian underpasses and tunnels, parking facilities, paving, lighting, grading, landscaping, entry features and facilities, undergrounding of public utilities, snow removal equipment, or tunnels, snow storage, and other street improvements, together with all necessary, incidental, and appurtenant facilities, land and easements, extensions of and improvements to said facilities and systems within and without the boundaries of the District, but not outside the boundaries of the City without the approval of the City.

5. Traffic and Safety Controls. The design, financing, acquisition, installation, construction, operation, and maintenance of traffic and safety protection facilities and services through traffic and safety controls and devices on arterial streets and highways, environmental monitoring, and rodent and pest controls necessary for public safety, as well as other facilities and improvements, including but not limited to, main building entrances, access gates, guard shacks, street lighting and signage, signalization at intersections, railroad crossings, street and pedestrian crossings, traffic signs, area identification signs, directional assistance, and driver information signs, and security systems and services, together with all necessary, incidental, and appurtenant facilities, land easements, and all necessary extensions of and improvements to said facilities and systems within and without the boundaries of the District, but not outside the boundaries of the City without the approval of the City.

6. Parks and Recreation. The design, financing, acquisition, installation, construction and maintenance of public park and recreation facilities and/or provision of passive, non-athletic recreational programs including, but not limited to, grading, soil preparation, sprinkler systems, playgrounds, playfields, bike and hiking trails, pedestrian and equestrian trails, pedestrian bridges, neighborhood parks, greenbelts, picnic areas, swimming pool facilities, lakes, open spaces, common area landscaping and weed control, outdoor lighting of all types, pedestrian underpasses and tunnels, urban plazas, golf courses, club houses and community event centers and other recreation 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 boundaries of the District, but not outside the boundaries of the City without the approval of the City.

7. Mosquito and Pest Control. The design, financing, acquisition, installation, construction, operation, and maintenance of systems and methods for the elimination and control of mosquitoes, rodents and other pests.

8. Security Services. Subject to compliance with the provisions of § 32-1-1004(7), C.R.S., the design, financing, acquisition, installation, construction, operation and maintenance of security services including, but not limited to, perimeter and interior scheduled security patrols, construction of safety barriers or similar protective measures, establishment of rules of conduct for residents and visitors, acquisition of security equipment, protection of the District's property from unlawful damage or destruction, together with any and all other security measures which may be necessary or appropriate to the orderly conduct of the affairs of the District and for the protection of the health, safety, and welfare of the District's residents, taxpayers, officers, and employees, inclusive of the general public in connection therewith. Such security services are not intended to replace law enforcement provided by the City and/or County, rather these security services are intended to supplement and provide additional safety and protection of the District's residents, property and facilities.

9. Covenant Enforcement and Design Review. Subject to compliance with the provisions of § 32-1-1004(8), C.R.S., the ability to prepare, implement and enforce design and development guidelines, rules and regulations, or similar protective controls regarding all construction activities within the District's boundaries, including but not limited to, architectural standards for the design, construction, erection, placement or installation of new structures or modification of existing structures within the District's boundaries.

10. Fire Protection and Emergency Services. The financing, design, acquisition, installation and construction of fire protection and emergency improvements including, but not limited to, fire hydrant assemblies, as well as other necessary apparatuses, associated equipment, related facilities and improvements, together with all necessary, incidental, and appurtenant facilities, land easements, extensions of, and improvements to said facilities.

11. Legal Powers. The powers of the District will be exercised by its Board of Directors to the extent necessary to provide the services contemplated in this Service Plan. The foregoing improvements and services, along with all other activities permitted by law, will be undertaken in accordance with, and pursuant to, the procedures and conditions contained in the Special District Act (§ 32-1-201, *et seq.*, C.R.S.), other applicable statutes, and this Service Plan, as any or all of the same may be amended from time to time.

12. Other. In addition to the powers enumerated above, the Board of Directors of the District shall also continue to have the following authority:

a. Plan Modifications. To amend this Service Plan as needed, subject to the appropriate statutory procedures provided that any material modification of this Service Plan shall be made only with the approval of the City Council in accordance with § 32-1-207, C.R.S., and after obtaining a resolution of approval from the City Council; and

b. Financing. To forego, reschedule, or restructure the financing, including the security therefore, and/or the operation and maintenance of improvements and facilities in order to better accommodate the pace of growth, resource availability, and financial interests of property in the District, provided the District Board of Directors has timely petitioned the City and received a finding of reasonable diligence pursuant to Section 32-1-1101.5, C.R.S.; and

c. 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 uses of property within the District.

d. 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.

e. Subdistricts. With the prior consent of City Council, the District 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 District into one or more areas consistent with the services, programs and facilities to be furnished therein.

f. Special Improvement Districts. With the prior consent of City Council, the District shall be authorized to establish special improvement districts within the Service Area as provided in Section 32-1-1101(1)(g), C.R.S.

g. Enterprises. The District's Board 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 District's Board will remain under the control of the District's Board.

h. Additional Powers. To exercise all necessary and implied powers under Title 32, C.R.S. in the reasonable discretion of the Board of Directors of the District, except as limited hereby and pursuant to an intergovernmental agreement between the District and the City.

III. DESCRIPTION OF FACILITIES AND IMPROVEMENTS

The District is permitted to exercise its statutory powers and authority set forth herein to finance, construct, acquire, operate and maintain the public facilities and

improvements described in Section II of this Service Plan, either directly or by contract. Where appropriate, the District may contract with various public and/or private entities to undertake such functions.

The diagrams contained in the Exhibits to this Service Plan show the conceptual layouts of the public facilities and improvements described in this Section III. Additional information for each type of improvement needed for the Project is set forth in the following pages. It is important to note that the preliminary layouts contained in the Exhibits are conceptual in nature only, and that modifications to the type, configuration, and location of improvements will be necessary as development proceeds. The following sections contain general descriptions of the contemplated facilities and improvements that will be financed by the District. The general descriptions of improvements set forth in this Service Plan, as well as the cost estimates provided, are preliminary and will be subject to modification and revision by the District without the need for an amendment to this Service Plan, as necessary or appropriate based on development plans or approvals, engineering, financial factors, City requirements and construction scheduling. Improvements not specifically described herein shall be permitted as long as they are generally identified in this Service Plan and/or expressly or impliedly granted by Colorado law. As shown in Exhibit D, the estimated, uninflated cost of the public improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed by the District is approximately $19,450,000 for the initial 97 acres, inclusive of engineering and construction contingencies, but exclusive of other soft costs and all costs of issuance, including but not limited to bond issuance expenses, debt service reserves, capitalized interest, underwriter's discount, legal fees, as well as organizational costs. Notwithstanding the cost estimate allocations among particular categories of improvements, the District shall be permitted to reallocate costs among such categories of improvements as necessary to best serve the Project.

As shown in the Preliminary Infrastructure Plan for the District attached hereto as Exhibit D and incorporated herein by reference, the estimated cost of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed by the District is approximately $19,438,592 in the aggregate for the District's estimated public improvements and amenities projected for the 97 acres of property within Exhibit D.

A. General.

Construction of all planned facilities and improvements will be scheduled to allow for proper sizing and phasing to keep pace with the need for service. All descriptions of the specific facilities and improvements to be constructed, and their related costs, are estimates only and are subject to modification as engineering, development plans, economics, the City's requirements, and construction scheduling may require.

B. General Design Standards/Dedication/Operations.

It is planned that all Public Improvements that will not be owned, operated, and maintained by the District shall be dedicated to either the City or other governmental entities for ownership, operation and maintenance. Those Public Improvements which will be dedicated to the City will be designed and constructed in accordance with standards adopted by the City. Any Public Improvements that are to be dedicated to other governmental entities will be designed and constructed in accordance with the standards of such entities, provided that wastewater treatment facilities, if any, constructed by the District may only be dedicated to the City for operation and maintenance. The District shall be authorized to operate and maintain Public Improvements until such time as they are dedicated to the City or other governmental entities. Any Public Improvements not accepted by the City or other appropriate governmental entity for ongoing ownership, operation and/or maintenance, shall be owned, operated and/or maintained by the District. The timing for conveyance of Public Improvements to the City will be determined by mutual agreement between the District and the City.

C. Wastewater System Improvements.

All major elements of the sanitary sewer improvements required for the Project are expected to be designed, and installed by the District.

D. Storm Drainage Improvements.

1. Generally. The District is expected to install the necessary storm drainage system improvements to serve the property within the District. The proposed elements of the storm drainage system will provide a network of culverts, roadside swales, pipes, detention and water quality ponds, inlet and outlet structures, and curbs and gutters designed and installed in accordance with applicable City standards and sound engineering judgment.

2. Culverts. Culverts will be installed as appropriate. Culverts will be designed and constructed to pass flows as required by City standards, and may include headwalls, wing walls, inlet and outlet structures, and riprap protection to enhance their hydraulic capacity and reduce bank or channel erosion.

E. Water System Improvements.

1. Overall Plan. The water system improvements are planned to consist of potable and irrigation water distribution systems consisting of buried water mains, fire hydrants, and related appurtenances located predominately within the District's boundaries. The final configuration of the water system improvements is yet to be designed. When design and construction are finalized, the system improvements will serve

each development tract from adjacent streets and roads. All necessary elements of the water facilities are expected to be designed and installed by the District.

2. Design Criteria. The proposed domestic potable water distribution system improvements and the irrigation water system improvements are expected to include pressurized water mains with multiple pressure zones. Water system components will be designed and installed in accordance with Pueblo Water standards and the applicable standards of the District. The water system will also be designed based on applicable fire protection requirements. Certain water facilities may, pursuant to an agreement between the District and Pueblo Water, be dedicated to Pueblo Water as appropriate and in accordance with approved development plans; those facilities so dedicated shall be designed and installed in accordance with the applicable standards of Pueblo Water.

F. Street System and Traffic Safety.

1. General. Anticipated improvements include but are not limited to, design, construction and/or acquisition of an entire public street system and associated street furnishings, landscaping and amenities within the District. Pedestrian-oriented streets, such as those planned for portions of the District, contain a high concentration of public amenities (lighting, furnishings, special paving and curb treatments, enhanced landscaping, public art, etc.). Street improvements will be constructed in dedicated public rights-of-way or on land owned in fee by the City. Typical elements may include:

a. Grading;

b. Street, curb, sidewalk and storm inlet construction;

c. Street trees, tree grates, tree lawns, hedges, other forms of landscaping and irrigation systems;

d. Street and pedestrian lighting and electrical service to serve this lighting;

e. Street furnishings such as benches, bike racks, trash receptacles, poles, signage and newspaper vending machine corrals; and

f. Railroad crossings and safety signs/signalization, pedestrian crossings, traffic signs, area identification signs, directional assistance, and driver information signs.

Streetscape and landscape improvements that exceed City minimum requirements will be operated and maintained by the District, an owners association or other appropriate entity, in perpetuity.

G. Signals and Signage.

Anticipated improvements include new traffic signals and controls associated with the new public streets within the Project. New traffic signals and associated electrical connections are anticipated along the major roadways within the Project. Traffic signage and controls (stop, yield, directional signage, etc.) will also be required along newly constructed public streets and at intersections throughout the site.

H. Parks and Recreation/Landscaping.

Landscaping may be installed along the roadway rights-of-way and trail easements. The District expects to install and maintain landscaped highlights along the internal streets and entry features at major entrances. Additional features may be installed and maintained by the developers of the individual parcels. All District open space tracts, trails, and park improvements shall be open and available to the general public and City citizens free of charge. Trails and regional trails within the District boundaries which are interconnected with a City or regional trail system shall be open to the public, free of charge on the same basis as residents and owners of taxable property within the District. The District will coordinate with the City regarding the operation and maintenance of the City and regional trails and assist with the financing, construction, installation and operation and maintenance of the trails benefiting the District, its constituents and guests.

Neighborhood and pocket parks, trails that are not within dedicated park areas that have been accepted by the City, and parks, trails and amenities that primarily benefit the residents of the District will be maintained by the District, an owners association or other appropriate entity approved by the City for such purpose.

I. Mosquito and Pest Control.

The District shall be permitted to construct, acquire, install and otherwise provide various systems and equipment, as well as employ appropriate methods for the elimination and control of mosquitoes, rodents and other pests. To the extent practicable, the District shall work cooperatively with the City to ensure such efforts at mosquito and pest control are not duplicated by the City and the District.

J. Fire Protection.

The District does not expect to finance, construct, acquire and install fire protection facilities and equipment, except apparatuses and associated equipment, materials, and facilities necessary for development of the Project. Fire protection facilities and equipment shall conform to the standards of the City and any applicable Fire Protection District to which such facilities and equipment are expected to be dedicated for ownership, operation and maintenance.

K. Estimated Cost of Facilities.

The estimated cost of the facilities to be constructed, installed and/or acquired by the District are shown in Exhibit D attached hereto.

IV. DEVELOPMENT PROJECTIONS

Land use within the Project will be residential and commercial, and projection of the number and type of residential units, as well as projections of commercial development, are included within the Financing Plan.

V. PROPOSED AGREEMENTS

To the extent practicable, the District may enter into intergovernmental and private agreements to better ensure long-term provision of the improvements and services and effective management. Agreements may also be executed with property owner associations and other service providers. All such agreements are authorized pursuant to Colorado Constitution, Article XIV, § 18(2)(a) and § 29-1-201, *et seq.*, C.R.S.

VI. OPERATION AND MAINTENANCE COSTS

Estimated costs for operation and maintenance functions are presented within the Financing Plan attached as Exhibit C attached hereto. Additionally, the District shall have the power to impose a system of rates, fees, tolls, penalties and charges for facilities and services provided, in accordance with Colorado law. The estimated revenues from such fees and charges are reflected in the Financing Plan discussed in the following section.

VII. FINANCING PLAN

A. Financing of Proposed Facilities and Services.

Initial estimates of anticipated costs of capital facilities, general administration, and operations of the District are set forth in the Financing Plan and are anticipated to be funded by the District from a combination of property taxes and non-tax revenues as described below. The District may authorize, issue, sell, and deliver such bonds, notes, contracts, reimbursement agreements, or other obligations evidencing or securing a borrowing (collectively, "Obligations") as are permitted by law. Obligations may be payable from any and all legally available revenues of the District in any form or combination of forms that may be permitted by applicable law.

All or any portion of the proceeds of the Obligations issued may be used to fund such previously incurred expenses for Public Improvements via reimbursement to and/or acquisition from the entity advancing the costs for such improvements. Further, it is expected that the costs advanced for the organization and initial operations of the District

will be similarly reimbursable to the entity advancing such costs. The District may also issue the Obligations directly to the organizers or other private party advancing funds or furnishing facilities on behalf of the District from time to time, to reimburse funds advanced and/or acquire facilities so constructed.

Notwithstanding the foregoing, the District shall not issue bonds to fund or make any payment to the organizers of the District, their affiliates, or to any other private party or entity advancing funds or furnishing public facilities which are to be dedicated to or used by the District or the City and their respective residents, to the extent the cost of any such public facility is paid or reimbursed to such entity or person pursuant to existing agreements among the City of Pueblo and the Developer.

This limitation shall apply only to the expense being reimbursed pursuant to the written agreements between the parties and shall not prevent the reimbursement to any person or entity, including, without limitation, the organizers of the District and their affiliates, for the purpose of reimbursing any other advance of funds or the furnishing of any public facilities. Other than with respect to the mill levy cap and Debt Limits (defined below), the District shall be permitted to modify the nature, amount, timing, structure, security enhancements, or type of financing used from that shown in the Financing Plan to respond to current needs and circumstances, such modifications not being considered a material modification of this Service Plan, as it applies to the District, provided the District has timely obtained a finding of reasonable diligence from the City pursuant to Section 32-1-1101.5, C.R.S.

The Financing Plan attached as Exhibit C sets forth certain assumptions, and estimated revenues, expenses, and debt service requirements with respect to the District. The Financing Plan contains one illustration of a financing structure by which the Public Improvements would be financed, including the estimated costs of engineering services, legal services, administrative services, proposed bond issuances, estimated maximum proposed interest rates and discounts, land or facilities to be acquired, and other major expenses relating to the organization and operation of the District. The Financing Plan is not intended to establish an additional limitation, but rather is one example of a financing that could be pursued. The amount of Debt issued, the mill levy pledged, the date of issuance, the term of the bonds and other information in the Financing Plan is intended to show one example of the District's ability to issue and repay Debt. The actual Debt issued by the District will most certainly differ from what is shown in the Financing Plan. Notwithstanding anything else herein to the contrary, all issuance of Debt shall be deemed to be in compliance with the Financing Plan and the Service Plan so long as the minimum criteria and limitations set forth herein have been met. The Financing Plan assumes no revenues from Conservation Trust Funds or Great Outdoor Colorado funds, and the District shall request such funds only if separately approved by the City. The funds and assets of the City shall not be pledged as security for the repayment of any Obligations issued by the District.

1. Debt. As used in this Service Plan, the term "Debt" means the principal amount of any Obligation payable in whole or in part from ad valorem property taxes and/or rates and charges as described below to be imposed by the District. Debt may be issued in an amount approved by the Board of Directors of the District for Public Improvements and services eligible for funding in accordance with applicable law, subject to the limitations set forth herein. Debt does not include contracts or agreements of the District entered into in the ordinary course of business (e.g. consultant, engineering, and construction contracts for public improvements), unless defined as such by Colorado law.

In order to respond to future contingencies and increases in costs, the Debt issuance limit for the District shall be $29,175,000 (the "Debt Limit") which represents 150% of the current projected cost of facilities and improvements based upon 300 unit build out of the district boundaries. The additional contingency requested is intended to provide flexibility for contingencies in construction and development for the Andiamo Project, provided that such limitations shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt that was within the Debt Limit at the time of issuance. The issuance of Debt in excess of the proposed Debt Limit is only authorized if the District obtains the City's prior approval of an amendment to this Service Plan.

In this fashion, the District will have reasonable flexibility to adjust the actual amount of Debt to be issued, to respond to changing development dynamics, economic conditions within the District, and changing capital costs. The District also shall be permitted to seek debt authorization from its electorate in excess of these amounts to account for contingencies, but may not issue debt beyond the Debt Limit prescribed without the City's approval through an amendment to this Service Plan.

Debt that has been paid does not count against the Debt Limit, nor shall increases necessary to accomplish a refunding, reissuance or restructuring of Debt. The District may authorize, issue, sell, and deliver such Obligations as are permitted by law, provided that the following limitations shall apply to Debt payable in whole or in part from ad valorem property taxes, except where waived by the City or as is otherwise provided herein:

a. The District may assess a mill levy on all taxable property in the District's boundaries as a source of revenue for repayment of debt service and for operations.

The District shall only be required to fund on an annual basis, the amount that the 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 District may impose for the payment of principal and interest on Debt shall be fifty (50) mills (the "Debt Mill Levy Cap"); provided that if, on or after January 1, 2022 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 changes or decreases to be determined by the District's Board 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, 2022, are neither diminished or 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 subparagraph a, the Debt Mill Levy Cap shall not be increased unless approved by the City Council and as permitted by statute. Any such increase shall be considered a material modification of the Service Plan.

The District may impose a mill levy to defray operations, maintenance, and administrative expenses of the District, as deemed necessary to pay for such expenditures. The District 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 of Pueblo as provided in this Service Plan.

b. The issuance of Debt to the organizers of the District or their affiliates may permit interest to accrue on the total unpaid amount, such interest to be paid according to such terms as may then be established, but without compounding. The District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) to the organizers of the District or their affiliates, on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such debt service mill levy unless there is a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S., et seq. Notwithstanding any other provision hereof, such Debt referred to in the preceding sentences shall be deemed to be discharged at such time as the debt service mill levy is suspended at the end of the forty (40) year period.

2. General. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation, financing, ownership, operation and maintenance and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the revenues derived from the maximum debt mill levies as provided above, fees, and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed Twenty-Nine Million, One Hundred Seventy-Five Thousand Dollars ($29,175,000) and shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and shall be phased to serve development as it occurs. A *pro forma* Financial Plan is attached hereto as Exhibit C. The attached Financial Plan is one illustration of how the Public Improvements and other services of the District may be financed; however, the final terms of such financing shall be determined by the District, subject to the parameters established within this Service Plan. All bonds and other Debt issued by the District may be payable

from any and all legally available revenues of the District, including general *ad valorem* taxes and fees to be imposed upon all taxable property within the District. The District may also rely upon various other revenue sources authorized by law. These will include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. Any fees or charges imposed by the District shall be assessed in accordance with law, will be used for specified purposes, and be rationally related to a legitimate public purpose.

Prior to the issuance of long-term bonds, the District may issue bond anticipation notes or other multiple-fiscal year financial obligations secured by the revenues generated from property taxes, capital facilities fees, district fees, and any other District revenues collected by the District. Credit enhancement may be provided for any obligation of the District, if necessary. The District may make multiple-fiscal year financial obligation pledges secured by property taxes, specific ownership taxes and the system development fee revenue to fund the acquisition and installation of the Public Improvements for the Project. Revenue from property taxes, specific ownership taxes and system development fees and from other available sources will be used to retire bonds, other debt or multiple-fiscal year financial obligations.

3. Risk Disclosure. The ability of the District to meet the projections upon which the Financial Plan is premised is subject to various risks and uncertainties, including but not necessarily limited to, actual development that occurs within the District's boundaries and the sale of lots, sale of commercial space, construction of homes as might occur within the area, and actual market valuation of property within the District's boundaries. Development in the District will be impacted by many factors including governmental policies regarding land development, the availability of utilities, construction costs, interest rates, competition from other developments and other political, legal and economic conditions.

4. Enterprises. The District may exercise any of its powers through enterprises established in accordance with Article X, § 20 of the Colorado Constitution (TABOR).

5. Rates and Charges. The District shall have the power to derive revenue from and pledge any other legally-available revenue source, including but not limited to those derived from fees, rates, tolls, penalties or charges as provided by § 32-1-1001(1), C.R.S., or otherwise as may be permitted by law. The Financing Plan therefore assumes revenues from various sources in addition to property taxes, and may include in the future such other revenues as the District may legally generate.

6. Maximum Interest Rate and Underwriting Discount. The interest rate on any Obligations is expected to be the market rate at the time the Obligations are issued.

The proposed maximum interest rate shall not exceed 12%. The proposed maximum underwriting discount shall not exceed 5%.

7. Obligations Issued to District Organizers/Affiliates. Prior to the issuance of any Obligations to the organizers of the District or their affiliates, the District issuing the Obligation shall obtain the certification of an External Financial Advisor (as defined below) 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.

The term "External Financial Advisor" means a consultant that: (i) 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; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Obligation.

8. District Revenue Sources. The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the statutorily defined power to assess fees, rates, tolls, penalties, or charges that are reasonably related to the services and facilities being provided in accordance with Section 32-1-1001(1), C.R.S., as amended from time to time.

The District may also assess fees, rates, tolls, penalties, or charges that are reasonably related to the District amenities, public improvements owned, operated and maintained by the District, and other facilities and services being provided in accordance with Section 32-1-1001(1), C.R.S., as amended from time to time. Additionally, the District shall be entitled to collect user fees as necessary to cover additional expenses associated with use of District recreational improvements, other than parks and trails, by City residents who do not reside in the District taking into account the District residents

taxes and fees paid to construct the facilities and improvements to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed a reasonable annual market fee for users of such facilities. 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.

9. Security for Debt. The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

The Financing Plan demonstrates that the District will have the financial capability to discharge the proposed indebtedness with reasonable mill levies assuming reasonable increases in assessed valuation and assuming the rate of build-out estimated therein.

VIII. OTHER REQUIREMENTS/MISCELLANEOUS

A. Other Requirements.

The District shall continue to be subject to the following additional requirements:

1. Submission of annual reports as described in § 32-1-207(3), C.R.S., not later than March 1 of each year following the year of organization, containing the following information, at a minimum:

a. Boundary changes made;

b. Intergovernmental Agreements executed;

c. Proposed capital construction projects for current year;

d. Proposed public improvement dedications for current year;

e. Projected Debt issuance for current fiscal year; and

f. Material litigation to which a District is a party.

2. The District shall furnish the City with a copy of its annual audit at the same time as the audit is filed with the Division of Local Government.

3. The District shall furnish the City with a copy of the District's mill levy certification at the time such certification is provided to the County.

4. Material modifications of this Service Plan shall be subject to approval by the City in accordance with the provisions of § 32-1-207, C.R.S. and as provided herein.

5. Submission of a request for a finding of reasonable diligence every five years after an election authorizing the issuance of debt pursuant to Section 32-1-1101.5, C.R.S., until all approved debt capacity has been exhausted.

6. Disclosure to Purchasers. The Developer and the District will provide written notice to initial purchasers of property located within the District at the time of closing that discloses the existence of the District and of any additional taxes, charges, and/or assessments that may be currently in effect and imposed in connection with the District. The written notice shall also provide information concerning the maximum debt mill levy, as well as a general description of the District's authority to impose and collect rates, fees, tolls and charges.

B. Miscellaneous.

The District shall be empowered to undertake all activities authorized by this Service Plan, including all powers necessary or implied therefrom, in accordance with the Special District Act (§ 32-1-201, *et seq.*, C.R.S.). The grant of authority contained in this Service Plan does not constitute the agreement or binding commitment of the District enforceable by third parties to undertake the activities described, or to undertake such activities exactly as described.

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

a. The sanitary sewer improvements will be designed, constructed and maintained in accordance with the standards of the Colorado Department of Health, the City of Pueblo and/or any other applicable local, state or federal rules and regulations.

b. The District's water system improvements will be constructed and maintained in accordance with the standards of the Board of Water Works of the City of Pueblo, Colorado, the Colorado Department of Health, or other jurisdictions, as appropriate.

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

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

e. 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 of Pueblo or other local public entities, as appropriate.

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

g. All mosquito control activities and/or programs will be provided in accordance with the standards and specifications of the Colorado Department of Health, the City of Pueblo and other applicable local, state and federal regulations.

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

i. The District will insure that any facilities which the District may construct pursuant to this Service Plan are designed and constructed in accordance with the standards and specifications of the City of Pueblo and of other governmental entities having proper jurisdiction. The District will obtain the City of Pueblo'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.

j. The District 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 of Pueblo and any other party which will have jurisdiction over the design and/or construction of such facilities.

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

IX. DISSOLUTION

At the request of Pueblo or if the Board of Directors of the District deems it to be in the best interests of the District that the District be dissolved, the District 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 District's facilities as the District has 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. The City Council may consent to the dissolution by resolution.

The District shall not file a request with any court to consolidate with another Title 32 district without the prior written consent of the City Council.

X. PROPOSED AGREEMENTS

A. Intergovernmental Agreements and Agreements with Private Entities.

To the extent practicable, the District may enter into 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.

XI. 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 District will be submitted to the electors of the District for approval. The District 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 the City.

XII. CONCLUSIONS

It is submitted that this Service Plan for Andiamo Metropolitan District, as required by § 32-1-204.5(1), C.R.S., has established that:

A. There is sufficient existing and projected need for organized service in the area to be served by the District.

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

C. The District is capable of providing economical and sufficient service to the area within its boundaries.

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

Therefore, it is hereby respectfully requested that the City Council of the City of Pueblo, Colorado, which has jurisdiction to approve this Service Plan by virtue of § 32-1-204.5, C.R.S., *et seq.*, as amended, adopt a resolution, which approves this Service Plan for Andiamo Metropolitan District, as submitted.

Respectfully submitted this 13th day of January, 2022.

SPENCER FANE LLP



_____

Lisa K. Mayers
Arnold R. Kaplan
Counsel to the Andiamo
Metropolitan District

EXHIBIT A
Legal Description and Map of District Boundaries

EXHIBIT B
Vicinity Map

EXHIBIT C
Financing Plan

EXHIBIT D
Public Improvements and Costs

EXHIBIT E
Statutory Contents of this Service Plan

I. A description of the proposed services;

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

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

IV. A map of the District's boundaries and an estimate of the population and valuation for assessment of the District;

V. 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 District are compatible with facility and service standards of the City and of municipalities and special districts which are interested parties pursuant to § 32-1-204(l), C.R.S.;

VI. A general description of the estimated cost 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 District;

VII. A description of any arrangement or proposed agreement with any political subdivision for the performance of any services between the District and such other political subdivisions; and

VIII. Information satisfactory to establish that each of the following criteria as set forth in §32-1-203, C.R.S., has been met:

(a) That there is sufficient existing and projected need for organized service in the area to be served by the District;

(b) That the existing service in the area to be served by the District is inadequate for the present and projected needs;

(c) That the District is capable of providing economical and sufficient service to the area within its boundaries;

(d) That the area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

EXHIBIT F
Notice of Special District Disclosure

Name of District(s):	Andiamo Metropolitan District
Contact Information for District:	Spencer Fane LLP 1700 Lincoln, Suite 2000 Denver, Colorado 80203 (303) 839-3800
Type of District:	Metropolitan district organized pursuant to C.R.S. 32-1-101 *et seq*. The District will provide operating and maintenance of certain public improvements within the Andiamo development
Identify District's 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, including, but not limited to, entry parks, neighborhood parks, pocket parks, trails, pickleball courts and pools, landscaping within public right-of-way fire protection improvements, any other improvements authorized by Article 1, Title 32, C.R.S. of the Special District Act
Identify Services/Facilities Operated/Maintained by District:	Park and recreation related improvements, maintenance of landscaping within public right-of-way, including but not limited to street trees and streetscape improvements, the provision of covenant control and enforcement services to the extent such covenant control functions are not provided by property owners associations within the Andiamo development.
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 Maximum Operating Mill Levy = No maximum – set by Board of Directors to meet annual costs If there are changes in the method of calculating assessed valuation or any

	constitutionally mandated tax credit, cut or abatement; the mill levy limitations set forth above may be increased or decreased to reflect such changes, so that to the extent possible, the actual tax revenue generated by the mill levy, as adjusted for changes occurring after January 1, 2022, are neither diminished nor enhanced as a result of such changes.
Authorized Debt of the District per Service Plan:	$ 29,175,000 but limited to what may be financed by the Maximum Debt Mill Levy applicable to each District.
Voter Authorized Debt per Election for the District:	$ 29,175,000 for Street Improvements $ 29,175,000 for Parks and Recreation Improvements $ 29,175,000 for Water Improvements $ 29,175,000 for Sanitation Improvements $ 29,175,000 for Transportation Improvements $ 29,175,000 for Mosquito Control $ 29,175,000 for Safety Protection Improvements $ 29,175,000 for Television Relay and Transportation $ 29,175,000 for Security Improvements $ 29,175,000 for Operations and Maintenance Debt $ 58,350,000 for Refunding $ 29,175,000 for Reimbursement Agreements $ 29,175,000 for Construction Agreements

SpencerFane

File No. 5502520-0001

January 13, 2022

VIA E-MAIL TO PLANNINGLANDUSE@PUEBLO.US

Scott Hobson, Acting Director
Planning and Community Development
City of Pueblo
211 East D Street
Pueblo, CO 81003

RE: Andiamo Development – Proposed Service Plan

Dear Mr. Hobson:

Enclosed with this letter is a proposed Service Plan submitted on behalf of SEA Construction Enterprise LLC for formation of a metropolitan district to develop and serve the Andiamo community in the City of Pueblo. We are directing this submission to you at the suggestion of David Lytle of the Altman, Keilbach, Lytle, Parlapiano & Ware firm for review and further action by your Department. Please note that our client is continuing to assemble information relevant to the development, including a survey and plan for the public improvements, and we will make every effort to deliver additional materials to your office in timely manner.

We look forward to collaborating with the City of Pueblo for successful formation of the district and build out of the Andiamo community. If there are any questions that we can answer, please do not hesitate contacting me or my colleague, Arnie Kaplan.

Very truly yours,

SPENCER FANE LLP

By:_____
Lisa K. Mayers
Arnold R. Kaplan

Enclosure
cc: Leah Willey, SEA Construction Enterprise LLC
David Lytle, Esq.

NOTICE OF PUBLIC HEARING ON SERVICE PLAN

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

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., a Service Plan (the "Service Plan") for the proposed Andiamo Metropolitan District ("District") has been filed in the Office of the City of Pueblo Planning and Community Development Department, 211 East D Street, Pueblo, Colorado 81003.

A public hearing on the Service Plan will be held by the City Council on April 11, 2022, at 7:00 p.m., at Pueblo Memorial Hall, 1 City Hall Place, Pueblo, CO 81003.

The purpose of the hearing is to consider the Service Plan and to form a basis for adopting a resolution approving, conditionally approving or disapproving the Service Plan. The proposed District will be a metropolitan district that may provide for the financing, design, acquisition, installation, construction, operation, and maintenance of certain public improvements such as water, sanitary sewer, street, traffic and safety control, drainage and stormwater, parks and recreation, transportation, and television relay and translation, mosquito and pest control, covenant enforcement, and security, as authorized in each District's Service Plan and the Colorado Special District Act. A total mill levy cap of fifty (50.000) mills is proposed for the District, subject to certain adjustments and release provisions set forth in the Service Plan.

A general description of the land contained within the boundaries of the proposed District is as follows: Adjacent to and South of Dillon Boulevard and adjacent to and West of Outlook Boulevard in the City and County of Pueblo.

Pursuant to § 32-1-203(3.5), C.R.S., any person owning property in the proposed District may request that such property be excluded from the District by submitting such request to the City no later than ten days prior to the public hearing.

BY ORDER OF THE CITY COUNCIL OF PUEBLO

Published In: *Pueblo Chieftain*
Published On: March 24, 2022

PU-0000288186-01

CERTIFICATION OF MAILING AND PUBLICATION OF NOTICE OF HEARING

IN RE THE ORGANIZATION OF ANDIAMO METROPOLITAN DISTRICT, CITY AND 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, Pueblo County, Colorado did set a hearing for Monday, the 11th of April, 2022, at 7:00 p.m., or soon thereafter, at Pueblo Memorial Hall, 1 City Hall Place, Pueblo, CO, or at such other time and place as these hearings may be continued, concerning the Service Plan and related documents for Andiamo Metropolitan District (the "District").

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 District.

3. That in compliance with said directions, a copy of the Notice was published on March 24, 2022 in the *Pueblo Chieftain*. Proof of such publication is attached at **Exhibit B**.

4. 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 30, 2022, per the listing attached as **Exhibit C**, to the property owners of record within the boundaries of the District, to all taxing authorities within a 3-mile radius of the District's boundaries, as verified by the Pueblo County Assessor's office, and to the Division of Local Government.

IN WITNESS WHEREOF, I have set hereunto my hand this 30th day of March, 2022.

Courtney Linney, Paralegal
Spencer Fane LLP
1700 Lincoln Street, Suite 2000, Denver, CO 80203

STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

Subscribed and sworn to before me this 30th day of March, 2022 by Courtney Linney.
Witness my hand and official seal.

(S E A L)

Nancy L. Schacht
Notary Public

NANCY L SCHACHT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004012111
MY COMMISSION EXPIRES APRIL 21, 2024

EXHIBIT A

NOTICE OF PUBLIC HEARING ON SERVICE PLAN

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

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The purpose of the hearing is to consider the Service Plan and to form a basis for adopting a resolution approving, conditionally approving or disapproving the Service Plan. The proposed District will be a metropolitan district that may provide for the financing, design, acquisition, installation, construction, operation, and maintenance of certain public improvements such as water, sanitary sewer, street, traffic and safety control, drainage and stormwater, parks and recreation, transportation, and television relay and translation, mosquito and pest control, covenant enforcement, and security, as authorized in each District's Service Plan and the Colorado Special District Act. A total mill levy cap of fifty (50.000) mills is proposed for the District, subject to certain adjustments and release provisions set forth in the Service Plan.

A general description of the land contained within the boundaries of the proposed District is as follows: Adjacent to and South of Dillon Boulevard and adjacent to and West of Outlook Boulevard in the City and County of Pueblo.

Pursuant to § 32-1-203(3.5), C.R.S., any person owning property in the proposed District may request that such property be excluded from the District by submitting such request to the City no later than ten days prior to the public hearing.

BY ORDER OF THE CITY COUNCIL OF PUEBLO

Published In: *Pueblo Chieftain*
Published On: March 24, 2022

EXHIBIT B
PROOF OF PUBLICATION

EXHIBIT C

MAILING LIST FOR TAXING ENTITIES WITHIN A 3-MILE RADIUS & PROPERTY OWNER

Pueblo County
215 W. Tenth Street
Pueblo, CO 81003

Library District
100 E. Abriendo Ave.
Pueblo, CO 81004

City of Pueblo
PO Box 1427
Pueblo, CO 81002

Lower Arkansas Valley Water Conservation District
801 Swink Avenue
Rocky Ford, CO 81067

Pueblo Conservancy District
PO Box 234
Pueblo, CO 81002

Southeastern CO Water Conservancy District
31717 United Avenue
Pueblo, CO 81001

District 60
315 W. 11th Street
Pueblo, CO 81003

District 70
24951 E. Hwy 50
Pueblo, CO 81006

Turkey Creek Conservation District
200 S. Santa Fe Ave., 4th Floor
Pueblo, CO 81003

Pueblo West Metro District
PO Box 7005
Pueblo West, CO 81007

Pikes Peak Park MD No. 1-5
2154 E. Commons Ave., Ste. 2000
Centennial, CO 80122

North Vista Highlands MD No. 1-5
2619 Canton Court
Fort Collins, CO 80525

W L Enterprises Ltd. (Property Owner)
PO Box 11677
Pueblo, CO 81001

City Clerk's Office Item # M-1

BACKGROUND PAPER FOR PROPOSED RESOLUTION

COUNCIL MEETING DATE: April 11, 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: A RESOLUTION APPROVING AMENDMENT #2 TO THE AGREEMENT FOR PROFESSIONAL DESIGN CONSULTING SERVICES IN THE AMOUNT OF $59,915 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BOHANNAN HUSTON, INC., RELATING TO THE FINAL DESIGN FOR THE EASTSIDE PEDESTRIAN, PARKING AND STREETSCAPE IMPROVEMENTS PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution approves amendment #2 to the Agreement for Professional Design Consulting Services awarded to Bohannan-Huston, Inc. (BHI), in the amount of $59,915 for the Eastside Pedestrian, Parking and Streetscape Improvements Project, No. 20-010 (CI1914).

PREVIOUS COUNCIL ACTION:

Ordinance 9563, dated October 15, 2019, approved an IGA between the City of Pueblo and Pueblo County relating to the use of 2016 Ballot Question 1A Capital Improvement Program funds, established the Eastside Pedestrian, Parking and Streetscape Project, CI1914 and budgeted and appropriated $100,000 for the design phase of the Project.

Resolution 14457, dated August 24, 2020, approved an agreement for Professional Design Consulting Services with Bohannan Huston, Inc. (BHI) for $64,530.

Resolution 14788, dated January 12, 2022, approved a contract amendment #1 for Final Design services with Bohannan Huston, Inc. (BHI) for $29,940.

A proposed Ordinance, dated March 28, 2022, is being considered by City Council for final reading on April 11, 2022. If approved, this would approve amendment #1 to the IGA between City of Pueblo and Pueblo County to provide an additional $100,000 for design funds.

BACKGROUND:

The City of Pueblo requested proposals from pre-qualified consultants (RFQ No. 19-062) to provide planning and design of master plan proposals for pedestrian, parking, and streetscape improvements on Pueblo's Eastside. BHI was selected to complete all design phases, including

study and report phase and preliminary design phase (master plan), final design phase, construction documentation and bidding phase and construction phase.

A masterplan was established for three (3) Project areas, designated in the RFP and listed below.

1. El Centro Project Area
2. Centra Eastside Project Area
3. East 4th Street Corridor Project Area

With the master plan for the Eastside project areas complete, sub-projects have been selected for final design in No's. 1 and 3 Project Areas.

The budget for design and construction in the amount of $1,000,000 for the Eastside Pedestrian, Parking and Streetscape Improvements is funded by a Pueblo County Ballot Issue 1A Improvement Program.

FINANCIAL IMPLICATIONS:

Funds in the amount of $59,915 shall be paid from the Eastside Pedestrian, Parking and Streetscape Improvements Project, No. CI1914.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

A focus group of approximately 25 interested stakeholders was held on November 17, 2020. Interactive polling and mapping were used to collect the preferences from the stakeholders from the vision to the specific improvement preferences.

Final presentation and approval of the Master Plan to City Council was completed on September 13, 2021. The City of Pueblo received approval from the Board of County Commissioners on October 19, 2021.

ALTERNATIVES:

Denial of this Resolution will result in the delay of the Project.

RECOMMENDATIONS:

Approve the Resolution.

Attachments:
Proposed Resolution

RESOLUTION NO. 14844

A RESOLUTION APPROVING AMENDMENT #2 TO THE AGREEMENT FOR PROFESSIONAL DESIGN CONSULTING SERVICES IN THE AMOUNT OF $59,915 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BOHANNAN HUSTON, INC., RELATING TO THE FINAL DESIGN FOR THE EASTSIDE PEDESTRIAN, PARKING AND STREETSCAPE IMPROVEMENTS PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, Project No. 20-010 (CI1914), Eastside Pedestrian, Parking and Streetscape Improvements Project was awarded to Bohannan Huston, Inc., on August 24, 2020; and

WHEREAS, Amendment #1 to the Agreement for Professional Design Consulting Services in the amount of $29,940 between the City of Pueblo and Bohannan Huston Inc. on January 24, 2022 for final design services; and

WHEREAS, additional design work contemplated by Amendment #2 is needed to complete the design, bidding and construction administration; and

WHEREAS, it is in the best interests of the City of Pueblo to proceed with and complete such design in the manner herein provided; NOW, THEREFORE,

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

SECTION 1.

Amendment #2 dated March 29, 2022, by and between the City of Pueblo, a Municipal Corporation, and Bohannan Huston, Inc., a Colorado Corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by Amendment #2 to be performed in the amount of $59,915.

SECTION 2.

Funds in the amount of $59,915 for said Professional Services shall be paid from the Eastside Pedestrian, Parking and Streetscape Improvements Project, No. CI1914

SECTION 3.

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

SECTION 4.

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

SECTION 5.

This Resolution is subject to and conditioned upon City Council passage and approval of an ordinance presented contemporaneously herewith and captioned "AN ORDINANCE APPROVING AMENDMENT #1 TO THE INTERGOVERNMENTAL AGREEMENT, BETWEEN THE CITY OF 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" ("Funding Ordinance"). As such, this Resolution shall only become effective upon the date of final action by the Mayor and City Council approving this Resolution and the Funding Ordinance.

INTRODUCED: April 11, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

AMENDMENT NO. 2 TO THE
AGREEMENT FOR PROFESSIONAL DESIGN/CONSULTING SERVICES
BY AND BETWEEN
CITY OF PUEBLO AND BOHANNAN-HUSTON, INC.

This Amendment No. 2 to the Agreement for Professional Design/Consulting Services ("Amendment") is executed to be effective as of the _____ day of April, 2022 by and between the City of Pueblo, Colorado, a Colorado Municipal Corporation ("Owner") and Bohannan-Huston, Inc., a registered New Mexico corporation authorized to do business in the State of Colorado ("Consultant"). Owner and Consultant are sometimes referred to herein as a "Party" and collectively, as the "Parties." WITNESSETH THAT:

WHEREAS, Owner and Consultant entered into that certain Agreement for Professional Design/Consulting Services dated the 25th day of August, 2020 (the "Agreement") for Bid 20-010 Design and Engineering of Pueblo Eastside Streetscape Project and Amendment No. 1 dated January 12, 2022 ; and

WHEREAS, Owner and Consultant desire to modify the Agreement pursuant to the provisions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Owner and Consultant hereby agree to the following:

AGREEMENT

1. The Agreement is amended by expanding the scope of work to include the following additional services:

Final Construction Documents based on the recommendations from the Eastside Streetscape Project planning efforts and final design, including streetscape improvements along East 4th Street and parking and landscape improvements around El Centro de Quinto Sol Park. The work items with respect to such additional services are generally identified and set forth in the attached Attachment A.

2. Attachment A to this Amendment No. 2 shall be added to the original scope of work, and Consultant shall complete the work items as generally described in said Attachment A in accordance with the terms of the Agreement and any and all prior amendments thereto.

3. With respect to services provided under the Amendment No. 2, the fee schedule attached as Attachment B to this Amendment No. 2 shall apply to compensation payable to Consultant. The aggregate compensation payable to the Consultant for performance of the additional services authorized by this Amendment No. 2 shall not exceed the maximum amount of $59,915.00 as set forth in the Attachment B and notwithstanding whether the service is billed as Time and Material.

4. Consultant shall commence and complete each major work item according to the work schedule attached hereto and labelled Attachment C; provided, however, Consultant will not be responsible for delays beyond Consultant's control.

5. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

6. Except as expressly modified by this Amendment No. 2, the Agreement and any and all prior amendments thereto, shall remain in full force and effect. Except as modified by this Amendment No. 2, any obligations to be performed under the Agreement, and any and all prior amendments thereto, by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 2.

7. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all Parties had signed the same original. The Parties further agree that transmission of this Amendment by any electronic format, telecopy or via email in a PDF format, shall be deemed transmission of the original Amendment for all purposes. Electronic signatures shall be deemed valid and binding to the same extent as the original

IN WITNESS WHEREOF, the Parties to this Amendment No. 2 have set forth their hand, to be effective as of the effective date.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi C. Hedden, Director of Purchasing

Attest_____
City Clerk

[S E A L]

BOHANNAN-HUSTON, INC.

By_____
Jared M. Lee, Senior Vice President

BALANCE OF APPROPRIATION EXISTS FOR
THIS CONTRACT AND FUNDS ARE AVAILABLE.

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney

Attachment(s): Attachment A - Scope of Services
Attachment B - Additional Services - Fee Schedule
Attachment C - Work Schedule

Scope of Services
Excerpt from Revised Scope of Work from Bohannan Huston, Inc.
to the City on March 29, 2022, pages 1 – 5

A. PROJECT DESCRIPTION

Purpose: The BHI Team will complete Final Construction Documents based on final design and recommendations from the Eastside Streetscape Project planning efforts, including streetscape improvements along East 4th Street and parking and landscape improvements around El Centro de Quinto Sol Park. BHI will provide support in construction bidding and administration of final project.

Project Location: East 4th Street Corridor from Erie Ave to Hudson Ave, and El Centro de Quinto Sol Park (excludes Eastside Neighborhood Planning Area)

B. SCOPE OF SERVICES

This Scope of Services defines the work, deliverables, and schedule for each of the tasks described in detail below.

BHI will request written authorization prior to proceeding to each Phase defined below

Project Control

Approach:

BHI will provide continued Project Administration and Management for each Phase below through the remainder of the project, including:

1. Project Administration
    a. Initial task kick-off meeting
    b. Develop and manage project schedule
        i. Identify milestone and critical path elements
    c. Subconsultant management
    d. Monthly progress reports
    e. Monthly invoicing
2. Monthly Project Meetings (virtual)
    a. Prepare agendas
    b. Progress report and schedule update
    c. Prepare meeting notes

Assumptions:

1. Assumes a 3-month project schedule and 3 monthly meetings. Progress meetings may be combined with review meetings.
2. Project team meetings are assumed to be on Zoom or Conference Calls

Deliverables:

1. Project Management Plan
    a. Detailed project schedule
    b. Project Contact list
2. Monthly project meeting notes

Construction Documents and Bidding Phase

Task 1: Construction Documents

Approach:

BHI, and our team, will prepare construction documents for submittal and review with the City for purpose of construction bidding including:

1. Construction Drawings including,
    a. Title Sheet, Project Data, Plans Index
    b. General Notes
    c. Typical Sections
    d. Project Control and Survey Sheet
    e. Removal Plan
    f. Grading Plans
    g. Intersection and Curb Ramp Detail Sheets (1"=20')
    h. Grading, Erosion and Sediment Control Plans and Details
    i. Signage and Striping Plan
    j. Landscape and Irrigation Plan
    k. Lighting Plan
    l. Miscellaneous Construction Details
    m. Standard Plans List
2. Technical Specifications
3. Engineer's Estimate of Construction Cost
4. Attendance at Final Review (95%) meetings

Assumptions:

1. City of Pueblo Standard Drawings and Specifications and Black Hill Energy Standards for lighting will be referenced where applicable
2. Irrigation design shall be per City of Pueblo standards and requirements. CSI Standard Specifications may be utilized for landscape and irrigation. Owner to provide sleeving locations for lighting and irrigation equipment and point of connection for irrigation.
3. Traffic signal modifications are not anticipated and are excluded. Traffic impact study or additional analysis of intersections or adjacent roadways is not included.

4. It is assumed that the overall run-off quantity and drainage patterns will remain relatively unchanged. A drainage report or analysis is not included. Regional drainage management or offsite improvements are not included.
5. Assumes overall disturbed area will be less than 1-acre and a Storm Water Management Plan will not be required.
6. Assumes excavation will be less than 2-feet and 1000 linear feet and full SUE will not be required.
7. All improvements will be within City property and easements or ROW acquisition is not necessary.
8. The proposed project does not include any state or federal funding and therefore will not require coordination w/ other agencies.

Deliverables:

1. Final (95%) Construction Drawings, Technical Specifications and Cost estimate.
2. Stamped (100%) Construction Documents in AutoCAD 2016 or above and Adobe PDF format.

Task 2: Bidding Assistance

Approach:

BHI will assist City staff on an on-call basis to provide specification and drawing clarifications. City Purchasing Department staff will complete advertisement, on-line distribution and bid receiving. BHI will provide the following services:

1. Attend and participate in pre-bid meeting.
2. Provide clarification of the contract document's intent during the bidding process.

Assumptions:

1. City to handle overall bidding and procurement process. BHI will assist as-needed.
2. City shall be responsible for placing bid advertisement.
3. City to maintain bidder's log and addenda distribution log.
4. City to schedule and conduct Pre-Bid and Bid Opening.

Deliverables:

1. Original documents for advertisement and distribution

Construction Phase

Task 1: Construction Administration Assistance:

Approach:

BHI will assist City staff on an on-call basis to provide construction administration services from contract award to final payment to the contractor. BHI will perform services throughout this period as follows:

1. Attend a pre-construction meeting and identify critical observation points and coordination items necessary prior to and during construction.

2. Review shop drawings, material submittals and other submittals of the contractor
3. Make periodic visits to the site, maximum of 6, at such times as appropriate during the progress of the work to observe the progress and quality of the work and advise City staff accordingly.
4. Respond to Request for Information (RFI) and render interpretations of Documents as necessary for Contractor and Inspection staff.
5. Attend final inspection.
6. Prepare record drawings.

Assumptions:

1. Overall construction administration and inspection to be provided by City staff. BHI will support on an on-call basis.
2. Record drawings will be prepared based on actual as-builts provided by the construction contractor.

Deliverables:

1. Project related documentation as needed
2. Record drawings in PDF and Autocad format.

Fee Schedule
Excerpt from Revised Scope of Work from Bohannan Huston, Inc.
to the City on March 29, 2022, pages 5 – 7

Fee:

The table below contains the estimated fees to provide these services:

The lump sum fees are the following:	
Construction Documents and Bidding:	
Task 1: Construction Documents	$38,415
Task 2: Bidding Assistance (T&M)	$ 6,500
Construction:	
Task 1: Construction Administration Assistance (T&M)	$15,000
Total	**$ 59,915**

**Time and Materials (T&M) phases will be billed at hourly rates per attached fee schedule

EXCLUSIONS

1. Title Work, vesting documents, Right-of-way appraisal, negotiations and acquisition
2. Topographic or Boundary Survey
3. Geotechnical engineering or pavement design
4. Subsurface Utility Engineering or Utility potholing,
5. Environmental clearances, Drainage Analysis or Report, or SWPPP are not included in this scope of work.
6. Public involvement or meeting participation is not included.
7. Construction Phasing, Jointing and Traffic Control Plans
8. Structural Design - City/Black Hills standard details will be used for lighting foundation design, etc.
9. Photometrics or Electrical Engineering. City of Pueblo and Black Hills Energy Standard Fixtures, Details, and Engineering will be referenced.
10. Signal Design
11. Utility design – conflict identification only
12. Easement preparation or acquisition.
13. CDOT involvement or review process.
14. Permitting or associated fees.
15. Providing any services requiring the preparation of multiple construction plan sets for multiple phases of development is not included
16. Full time construction management or observation
17. Performing construction staking, or materials testing is not included

	1	2	3	4	5	6	7
ENGINEER Civil, Structural, Mechanical, Electrical	$105	$123	$143	$163	$183	$220	$245
SURVEYOR	$105	$123	$143	$163	$183	$220	$245
TECHNICAL MANAGER IT, GIS, Spatial Data, Construction, Project Manager	$105	$123	$143	$163	$183	$220	$245
PLANNER Community, Transportation	$95	$105	$120	$135	$155	$190	$235
GIS PROFESSIONAL Geographic Information Systems	$90	$100	$115	$130	$150	$180	$210
TECHNICAL SPECIALIST Engineering Tech, Survey Tech, Geospatial Analyst, Graphics Specialist	$72	$77	$82	$92	$107	$120	$135
CONSTRUCTION OBSERVER	$73	$78	$83	$93	$108	$123	$163
MATERIALS TECHNICIAN Field and Laboratory Materials Testing	$55	$65	$75	$80	$95	$115	$135
PROJECT ADMINISTRATOR	$85	$100	$120	$140	$160	$180	$210
ADMINISTRATIVE ASSISTANT Clerical Support	$55	$65	$75	$85	$95	$105	$120

MATERIALS AND REIMBURSABLE EXPENSES

Plotting, Printing and Binding - As invoiced at cost of labor and materials.

Courier / Delivery Service - As invoiced by provider.

Mileage - As published for the IRS Standard Mileage Rate.

Per Diem/Travel - Field personnel in accordance with the latest GSA Schedule based on location of service.

Office/Professional staff travel costs, meals and lodging will be billed at cost.

Survey Equipment Charge - $25.00/Hour.

Survey Material Charge - $2.60/Hour.

Expert Witness - Rates shall be negotiated based on the requirements of the contract with a minimum of four hours while in court.

Other Direct Project Expenses - At Cost.

Overtime - Performed upon request of the client; will be invoiced at 1.30 times the standard hourly rate.

Applicable Gross Receipts or Sales and Use Tax - Added to all fees charged for professional services unless they are exempt and official documentation is on file with Bohannan Huston, Inc.

UAV Usage Charge - Rates shall be negotiated based on the requirements of the contract.

Work Schedule

Excerpt from Revised Scope of Work from Bohannan Huston, Inc. to the City on March 29, 2022, page 8

	TASK NAME	MONTH 1	MONTH 2	MONTH 3	MONTH 4	MONTH 5
1	Project Control/Management					
1.1	Project Management					
1.2	Kickoff Meeting, Site Review					
1.3	Project Management Plan/Schedule					
1.4	Monthly Project Meetings (assumes 1)					
2	Final Design (60%)					
2.1	Layout/Base Files					
2.2	Site Grading					
2.3	Draft Design Plans					
2.4	Quantities and Cost Estimating					
2.5	Quality Control Review and Address Comments					
2.6	Submittal/Review Meeting					
3	Construction Documents					
3.1	Final Design					
3.2	Removal and Demolition Plan					
3.3	Site/Grading Plan					
3.4	Signing and Striping Plan					
3.5	Landscape/Irrigation Plan (MIG)					
3.6	Erosion Control Plans					
3.7	Final Cost Estimate					
3.8	Specifications, Special Conditions, Special Provisions					
3.9	Quality Control Review and Address Comments					
3.10.	Final (95%) Submittal/Review Meeting					
3.11	Final (100%) Plans/Bid Documents					
4	Construction Bidding					
4.1	Advertisement					
4.2	Pre-Bid Meeting					
4.3	Bid Opening					
5	Construction					
5.1	Award/Contracting					
5.2	Construction					

City Clerk's Office Item # M-2

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 11, 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 ACCEPTING A PUBLIC UTILITY EASEMENT FROM ELB HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY

SUMMARY:

Attached is a Resolution.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

This easement is required so that the new Centennial High School, currently under construction, has access to Excel Energy natural gas.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

There are no alternatives.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Easement and Right of Way

RESOLUTION NO. 14845

A RESOLUTION ACCEPTING A PUBLIC UTILITY EASEMENT FROM ELB HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY

WHEREAS, ELB Holdings, LLC, a Colorado limited liability company (property owner) has requested that the City of Pueblo accept an easement for public utilities; and,

WHEREAS, such easement for public utilities is required for gas service to the new Centennial High School, currently under construction; and,

WHEREAS, the interests of the City of Pueblo have been fully addressed by said easement; NOW, THEREFORE,

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

SECTION 1.

The Easement and Right of Way, copy which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted.

SECTION 2.

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

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 final passage and approval.

INTRODUCED April 11, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

EASEMENT AND RIGHT OF WAY

THIS EASEMENT, granted this 11 day of February, 2022, by E L B Holdings, LLC, a Colorado limited liability company, 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 Public Utilities, in, through, over, under and across Grantor's property situated in Pueblo County, Colorado, commonly known as Parcel No. 5140000[illegible] and described as follows: (the "Property")

See attached Exhibit "A"

TOGETHER WITH the right to enter upon the Property for the purposes of construction, replacement, maintenance, control, and repair, and the right to use so much of the adjoining property of Grantor for said purposes, and the right to permit other utility companies to use the easement and right of way for same or similar purposes. The Grantor reserves the right to use and occupy the Property for any purpose not inconsistent with the right and privilege above granted and which will not interfere with or endanger any of Grantee's 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 11 day of February, 2022.

GRANTOR - E L B Holdings, LLC

By: _____
Manager

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this 11th day of February 2022 by Brian G. Robinson as manager of E L B Holdings, LLC, a Colorado limited liability company.

Witness my hand and official seal. [SEAL]

NICHOLE BROOKANN FOXHOVEN
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20164037861
MY COMMISSION EXPIRES OCT 12, 2024

My commission expires: 10/12/2024

_____
Notary Public

EXHIBIT A

10' NON-EXCLUSIVE UTILITY EASEMENT
LAND DESCRIPTION

An easement for Utility purposes, being 10 feet in width, located in a portion of land located in the SW 1/4 of Section 14, Township 20 South, Range 65 West of the 6th P.M. in the County of Pueblo and State of Colorado and being more particularly described as follows:

Considering the North line of Pueblo School District 60 – Centennial High School property to bear N. 88°30'08" E., and all bearings contained herein being relative thereto.

Beginning at the Northwest Corner of said Pueblo School District Parcel, thence N. 01°09'30" W., a distance of 385.53 feet to the Southeast Corner of Block 3, Lot 3 of Wills Commercial Park, Filing No. 4 according to the recorded plat thereof as filed for record on December 01, 1998 at Reception No. 1251261 in the Pueblo County records; thence N. 88°50'30" E. along the south line of said Wills Commercial Park, Filing No. 4, a distance of 10.00 feet; thence S. 01°09'30" E., a distance of 385.47 feet to a point on the Northerly line of Pueblo School District 60 – Centennial High School property; thence S. 88°30'08" W., a distance of 10.00 feet along said north line of Centennial High School property to the Point of Beginning.

I, Michael L. Cuppy, being a licensed 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

NorthStar Engineering and Surveying, Inc.
August 18, 2021
JN 20 004 00

City Clerk's Office Item # M-3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 11, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

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

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $42,280 TO MONTANO CONCRETE, INC AND SETTING FORTH $12,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-018 SIDEWALK IMPROVEMENTS AT DUTCH CLARK STADIUM AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Montano Concrete, Inc for Project No. 22-018 Sidewalk Improvements at Dutch Clark Stadium.

PREVIOUS COUNCIL ACTION:

The City of Pueblo's 2020 Annual Action Plan that was approved on June 15, 2021, Ordinance No. 9951 created Project CD2018.

BACKGROUND:

In general, this project consists of asphalt removal and construction of a new 6-foot wide concrete trail in front of Dutch Clark Stadium. This project is going to be paid for using CDBG funds, appropriated from the W. 18th Street Expansion project No. CD2018 in accordance with Bryan Gallagher, Department Director, Housing and Citizen Services.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $54,280 will be paid from account CD2018 W. 18th Street Expansion.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Bid Summary Sheet

RESOLUTION NO. _____

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $42,280 TO MONTANO CONCRETE, INC AND SETTING FORTH $12,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-018 SIDEWALK IMPROVEMENTS AT DUTCH CLARK STADIUM AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for the Project No. 22-018 Sidewalk Improvements at Dutch Clark Stadium have been received and examined; and

WHEREAS, the proposal of Montano Concrete, Inc, was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 22-018 to be performed; NOW, THEREFORE,

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

SECTION 1.

City Council authorizes Project No. 22-018 Sidewalk Improvements at Dutch Clark Stadium to be performed, and the contract for said project is hereby awarded to Montano Concrete ,Inc, in the amount of $42,280.00.

SECTION 2.

Funds for Project 22-018 shall be from Project No. CD2018 W. 18th Street Expansion.

SECTION 3.

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

SECTION 4.

In addition to the amount of the bid set forth, as aforementioned, an additional amount as stipulated in this section is hereby established for contingencies and additional work.

Contingencies and Additional Work……$12,000.00

SECTION 5.

The officers and staff of the City of Pueblo are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein.

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 11, 2022

BY: _____
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Bid: 22-018 (CD2018) Sidewalk Improvements at Dutch Clark Stadium					Montano Concrete, Inc.	Doug Vaughn, LLC	Cedar Ridge Landscape, Inc.	Merriman Land Works dba Flat & Fancy	K.R. Swerdfeger Construction, LLC
Opening Date: March 30, 2022 Time: 10:00:00 AM									
Item	Description	Estimated Quantity							
1	Remove Curb and Gutter	10	LF	*Unit Price*	*10.00*	*5.00*	*10.00*	*11.05*	*118.00*
				Amount	100.00	50.00	100.00	110.50	1180.00
2	Remove Asphalt	100	SF	*Unit Price*	*20.00*	*1.50*	*3.00*	*3.00*	*9.50*
				Amount	2000.00	150.00	300.00	300.00	950.00
3	Construct 6” Curb Head	25	LF	*Unit Price*	*30.00*	*20.00*	*20.00*	*18.00*	*53.00*
				Amount	750.00	500.00	500.00	450.00	1325.00
4	Construct Curb and Gutter	35	LF	*Unit Price*	*50.00*	*26.00*	*35.00*	*45.00*	*53.00*
				Amount	1750.00	910.00	1225.00	1575.00	1855.00
5	Construct 4” Concrete	5400	SF	*Unit Price*	*5.30*	*5.75*	*7.25*	*9.75*	*11.75*
				Amount	28620.00	31050.00	39150.00	52650.00	63450.00
6	Construct 6” Asphalt Patch	100	SF	*Unit Price*	*25.00*	*8.00*	*7.00*	*6.88*	*23.50*
				Amount	2500.00	800.00	700.00	688.00	2350.00
7	Install Tactile Bands	48	SF	*Unit Price*	*60.00*	*30.00*	*60.00*	*15.00*	*118.00*
				Amount	2880.00	1440.00	2880.00	720.00	5664.00
8	Install Irrigation Sleeves (2-inch PVC)	14	LF	*Unit Price*	*20.00*	*10.00*	*15.00*	*30.00*	*24.00*
				Amount	280.00	140.00	210.00	420.00	336.00
9	Mobilization	1	LS	*Unit Price*	*1800.00*	*4500.00*	*2000.00*	*2500.00*	*8700.00*
				Amount	1800.00	4500.00	2000.00	2500.00	8700.00
10	Pedestrian & Construction Traffic Control	1	LS	*Unit Price*	*600.00*	*2500.00*	*400.00*	*2500.00*	*5880.00*
				Amount	600.00	2500.00	400.00	2500.00	5880.00
11	Erosion and Sediment Control	1	LS	*Unit Price*	*1000.00*	*300.00*	*300.00*	*500.00*	*1775.00*
				Amount	1000.00	300.00	300.00	500.00	1775.00
				Grand Total Bid	**$42,280.00**	**$42,340.00**	**$47,765.00**	**$62,413.50**	**$93,465.00**

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

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 11, 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 PUEBLO COMMUNITY COLLEGE FOR THE USE OF ORMAN AVENUE IN BETWEEN HARRISON AVENUE AND CLEVELAND STREET AND THEIR RIGHTS OF WAY TO INSTALL A DIGITAL MEDIA BOARD AND POLES TO INSTALL OVERHEAD DECORATIVE LED LIGHTS

SUMMARY:

Attached is an application for a revocable permit submitted by Pueblo Community College.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Pueblo Community College requests to use Orman Avenue from Harrison Avenue to Cleveland Street and their right of ways to install a digital media sign board and poles to install overhead decorative LED lights.

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. 14846

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO PUEBLO COMMUNITY COLLEGE FOR THE USE OF ORMAN AVENUE IN BETWEEN HARRISON AVENUE AND CLEVELAND STREET AND THEIR RIGHTS OF WAY TO INSTALL A DIGITAL MEDIA BOARD AND POLES TO INSTALL OVERHEAD DECORATIVE LED LIGHTS

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

SECTION 1.

The attached Revocable Permit is authorized to be issued to Pueblo Community College for the use of Orman Avenue in between Harrison Avenue and Cleveland Street to install a digital media board and poles to install overhead decorative LED lights.

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 directed and authorized to perform any and all acts consistent with this Resolution to implement the policies and procedures described herein.

SECTION 4.

The City Clerk is directed to cause said Revocable Permit to be forthwith recorded in the office of the Pueblo County Clerk and Recorder

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED April 11, 2022

BY: Larry Atencio
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: Pueblo Community College, 900 W. Orman Ave. Pueblo, CO 81004 719-549-3291
2. Permitted Area: Orman Ave. between Harrison Ave. and Cleveland St.
3. Purpose of Revocable Permit: Install digital media board and poles to install decorative overhead LED lighting.
4. Authorized Improvements: N/A
5. Commencement Date: April 18, 2022 Time: 08:00 AM
6. Ending Date: Indefinite Time:

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

Pueblo Community College

Department of Facilities Services
900 W. Orman Ave., SJ 120
Pueblo, CO 81004
719-549-3291

Date: **March 1, 2021**

To: **Pueblo City Council & Transportation Department**

From: **Joe Waneka, Director of Facilities**

Re: **Orman Street Lighting, Digital Media Board & Replacement Bollards**

Pueblo Community College would like to enhance the section of Orman Street dissecting the campus between the crosswalks with 500 linear feet of LED lights, suspended from 24' high poles, strung a minimum of 20' high from the center of the road.

In conjunction with the new lighting to enhance the ambiance of the campus, a new double sided digital media display board 7' tall by 4' wide high-definition LED marquee would be installed on the westside of the center crosswalk near the Central Administration building offering campus updates and other public relations media news.

To protect our students and staff from passing vehicles, the existing bollards are in need of replacement. With the potential need of allowing service vehicles to the campus from Orman, we propose the replacement with new stainless-steel concrete installed removable bollards.

The expected project is scheduled to start April 18, 2022 with expected completion first of May, ahead of the spring graduation event scheduled for on-campus commencement based on the approval from the city and the revocable permit.

For your reference, I've attached a diagram of the project layout, sample of the led C9 light, digital media display marquee and new stainless-steel bollards.

Please let me know if you have any questions.

Joe Waneka

STATE of COLORADO | CERTIFICATE of INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. It does not amend, extend or alter the coverage afforded below.

INSURED
The State of Colorado, its departments, institutions, agencies, boards, officials, employees and authorized volunteers (except all entities of the University of Colorado, CSU-Fort Collins, University of Northern Colorado, Colorado Mesa University, Fort Lewis, Adams State University and Western State Colorado University).

INSURED (Re: certificate)

Pueblo Community College

SOURCES OF COVERAGE
Cov A… State Risk Management Office
Cov B… State Risk Management Office
All coverages are effective continuously per State Law.

COVERAGES
Self-insured coverages and limits shown on this certificate are those for which the State accepts responsibility pursuant to the Colorado Governmental Immunity, Risk Management, and Workers' Compensation Acts. Notwithstanding any requirement, term or condition of any document to which this certificate may be issued or may pertain, the coverage afforded herein is controlled and limited by the above laws. Commercial coverages are subject to policy terms and conditions.

COV	DESCRIPTION	LIMITS
A	State Self-Insured Liability Fund	Per CRS 24-30-1510(3)(a)
B	State Self-Insured Worker Compensation Fund	Standard Limits (State Law)

PROPERTY LEASES….: This certificate does not apply to a lease agreement that does not conform strictly to the requirements of CRS 24-30-1510(3)e.

ADDITIONAL INSUREDS: The Colorado constitution prohibits including certificate holders as additional insureds.

INDEMNIFICATION and HOLD HARMLESS clauses: This certificate applies to such provisions only to the extent permitted by Colorado law; including the Colorado Constitution, the Governmental Immunity Act, and the Risk Management Act.

CANCELLATION
Should any of the above coverage change, the insured State of Colorado will endeavor to mail notice to the certificate holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the State.

DESCRIPTION OF OPERATIONS to which this certificate pertains:

The City of Pueblo is included as an additional insured regarding general liability. A waiver of subrogation applies. Coverage dates include set-up and duration of installation of equipment.

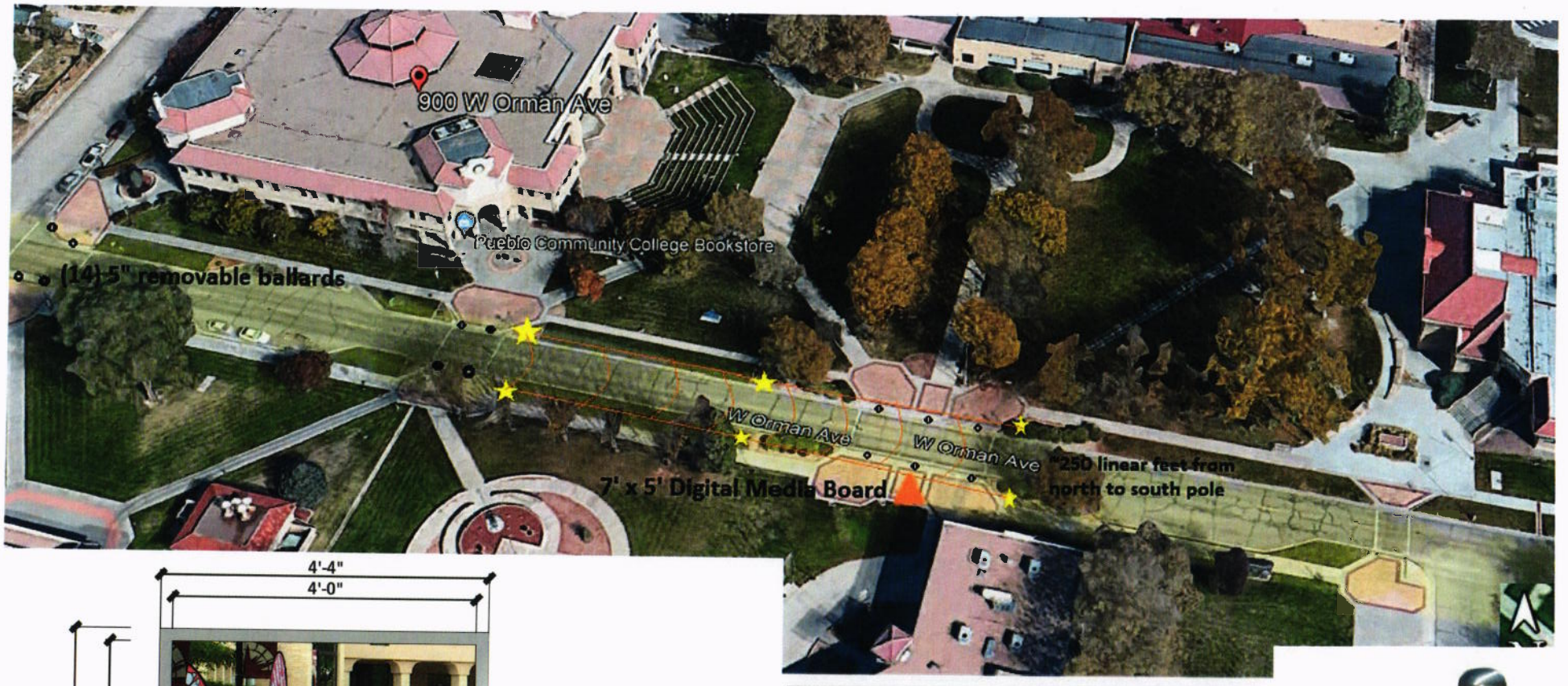
CERTIFICATE HOLDER
City of Pueblo
1 City Hall Place
Pueblo, CO 81003

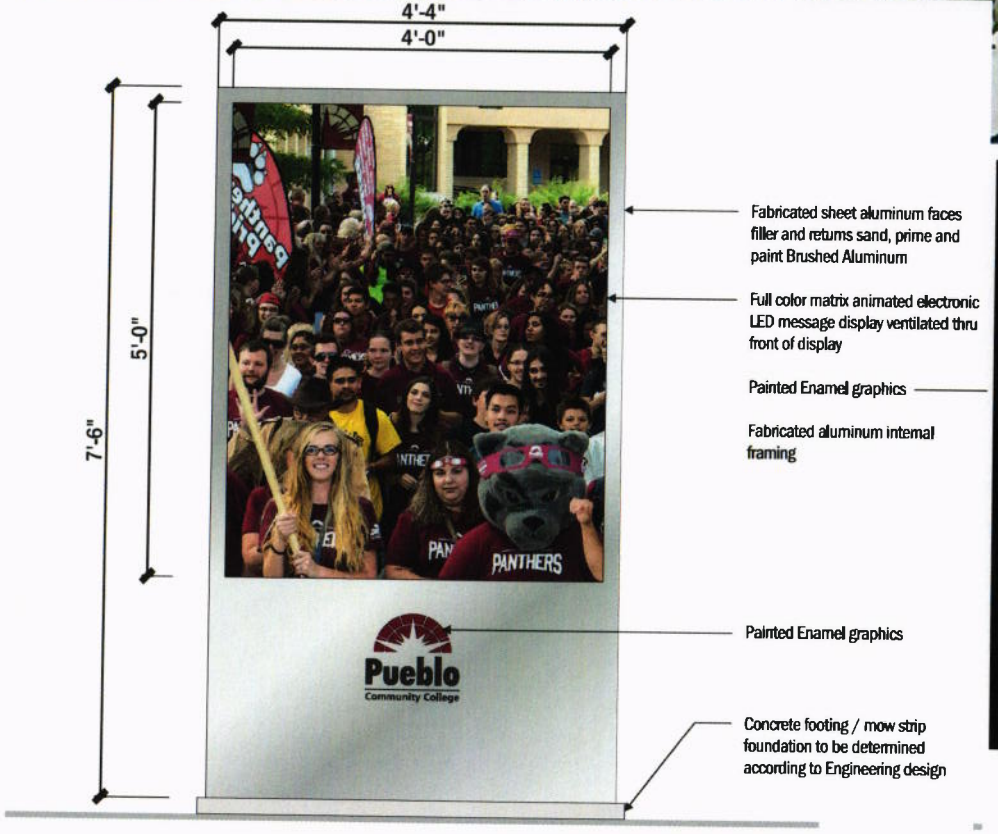
Attn:
Aaron Emerson

Certificate #:
Issue Date: 03/01/22

Eileen Taylor
AUTHORIZED REPRESENTATIVE

Updated June 2021


900 W Orman Ave
Pueblo Community College Bookstore
(14) 5" removable ballards
W Orman Ave
W Orman Ave
7' x 5' Digital Media Board
~250 linear feet from north to south pole


4'-4"
4'-0"
5'-0"
7'-6"
PANTHERS
Pueblo
Community College
Fabricated sheet aluminum faces filler and returns sand, prime and paint Brushed Aluminum
Full color matrix animated electronic LED message display ventilated thru front of display
Painted Enamel graphics
Fabricated aluminum internal framing
Painted Enamel graphics
Concrete footing / mow strip foundation to be determined according to Engineering design





City Clerk's Office Item # M-5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 11, 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 NATIONAL MULTIPLE SCLEROSIS SOCIETY FOR THE USE OF SOUTH VICTORIA AVENUE FROM GREENWOOD STREET TO THE D STREET AND A SECTION OF GREENWOOD STREET FROM CITY CENTER DRIVE TO VICTORIA AVENUE AND THEIR RIGHTS OF WAY TO HOST THEIR WALK MS: PUEBLO

SUMMARY:

Attached is an application for a revocable permit submitted by The National Multiple Sclerosis Society.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The National Multiple Sclerosis Society requests to use Victoria Avenue from Greenwood Street to D Street, and Greenwood Street north of Victoria and their right of ways on April 30, 2022, from 5:00 am until 2:00 pm to host their annual MS Walk: Pueblo.

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. 14847

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO THE NATIONAL MULTIPLE SCLEROSIS SOCIETY FOR THE USE OF SOUTH VICTORIA AVENUE FROM GREENWOOD STREET TO THE D STREET AND A SECTION OF GREENWOOD STREET, FROM CITY CENTER DRIVE TO VICTORIA AVENUE AND THEIR RIGHTS OF WAY TO HOST THEIR WALK MS: PUEBLO

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

SECTION 1.

The attached Revocable Permit is authorized to be issued to The National Multiple Sclerosis Society for the use of Victoria Avenue in between Greenwood Street and D Street, and Greenwood Street north of Victoria Avenue and their right of ways from April 30, 2022 at 5:00 am, until 2:00 pm to host their MS Walk: Pueblo.

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 directed and 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 April 11, 2022

BY: Larry Atencio
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: National MS Society, 900 S. Broadway Ste.250 Denver, CO 80209; (303) 698-5432
2. Permitted Area: S. Victoria from S. Greenwood St. to The Black Hills Energy Parking Lot
3. Purpose of Revocable Permit: Walk MS; Pueblo
4. Authorized Improvements:
5. Commencement Date: 04/30/2022 Time: 05:00 AM
6. Ending Date: 04/30/2022 Time: 02:00 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

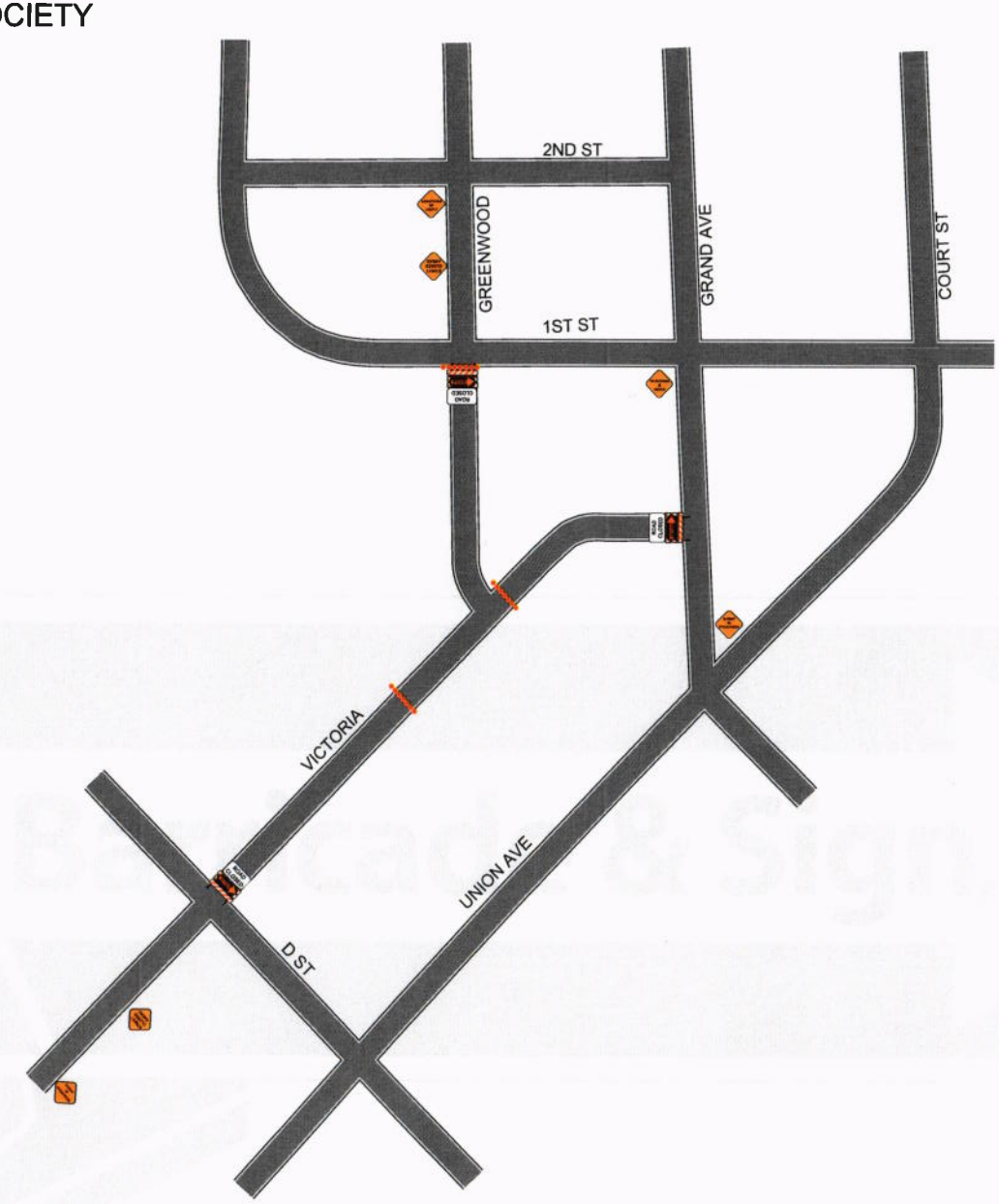
APPROVED this _____ day of _____, 20____.
PUEBLO, a Municipal Corporation

By _____
Nicholas A. Gradisar, Mayor

NATIONAL MULTIPLE SCLEROSIS SOCIETY
MS WALK
VICTORIA AVE & GREENWOOD
PUEBLO, CO
APR 30, 2022

GENERAL NOTES:

1. 36" ADVANCE SIGNS WILL BE USED AND SPACED @ 300' APART.
2. TYPE 3 BARRICADES WILL BE USED AT THE POINT OF CLOSURES.
3. NIGHTTIME TRAFFIC CONES WILL BE USED.
4. CLOSURE WILL SET UP @ 5:00AM AND TAKEN DOWN @ 1:00PM.
5. ALL DEVICES SHALL BE SET IN ACCORDANCE WITH THE LATEST EDITION OF THE M.U.T.C.D.



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

APPROVALS:

PDOT: _____

PERMITEE: _____

TCS: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/01/2022

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 USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454 Attn: Morristown.CertRequest@marsh.com Fax: 212-948-0979 COC	**CONTACT NAME:** ... **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED NATIONAL MULTIPLE SCLEROSIS SOCIETY COLORADO WYOMING CHAPTER 521 ROOD AVE SUITE B GRAND JUNCTION, CO 81501	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Federal Insurance Company — 20281 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-011283860-01 **REVISION NUMBER:** 1

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** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			3583-33-49	12/31/2021	12/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ $ $ $ $ $ $	1,000,000 1,000,000 10,000 1,000,000 2,000,000 1,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			3583-33-49	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll Deductible	$ $ $ $ $	1,000,000 1,000
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE X DED [ ] RETENTION $			9364-93-75	12/31/2021	12/31/2022	EACH OCCURRENCE AGGREGATE $	$ $ $	5,000,000 5,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71763467	12/31/2021	12/31/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Pueblo is added as additional insured excluding workers' compensation and employer's liability policy as required by written contract but limited to the operations of the insured under said contract, and always subject to the policy terms, conditions and exclusions.

Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

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

Marsh USA Inc.

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National
Multiple Sclerosis
Society

October 12, 2021
Pueblo City Hall
1 City Place
Pueblo, CO. 81003

To Whom It May Concern:

The National Multiple Sclerosis Society will be hosting its annual Walk MS: Pueblo on Saturday April 30, 2022, from 5:00AM to 3:00PM. This event will be a fundraising walk event around the Pueblo River Walk. We have a short route and a long route. We will have a team village area that will have several tents for our top fundraising teams, a medical and VIP tent. We will utilize the Gazebo's for check in and snacks and treats for our participants.

For the safety or our participants and to accommodate the longer route, the National MS Society would like to close S. Victoria Ave, from S Greenwood St to the Black Hills Energy Parking Lot.

By closing this street, it will allow the safe crossing of our participants from the South River Walk area to the North area around Lake Elizabeth. We will also allow us to set up some tents on the closed portion for our starting line, team village, VIP and First aid.

A1 Barricade and Sign has been hired by the National MS Society to provide all the necessary signage and barricades to notify the public, to reroute any vehicles and to barricade the actual street closure. NMSS is asking for the street to be closed at 5:00 AM on Saturday, April 30, 2022, until 1:00 PM later that same day. I will attach the traffic control plan from A1 Barricade and our Start Line Site map.

I will process the $50.00 fee and the $500 deposit.

I will send the Certificate of Insurance in as soon as I get it.

Sincerely,

Michael Peters

Michael Peters
Specialist, Event Production

City Clerk's Office Item # M-6

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 11, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Parks and Recreation Director

SUBJECT**:** A RESOLUTION ESTABLISHING AN APPROVED LIST OF CONTRACTORS TO PERFORM EMERGENCY WATER LINE REPAIRS FOR CITY PARKS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution establishing an approved list of contractors to perform emergency water line repairs in the City of Pueblo's Park systems.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

The City of Pueblo Parks and Recreation Department maintains approximately 613 irrigated acres within eighty (80) City parks. Many of these irrigation systems are connected to water lines that not only connect to irrigation systems, but buildings and recreational facilities that are very old and outdated. These irrigation systems and water lines regularly break, but it is not possible to anticipate when and where repairs will be needed. Repairs must be completed as soon as possible to limit disruption in service and loss of required irrigation for turf and landscape plantings.

The City of Pueblo requires formal competitive bids for these emergency projects to assure that costs are controlled. This Resolution will provide both competitive bid cost controls and rapid response capability by creating a list of qualified contractors who have provided a list of unit prices. The City's Purchasing Department solicited unit cost competitive bids from contractors for various elements of water line repair, which included mobilization, labor, and equipment costs. Three bids were received and attached is the bid summary sheet. All bidders form a list of qualified firms to whom the water line repair projects can be offered.

Pursuant to the bid documents and associated contract, when the need for a water line repair arises, the Parks and Recreation Department maintenance staff will evaluate the repairs needed and compare the bid prices submitted by the qualified vendors to determine which will complete the work for the lowest cost. In accordance with the bid documents and associated contract, the vendor will then be required to sign a statement of work or other written agreement for each project it is selected for. City Council approval will be for the bid documents and vendors but will not be required for each emergency statement of work.

FINANCIAL IMPLICATIONS:

Funding for this project will come from the Parks and Recreation Department's operating budget funded by the General Fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Not applicable to this Resolution.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Bid Summary Sheet

RESOLUTION NO. 14848

A RESOLUTION ESTABLISHING AN APPROVED LIST OF CONTRACTORS TO PERFORM EMERGENCY WATER LINE REPAIRS FOR CITY PARKS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, proposals for performing emergency water line repairs under Project No. 22-023 - Emergency Water Line Repairs for City Parks have been received and examined; and

WHEREAS, the proposals of FRPHI ECS & Landscape, Inc., KK Construction, LLC, and K.R. Swerdfeger Construction, LLC, (collectively the "Approved List") have been determined to be responsive; NOW, THEREFORE,

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

SECTION 1.

City Council authorizes, subject to an unexpended balance of appropriations therefore, that upon approval of the Mayor, statements of work or other contracts for effecting emergency water line repairs may be awarded from time to time in accordance with the bid documents and associated contract, to the lowest bidder on the Approved List, as determined by unit prices for elements of constructions submitted by responsive bidders under Project No. 22-023 - Emergency Water Line Repairs for City Parks based on the requirements and unit quantities of each emergency repair project that may arise, and that the same be awarded to said bidder in the required amount at the time of each emergency repair project. So long as the repairs are performed according to an approved statement of work pursuant to the bid documents and contract, additional City Council approval will not be needed for each emergency repair project.

SECTION 2.

Funds for Project No. 22-023 - Emergency Water Line Repairs shall be from the Parks and Recreation Department's annual operating budget in the City's General Fund.

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.

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 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED April 11, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Bid: 22-023 2022-2024 Emergency Water Line Repairs for City Parks					FRPHI ECS & Landscape, Inc.	KK Construction, LLC	K.R. Swerdfeger Construction, LLC
Opening Date: March 29, 2022 Time: 10:00:00 AM							
Item	**Description**	**Estimated Quantity**					
1	Remove and Replace 1" Copper Pipe Less than 6' Deep	1-5	LF	Unit Price	439.35	250.00	508.00
		>5	LF	Unit Price	351.50	250.00	259.00
2	Remove and Replace 2" PVC Less than 6' Deep	1-5	LF	Unit Price	446.25	310.00	242.00
		>5	LF	Unit Price	357.00	310.00	146.00
3	Remove and Replace 4" AC Less than 6' Deep	1-5	LF	Unit Price	677.95	760.00	499.00
		>5	LF	Unit Price	542.35	760.00	282.00
4	Remove and Replace 4" Cast Iron Less than 6' Deep	1-5	LF	Unit Price	605.45	760.00	430.00
		>5	LF	Unit Price	485.95	760.00	225.00
5	Remove and Replace 6" AC Less than 6' Deep	1-5	LF	Unit Price	1,025.85	1,080.00	673.00
		>5	LF	Unit Price	820.60	1,080.00	365.00
6	Remove and Replace 6" Cast Iron Less than 6' Deep	1-5	LF	Unit Price	955.00	1,080.00	589.00
		>5	LF	Unit Price	765.00	1,080.00	295.00
7	Remove and Replace 8" AC Less than 6' Deep	1-5	LF	Unit Price	1,230.95	1,380.00	880.00
		>5	LF	Unit Price	985.00	1,380.00	462.00
8	Remove and Replace 8" Cast Iron Less than 6' Deep	1-5	LF	Unit Price	1,160.40	1,380.00	785.00
		>5	LF	Unit Price	928.50	1,380.00	378.00
9	Area restoration including appropriate soil backfill to grade, level, flat surface, ready for re-seeding by City	1-49	SF	Unit Price	8.85	20.50	29.00
		50-99	SF	Unit Price	7.90	20.50	28.00
		>100	SF	Unit Price	6.80	20.50	27.00
10	Mobilization	1	LS	Unit Price	350.00	500.00	5,096.00
Item	**Description**		**Estimated Quantity**				
Scenario # 1							
3	Remove and Replace 4" AC Less than 6' Deep	3	LF	*Unit Price*	*677.95*	*760.00*	*499.00*
				Amount	2033.85	2280.00	1497.00
9	Area restoration including appropriate soil backfill to grade, level, flat surface, ready for re-seeding by City	100	SF	*Unit Price*	*6.80*	*20.50*	*27.00*
				Amount	680.00	2050.00	2700.00
10	Mobilization	1	LS	*Unit Price*	*350.00*	*500.00*	*5096.00*
				Amount	350.00	500.00	5096.00
				Total for Scenario 1	**$3,063.85**	**$4,830.00**	**$9,293.00**
Scenario # 2							
4	Remove and Replace 4" Cast Iron Less than 6' Deep	7	LF	*Unit Price*	*485.95*	*760.00*	*225.00*
				Amount	3,401.65	5,320.00	1,575.00
9	Area restoration including appropriate soil backfill to grade, level, flat surface, ready for re-seeding by City	100	SF	*Unit Price*	*6.80*	*20.50*	*27.00*
				Amount	680.00	2,050.00	2,700.00
10	Mobilization	1	LS	*Unit Price*	*350.00*	*500.00*	*5,096.00*
				Amount	350.00	500.00	5,096.00
				Total for Scenario 2	**$4,431.65**	**$7,870.00**	**$9,371.00**
Scenario #3							
5	Remove and Replace 6" AC Less than 6' Deep	3	LF	*Unit Price*	*1,025.85*	*1,080.00*	*673.00*
				Amount	3,077.55	3,240.00	2,019.00
9	Area restoration including appropriate soil backfill to grade, level, flat surface, ready for re-seeding by City	100	SF	*Unit Price*	*6.80*	*20.50*	*27.00*
				Amount	680.00	2,050.00	2,700.00
10	Mobilization	1	LS	*Unit Price*	*350.00*	*500.00*	*5,096.00*
				Amount	350.00	500.00	5,096.00
				Total for Scenario 3	**$4,107.55**	**$5,790.00**	**$9,815.00**
Scenario # 4							
6	Remove and Replace 6" Cast Iron Less than 6' Deep	7	LF	*Unit Price*	*765.00*	*1,080.00*	*295.00*
				Amount	5,355.00	7,560.00	2,065.00
9	Area restoration including appropriate soil backfill to grade, level, flat surface, ready for re-seeding by City	100	SF	*Unit Price*	*6.80*	*20.50*	*27.00*
				Amount	680.00	2,050.00	2,700.00
10	Mobilization	1	LS	*Unit Price*	*350.00*	*500.00*	*5,096.00*
				Amount	350.00	500.00	5,096.00
				Total for Scenario 4	**$6,385.00**	**$10,110.00**	**$9,861.00**

City Clerk's Office Item # M-7

Background Paper for Proposed RESOLUTION

COUNCIL MEETING DATE: April 11, 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 APPOINTING COUNCILOR LARRY ATENCIO TO THE PUEBLO CITY-COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES APPOINTMENT COMMITTEE

SUMMARY:

This Resolution appoints City Council Member Larry Atencio to the Pueblo City-County Library District Board of Trustees Appointment Committee for a term expiring January 31, 2023.

PREVIOUS COUNCIL ACTION:

Resolution No. 14797, section 1, dated January 24, 2022 appointed Lori Winner to the Pueblo City-County Library District Board of Trustees Appointment Committee. Ms. Winner has resigned from this position.

BACKGROUND:

Annual appointments are made assigning a City Council representative to serve on Boards and Commissions where it is either required by legislation that a Council Member be a member, or it has been the policy to have a Council Member serve on a particular Board or Commission. The existing appointee, Lori Winner, has resigned from this position, requiring a new appointment.

FINANCIAL IMPLICATIONS:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council has the option of appointing a member of City Council other than Mr. Atencio to the Board.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:
Proposed Resolution

RESOLUTION NO. 14849

A RESOLUTION APPOINTING COUNCILOR LARRY ATENCIO TO THE PUEBLO CITY-COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES APPOINTMENT COMMITTEE

WHEREAS, on January 24, 2022, City Council confirmed the appointment of Lori Winner to the Pueblo City-County Library District Board of Trustees Appointment Committee for a one-year term expiring January 31, 2023; and

WHEREAS, Councilor Winner has since resigned from this position; NOW, THEREFORE,

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

SECTION 1.

The following individual is hereby appointed to the Pueblo City-County Library District Board of Trustees Appointment Committee of Directors for a term expiring January 31, 2023:

Larry Atencio

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 and City Council.

INTRODUCED April 11, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

City Clerk's Office Item # M-8

Background Paper for Proposed RESOLUTION

COUNCIL MEETING DATE: April 11, 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 FRED BOATWRIGHT AND RICHARD BLAIR TO COMPLETE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2024 ON THE PUEBLO HUMAN RELATIONS COMMISSION

SUMMARY:

This Resolution confirms the appointment by the Mayor of a member to complete a three-year term expiring December 31, 2024 on the Pueblo Human Relations Commission.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Due to the resignations of Heather Black, Aaron Lucero, Sarah Habib, and the term expiration of Laura Wiant, there are four City appointments available on the Pueblo Human Relations Committee.

The application was reviewed by Mayor Gradisar who has appointed Fred Boatwright and Richard Blair to complete terms expiring December 31, 2024.

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. 14850

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF FRED BOATWRIGHT AND RICHARD BLAIR TO COMPLETE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2024 ON THE PUEBLO HUMAN RELATIONS COMMISSION

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Fred Boatwright and Richard Blair to serve on the Pueblo Human Relations Commission, NOW, THEREFORE,

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

SECTION 1.

The appointment by the Mayor of the following individuals to the Pueblo Human Relations Commission to complete a three-year term expiring December 31, 2024 shall be and is hereby confirmed by the City Council:

Fred Boatwright

Richard Blair

SECTION 2.

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

SECTION 3.

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

INTRODUCED April 11, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

city of PUEBLO colorado

PUEBLO HUMAN RELATIONS COMMISSION
Questionnaire



The Pueblo Human Relations Commission is committed to promoting mutual understanding and respect for all citizens and promoting open dialogue for all to participate.

Contact Information

NAME: FRED BOATWRIGHT

HOME ADDRESS: 4741 EAGLERIDGE CIRCLE #106;81008

MAILING ADDRESS: P.O. BOX 8091;81008

PHONE NUMBERS: DAYTIME 719-289-0888 EVENING 719-251-3348

E-MAIL ADDRESS: FREDBOATWRIGHT195@YAHOO.COM

OCCUPATION (or if RETIRED, your previous occupation): NOTARY PUBLIC;

EDUCATION: 3 YEARS COLLEGE; H.S. DIPLOMA- MUSIC MAJOR

Group Representation

Please check the category or categories that best describes your qualifications or interest:

- [x] Religious
- [ ] Racial
- [ ] Gender
- [ ] Sexual Orientation
- [ ] Disabled
- [ ] Ethic
- [x] Generational

Questionnaire

Please complete the following general information. You may use additional paper if needed.

1. Please elaborate on your qualifications or interest of the category or categories you circled above?
   TO SEE CHILDREN ACCELERATE IN THEIR EDUCATION AND MORAL CHARACTER THAT PROMOTES PEACE AND SELF RESPECT FOR THEMSELVES ,TOWARDS OTHERS AND RESPECT TOWARDS ADULTS

2. Why do you want to serve on the Human Relations Commission?
   AS A MENTOR AND AND AS ADVISOR

3. How much time are you willing to devote to fulfill the obligations as a Human Relations Commission Member?
   10 HOURS A WEEK

4. What special accommodations, if any, will you need as a Commission Member? (Translator, Signer, Transportation, etc.)

PRESENTLY A MINISTER IN THE CHURCH COMMUNITY, 20 YEARS OF RELATED CUSTOMER SERVICE TOWARDS VARIOUS GROUPS OF PEOPLE

5. What abilities and skills do you have which can be used as a resource to the Human Relations Commission? Bi-lingual? Signing? Other?

20 YEARS CUSTOMER SERVICE TOWARDS VARIOUS GROUPS OF PEOPLE

6. What are the three most important issues that you feel this Commission can play a role in addressing?

IN TEACHING ADULTS AND CHILDREN TO HAVE SELF RESPECT TOWARDS OTHERS
AND A BRIDGE TO HELP ENCOURAGE MORALS MENTORING PROGRAMS FOR BUSINESS AND FINANCE

7. What do you feel are Pueblo's strengths?

SENSE OF BELONGING TO A DIVERSE COMMUNITY

8. What do you feel are Pueblo's greatest challenges?

THEY NEED MORE POSITIVE WHOLESOME RECREATIONAL PROGRAMS THAT BUILDS MORAL CHARACTER FOR CHILDREN AND YOUNG ADULTS

Please mail your letter of interest, resume, references and/or other pertinent information to:

City Administration
1 City Hall Place
Pueblo, CO 81003

From: noreply@civicplus.com
To: CityAdmin
Subject: [External] Online Form Submittal: PUEBLO HUMAN RELATIONS COMMISSION
Date: Monday, March 28, 2022 12:39:21 PM

External email. Please use caution.

PUEBLO HUMAN RELATIONS COMMISSION

PUEBLO HUMAN RELATIONS COMMISSION
Application for Appointment

The Pueblo Human Relations Commission is committed to promoting mutual understanding and respect for all citizens and promoting open dialogue for all to participate.

Contact Information	
DATE	3/28/2022
FIRST NAME	Richard
Middle Initial	A
LAST NAME	Blair
HOME ADDRESS	2314 Inspiration Lane
CITY	Pueblo
STATE	Colorado
ZIP	81008
HOME PHONE	3033587678
WORK PHONE	3033587678
CELL PHONE	*Field not completed.*
E-MAIL ADDRESS	Blair10895@gmail.com
ARE YOU CURRENTLY EMPLOYED WITH THE CITY OF	No

PUEBLO?	
OCCUPATION (or if RETIRED, your previous occupation)	*Field not completed.*
EDUCATION	Bachelor of Science
Group Representation	
Please check the category or categories that best describes your qualifications or interest:	Gender, Sexual Orientation, Disabled, Ethic, Generational
Questionnaire *Please complete the following general information.*	
Please elaborate on your qualifications for or interest in the category or categories you selected above.	I am privileged to have had a career working in the human services arena. For over 30 years I have help support individuals and their families, many who are disenfranchised from various sectors of our society based on either their age, race, disability, sexual orientation, gender expression, or injection drug use. Over time I've attempted to take the teachings of these groups to heart - each group impacts our community in some form. Many individuals in these groups share a common challenge of accessing medical, oral health and behavioral health care programs and services. Additionally a significant number of the individuals also face economic and social adversities. In addition to my work exposure with disenfranchised populations and the challenges they face, I was fortunate to serve on the Steering committee of the Colorado Springs "Food for Thought" program. This program provided the frame work for bringing individuals from dissimilar groups together once a month over several months, to discuss relevant and timely social and political issues.
Why do you want to serve on the Human Relations Commission?	I wish to serve on the Human Relations Commission to help support the community as an advocate to promote work that brings people together and builds a healthy and prosperous community for all populations. I think it reflects, ultimately, my sense of optimism and belief in a brighter future, and the fact that we have to work toward it.
How much time are you willing to devote to fulfill the obligations as a Human Relations Commission Member?	I am willing to devote several hours each week to assist the commission's work.

What special accommodations, if any, will you need as a Commission Member? (Translator, Signer, Transportation, etc.)	N/A
What abilities and skills do you have which can be used as a resource to the Human Relations Commission? Bi-lingual? Signing? Other?	I believe I have the ability to build trusting relationships and have a true concern for people. I have good written and verbal communication skills and the ability to build strong and successful collaborations and consortiums through process management and planning. I also have the ability, and the want to continue self-learning and exploring the nature and cultures of our communities.
What are the three most important issues that you feel this Commission can play a role in addressing?	1) Bring people together in a safe and nonjudgmental space to address concerns. 2) Provide the City and County agencies, along with the Pueblo community the tools and education to promote cultural awareness between themselves and people from other backgrounds. 3) Promote activities which bring people together to build community harmony.
What do you feel are Pueblo's strengths?	1) Its many people who are willing to volunteer their time and resources to build a better and stronger community. 2) Its rich cultural history 3) Growing business community
What do you feel are Pueblo's greatest challenges?	1) Economic equality 2) Maintaining an environment which provides the education and economic stimulus to keep younger generations in the community. 3) Transportation Options 4) The rise of political, social and cultural polarization
(Section Break)	
Upload resume, references and/or other pertinent information	*Field not completed.*

Email not displaying correctly? View it in your browser.

City Clerk's Office Item # M-9

Background Paper for Proposed RESOLUTION

COUNCIL MEETING DATE: April 11, 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 MICHAEL RILEY TO COMPLETE A FOUR-YEAR TERM EXPIRING AUGUST 1, 2025 ON THE HONOR FARM ENTERPRISE CITIZENS ADVISORY BOARD

SUMMARY:

This Resolution confirms the appointment by the Mayor of a member to complete a four-year term expiring August 1, 2025 on the Honor Farm Enterprise Citizens Advisory Board.

PREVIOUS COUNCIL ACTION:

City Council has made appointments to the Honor Farm Enterprise Citizens Advisory Board 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 resignation of Stephen Worley there is one appointment available to complete a four year term expiring August 1, 2025 on the Honor Farm Enterprise Citizens Advisory Board.

The applications were reviewed by Mayor Gradisar who has appointed Michael Riley.

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. 14851

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF MICHAEL RILEY TO COMPLETE A FOUR-YEAR TERM EXPIRING AUGUST 1, 2025 ON THE HONOR FARM ENTERPRISE CITIZENS ADVISORY BOARD

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Michael Riley to serve on the Honor Farm Enterprise Citizens Advisory Board, 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 Honor Farm Enterprise Citizens Advisory Board to complete a four-year term expiring August 1, 2025 shall be and is hereby confirmed by the City Council:

Michael Riley

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 April 11, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

From: noreply@civicplus.com
To: CityAdmin
Subject: [External] Online Form Submittal: HONOR FARM ENTERPRISE CITIZENS ADVISORY BOARD
Date: Thursday, March 24, 2022 8:47:47 AM

External email. Please use caution.

HONOR FARM ENTERPRISE CITIZENS ADVISORY BOARD

HONOR FARM ENTERPRISE CITIZENS ADVISORY BOARD
Application for Appointment

Contact Information	
DATE	3/24/2022
FIRST NAME	Michael
Middle Initial	S
LAST NAME	Riley
HOME ADDRESS	161 Baxter Road
CITY	Pueblo
STATE	CO
ZIP	81006
HOME PHONE	719-671-6188
WORK PHONE	*Field not completed.*
CELL PHONE	719-671-6188
E-MAIL ADDRESS	riley768@comcast.net
ARE YOU CURRENTLY EMPLOYED WITH THE CITY OF PUEBLO?	No
OCCUPATION (or if RETIRED, your previous occupation)	Executive Director of Southern Colorado Youth Development

Group Representation

Please select no more than TWO of the categories below according to what areas YOU would represent as a member of this board.	Racing, Off-Highway Motorized Vehicle Recreation

Questionnaire
Please complete the following general information.

Please elaborate on your qualifications for or interest in the category or categories you selected above.	I operate the National Youth Project Using Minibikes at Pueblo Motorsports Park. I have been on this board previously and was an active member when on the board. I have a vested interest to see the Honor Farm property become successful and grow in order to help our community. I have 7 years of executive director business and over 10 years of busness management experience.
Why do you want to serve on the Honor Farm Enterprise Citizens Advisory Board?	I want to see the Honor Farm build on it's continued success and become an area for families in our community to enjoy and experience the thrill of different types of racing. I want to be a part of the board to help in any way that I can to ensure the continued success of the motorsports park and surrounding areas.
What goals would you like to see this Board accomplish?	I would like to see the board work to better the Honor Farm Park and accomplish the vision that is shared through all of the management groups on the property. I would like to see the increased exposure of activities being held at the motorsports park that will lead to a more positive community space. Through the oversight of the board I would like to see increased support to those who manage the different areas at the Honor Farm Property.
List any other civil or Community Commissions or Boards that you currently serve on.	None at this time
List any other information that might be useful in consideration for your appointment to this Board.	I have lived in Pueblo for 22 years and have enjoyed many hours at the Honor Farm space. I feel that this area is a diamond for Pueblo and with the right support and direction it con build on the successes. I feel that I would be a good addition to the board in that I am dependable and I am also a team player when it comes to being on a board. I want to work with other to see what they envision for the Honor Farm space and put to work whatever is necessary to accomplish that.

(Section Break)

Upload resume, references and/or other pertinent information	Michael S. Riley Resume 2022.pdf

Email not displaying correctly? View it in your browser.

Michael S. Riley, MSW

161 Baxter Road
Pueblo, Colorado 81006

(719) 671-6188
riley768@comcast.net

MSW with 8+ years of experience in serving the community, resolving conflicts, providing guidance for those in need. Dedicated to dealing in domestic violence, family, adolescent and children's needs.

PROFESSIONAL EXPERIENCE

SOUTHERN COLORADO YOUTH DEVELOPMENT, Pueblo, CO

Executive Director, May 2015 – Present

- Ensures the operational growth of SCYD through program expansion, volunteer recruitment and retention, new site development, collaborations.
- Identifies potential areas for cooperative programming to accomplish SCYD goals and works with staff to develop and implement programs.
- Fosters a climate of innovation to develop client-focused programs and leads staff in the planning, development and implementation of new program initiatives and activities
- Monitors monthly financial report and oversees daily financials for organization to assure that spending is in accordance with grant requirements
- Provides reports to committees, the Board of Directors, and case managers
- Implements and oversees program evaluation systems to ensure consistency with SCYD's cause and standards
- Skill in organizational leadership, building strong working relationships
- Grant writing
- Collaborations with other agencies and companies in the local community
- Marketing, strategic planning and other fundraising and outreach activities

PUEBLO DIVERSIFIED INDUSTRIES, Pueblo, CO

Vocational Support Specialist, September 2021 – Present

- Teach job skills to prepare individuals with disabilities for community employme nt
- Explore the interests and abilities of individuals with disabilities regarding emplo yment
- Solicit local businesses for community-based situations assessment
- Complete job exploration opportunities for individuals with disabilities receiving prevocational services and assist in the completion of referrals to DVR
- Conduct employment searches and help complete applications for employment w ith and for individuals with disabilities.
- Provide transport and support for job exploration and volunteer opportunities for individuals with disabilities.
- Accompany people served to employment interviews, provide coaching and supp ort for employment interviews, complete time, and accurate documentation of pa rticipation, progress and outcomes.

KIDS CROSSING, Pueblo, CO

Family Preservation Specialist and Therapist, November 2016 – August 2017

- Completing in home intakes and evaluation
- Evaluating and providing treatment planning and crisis intervention for families
- Develop programs for families to improve overall well-being
- Assist families by both mediating and mentoring them through traumatic episodes
- Implement successful ongoing care and termination for families

BOONE GUEST HOME, Pueblo, CO

Oversight Manager, September 2013 – May 2015

- Carried out human resource duties, such as hiring, termination, write ups, and evaluations
- Managed four group homes, conducted inspections on homes ensuring safe living environments
- Attended client staffing's, court appearances, and other client meetings
- Advocated for clients in many different settings
- Explore the interests and abilities of individuals with disabilities regarding employment
- Complete job exploration opportunities for individuals with disabilities receiving prevocational services and assist in the completion of referrals to DVR
- Conduct employment searches and help complete applications for employment with and for individuals with disabilities.
- Provide employment coaching during each assigned individual's hours of employment and complete timely, and accurate documentation of participation and progress.
- Reviewed client files and made sure all appointments and medications were kept current and up to date.

EDUCATION

NEWMAN UNIVERSITY, COLORADO SPRINGS, CO

Master of Social Work, May 2017

COLORADO STATE UNIVERSITY-PUEBLO, PUEBLO, CO

Bachelor of Social Work, May 2014

PUEBLO COMMUNITY COLLEGE, PUEBLO, CO

Associates of Science, May 2007

PROFESSIONAL TRAINING

HeartMath Certified Mentor

HeartMath Building Personal Resilience Certification Training, April 2021-June 2021

Packard Foundation Leadership Training

Executive Director Leadership Training, February 2018-October 2018

Colorado Health Foundation Leadership on the Ground

Center for Creative Leadership, February 2019-June 2019

Lymbic Legacy Training

Limbic Legacy Institute, December 2014

ACRE Certificate of completion with a Customized Employment Emphasis

Mark, Golden, and Associates, March 2022

AREAS OF EXPERTISE

- Project Management
- Special Events Planning
- Budget Development and Management
- Community Collaborations
- Fundraising and Marketing
- Leadership and organizational skills
- Strategic Planning and Leadership
- Organizational Design and Development Project Planning/Execution
- Continuous Improvement of Operational Processes/Standards
- Negotiation, Persuasion, and Communication

LICENSURE

Unlicensed Psychotherapist *expires August 202*

City Clerk's Office Item # M-10

Background Paper for Proposed RESOLUTION

COUNCIL MEETING DATE: April 11, 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 GARY MICHELI TO SERVE A THREE-YEAR TERM EXPIRING APRIL 1, 2025 ON THE FIRE BOARD OF APPEALS

SUMMARY:

This Resolution confirms the appointment by the Mayor of a member to serve a three-year term expiring April 1, 2025 on the Fire Board of Appeals.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Due to the term expiration of Board Member Gary Micheli, there is one appointment available to serve a three-year term expiring April 1, 2025 on the Fire Board of Appeals.

Following an advertisement in the *Pueblo Chieftain,* social media, and an announcement on the City's webpage seeking volunteers to serve on this Board, one new application was received from Gary Micheli.

Incumbent Gary Micheli stated he would like to be considered for reappointment due to the lack of applicants. The application was reviewed by Mayor Gradisar and his recommendation is to appoint Gary Micheli.

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. 14852

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF GARY MICHELI TO SERVE A THREE-YEAR TERM EXPIRING APRIL 1, 2025 ON THE FIRE BOARD OF APPEALS

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Gary Micheli to serve on the Fire Board of Appeals, 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 Fire Board of Appeals to serve a three-year term expiring April 1, 2025 shall be and is hereby confirmed by the City Council:

Gary Micheli

SECTION 2.

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

SECTION 3.

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

INTRODUCED April 11, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

From: noreply@civicplus.com
To: CityAdmin
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Saturday, March 19, 2022 7:31:23 PM

External email. Please use caution.

BOARDS & COMMISSIONS Application

	BOARDS & COMMISSIONS Application for Appointment
	(Section Break)
DATE	3/19/2022
BOARD OR COMMISSION	Fire Board of Appeals
Contact Information	
FIRST NAME	Gary
LAST NAME	M Micheli
HOME ADDRESS	4506 Ridge Dr
CITY	CO
STATE	Pueblo
ZIP	81008
OFFICE ADDRESS	4506 Ridge Dr
CITY	Pueblo
STATE	CO
ZIP	81008
DAYTIME PHONE	7198211273
E-MAIL ADDRESS	gmmpf@hotmail.com
ARE YOU CURRENTLY EMPLOYED WITH	NO

THE CITY OF PUEBLO?	
OCCUPATION (or if RETIRED, your previous occupation)	Fire Inspector
Questionnaire *Please complete the following general information.*	
1. Please list your areas of accomplishments that you feel could assist the mission of this Board or Commission.	Please view my original application.
2. Why are you interested in being appointed to this Board or Commission?	SAA
3. What Goals would you like to see this Board or Commission accomplish?	SAA
4. List any other items that might be useful in consideration for your appointment to this Board or Commission.	*Field not completed.*
(Section Break)	
Upload résumé, references and/or other pertinent information	*Field not completed.*

Email not displaying correctly? View it in your browser.

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 APRIL 11, 2022

SUMMARY:

This Resolution adopts the Standard Construction Specifications and Standard Details for the City of Pueblo, Colorado, dated April 11, 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 April 11, 2022.

RESOLUTION NO. 14853

A RESOLUTION ADOPTING AND APPROVING STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS FOR THE CITY OF PUEBLO, COLORADO DATED APRIL 11, 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 April 11, 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: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

PASSED AND APPROVED: April 11, 2022

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: APRIL 11, 2022

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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.

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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

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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.

If concrete placement is performed when the temperatures are below or are projected to fall below 15°F for more than 24 hours, 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 recompact ion 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.

Additional 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.

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 has been previously disturbed by construction activity, 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.

If requested by the Contractor and/or Developer, and written permission is granted by the Director of Public Works, backfill for utility trenches may be consolidated using water induced settlement techniques (i.e., jetting/puddling/ponding). 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 and/or 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 within this Article shall apply

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.

Additional 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.

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.

For overlays the material shall be placed in a maximum compacted thickness of 3” and a minimum compacted thickness of twice the diameter of the aggregate unless otherwise directed by the Engineer.

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. Additional 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.

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.

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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 Director of Public Works, 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
0º	0.10' *
Between 0º & 45º	0.20'
45º to 90º	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.

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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. Deviations from this requirement must be approved in writing by the Director of Stormwater and the Director of Public Works. In no instance will a patch of the break or a repair sleeve in the stormwater pipe 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.

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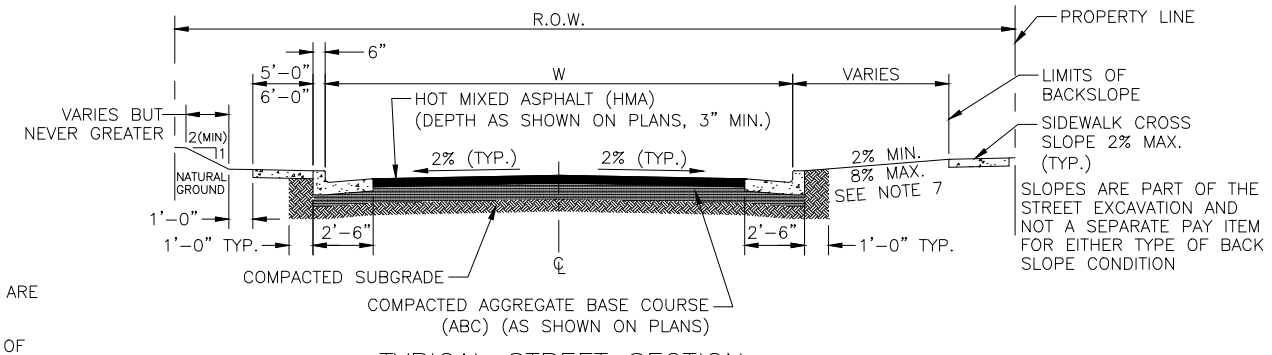
NOTE: R.O.W. WIDTH AND DIMENSION "W" TO BE SHOWN ON THE PLANS



TYPICAL STREET SECTION
NO SCALE

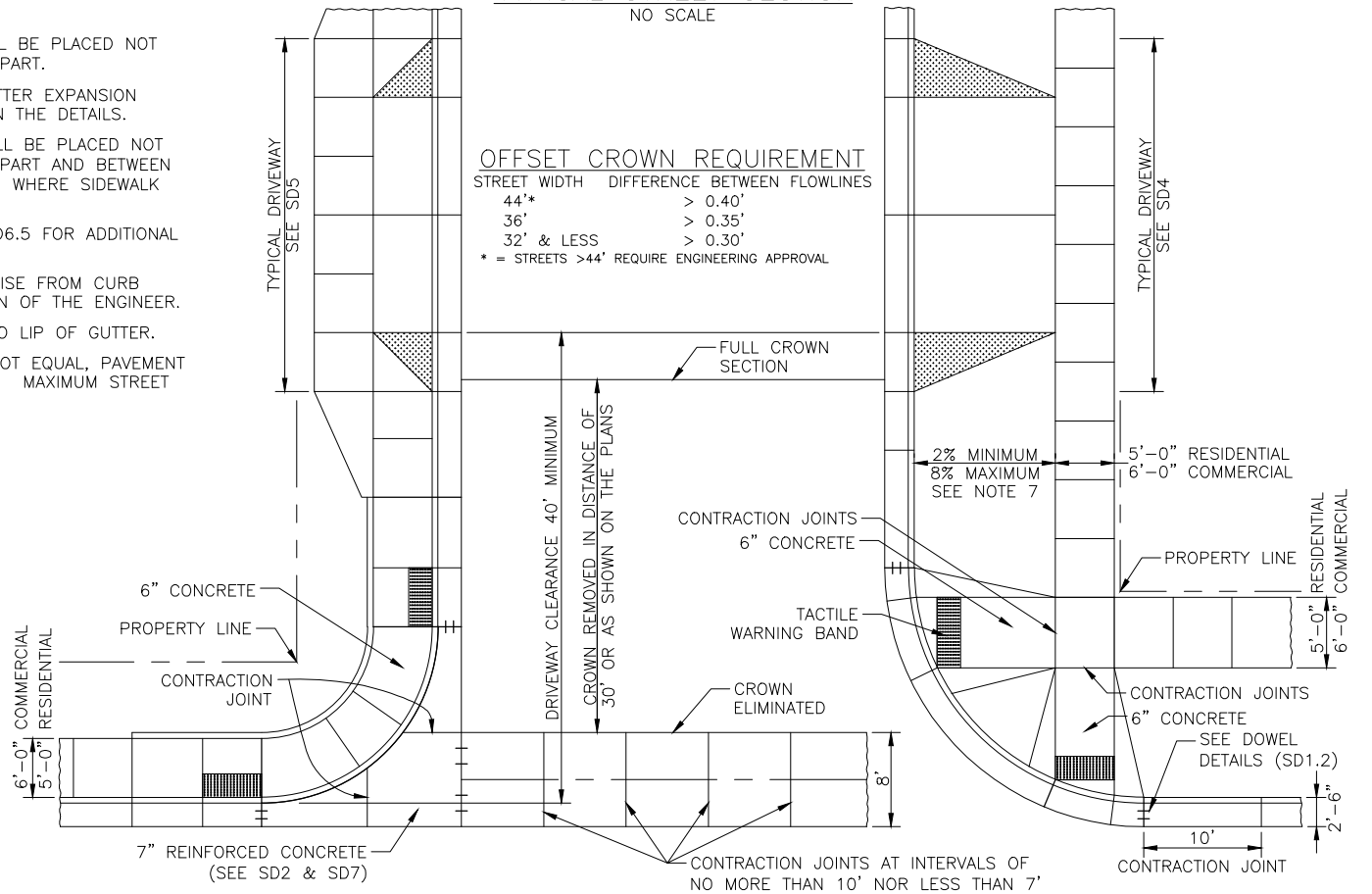
NOTES:

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

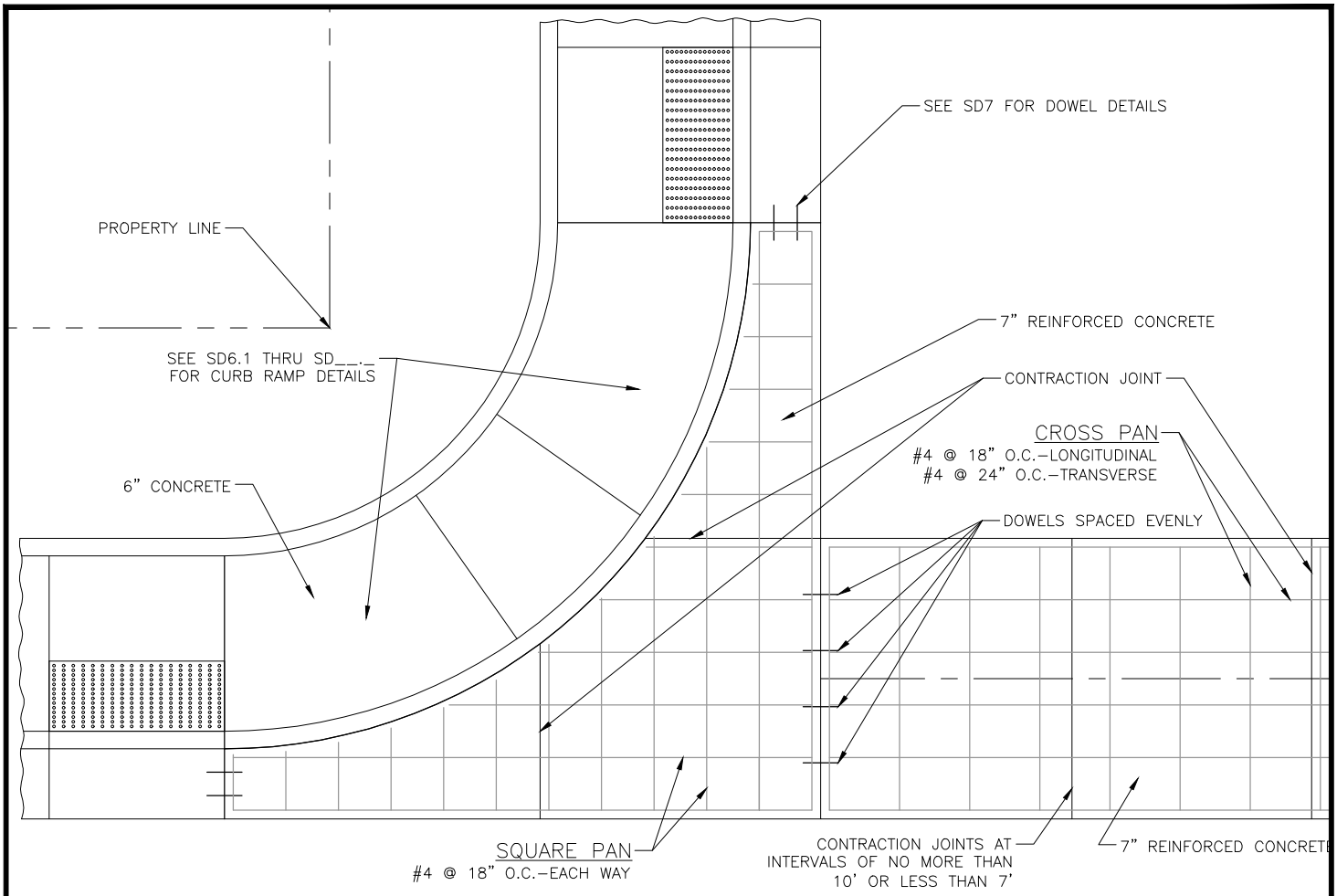
TYPICAL STREET INTERSECTION

SD1

PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION
211 EAST "D" ST. PUEBLO, CO 81003
(719) 553-2295 PHONE

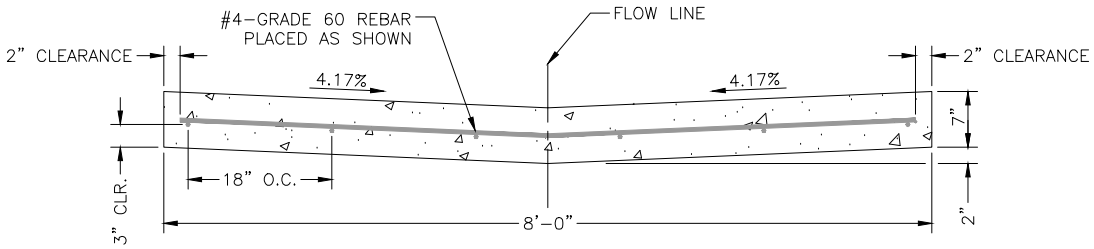
DRAWN BY: JM
CHECKED BY: MT
APPROVED BY: CR

REVISION	01/01/2021



PLAN OF TYPICAL SQUARE PAN & CROSS PAN

SCALE: 1"=5'



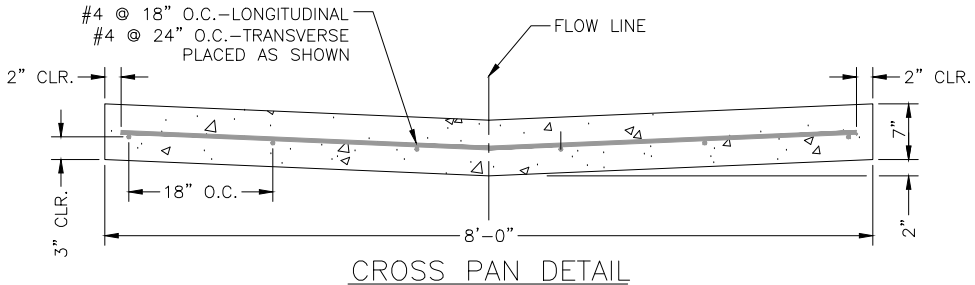
CROSS PAN X–SECTION DETAIL

SCALE:1"=2'

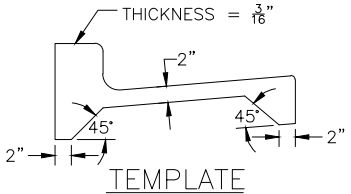
NOTES:

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.

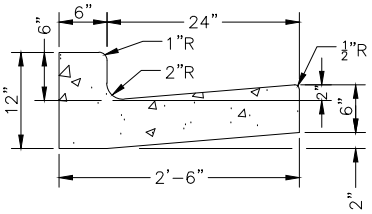
01/01/2021 REVISION	city of PUEBLO colorado	**SQUARE PAN & CROSS PAN DETAIL** PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SD1.2 DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR



CROSS PAN DETAIL
SCALE: 1"=2'–0"



TEMPLATE
SCALE: 1"=2'–0"



STANDARD CURB & GUTTER
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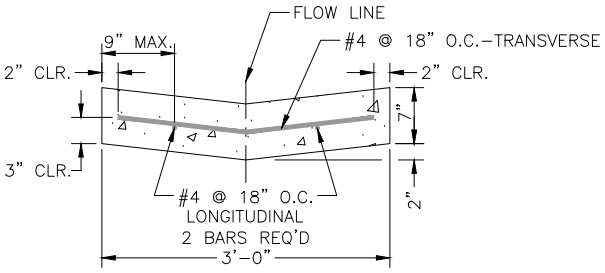
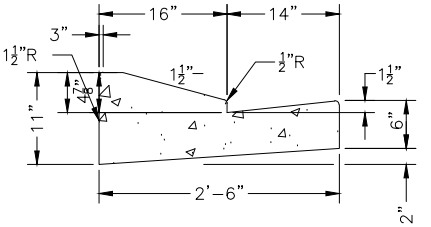
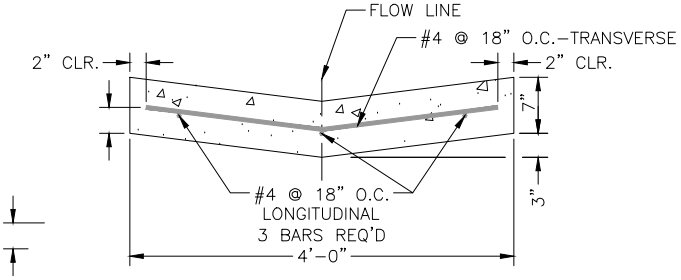
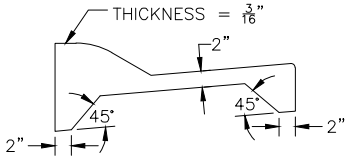


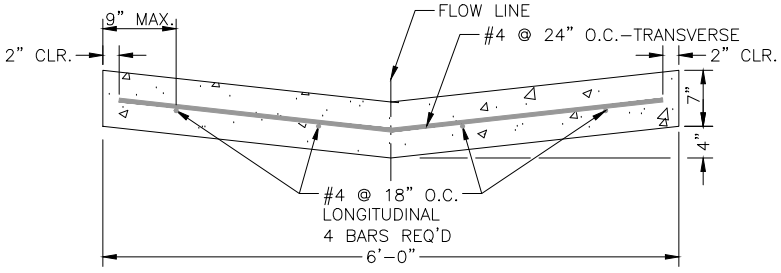


MODIFIED RAMP CURB & GUTTER
SCALE: 1"=2'–0"

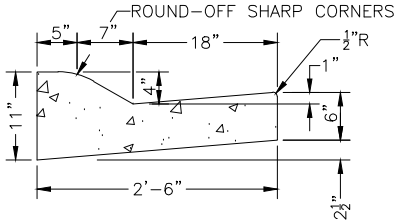




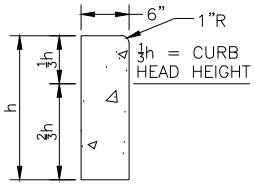
TEMPLATE
SCALE: 1"=2'–0"



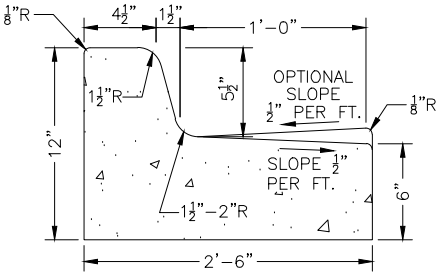
DOUBLE GUTTER DETAILS
SCALE: 1"=2'–0"



ROLLED CURB & GUTTER
SCALE: 1"=2'–0"



6" CURB HEAD
SCALE: 1"=2'–0"

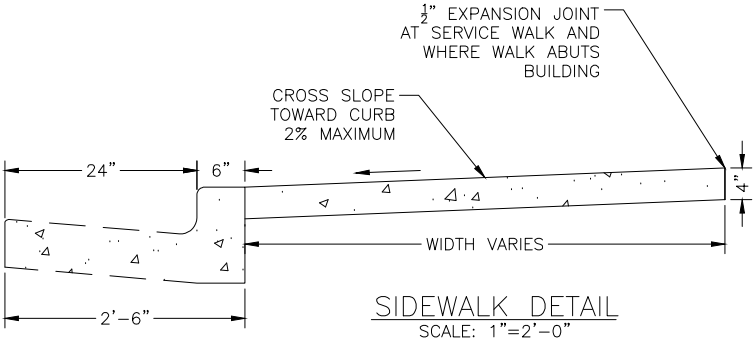


CURB & GUTTER TYPE 2
SECT. 1–B
SCALE: 1"=1'–0"

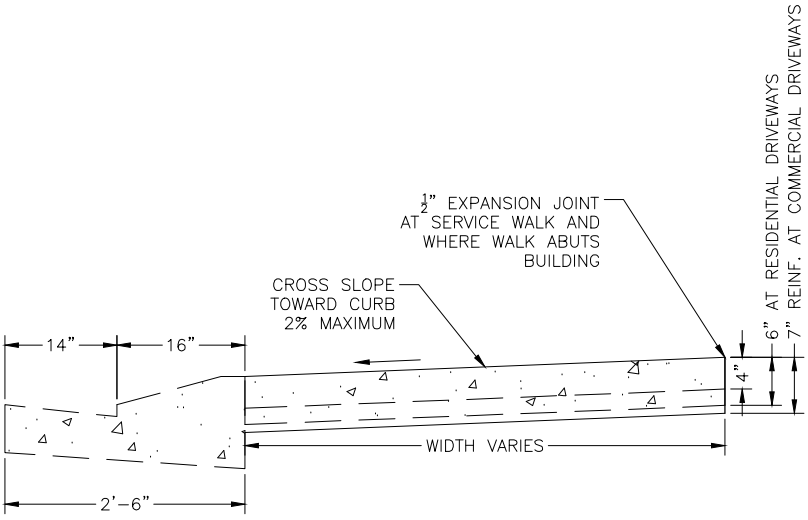
NOTES:

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"

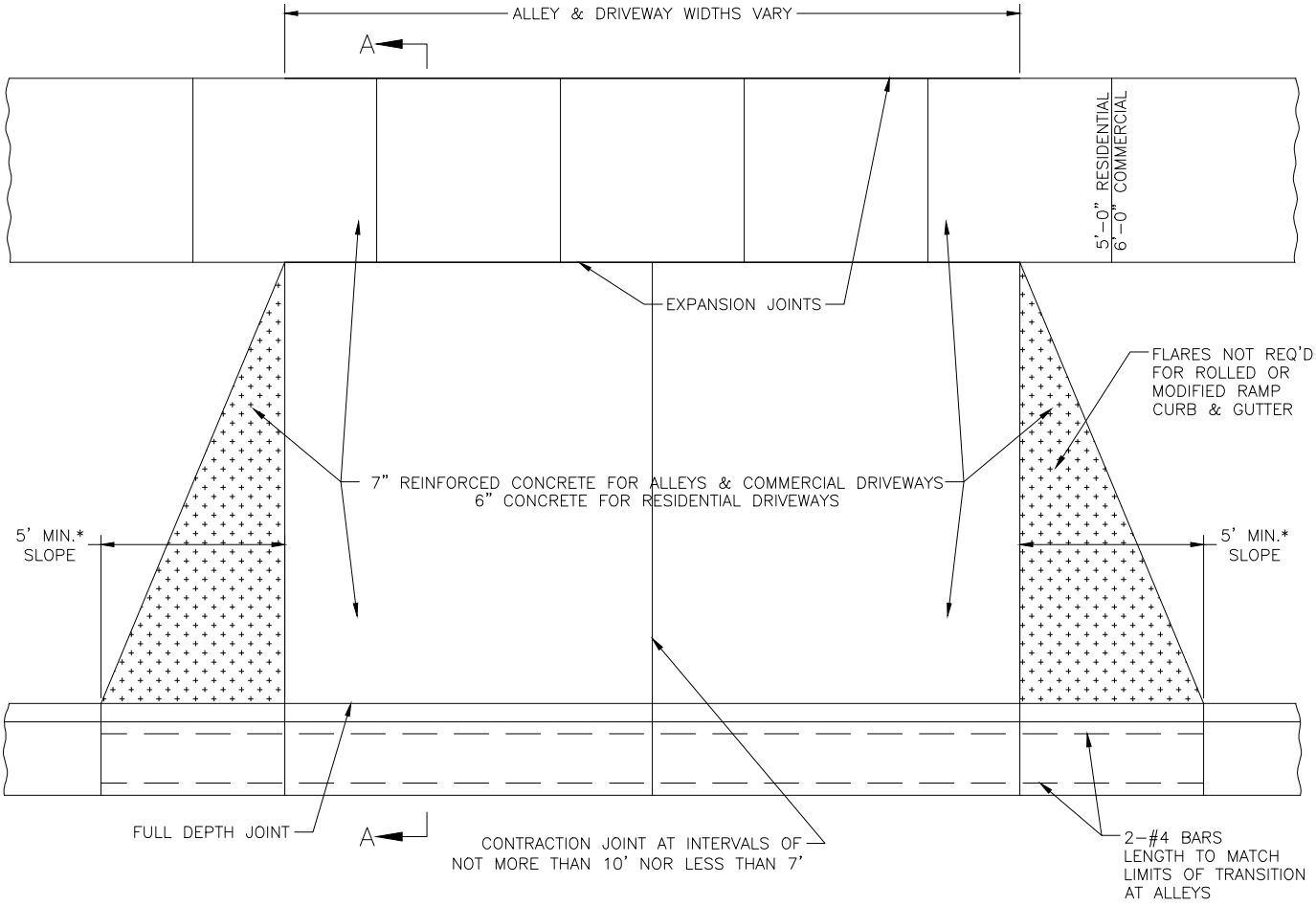


SIDEWALK DETAIL
SCALE: 1"=2'-0"

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.

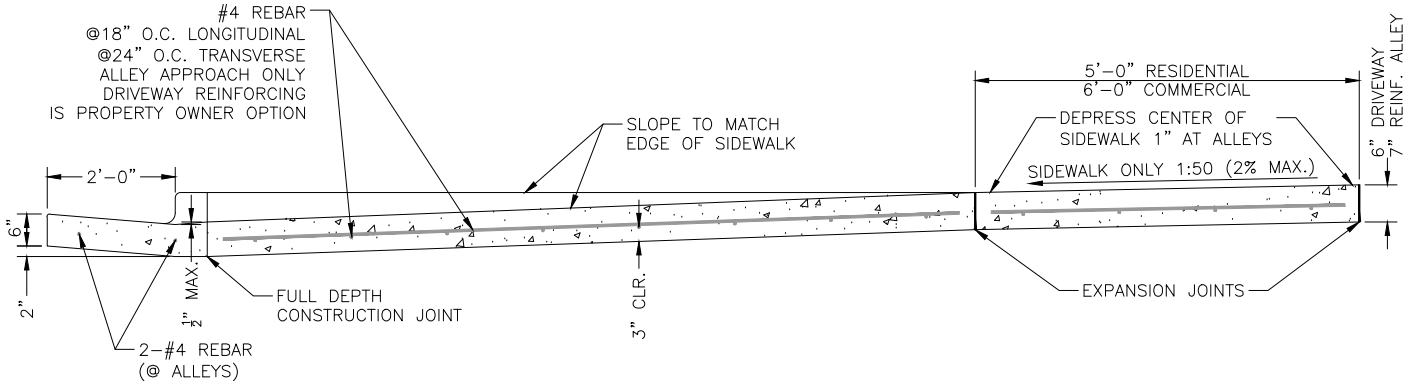
01/01/2021 REVISION	city of PUEBLO colorado	**ATTACHED SIDEWALK DETAILS**	SD3
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR



PLAN OF TYPICAL ALLEY APPROACH & DRIVEWAY DETAIL FOR SETBACK SIDEWALK

SCALE: 1"=5'-0"

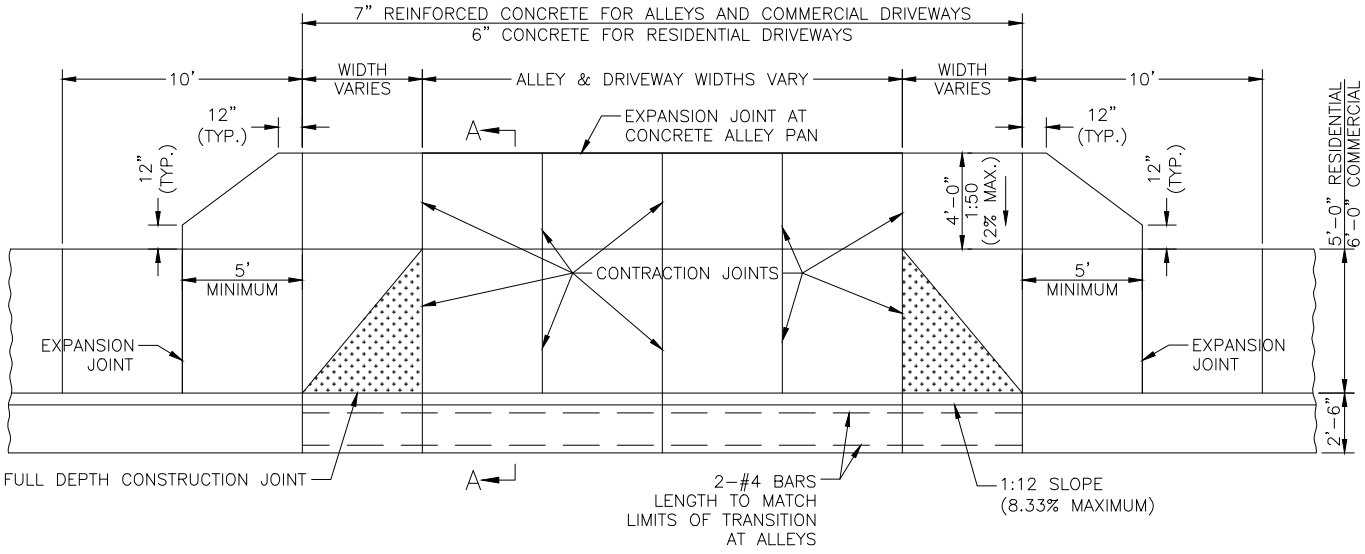
NOTE:
* – MAY BE REDUCED WITH PERMISSION (2' MIN.)
(NOT REQUIRED AT TYPE 2 RAMP CURB)



SECTION A–A – ALLEY & DRIVEWAY GUTTER DETAIL

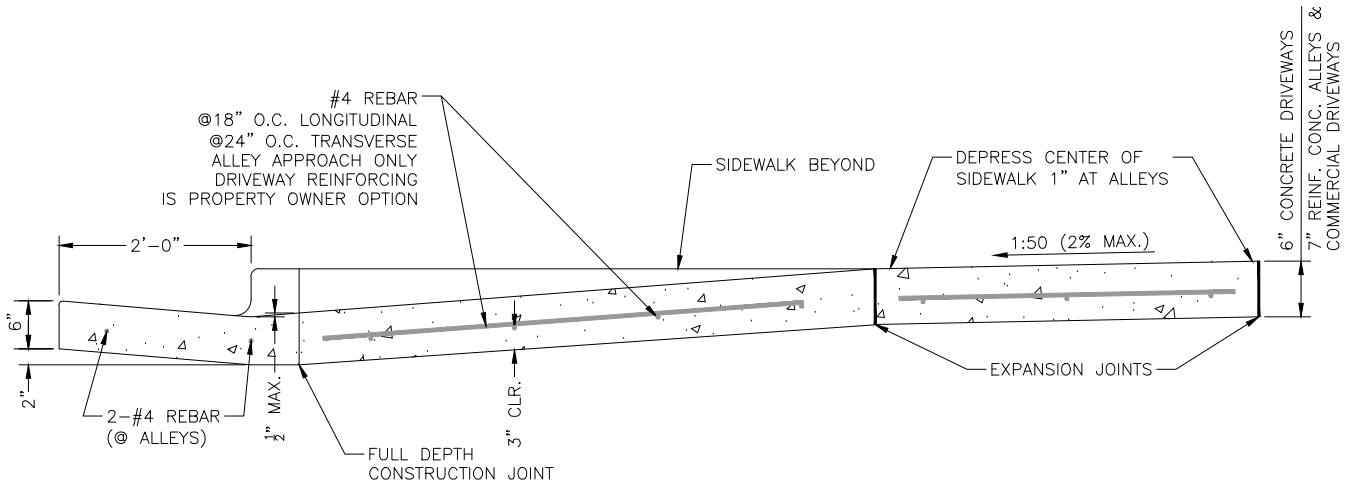
SCALE: 1"=3'-0"

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

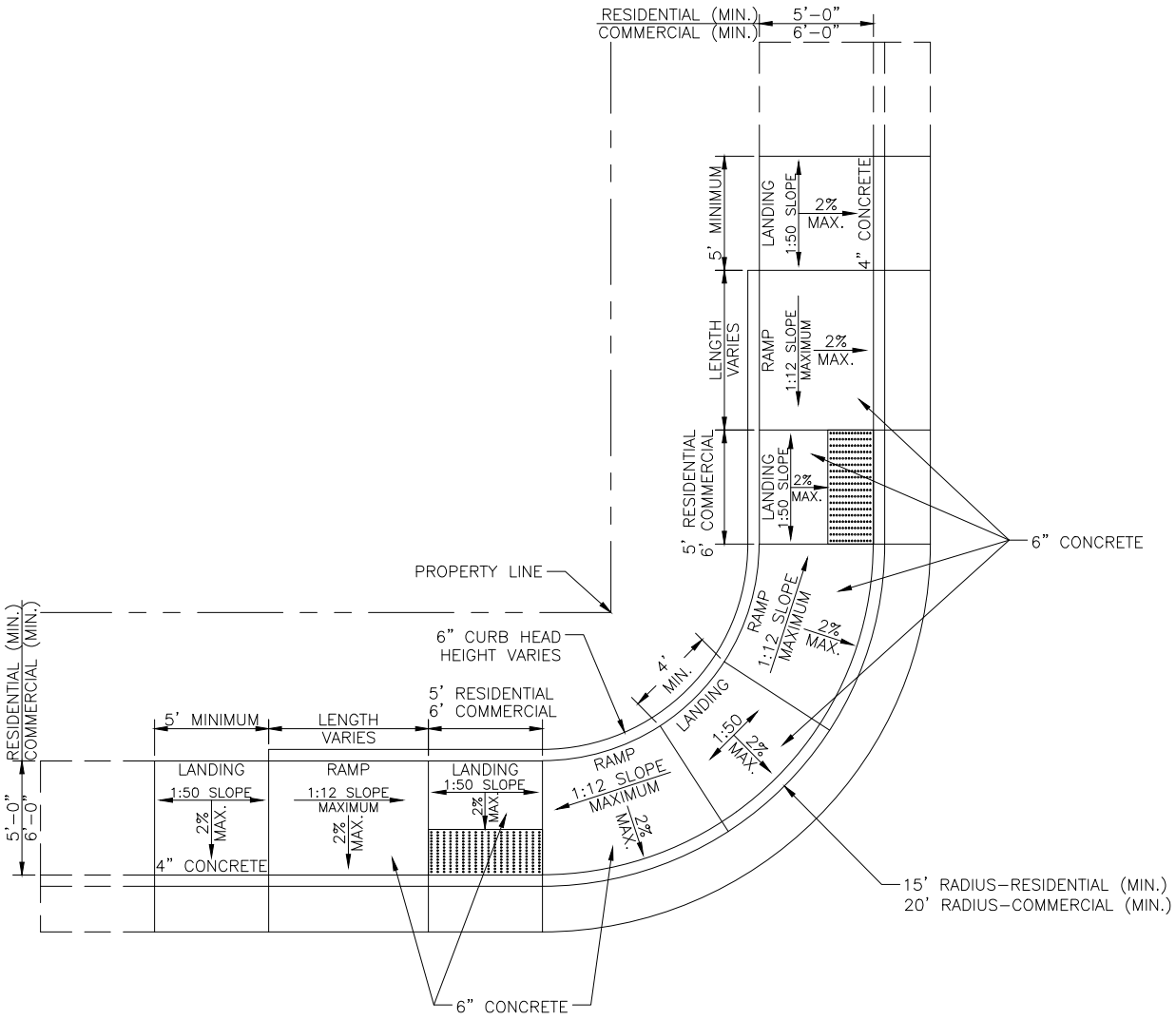
SCALE: 1"=8'-0"



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

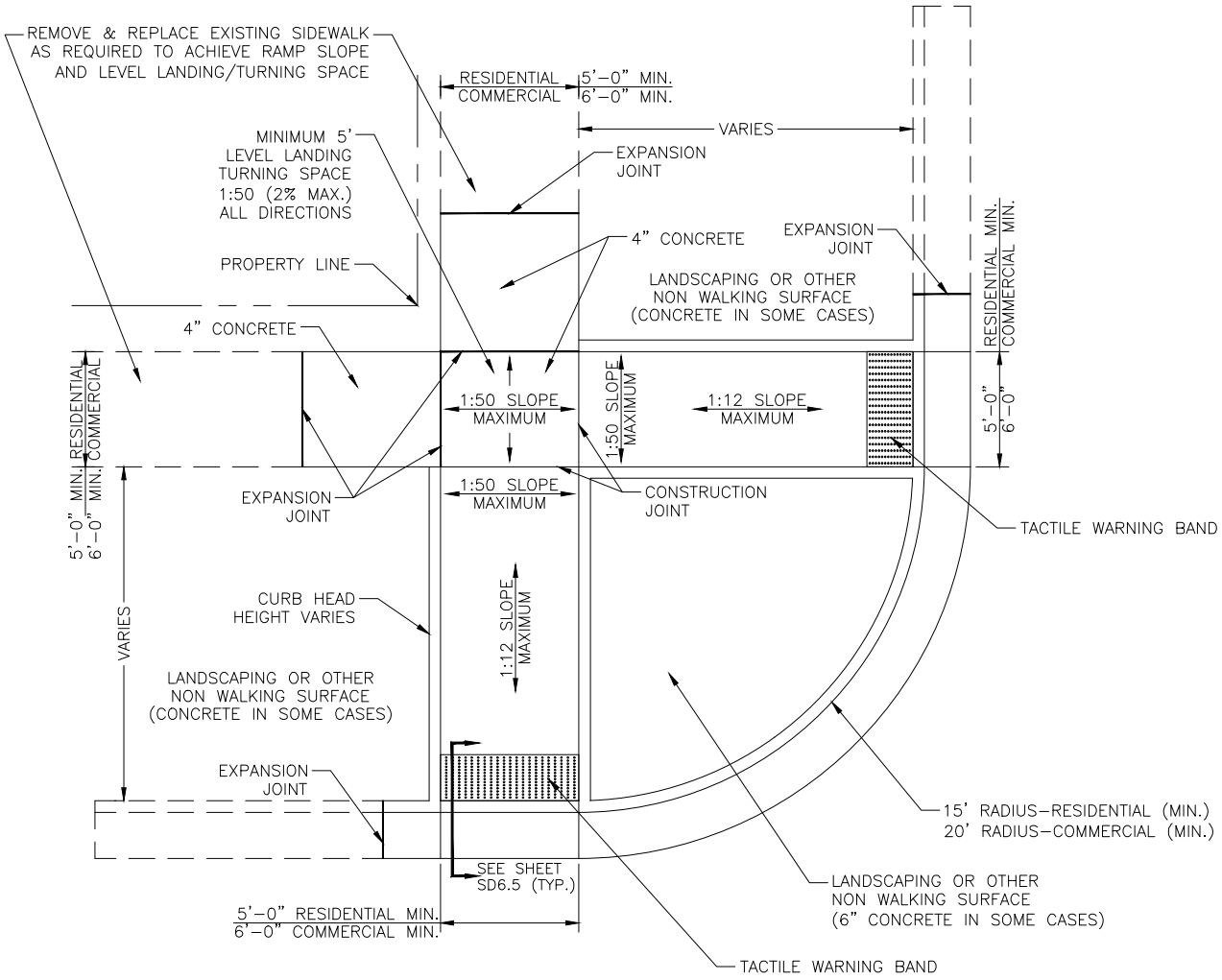


TYPE A RAMP

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

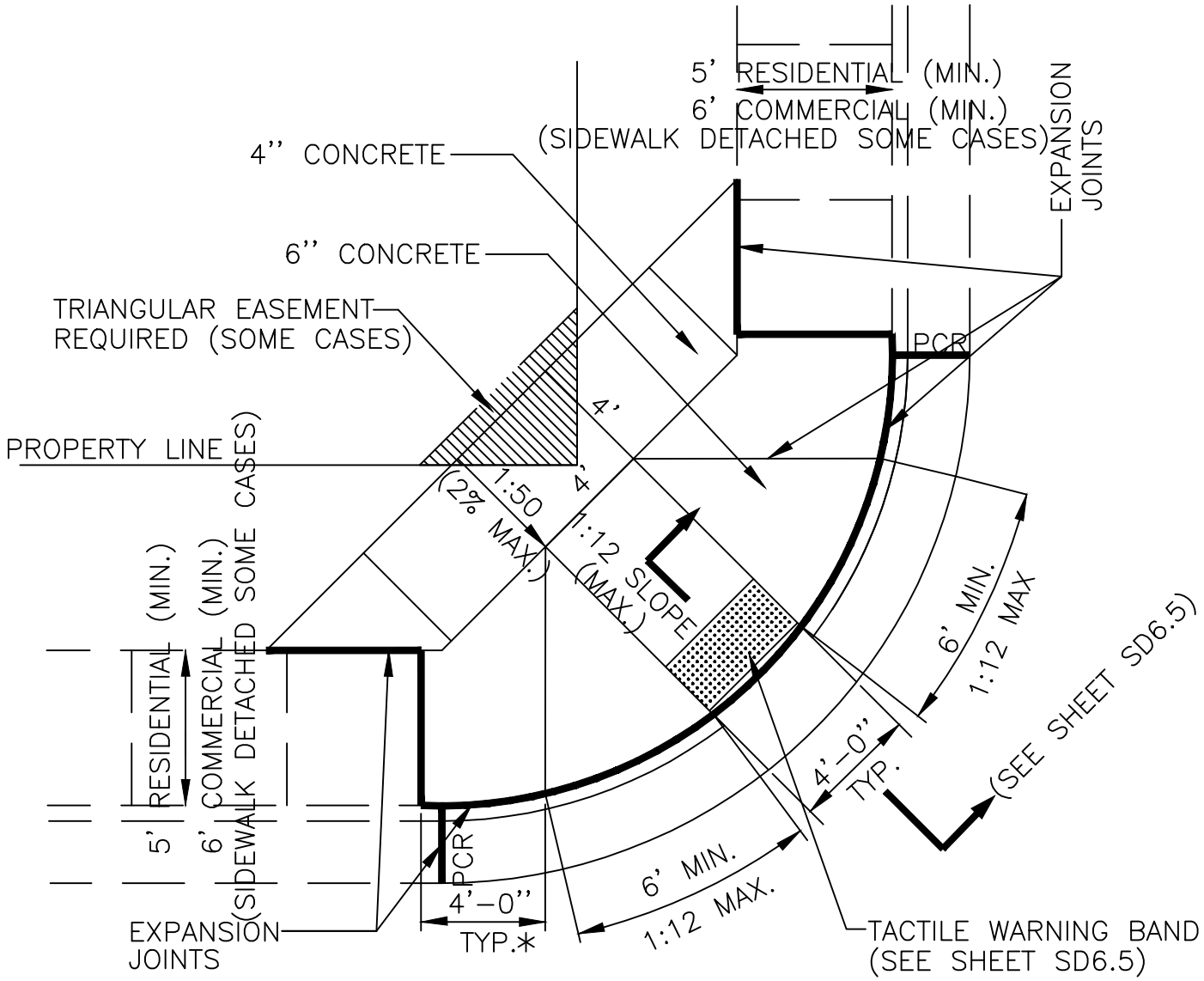


TYPE B RAMP

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:

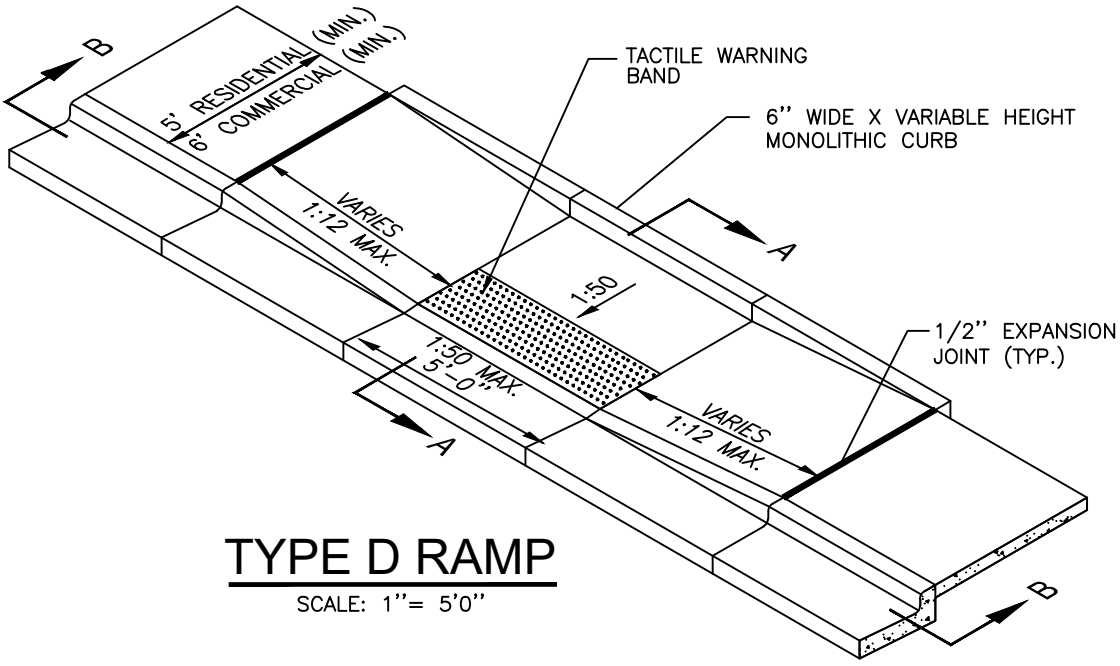
ALL CURB RAMPS SHALL BE CONSTRUCTED TO CONFORM TO THE APPLICABLE PROVISIONS OF APPENDIX A OF 28 CFR PART 36 (ADAAG) LATEST EDITION

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.

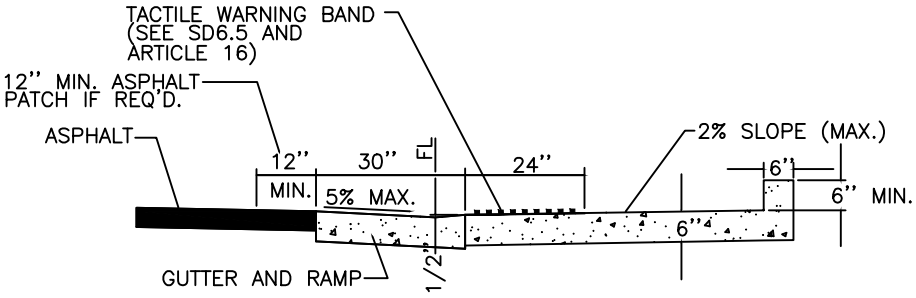
THE FLOWLINE GRADIENT AT THE GUTTER, THE ENTIRE WIDTH OF EACH RAMP, SHALL NOT EXCEED 2.00%

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



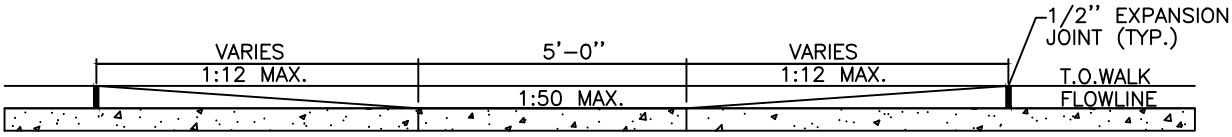
TYPE D RAMP

SCALE: 1"= 5'0"



SECTION A-A

SCALE: 1"= 3'-0"



SECTION B-B

SCALE: 1"=4'-0"

NOTES:

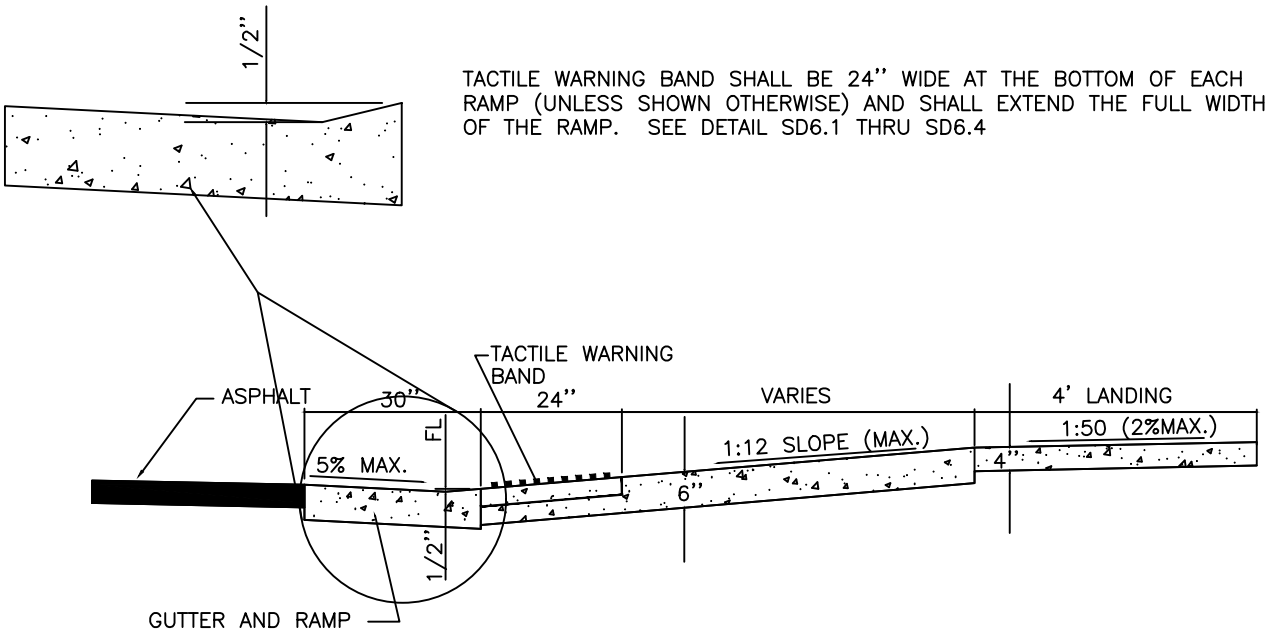
ALL CURB RAMPS SHALL BE CONSTRUCTED TO CONFORM TO THE APPLICABLE PROVISIONS OF APPENDIX A OF 28 CFR PART 36 (ADAAG) LATEST EDITION

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



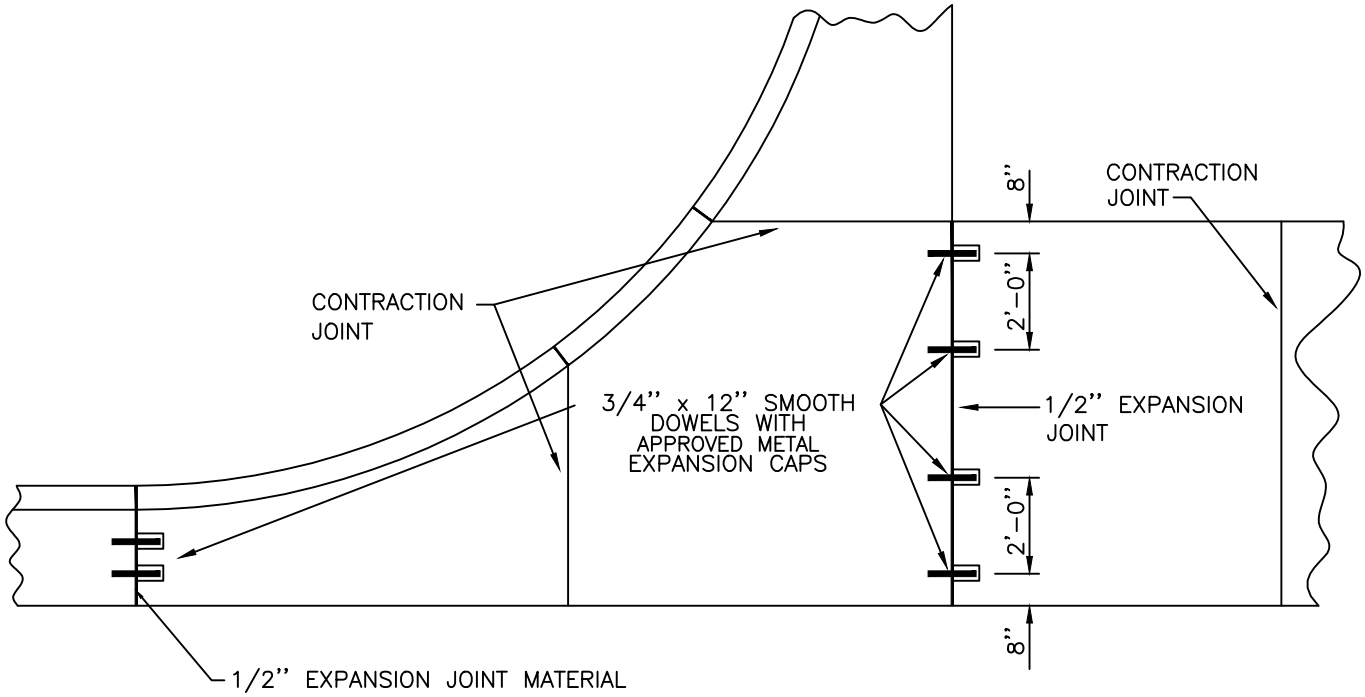
SECTION A-A - (TACTILE WARNING BAND)

N.T.S.

NOTE:

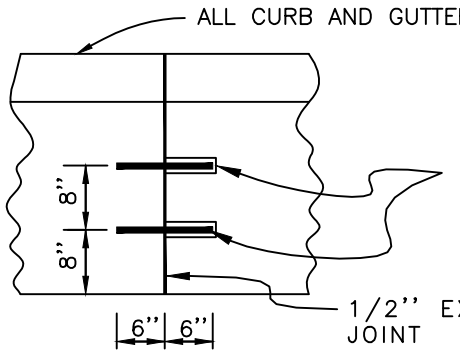
TACTILE WARNING BAND MATERIAL SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.

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



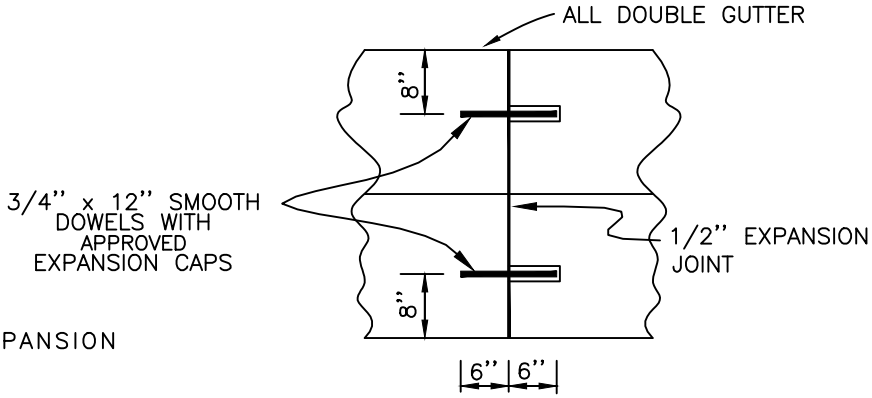
SQUARE PAN AND CONCRETE DIP

SCALE: 1'' = 4'-0''



CURB AND GUTTER

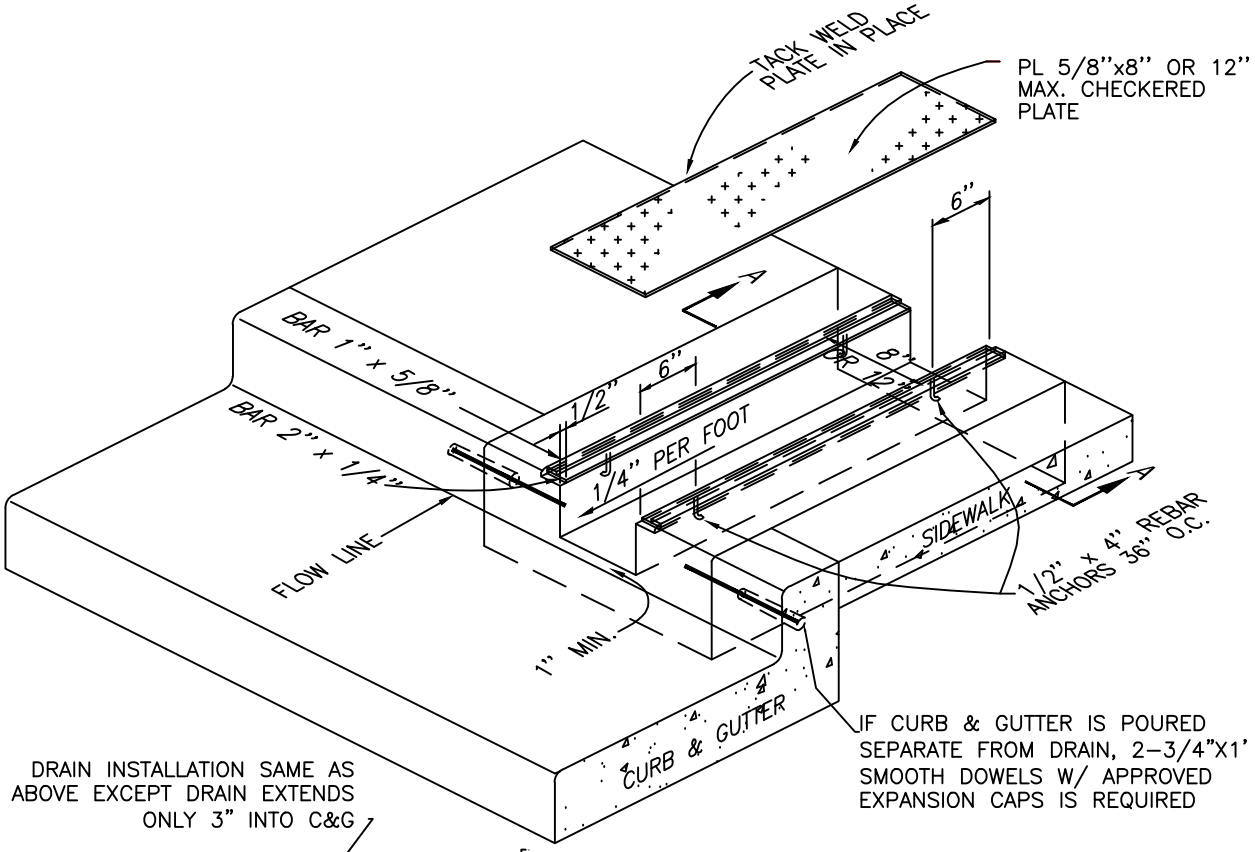
SCALE: 1'' = 2'-0''



DOUBLE GUTTER

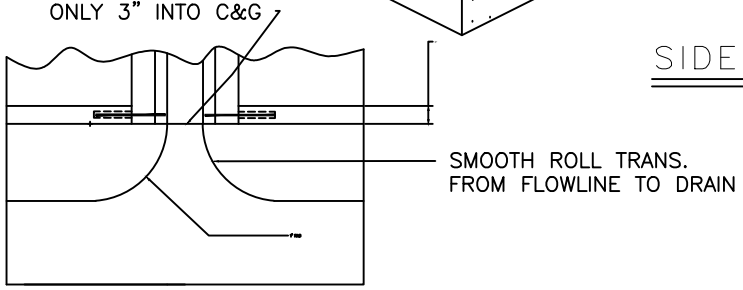
SCALE: 1'' = 2'-0''

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



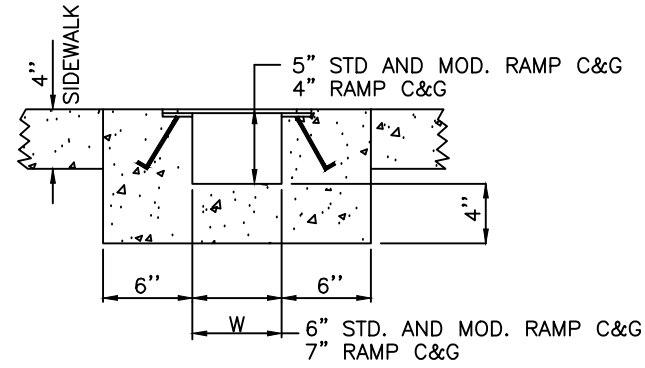
SIDEWALK DRAIN

NO SCALE



MODIFIED RAMP TRANSITION

NOT TO SCALE



FOR "W" > 12", SEE DETAIL SD8.1

SECTION A–A

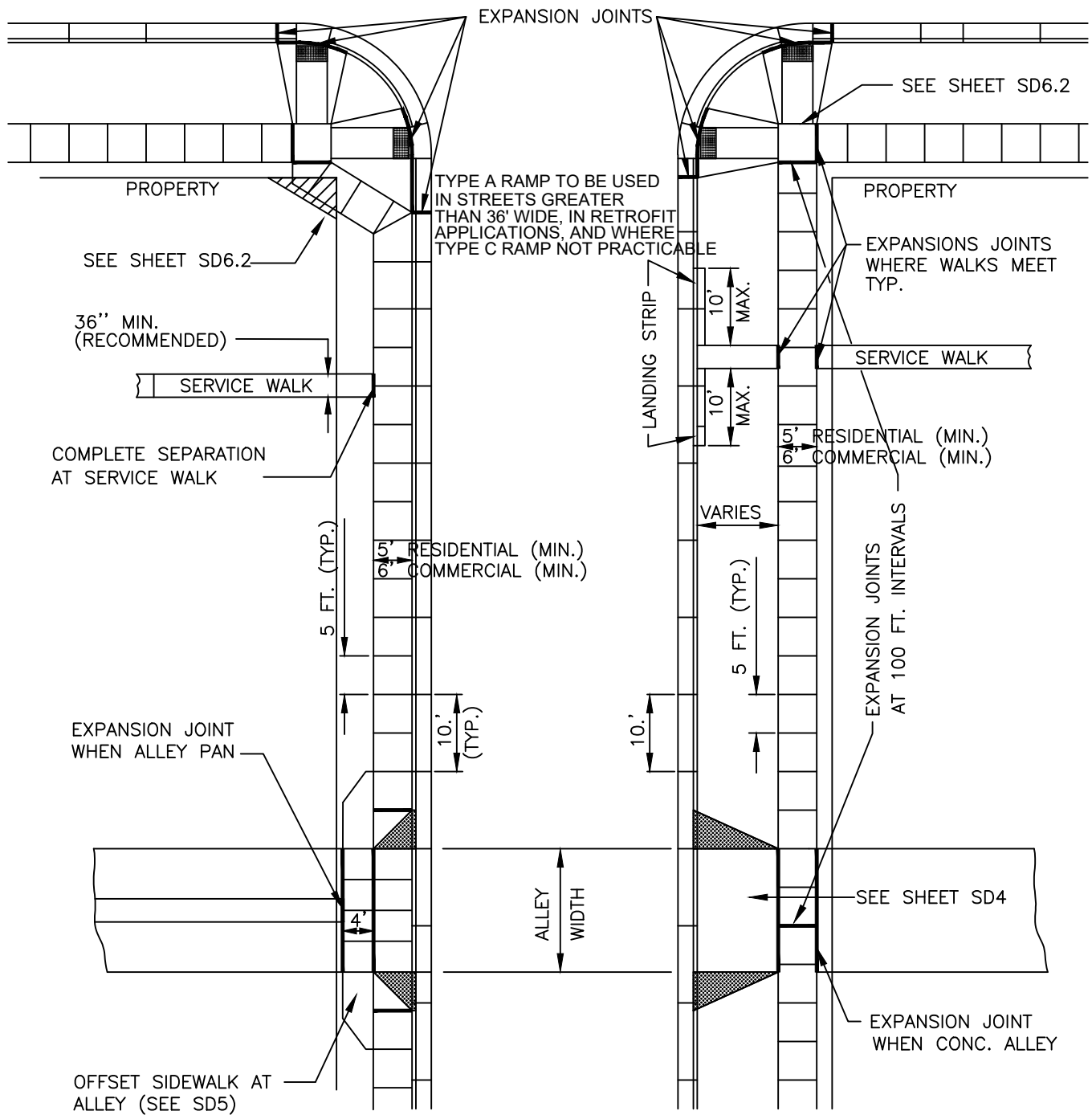
SCALE: 1"=1'–0"

NOTE:

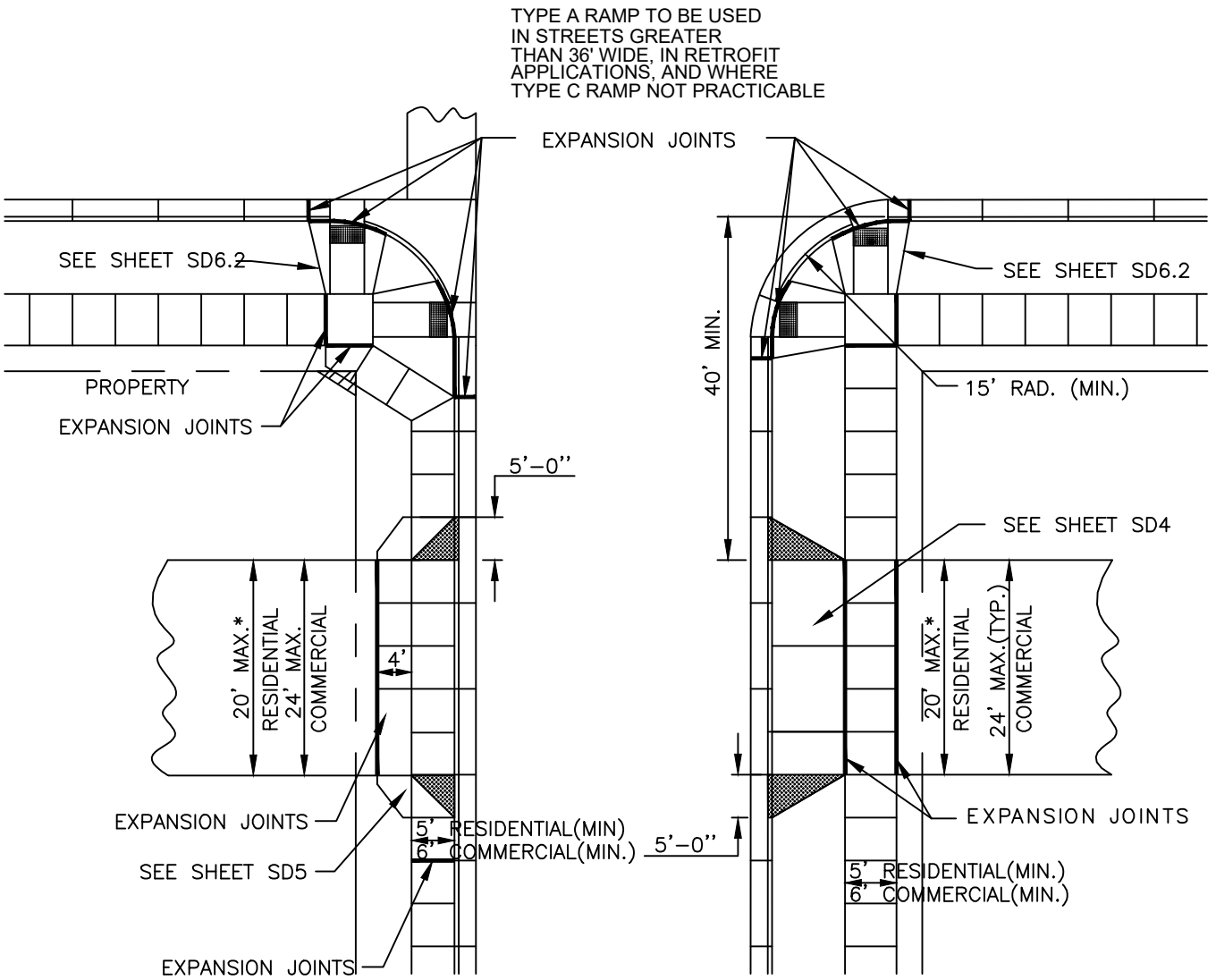
ALL STEEL SHALL RECEIVE ONE COAT RED OXIDE METAL PRIMER AND ONE FIELD COAT BLACK ENAMEL.

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



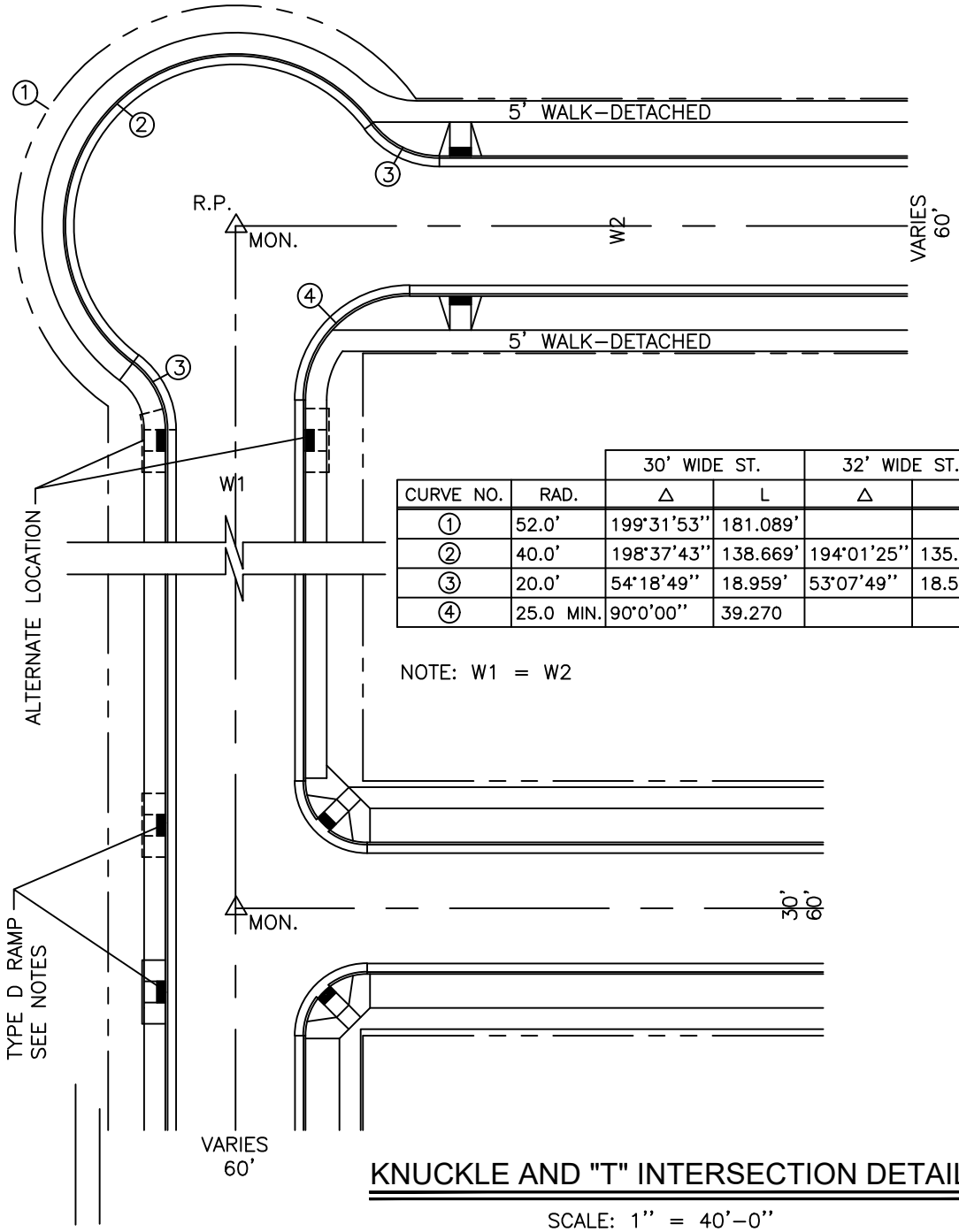
05/24/2004 REVISION	city of PUEBLO colorado	**JOINT PLACEMENT AND WIDTH STANDARDS FOR WALK, C&G, AND ALLEYS** PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SD9 DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR



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

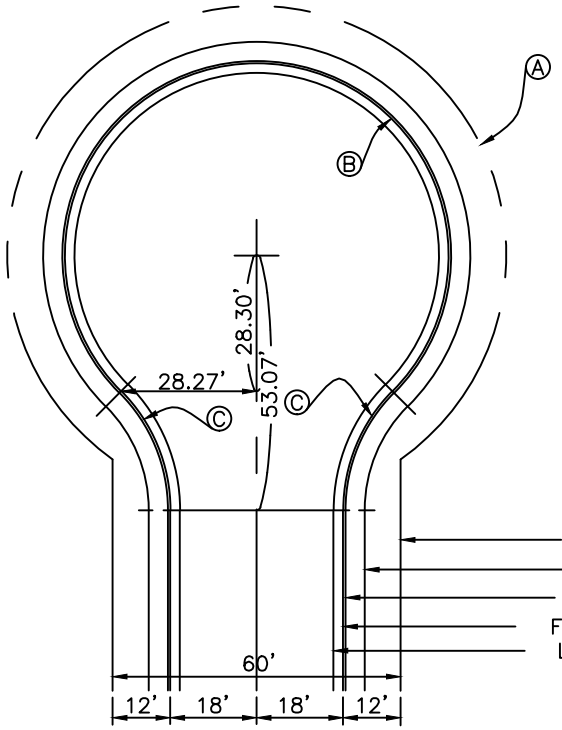
DRAWN BY: JM
CHECKED BY: MT
APPROVED BY: CR

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'

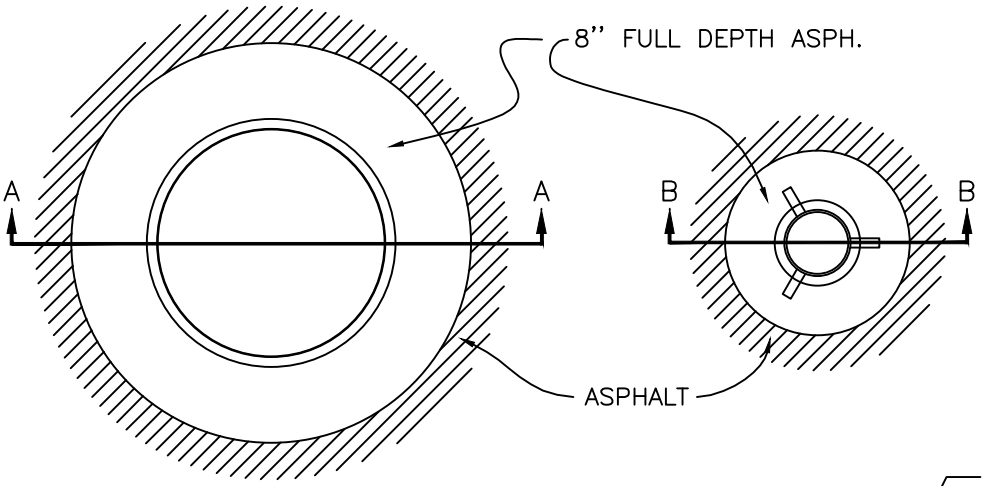
③ ℄
R =40'
Δ =126°11'38"
L =88.10'
LC=71.34'
T =78.83'

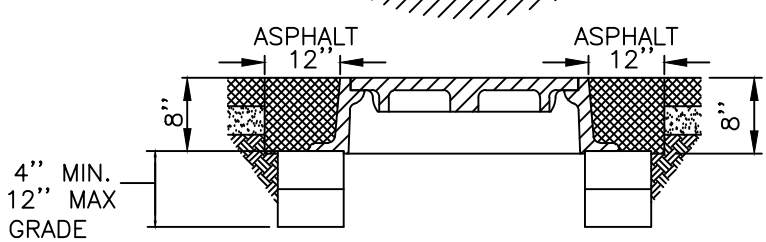
④ ℄
R =20'
Δ =74°32'31"
L =26.02'
LC=24.22'
T =15.22'

⑤ ℄
R =102'
Δ =38°20'36"
L =68.26'
LC=66.99'
T =35.46'

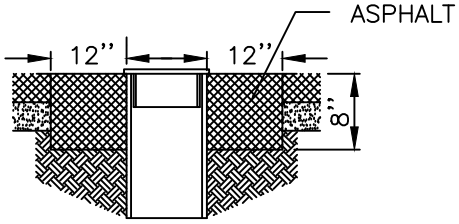
OFFSET CUL-DE-SAC- DETAIL

NO SCALE

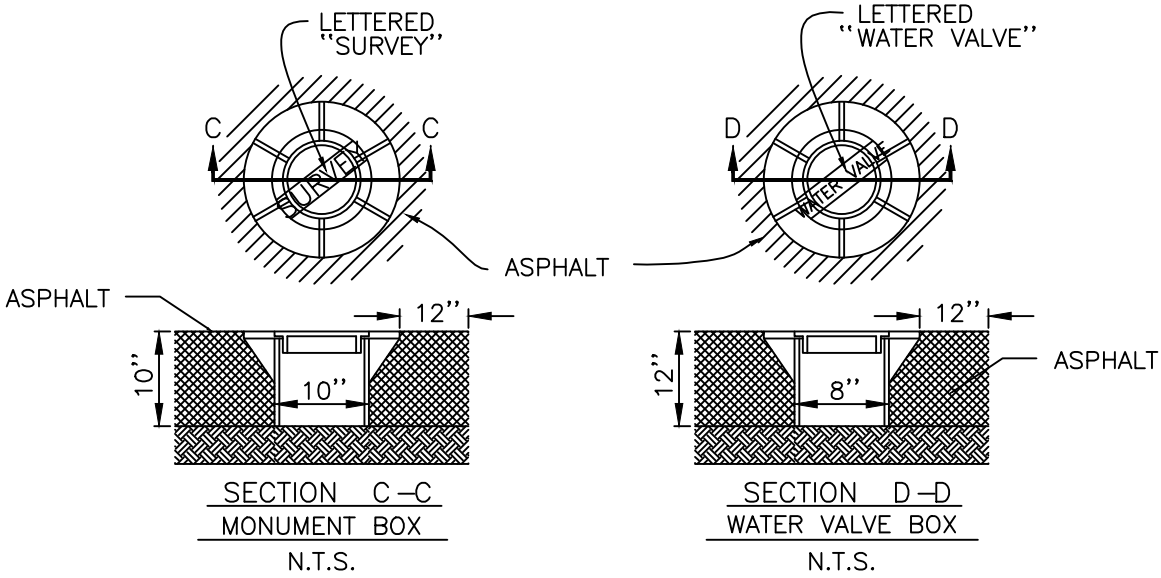




SECTION A–A
MANHOLE RING
N.T.S.



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.

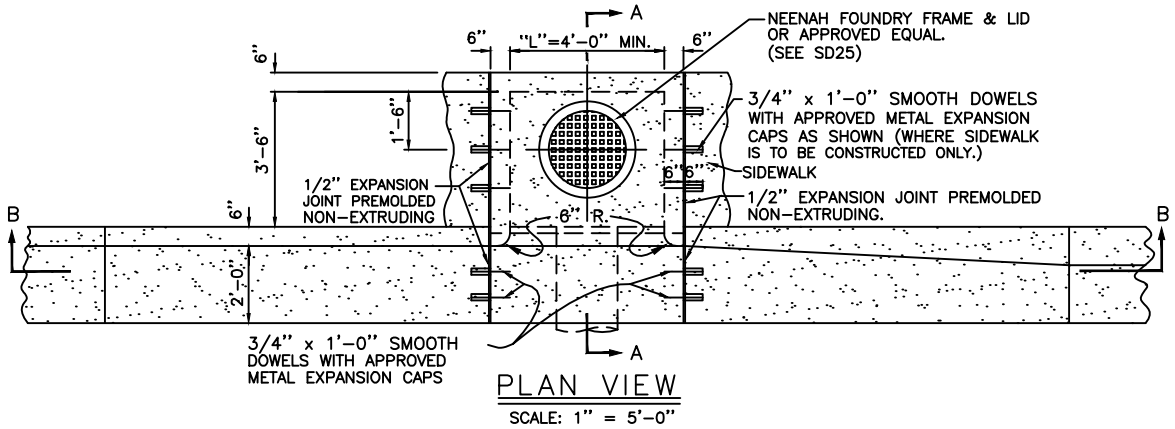
ADJUSTMENT DETAILS

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

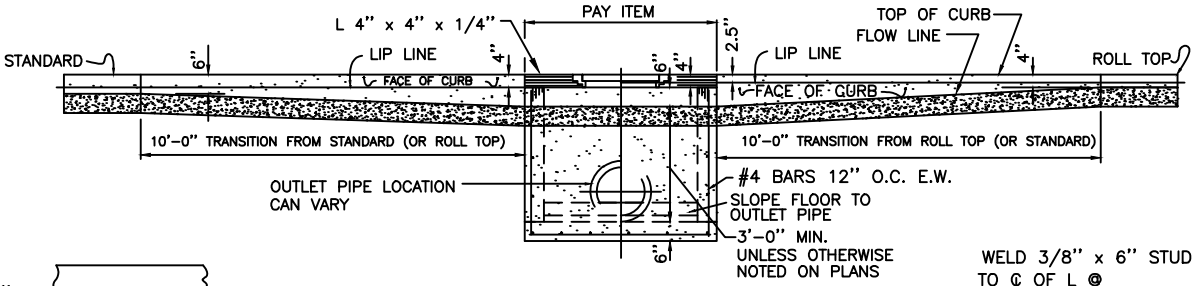
NOTES:

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.



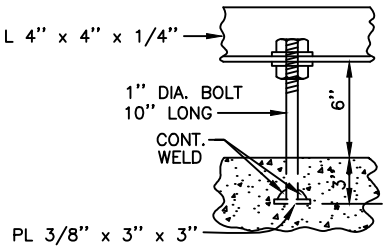
PLAN VIEW

SCALE: 1" = 5'–0"



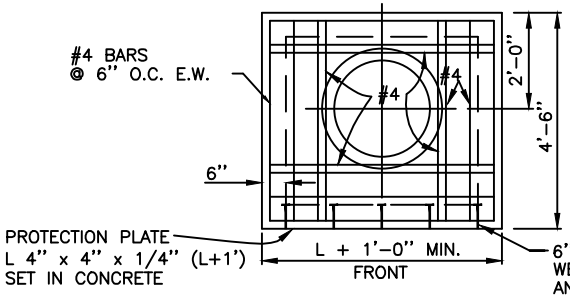
SECTION B – B

SCALE: 1" = 5'–0"



SUPPORT BAR DETAIL

SCALE: 1" = 1'–0"



COVER DETAIL

SCALE: 1" = 4'–0"

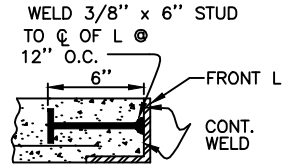
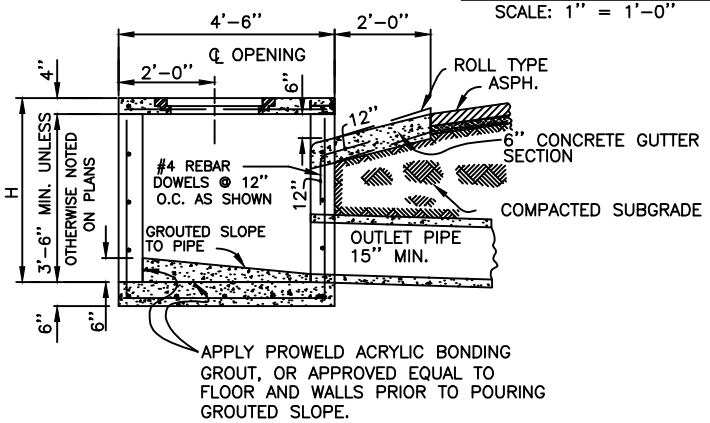


PLATE ANCHOR

SCALE: 1" = 1'–0"



SECTION A–A

SCALE: 1" = 5'–0"

REVISION 03/28/2005

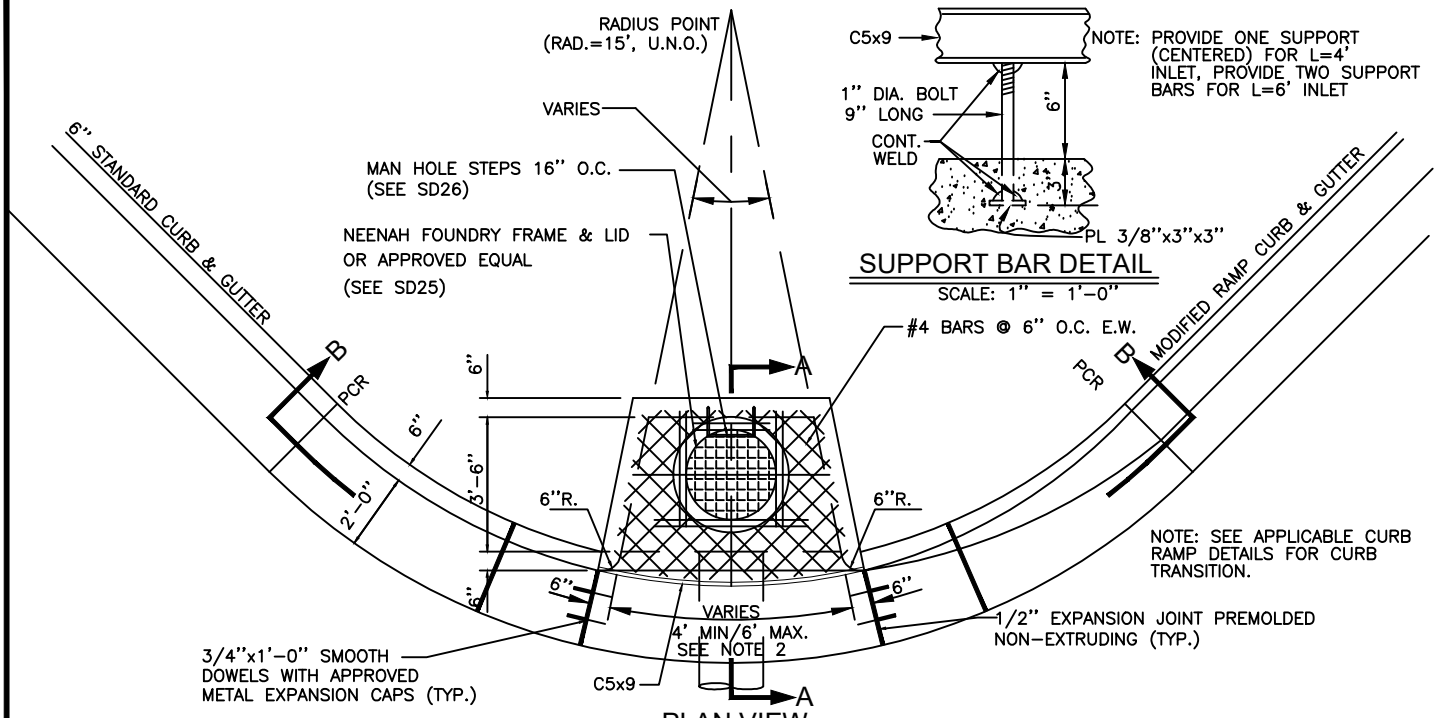
city of PUEBLO colorado

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

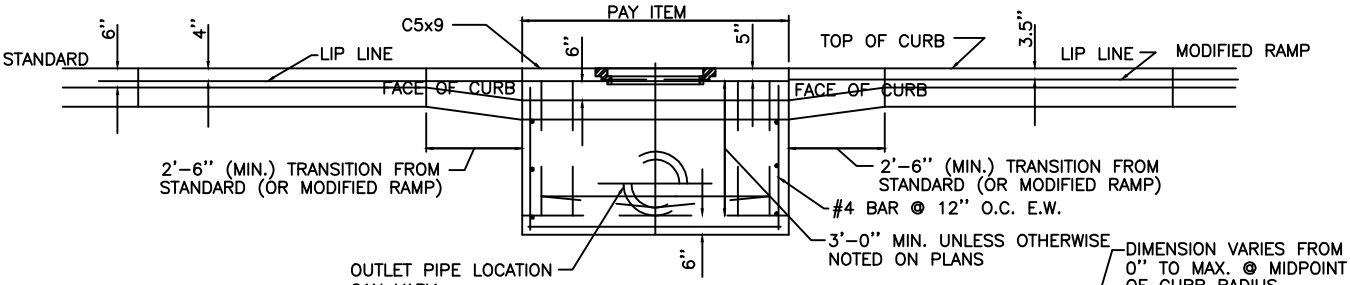


PLAN VIEW

1"=5'-0"

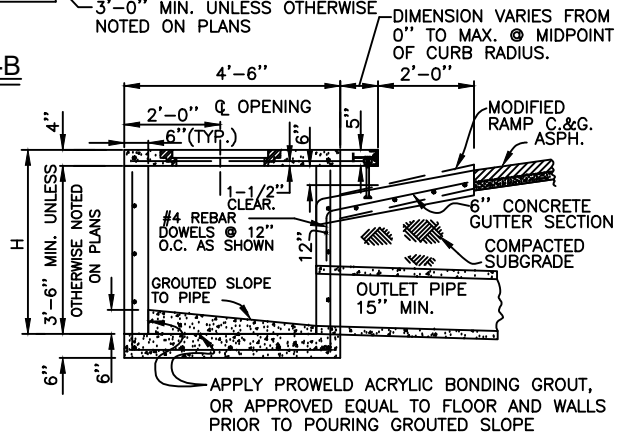
SUPPORT BAR DETAIL

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.

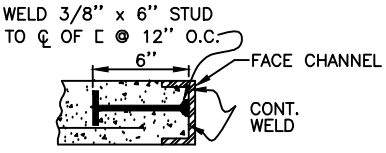


PLATE ANCHOR

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

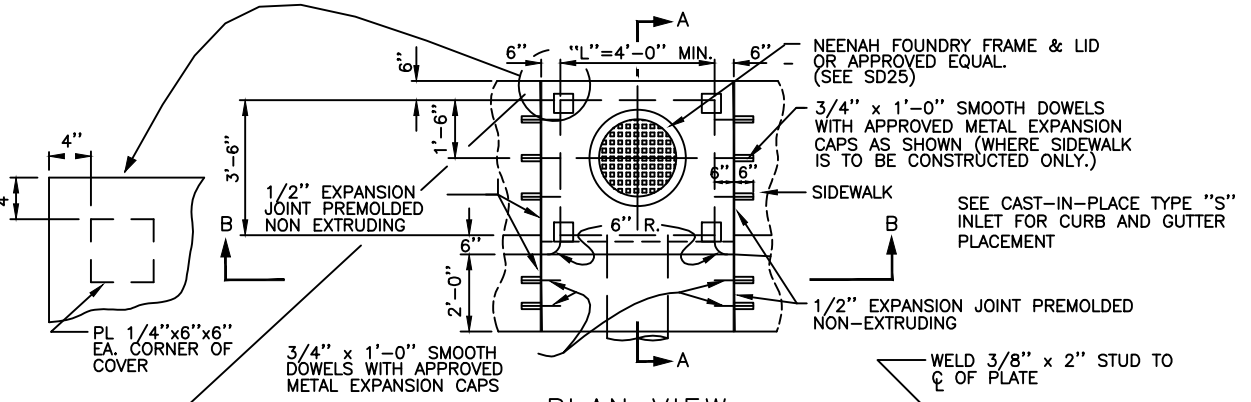
PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION
211 EAST "D" ST. PUEBLO, CO 81003
(719) 553-2295 PHONE

DRAWN BY: JM
CHECKED BY: MT
APPROVED BY: CR

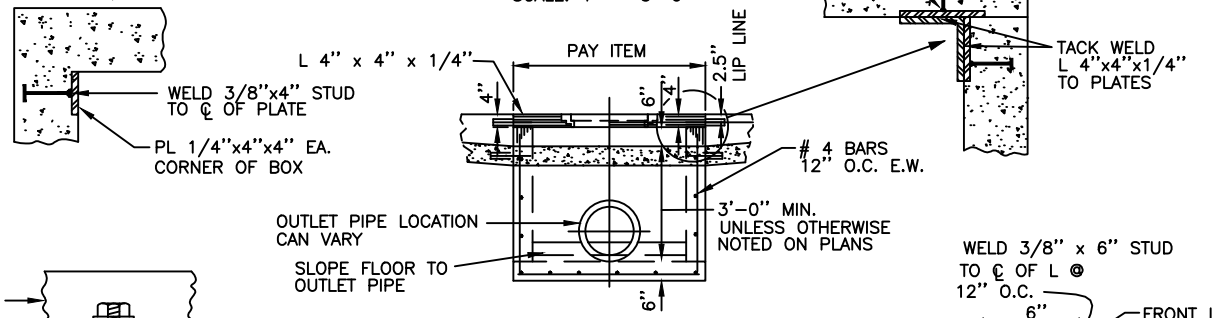
SD14

NOTES:

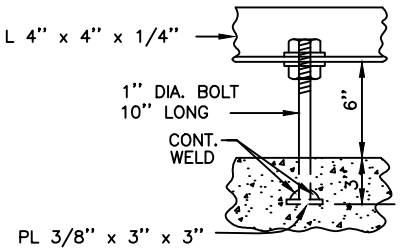
1. INLET PIPE OR OUTLET PIPE MAY VARY TO LOCATION WITHIN INLET
2. DEPTH AND LENGTH OF INLET MAY VARY, LENGTH SHOULD VARY BY INCREMENTS OF 1'–0". "L" SHALL BE INDICATED ON PLAN.
3. INLET WALLS AND BASE WITH #4 BARS 12" EACH WAY SHALL BE REQUIRED W/BENT BARS OR CORNER BARS.
4. FLOOR SURFACE OF INLET SHALL 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"

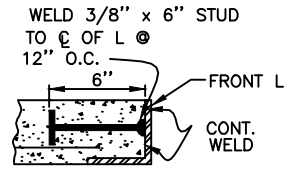
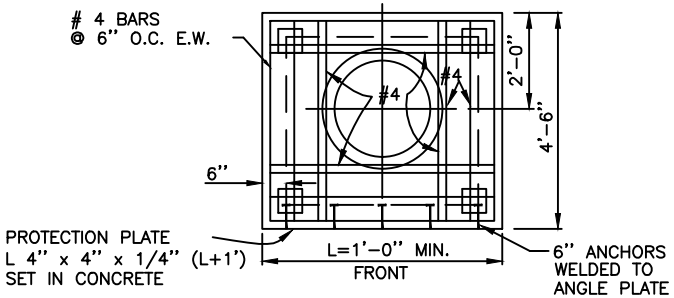
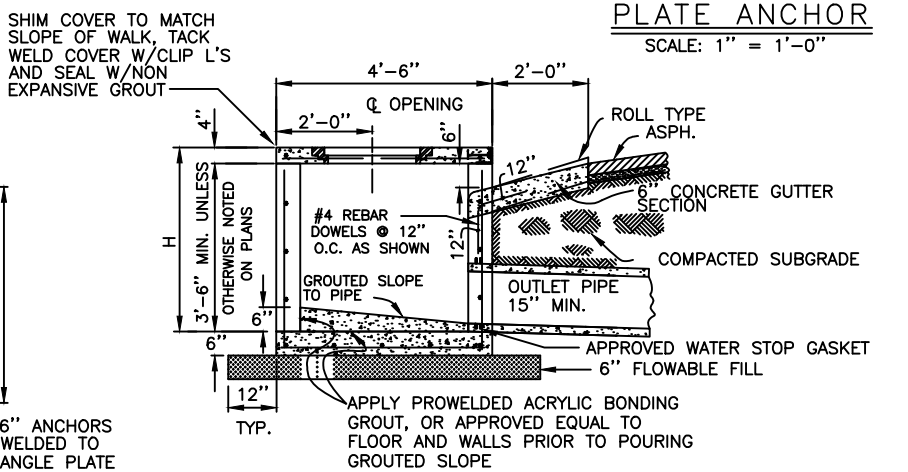


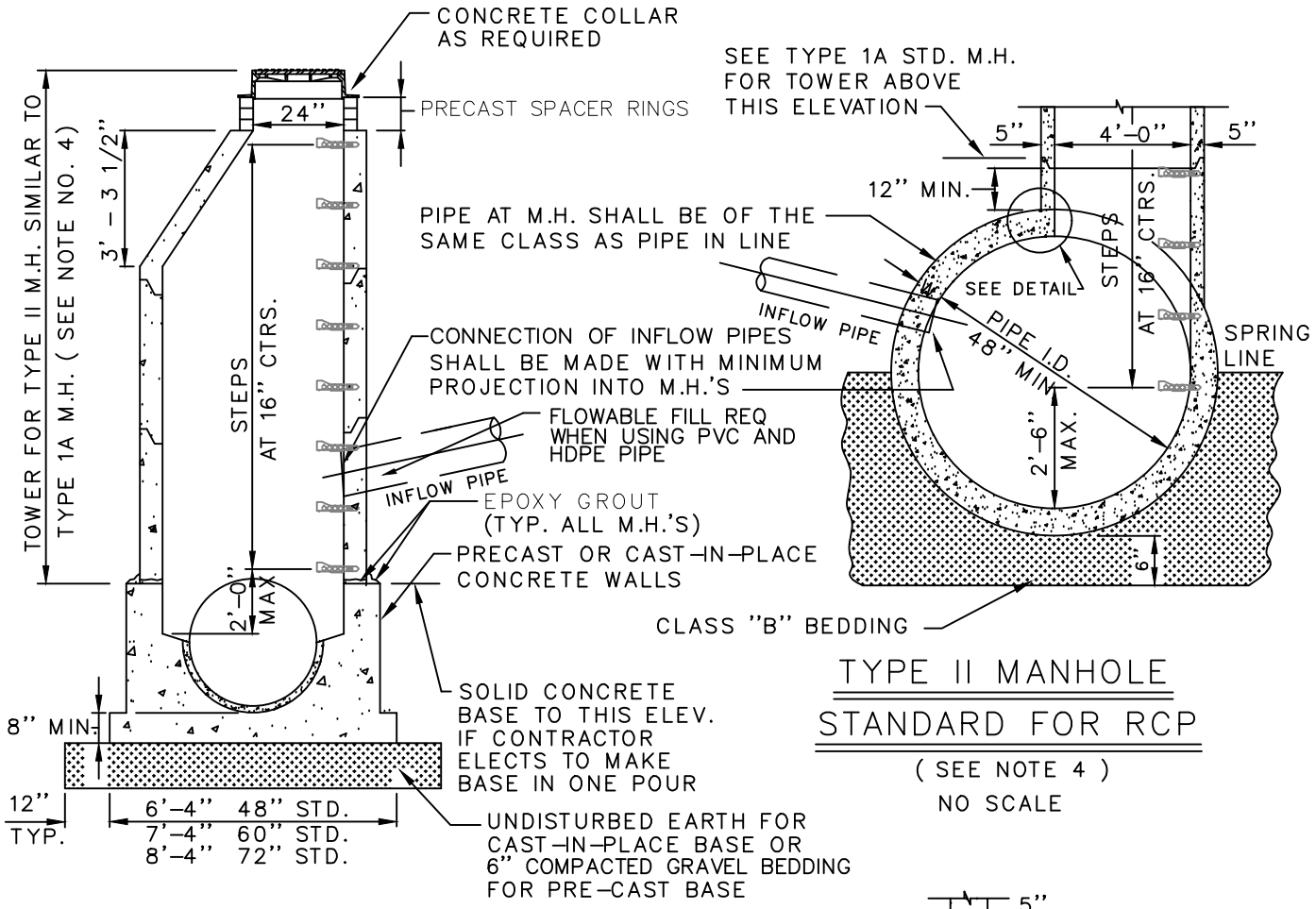
PLATE ANCHOR
SCALE: 1" = 1'–0"



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"

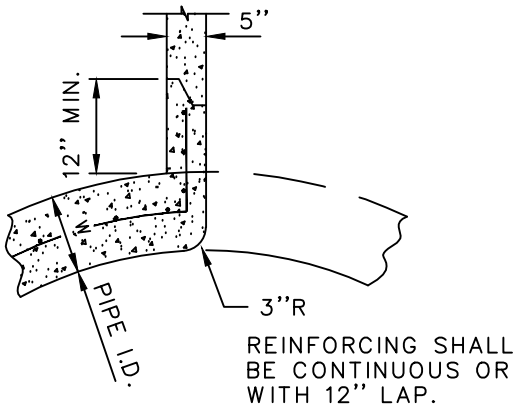
TYPE 1B 60" STANDARD MANHOLE

18" THRU 36"

TYPE 1C 72" STANDARD MANHOLE

42" THRU 48"

NO SCALE



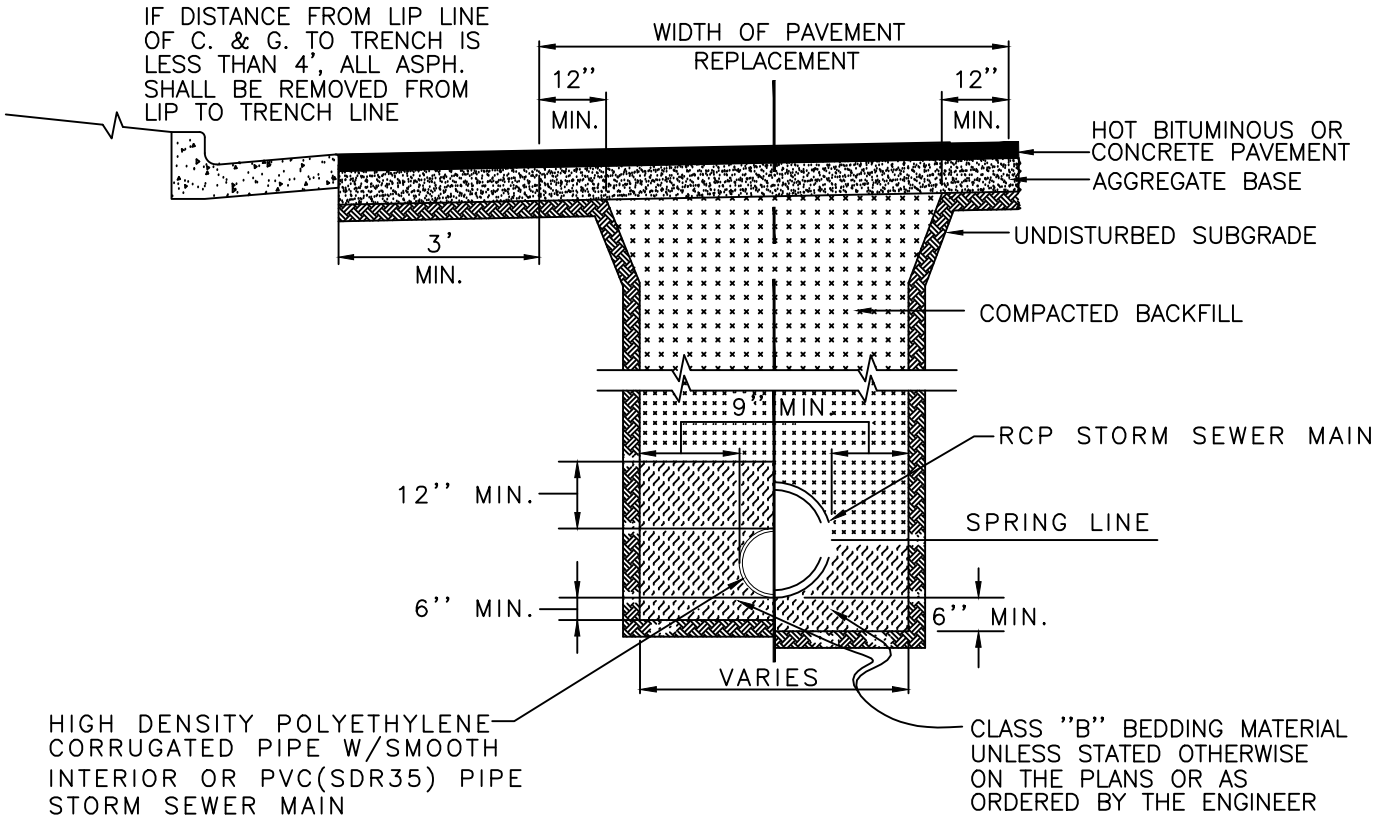
RCP CONNECTION DETAIL

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

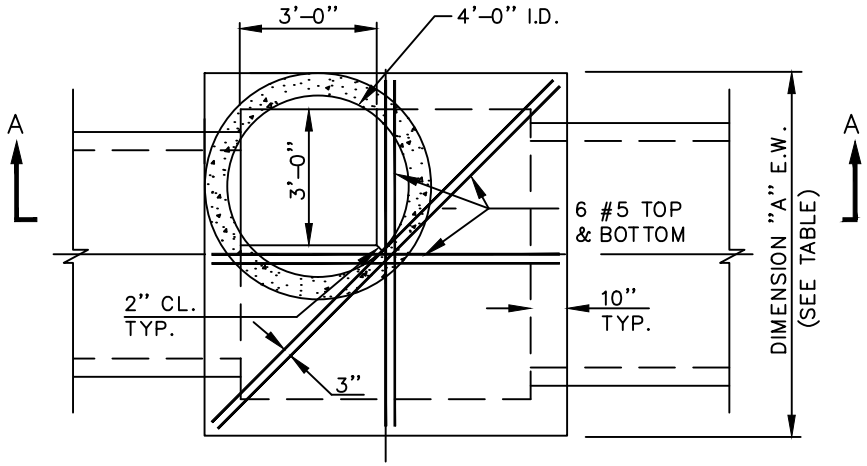
city of PUEBLO colorado

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



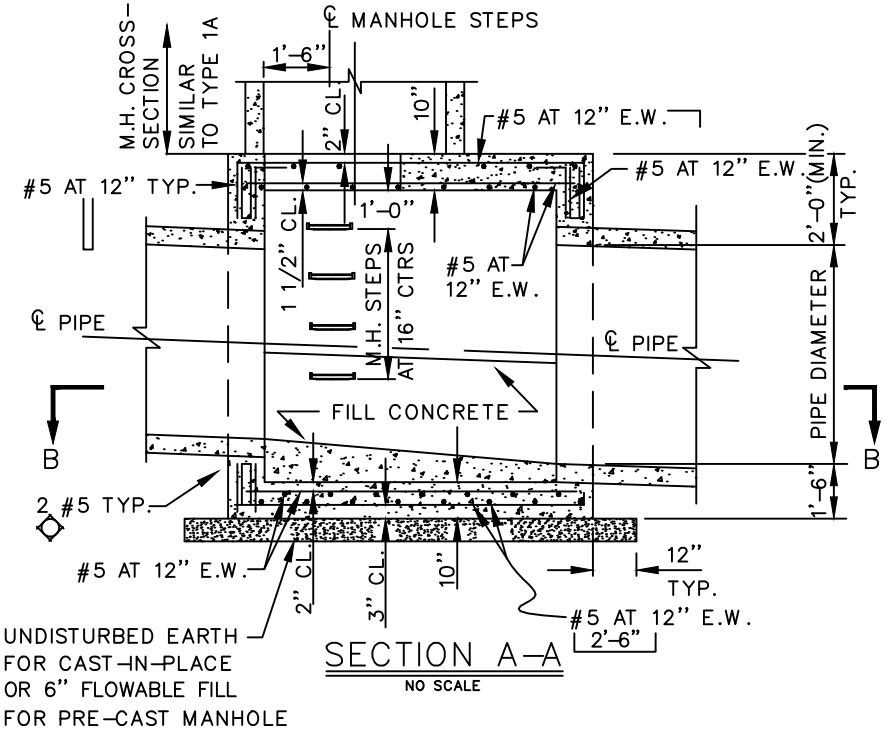
PLAN
SCALE: 1"=4'0"

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"

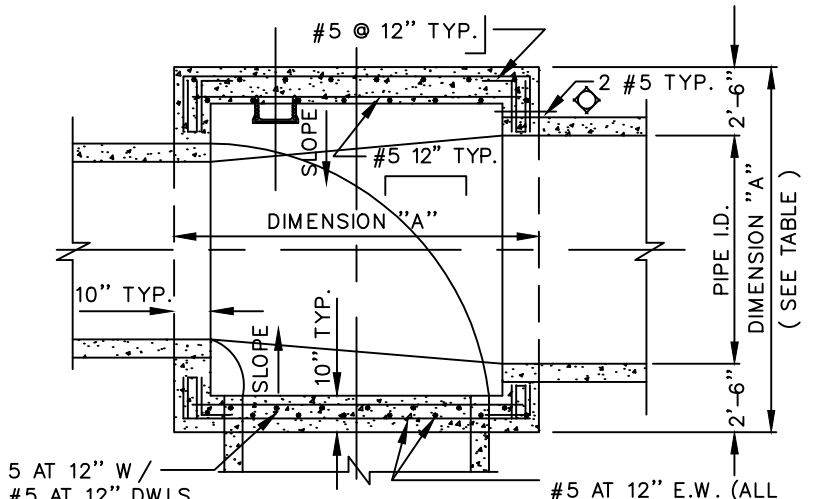
NOTE: "A" DIMENSION OF BOX IS GOVERNED BY LARGEST PIPE DIA. AT EACH MANHOLE

NOTES:

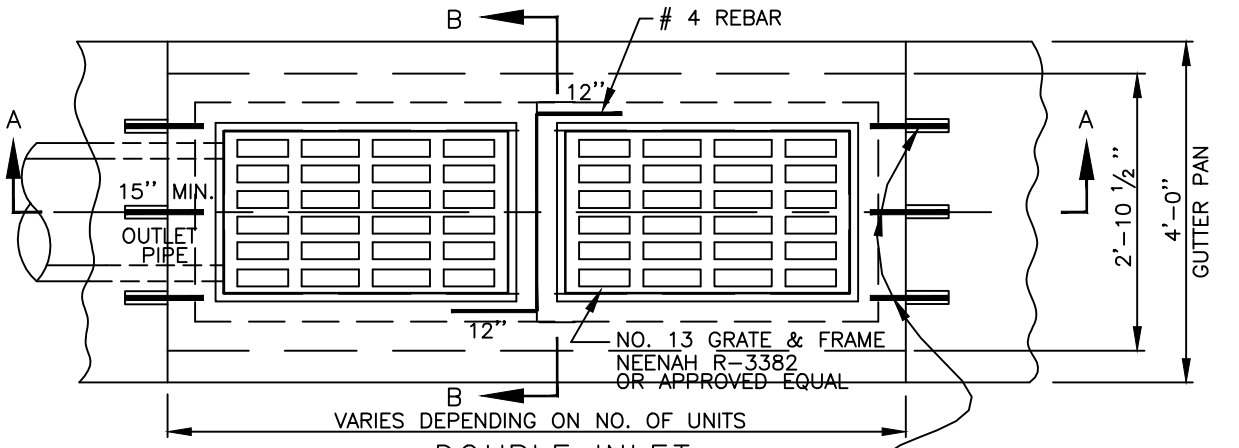
1. CHAMFER ALL EXPOSED EDGES OF CONCRETE 3/4"x45° UNLESS OTHERWISE NOTED.
2. DESIGN CRITERIA
   REINFORCING STEEL-ASTM Δ615 (60,000 P.S.I. MIN. YIELD)
   CONCRETE-4,000 P.S.I. COMPRESSIVE STRENGTH AT 28 DAYS (TYPE II-V CEMENT).
3. ALL HORIZONTAL BARS SHALL BE CONTINUOUS AT CORNERS OR PROVIDE CORNER BARS.
4. FOR PIPE INVERT ELEV.'S SEE PLAN & PROFILE SHEETS.



SECTION A-A
NO SCALE



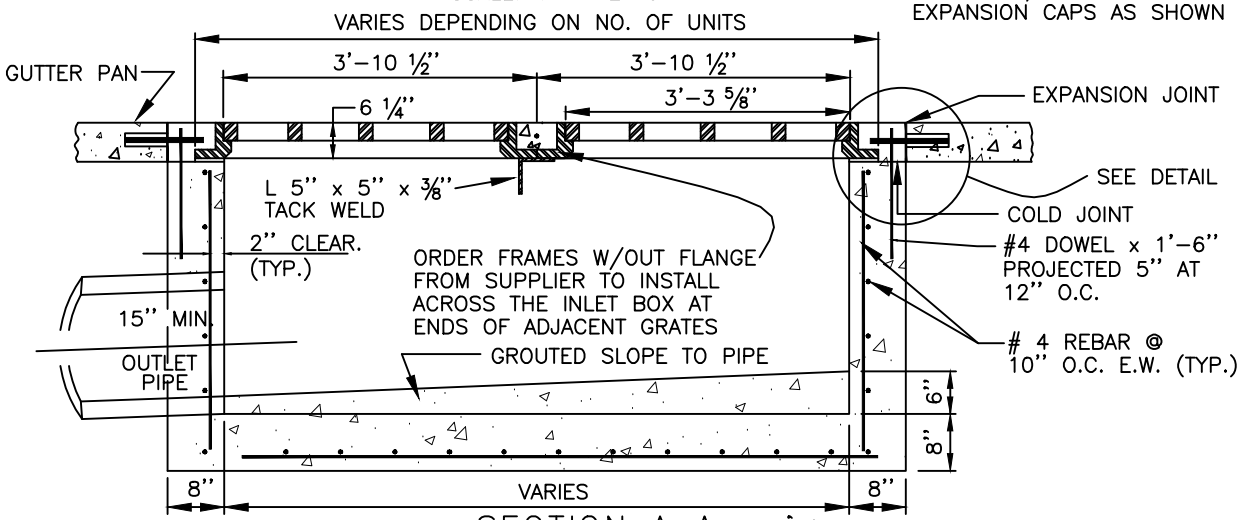
SECTION B-B
NO SCALE



DOUBLE INLET

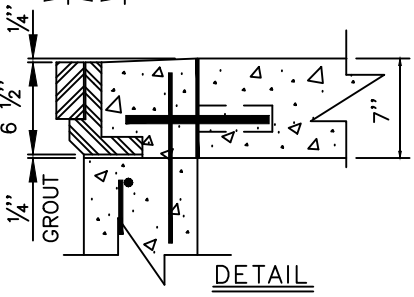
SCALE: 1" = 2'-0"

3/4"x1'-0" @ 12" SMOOTH DOWELS W/APPROVED METAL EXPANSION CAPS AS SHOWN



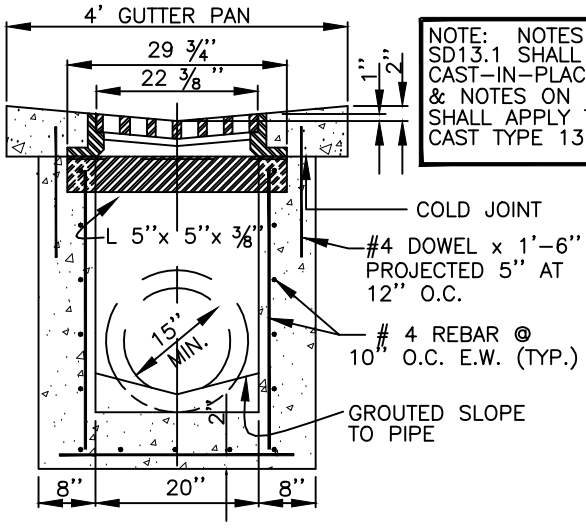
SECTION A-A

SCALE: 1" = 2'-0"



DETAIL

SCALE: 1" = 1'-0"

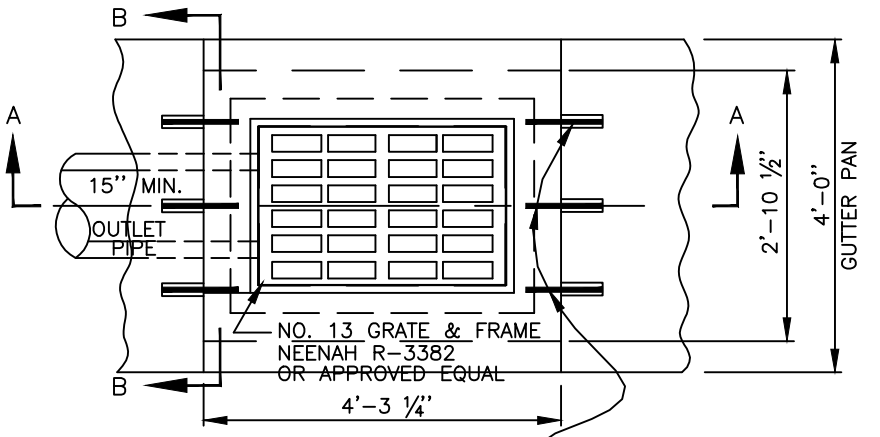


NOTE: NOTES ON SHT. SD13.1 SHALL APPLY TO CAST-IN-PLACE TYPE 13 & NOTES ON SHT. SD14 SHALL APPLY TO PRE-CAST TYPE 13

SECTION B-B

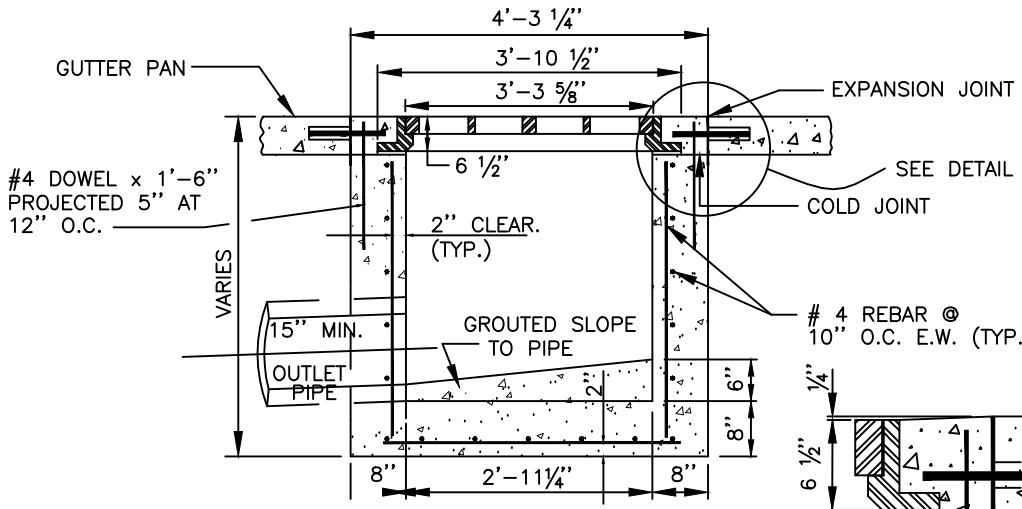
SCALE: 1" = 2'-0" FILENAME: SD18

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

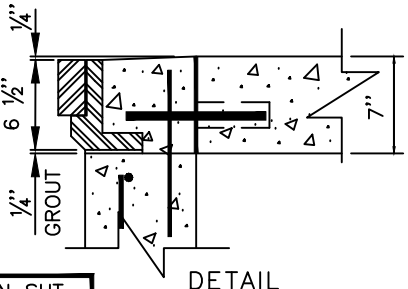


INLET
SCALE: 1" = 2'-0"

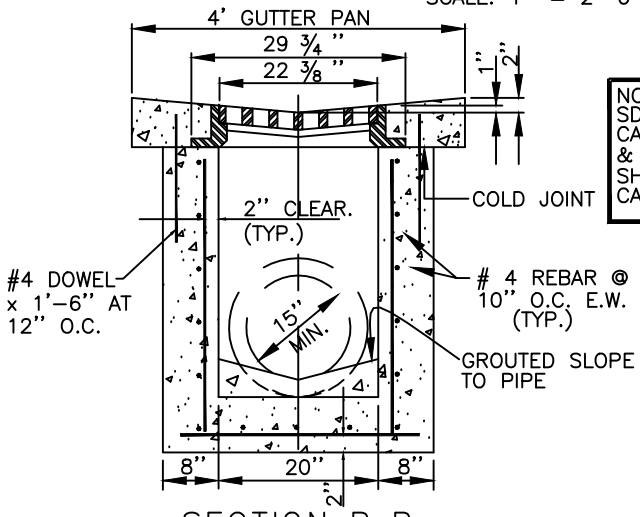
3/4"x1'-0" @ 12" SMOOTH DOWELS W/APPROVED METAL EXPANSION CAPS AS SHOWN



SECTION A-A
SCALE: 1" = 2'-0"



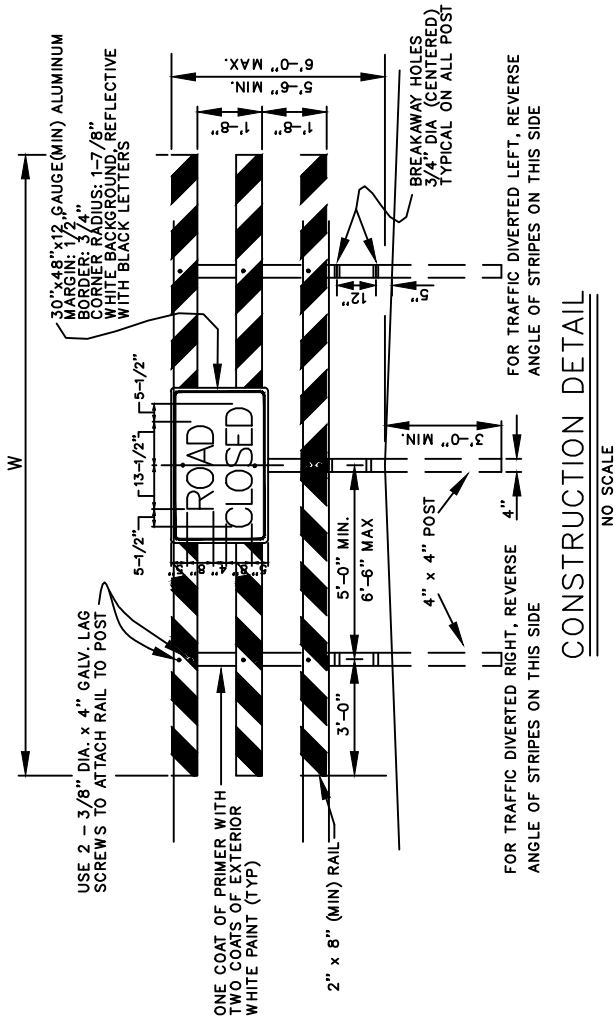
DETAIL
SCALE: 1" = 1'-0"



SECTION B-B
SCALE: 1" = 2'-0"

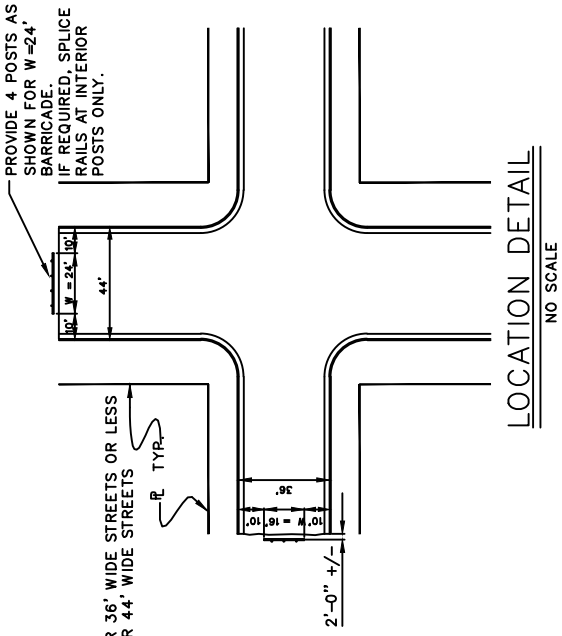
NOTE: NOTES ON SHT. SD13.1 SHALL APPLY TO CAST-IN-PLACE TYPE 13 & NOTES ON SHT. SD14 SHALL APPLY TO PRE-CAST TYPE 13

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

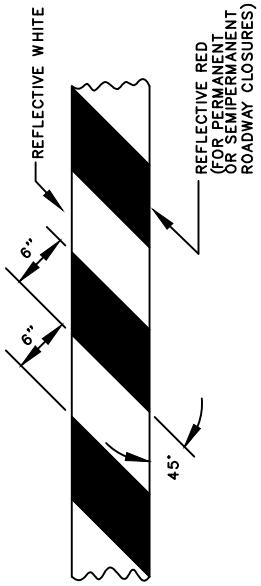
NO SCALE



NOTE
W = 16' FOR 36' WIDE STREETS OR LESS
W = 24' FOR 44' WIDE STREETS

LOCATION DETAIL

NO SCALE



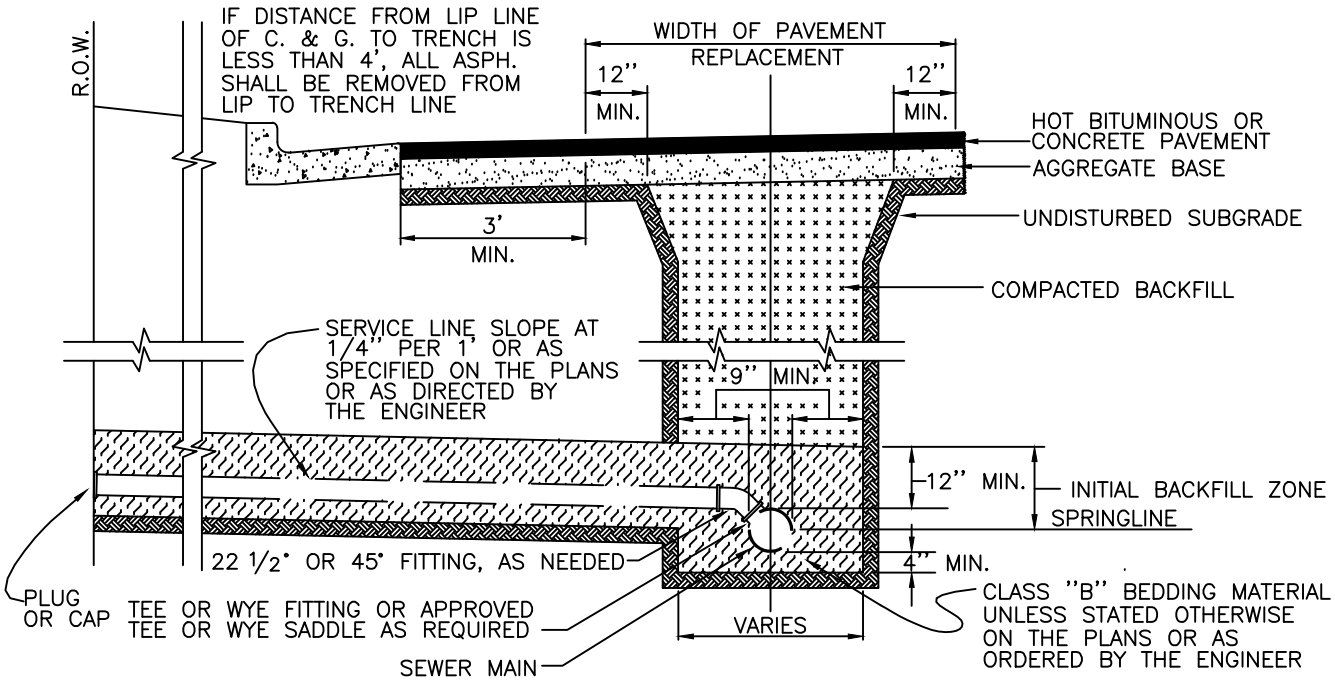
RAIL STRIPING DETAIL

NO SCALE

GENERAL NOTES

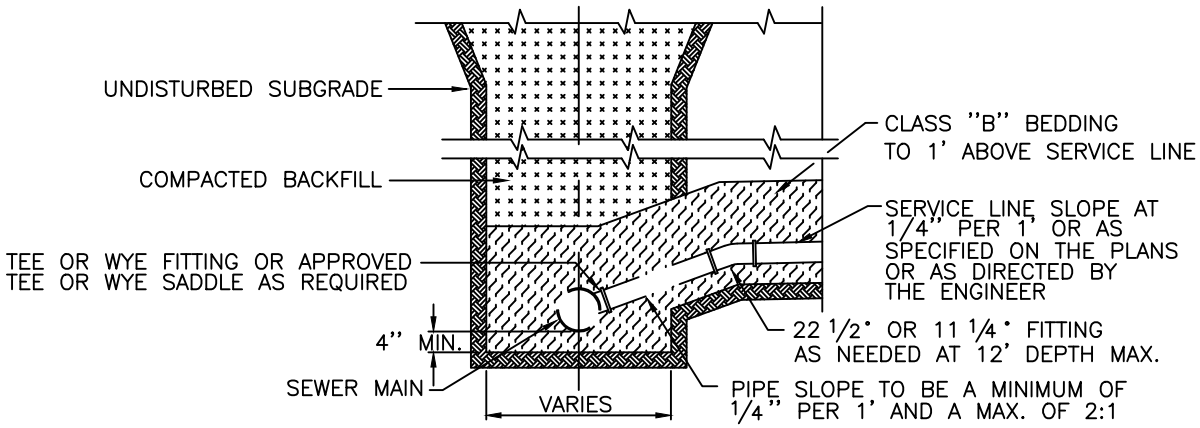
1. FIELD LOCATION TO BE DETERMINED BY TRAFFIC ENGINEER.
2. ALL REFLECTIVE SURFACES SHALL BE SMOOTH SURFACE TYPE REFLECTIVE SHEETING OR APPROVED EQUAL.
3. ALL TIMBER SHALL BE GRADE NO. 2 OR BETTER, (DOUGLAS FIR, LARCH OR HEM-FIR.)
4. ALL POSTS SHALL BE PRESERVATIVE TREATED IN ACCORDANCE WITH AWPB-FDN 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"

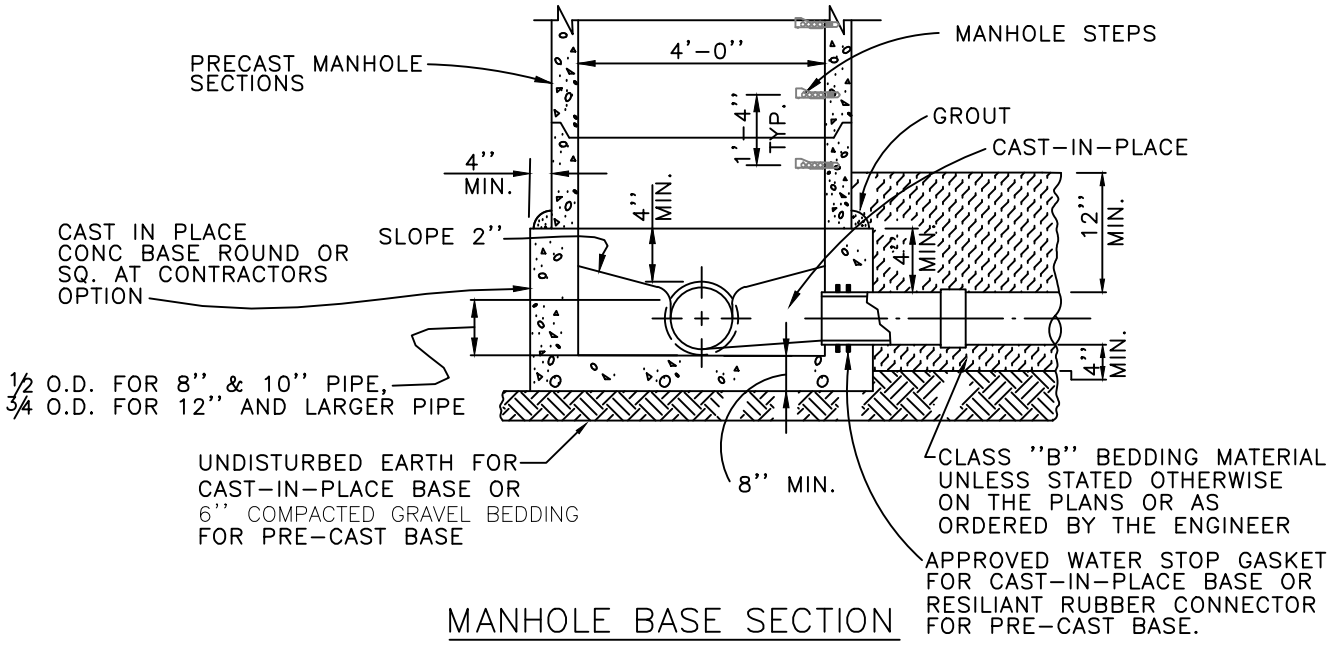
NOTE:

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.

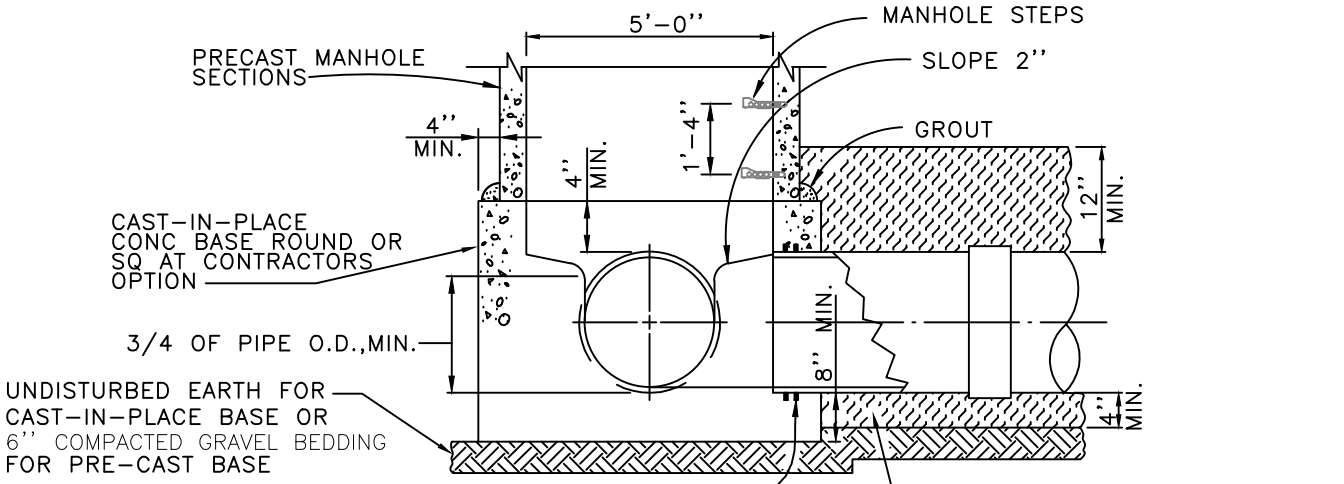
2. SERVICE LINES SHALL BE CONNECTED TO THE SEWER MAIN SO THE FLOWLINE IS AT/OR ABOVE THE SPRINGLINE OF THE PIPE FOR 8" AND 10" SEWER MAINS AND IN THE TOP 1/4 OF THE PIPE FOR 12" AND LARGER SEWER MAINS.

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

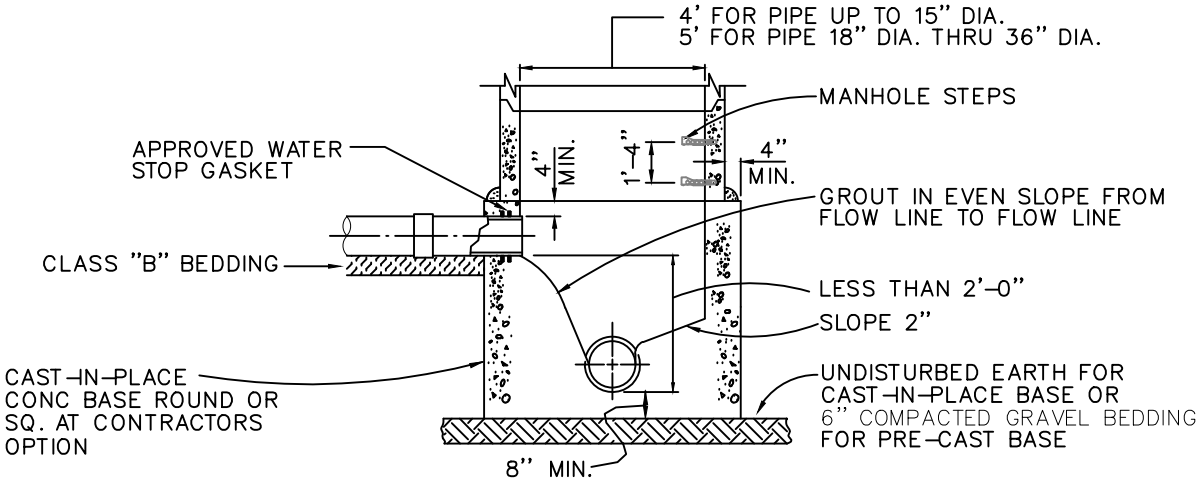


MANHOLE BASE SECTION
18'' THRU 36'' PIPE
NO SCALE

MANHOLE NOTES

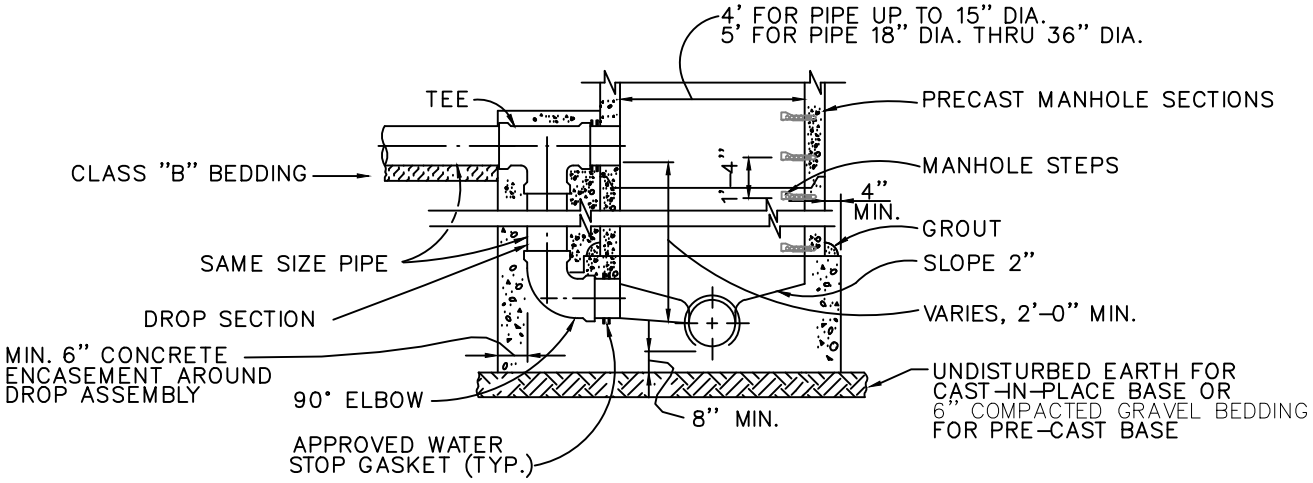
1. USE 24" STANDARD MANHOLE FRAME AND COVER UNLESS OTHERWISE NOTED ON PLANS.
2. STEPS TO BE ORIENTED OVER OUTLET PIPE OR AS DIRECTED BY THE ENGINEER.
3. IF PRE-CAST MANHOLE BASES ARE USED, THE CONCRETE BENCH/CHANNEL SHALL BE CAST-IN-PLACE, AFTER SEWER PIPE IS SET TO GRADE
4. THE CONCRETE CHANNEL IN ALL 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"

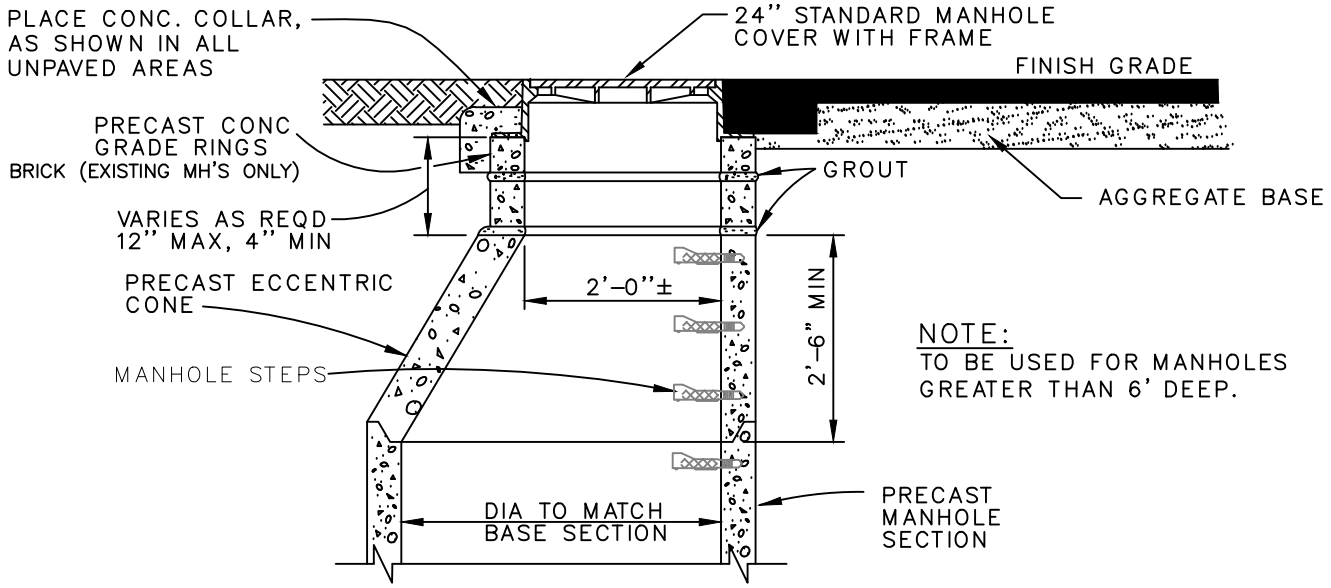
NOT TO SCALE



MANHOLE BASE SECTION
WITH DROP ASSEMBLY

NOT TO SCALE

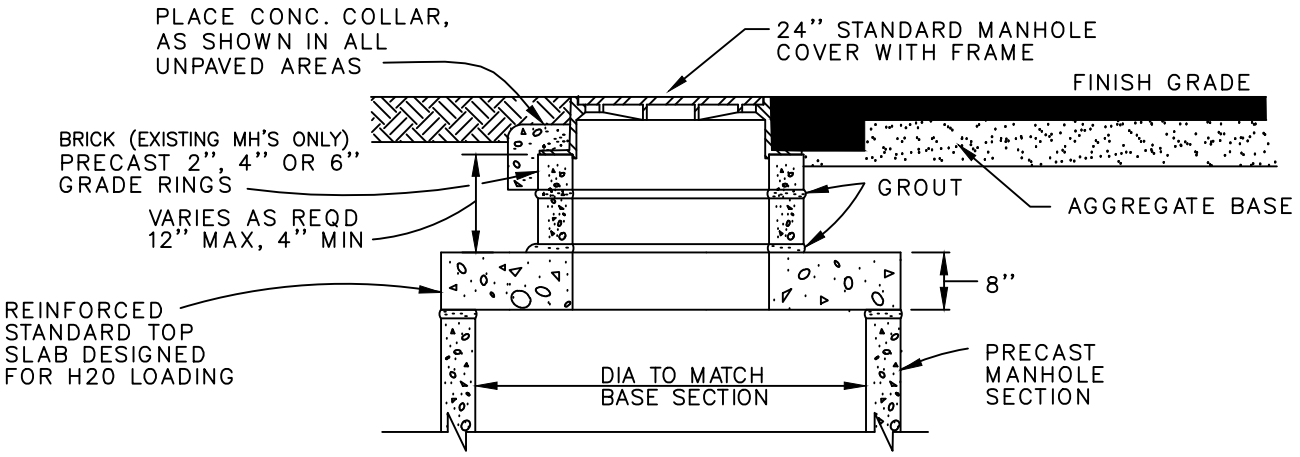
03/28/2005 REVISION	city of PUEBLO colorado	**SANITARY SEWER MANHOLE DETAILS** PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SD23 DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR



NOTE:
TO BE USED FOR MANHOLES GREATER THAN 6' DEEP.

MANHOLE TOP SECTION WITH RING EXTENSION

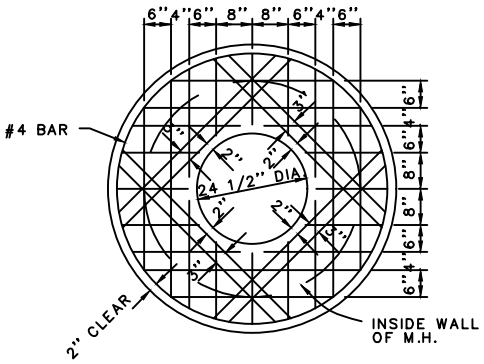
SCALE: 1"=2'-0"



FLAT TOP MANHOLE

SCALE: 1"=2'-0"

NOTE:
TO BE USED FOR MANHOLES 6' DEEP OR LESS

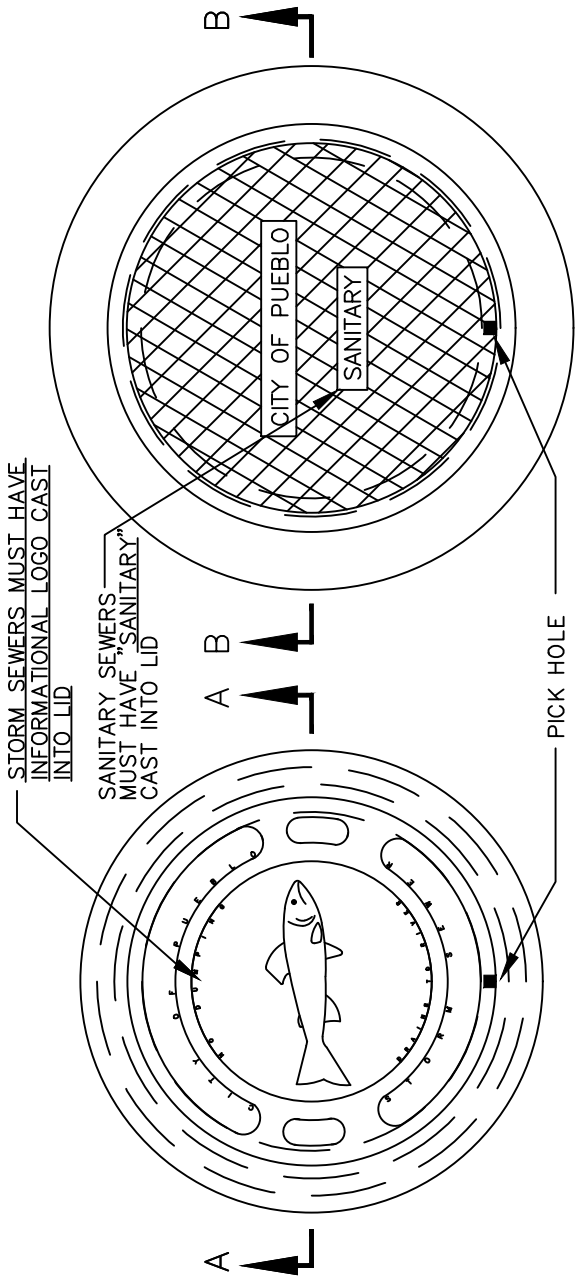


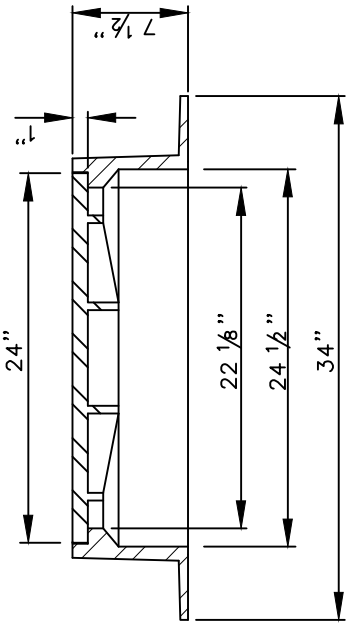
1. DESIGNED FOR H20 LOADING
2. BARS TO BE TIED, NOT WELDED.
3. SLAB TO BE 8" THICK.
4. STEEL TO BE PLACED TOP & BOTTOM WITH 2" CLEAR BTWN. BARS & CONC. SURFACE.
5. ALL BARS TO BE #4.

TOP CONCRETE SLAB FOR FLAT TOP M.H.

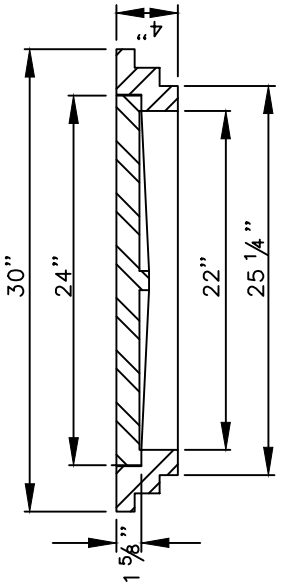
NO SCALE

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"

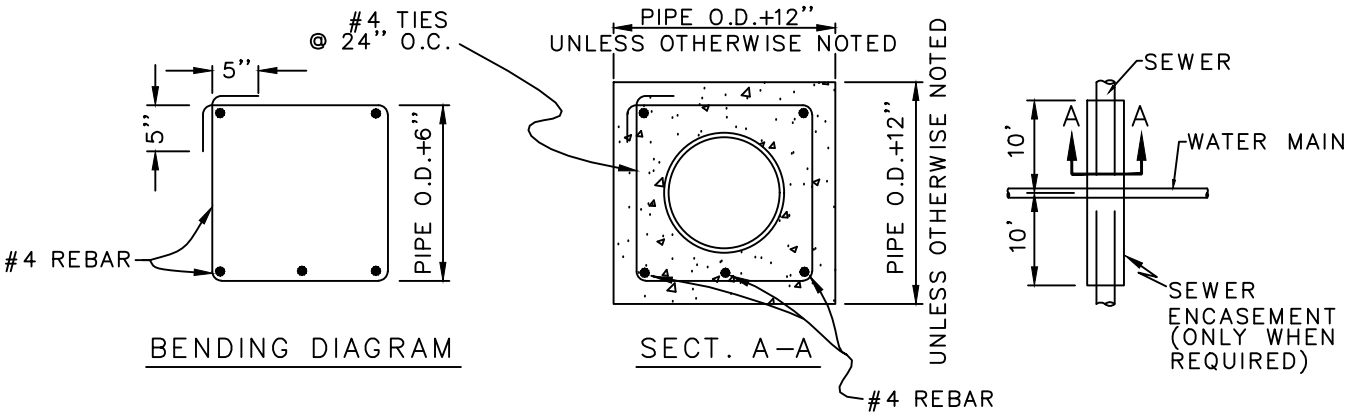


SECTION A–A
STANDARD MANHOLE
RING AND COVER FOR INLET
NEENAH R–6041, DEETER 1157
EAST JORDAN IRONWORKS 2855
OR APPROVED EQUAL
SCALE 1"= 1'–0"

MANHOLE NOTES

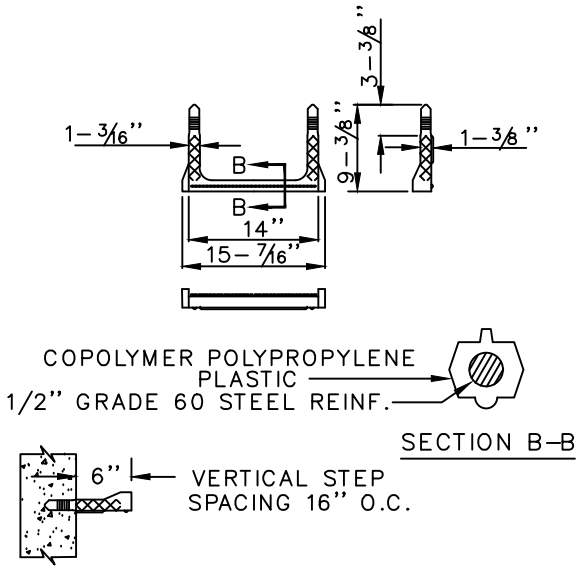
1. USE 24'' STANDARD MANHOLE FRAME AND COVER UNLESS OTHERWISE NOTED ON PLANS.
2. PROVIDE 'BOLT DOWN' COVERS FOR MANHOLE IN IN REMOTE UNIMPROVED AREAS.

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

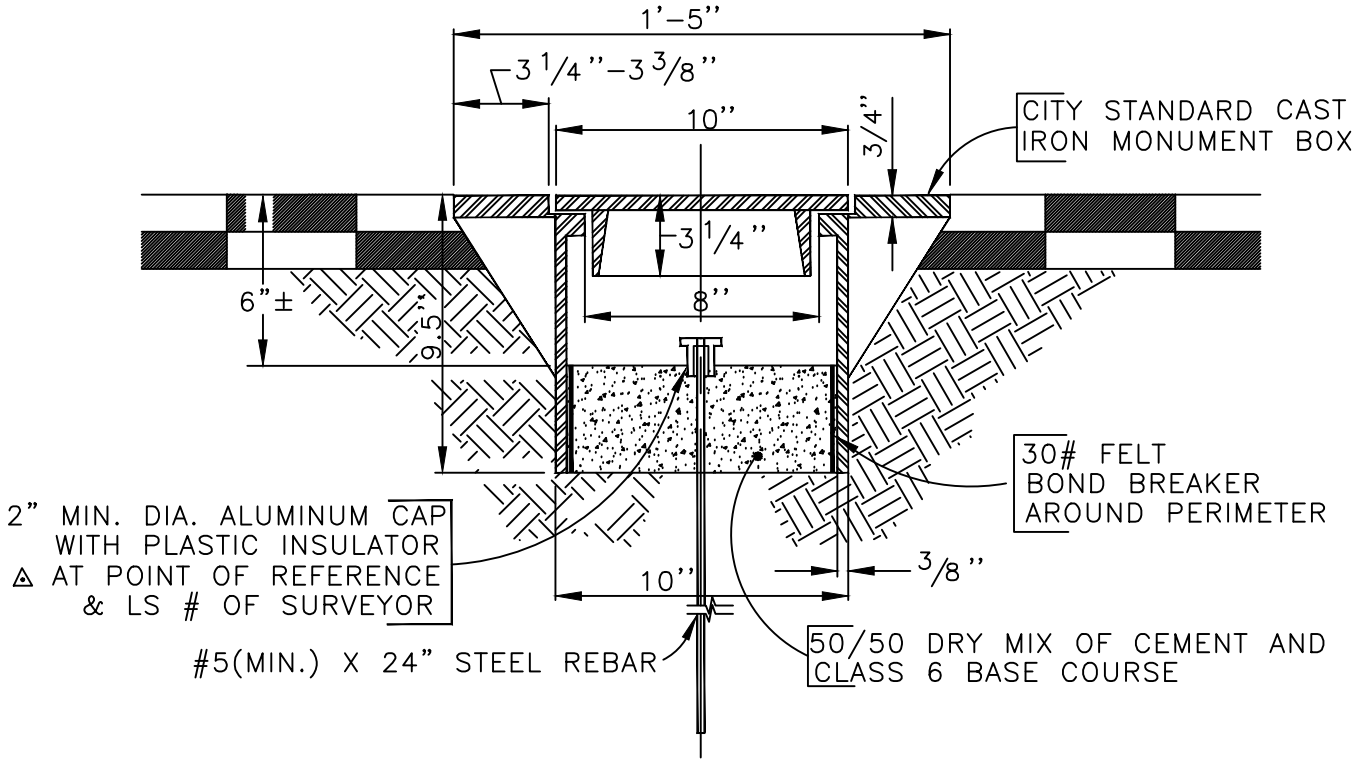
NO SCALE



MANHOLE STEP

NO SCALE

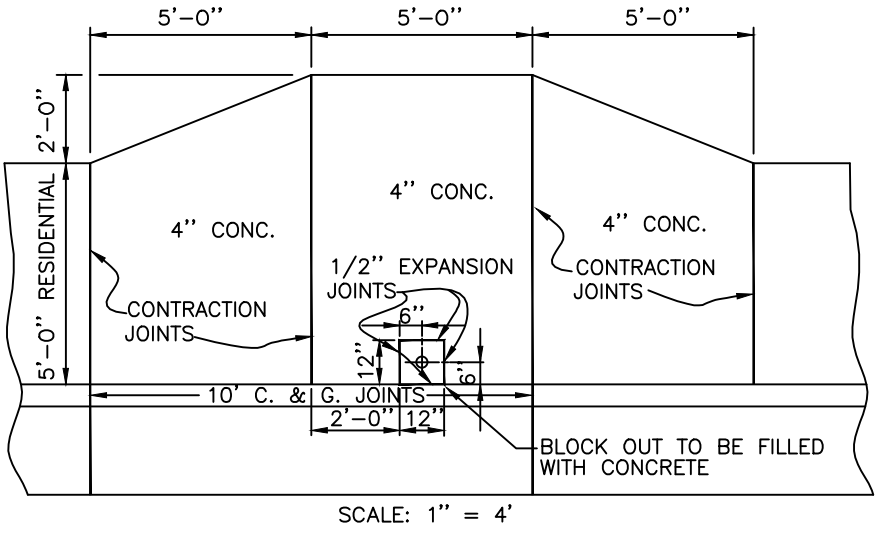
12/27/1999 REVISION	city of PUEBLO colorado	**SEWER DETAILS** PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SD26 DRAWN BY: JM CHECKED BY: MT APPROVED BY: CR



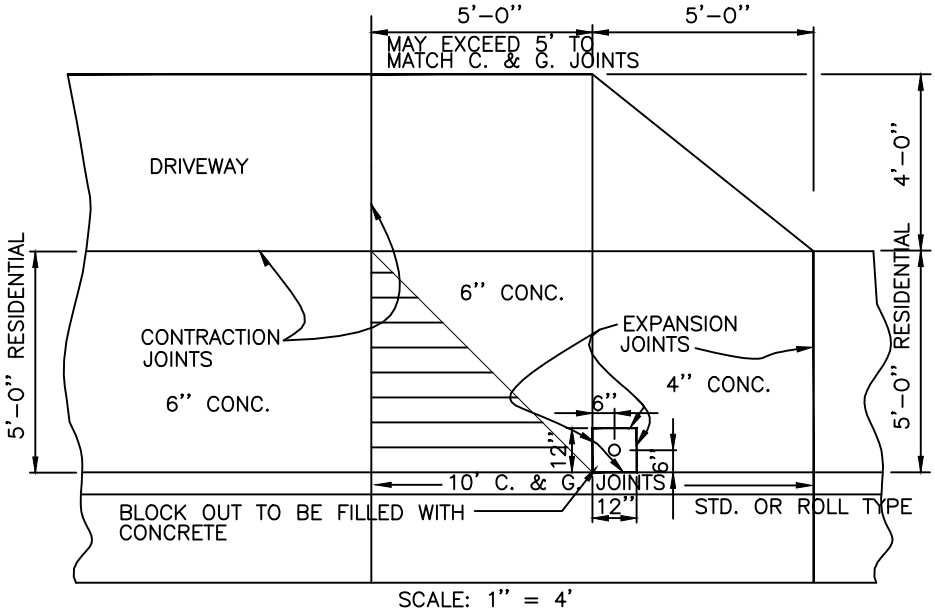
RIGHT OF WAY MONUMENTATION STANDARD

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



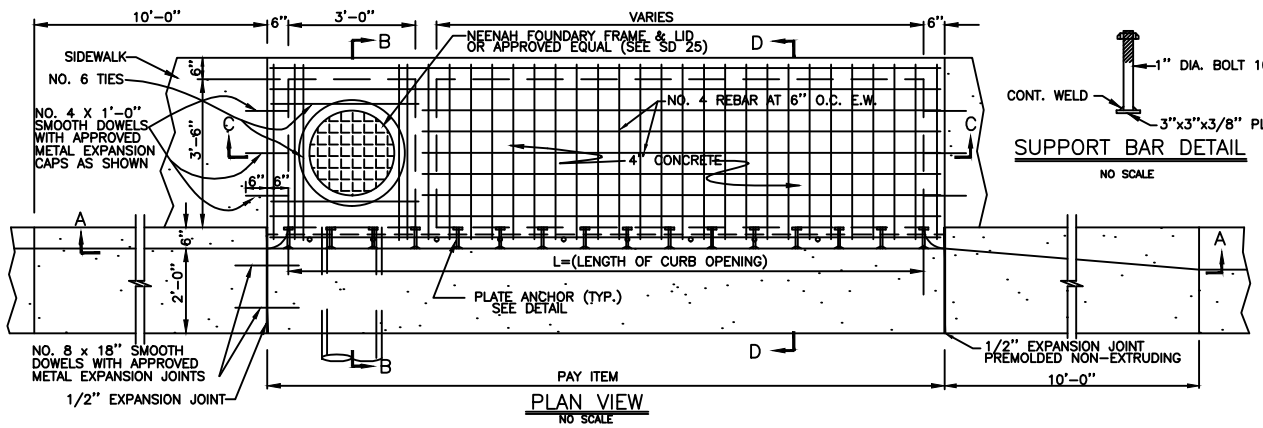
SCALE: 1" = 4'



SCALE: 1" = 4'

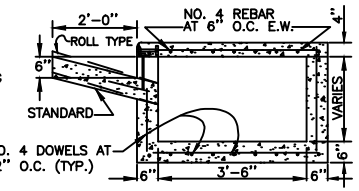
NOTE:
FOR MAIL BOXES LARGER THAN DIMENSIONS SHOWN, DETAIL SHALL BE MODIFIED TO PROVIDE A MINIMUM 3'–6" CLEARANCE TO EDGE OF WALK

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

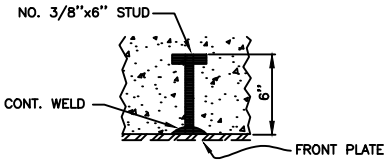
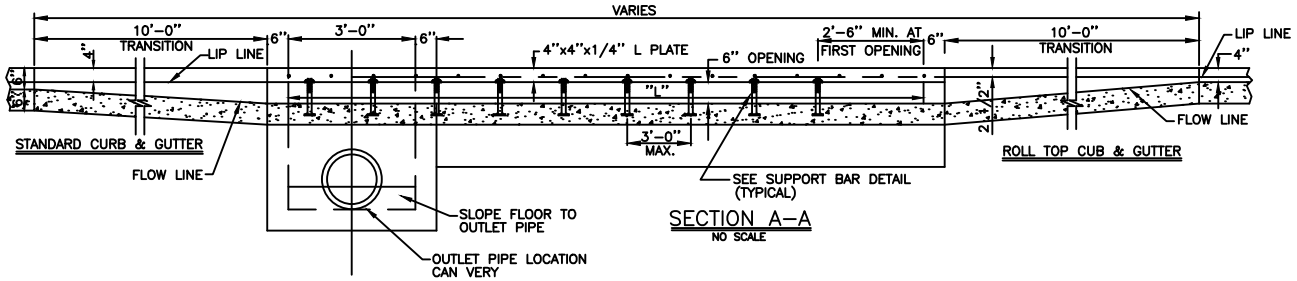
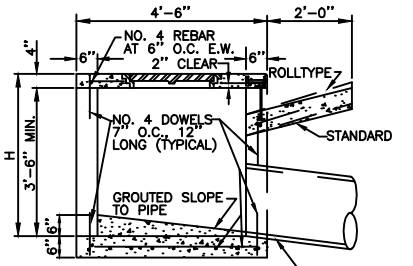


PLATE ANCHOR
NO SCALE



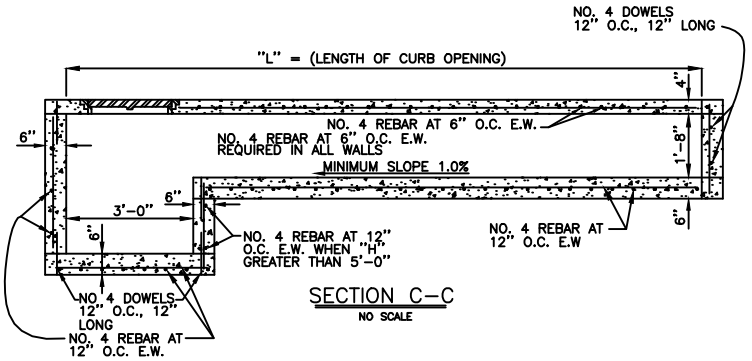
SECTION A-A
NO SCALE



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

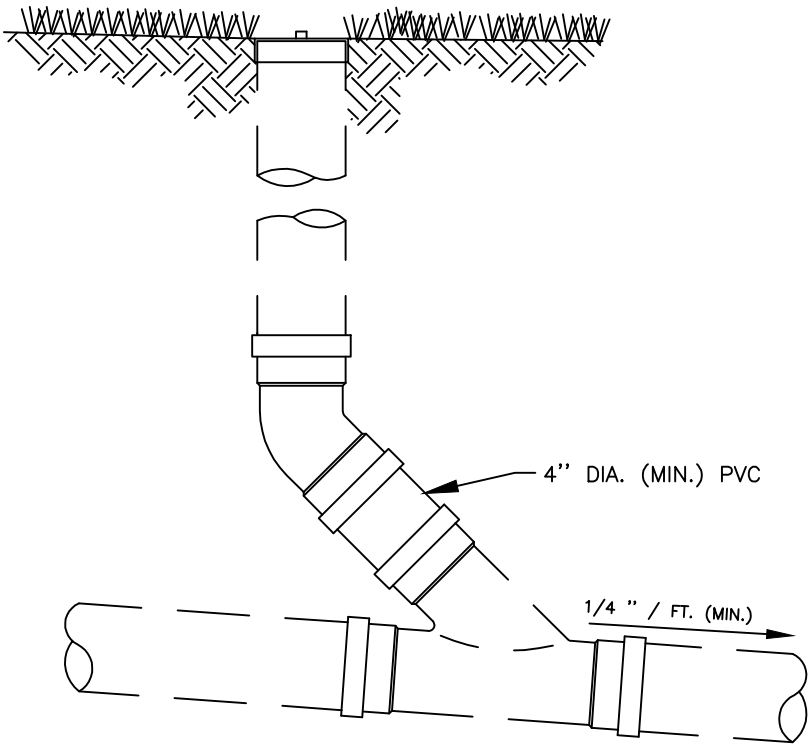
city of PUEBLO colorado
PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION
211 EAST "D" ST. PUEBLO, CO 81003
(719) 553-2295 PHONE

TYPE "W" INLET

SD29

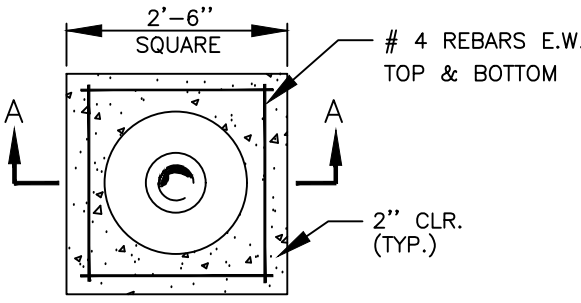
DRAWN BY: JM
CHECKED BY: MT
APPROVED BY: CR

REVISION 03/28/2005



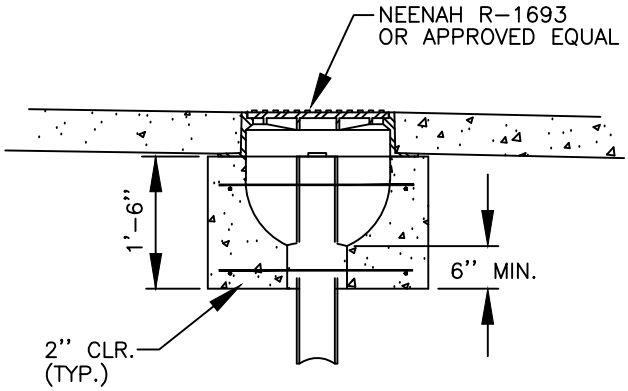
TYPICAL CLEANOUT DETAIL

N.T.S.



COVER DETAIL

SCALE: 1'' = 2'–0''



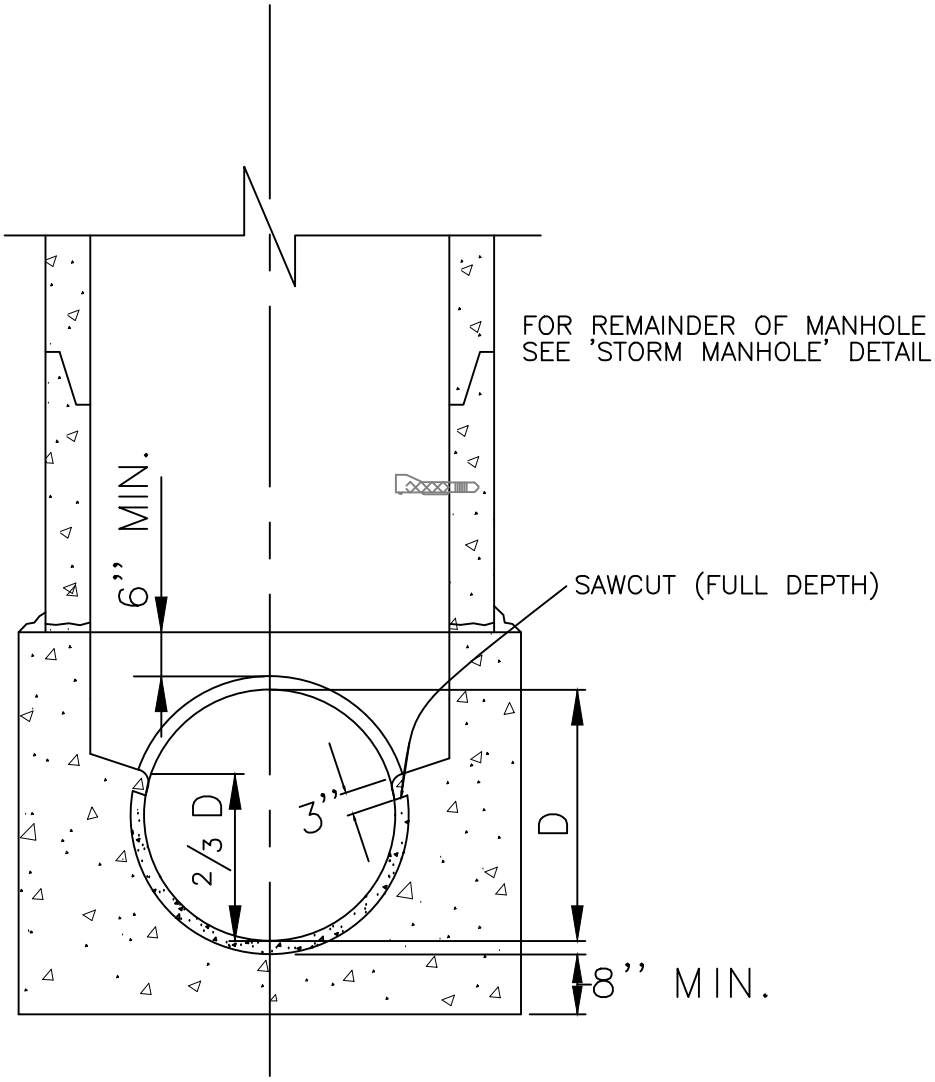
X–SECTION A–A

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 # N-1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: **April 11, 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 NINE SUBRECIPIENT AGREEMENTS BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND (1) FRIENDLY HARBOR, A COLORADO NONPROFIT CORPORATION; (2) THE PUEBLO CHILD ADVOCACY CENTER, INC., A COLORADO NONPROFIT CORPORATION; (3) THE PUEBLO RESCUE MISSION, A COLORADO NONPROFIT CORPORATION; (4) PUEBLO DIVERSIFIED INDUSTRIES, INC., A COLORADO NONPROFIT CORPORATION; (5) THE YWCA OF PUEBLO, A COLORADO NONPROFIT CORPORATION; (6) THE SOUTHEASTERN COLORADO AREA HEALTH EDUCATION CENTER FOR RURAL COLORADO'S HEALTH, INC., A COLORADO NONPROFIT CORPORATION; (7) THE URBAN RENEWAL AUTHORITY OF PUEBLO, COLORADO, A COLORADO URBAN RENEWAL AUTHORITY; (8) PUEBLO COMMUNITY COLLEGE, A COLORADO COMMUNITY COLLEGE, FOR (A) THE INNOVATIVE AND INTERACTIVE ENTREPRENEURIAL EDUCATION OF PUEBLO, COLORADO'S YOUTH PROJECT THROUGH THE SOUTHERN COLORADO SMALL BUSINESS DEVELOPMENT CENTER AND THE SOUTHERN COLORADO INNOVATIVE LINK; AND (B) THE FEMALE FOUNDER PROJECT, THROUGH THE SOUTHERN COLORADO SMALL BUSINESS DEVELOPMENT CENTER, 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 SEVENTY-FOUR THOUSAND SEVEN HUNDRED TWENTY-EIGHT DOLLARS ($674,728.00) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign nine Subrecipient Agreements with local entities to implement 9 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 9 projects, in the amount of $674,728.00, 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 the following nine local projects:

	Organization	Project	Amount of Award
1	Friendly Harbor	Peer Support Specialists	$ 75,000.00
2	Pueblo Child Advocacy Center	Child Abuse Prevention Training	3,706.00
3	Pueblo Diversified Industries	Three 7-8 passenger vehicles	155,390.00
4	Pueblo Rescue Mission	Homeless Shelter	107,963.00
5	SE Colo Health Education Center	Pueblo Back on Track Health Program	66,669.00
6	Pueblo YWCA	Child Care Center	154,000.00
7	Pueblo Urban Renewal	Upgrades to Audio/Visual Equipment to Make the Convention Center COVID-19 Adaptable	38,000.00
8	Pueblo Community College	Youth Entrepreneur Education	49,000.00
9	Pueblo Community College	Female Founder Program	25,000.00
	Total		$ 674,728.00

FINANCIAL IMPLICATIONS:

Nine local entities will receive $674,728.00 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 or fund the nine local projects.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Nine proposed Subrecipient Agreements

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN NINE SUBRECIPIENT AGREEMENTS BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND (1) FRIENDLY HARBOR, A COLORADO NONPROFIT CORPORATION; (2) THE PUEBLO CHILD ADVOCACY CENTER, INC., A COLORADO NONPROFIT CORPORATION; (3) THE PUEBLO RESCUE MISSION, A COLORADO NONPROFIT CORPORATION; (4) PUEBLO DIVERSIFIED INDUSTRIES, INC., A COLORADO NONPROFIT CORPORATION; (5) THE YWCA OF PUEBLO, A COLORADO NONPROFIT CORPORATION; (6) THE SOUTHEASTERN COLORADO AREA HEALTH EDUCATION CENTER FOR RURAL COLORADO'S HEALTH, INC., A COLORADO NONPROFIT CORPORATION; (7) THE URBAN RENEWAL AUTHORITY OF PUEBLO, COLORADO, A COLORADO URBAN RENEWAL AUTHORITY; (8) PUEBLO COMMUNITY COLLEGE, A COLORADO COMMUNITY COLLEGE, FOR (A) THE INNOVATIVE AND INTERACTIVE ENTREPRENEURIAL EDUCATION OF PUEBLO, COLORADO'S YOUTH PROJECT THROUGH THE SOUTHERN COLORADO SMALL BUSINESS DEVELOPMENT CENTER AND THE SOUTHERN COLORADO INNOVATIVE LINK; AND (B) THE FEMALE FOUNDER PROJECT, THROUGH THE SOUTHERN COLORADO SMALL BUSINESS DEVELOPMENT CENTER, 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 SEVENTY-FOUR THOUSAND SEVEN HUNDRED TWENTY-EIGHT DOLLARS ($674,728.00) 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)(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 nine programs described in the nine attached Subrecipient Agreements; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

The following nine Subrecipient Agreements ("Agreements") between and the City of Pueblo, a Colorado municipal corporation and the following entities, dated April 25, 2022, attached hereto, having been approved as to form by the City Attorney, are hereby approved:

	Organization	Project	Amount of Award
1	Friendly Harbor	Peer Support Specialists	$ 75,000.00
2	Pueblo Child Advocacy Center	Child Abuse Prevention Training	3,706.00
3	Pueblo Diversified Industries	Three 7-8 passenger vehicles	155,390.00
4	Pueblo Rescue Mission	Homeless Shelter	107,963.00
5	SE Colo Health Education Center	Pueblo Back on Track Health Program	66,669.00
6	Pueblo YWCA	Child Care Center	154,000.00
7	Pueblo Urban Renewal	Upgrades to Audio/Visual Equipment to Make Convention Center COVID-19 Adaptable	38,000.00
8	Pueblo Community College	Youth Entrepreneur Education	49,000.00
9	Pueblo Community College	Female Founder Program	$ 25,000.00
	Total		$ 674,728.00

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 $674,728.00 are hereby authorized to be paid from Project No. CI2113 – American Rescue Plan Act, for purposes of funding the nine 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 25th 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 Friendly Harbor, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" or "Friendly Harbor." 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. CI-2113 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 to enable Subrecipient to hire two new Peer Support Specialists and move two current part-time Peer Support Specialists to full- time status (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) Mental health issues and Substance Use Disorders have accelerated sharply during the pandemic. An initial report (mental-health-substance-use-effects-covid-pandemic-srb.pdf) issued in May, 2021 by the Substance Abuse and Mental Health Services Administration (SAMHSA) a division of the U.S. Department of Health and Human Services, estimated issues ranging from stress, anxiety, and depression to serious substance abuse and suicidal ideation had increased by as much as 28%. That was in May, 2021. Current data show these trends now in the high 30% ranges or more. Nationwide, efforts to create access points for resources to combat this pandemic-related issue are ramping up. Peer Support is among those efforts and is having an impact locally.

(b) Friendly Harbor is seeking support funds to increase staffing at its Peer Support Specialist level. Specifically, Subrecipient is looking to engage more significantly with Veterans Court, Behavioral Health Treatment Court and Parkview Health Systems. Subrecipient currently engages with and receives many referrals but is not always able to connect with those who are referred as productively as it would like. Increased staffing would give Subrecipient the means to do this. In addition, Subrecipient aims to step-up its outreach efforts and host additional group support sessions. There are a multitude of opportunities for support groups with assisted living facilities and group homes, along with CMHIP via the Colorado Office of Behavioral Health.

(c) Outreach opportunities are abundant through community events and direct engagement with other organizations and access points. Subrecipient simply needs to increase its staffing – both by hiring new staff and moving current staff to full time positions.

(d) Friendly Harbor Community Center opened its doors in 1996 in Pueblo, offering a place for adults recovering from a mental illness and substance use disorders to congregate, feel safe, and connect with others who struggle with similar life experiences. Subrecipient continues this service today. Friendly Harbor has also become a valued asset to the Pueblo community, providing support groups and opportunities for those it serves to engage in healthy social activities and foster strong connections with professional providers and community agencies. Subrecipient is the only organization in Pueblo County that employs Peer Specialists who provide support services independent of a treatment facility.

(e) Friendly Harbor was one of the very first peer-run support organizations in Colorado and has been recognized state-wide for its specifically trained Peer Specialists. Peer Specialists have been shown to significantly improve the outcomes of those working on recovery from a mental illness or substance use conditions. Peer Specialists are individuals in recovery from mental illness or substance use disorder (i.e. have “lived experience”) who have been specially trained to help others in their recovery. Extensive research has resulted in both the Substance Abuse and Mental Health Services Agency (SAMSHA) and the Centers for Medicaid and Medicare Services (CMS) designating peer support services to be an evidence-based model of care.

(f) Using trained Peer Specialists has demonstrated significant benefits for City residents with mental illness and substance use disorders along with their families. There are greater symptom improvements, decreased hospitalizations, decreased use of emergency rooms, increased employment and improved quality of life. Pueblo DHS Mentor2Success Program with Dependency and Neglect Shelter Court, Safe Baby Court, Veterans Court, Mental Health Advocacy with NAMI, Pueblo Rescue Mission, Pueblo Community Health Center, Probation Department, and Colorado Mental Health Institute – Pueblo are among organizations to which Subrecipient offers its services

(g) In September of 2016, Subrecipient purchased 2713 North Grand Avenue in the Northside neighborhood of the City. This property is on the Colorado Historic Registry as the Lincoln Home, an orphanage created for children of color who were not welcome in Pueblo's other orphanages. Later this building served as the Martin Luther King Jr. Museum from 1993 – 2015. Continuing the tradition of using this building for disadvantaged and underserved populations, Subrecipient reopened the doors on November 14, 2016 to serve those with a mental illness and substance use disorders along with their families. This new property doubled Subrecipient's interior space and upgraded Subrecipient's location from a run-down rental in an area where night-time police calls were routine, to a beautiful, airy, historic house in a very pleasant neighborhood. The new facility has also tripled Subrecipient's outdoor space, providing the opportunity to develop a community garden and outdoor classrooms.

(h) Unlike other agencies that work with the mentally ill, Friendly Harbor receives no ongoing state or federal funding which means that funds from grants, donations and in-kind help from volunteers will determine Friendly Harbor's future.

(i) Pueblo faces the perfect storm of mental illness and substance use challenges and COVID has amplified these issues. In Pueblo the adult mental health hospitalizations rate is 50% higher than for the state of Colorado as a whole. Hospitalizations for adult suicide attempts is 89% higher in Pueblo than for the rest of the state. An ARPA grant will allow Friendly Harbor to expand services to address more of this population, particularly now that COVID has increased needs so dramatically.

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-Five Thousand Dollars (U.S. $75,000.00). 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) Notice pursuant to 2 CFR 25.300 – Requirement for recipients to ensure subrecipients have a unique entity identifier:

- A recipient of ARPA funds, such as the City of Pueblo, may not make a subaward to a subrecipient unless the subrecipient has obtained and provided to the recipient a unique entity identifier. Subrecipients are not required to complete full SAM registration to obtain a unique entity identifier.
- A recipient must notify any potential subrecipients that the recipient cannot make a subaward unless the subrecipient has obtained a unique entity identifier.

(e) 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.

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL
CORPORATION

_____
City Clerk

By_____
Nicholas A Gradisar, Mayor

(Seal)

Subrecipient:

FRIENDLY HARBOR
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.

FRIENDLY HARBOR'S SCOPE OF SERVICES

B. Principal Tasks

The components of Friendly Harbor's work plan under this Agreement shall be as follows:

1. During the term of the Project, Subrecipient's Peer Support Specialists, with assistance from Subrecipient's administrative staff, shall work with clients to help manage their finances, provide transportation options, participate in community projects and access resources and treatment options. Subrecipient shall provide outreach to encourage clients to attend support groups. Subrecipient shall also provide education to families and other supporters to help them better understand and support the Subrecipient's clients.

2. Peer Specialists shall offer assistance to clients in finding employment or returning to school or connecting with other community services. In addition, Peer Specialists shall provide emotional and practical support to those who visit Subrecipient's center. During the term of the Project, Subrecipient shall welcome all adults with mental health or substance use conditions, their supporters, their family and community organizations to its facility.

3. Subrecipient's performance shall be evaluated by using an outcome-based approach. Client outcomes will be measured via Subrecipient's Data Collection Questionnaire completed at baseline and annually thereafter and anecdotal reports by clients and partner organizations to Subrecipient's Peer Specialist staff. Subrecipient has created its own in-house data collection questionnaire. Subrecipient shall track mental and physical wellness defined by: self-reported increase in quality of life (0-5 scale), employment, school attendance, registration with a behavioral health treatment provider, registration with a physical health provider, adherence to prescribed medication and development of a healthy, sober support system through attendance and participation frequency at the Subrecipient's facility and a decrease in self-harm ideation and actions, emergency room visits, and use of illegal substances. During the term of the Project, Subrecipient shall also continue using the Quality of Life scale that is widely used in the nursing field. This evaluative mechanism looks at E.R. usage, hospitalization, adherence to medication, employment, school, and illegal substance and alcohol use. In addition, Subrecipient shall track

the increase in client registrations and outcomes when new staffing is implemented under this Agreement.

C. Budget

The Project budget is straightforward. Friendly Harbor is awarded $75,000 to hire two new Peer Support Specialists and move two current part-time Peer Support Specialists to full- time status. The average annual salary for a full-time Peer Support Specialist is approximately $25,000. Subrecipient currently has one volunteer Peer Support Specialist who is certified and will become a full-time, paid employee. Subrecipient estimates that the second position could be filled within 60 days based on its current candidate pool. Subrecipient currently has two part-time Peer Support Specialists who are interested in becoming full-time. This could be accomplished at a cost of $25,000 over the course of a year. During the Project term, Subrecipient shall withhold and pay all required employer payroll taxes and fees including workers compensation and unemployment insurance.

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 genera

l 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. 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.

5. 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.

6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

7. 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 25th 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 Child Advocacy Center, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" or "PCAC." 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. CI-2113 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 child abuse prevention training (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 turned many Puebloans' lives and businesses upside down. Many children suffered at home when their caregivers were under extreme

stress when they were outside the view of watchful eyes and ears at school, at church, and other places where people are trained to identify signs of abuse.

(b) Children who experience abuse and/or neglect are more likely to have developmental delays and impaired language or cognitive skills; to be identified as "problem" children (with attention difficulties or challenging behaviors); to be arrested for delinquency, adult criminality, and violent criminal behavior; experience depression, anxiety, or other mental health problems as adults; engage in more health-risk behaviors as adults and have poorer health outcomes as adults.

(c) Due in large part to the pandemic, child abuse increased dramatically in Pueblo County during the last 18 months – more than 30%. The severity of child abuse has also increased to the extent that emergency departments, not teachers, are now the primary source of referrals. Concurrently, aunts and uncles are seeing more bruises and burns that are unmistakable evidence that something is wrong. Neighbors, now spending more time at home, are observing patterns of neglect or hearing evidence of domestic violence and know children are witnessing it - but they are unsure how and when to report their suspicions. In all these cases, there has clearly already been a history of abuse and third-party involvement is, simply, too late.

(d) ARPA funding for Subrecipient's Child Abuse and Prevention and Treatment Project will provide the necessary financial resources for carrying out the program authorized under section 106 of the Child Abuse Prevention and Treatment Act ("CAPTA") (42 U.S.C. 5106a). CAPTA's purpose is to provide a multitude of services and supports to provide comprehensive support for parents and children and to prevent and treat child abuse and neglect.

(e) Aligned with the purpose of CAPTA, the Pueblo Child Advocacy Center has a single focus for preventing and responding to child abuse and neglect. Subrecipient's mission: "to provide prevention education and a safe environment for the investigation of child abuse." PCAC provides vital support to families, including coordination and connection with mental health, substance use, and domestic violence services, among others.

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 Three Thousand Seven Hundred Six Dollars (U.S. $3,706.00). 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) Notice pursuant to 2 CFR 25.300 – Requirement for recipients to ensure subrecipients have a unique entity identifier:

- A recipient of ARPA funds, such as the City of Pueblo, may not make a subaward to a subrecipient unless the subrecipient has obtained and provided to the recipient a unique entity identifier. Subrecipients are not required to complete full SAM registration to obtain a unique entity identifier.
- A recipient must notify any potential subrecipients that the recipient cannot make a subaward unless the subrecipient has obtained a unique entity identifier.

(e) 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.

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL
CORPORATION

_____
City Clerk

By_____
Nicholas A Gradisar, Mayor

(Seal)

Subrecipient:

PUEBLO CHILD ADVOCACY CENTER
A COLORADO NONPROFIT CORPORATION

ATTEST:

By_____
Signature

Name_____

Title_____

By Jennifer Chavez
Signature

Name Jennifer Chavez

Title Executive Director

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.

PCAC'S SCOPE OF SERVICES

B. Principal Tasks

The components of PCAC's work plan under this Agreement shall be as follows:

1. Subrecipient shall provide outreach and training services, using in-person, virtual or hybrid formats, to educate the public about child abuse recognition and prevention. Participants in PCAC's training sessions will learn:

- prevalence and consequences of child sexual abuse;
- situations that create the risk for abuse;
- behaviors and grooming techniques practiced by perpetrators;
- practical strategies for protecting children from sexual abuse;
- recognizing the signs of sexual abuse in children;
- how to intervene and react responsibly if warning signs appear or abuse is disclosed

2. Outreach and training will be delivered through trauma-sensitive approaches and programs by promoting trauma-informed care individually and collectively. A variety of audiences will be targeted for training/presentations:

- Business leaders, so that they can recognize that supporting families and children will lead to economic growth.
- Policymakers, so that they can reduce the hurdles faced by families who need support and resources.
- Faith communities, so that they can open up their spaces for parent and youth activities.
- Educators, so that they can be more attuned to noticing if something seems wrong with a student and follow-up appropriately.
- Community members, so that they can pay closer attention to relatives, friends and neighbors and help with the social isolation some parents may experience.
- Small stipends in the form of grocery or gas gift cards will be given to the community members who participate. Data supports that this is a proven method of increasing the participation of those that need it the most.

3. PCAC staff (already immersed in child abuse prevention and treatment education) will

repurpose some of their time (approximately 0.05 FTE between them) to creating a master slide deck in several categories. Staff will work with multidisciplinary professionals in social work, mental health and the legal system to create meaningful presentation materials for a variety of audiences.

4. PCAC staff (part of the 0.05 FTE dedicated to outreach and training) will contact prospective participants for scheduling.

- Every staff member will be trained to make presentations so that each module has the benefit of interaction/Q&A.
- The Board of Directors will play a role in scheduling presentations with businesses and their worship centers.
- Subrecipient shall schedule presentations in collaboration with Pueblo City School District 60 and Pueblo Rural School District 70 with relevant trainings for mandatory reporters.

5. Subrecipient shall use best reasonable efforts to schedule not less than 370 (unduplicated) Pueblo County community members to receive one or more of these trainings during the Project term.

6. Subrecipient's performance shall be assessed according to the following criteria:

a. Outputs:
   - Increased number of reports to law enforcement by people other than mandatory reporters.

b. Immediate outcomes:
   - Participants will learn how and when to report child abuse.
   - Abused children will get immediate remediation.

c. Intermediate outcomes:
   - Parents will learn behaviors that help prevent child abuse and neglect and improve their ability to cope with stress.
   - Child abuse incidents will be reduced.

d. Long-term outcomes:
   - Positive childhood experiences in nurturing environments provide fertile ground for physical and mental health, learning and social skills to flourish.
   - Child abuse in Pueblo County will be put on a path toward eradication.

7. All education/training will be provided at no cost to participants.

C. Budget

During the term of the Project, Subrecipient shall be guided by the following budget:

Description	Amount
Printing/Other Media of presentation materials and pre-/post-tests	$ 500.00
Mileage (100 miles at $0.56)	56.00
Staffing (0.05 FTE for development/delivery)	2,150.00
Stipends to community member participants (direct to 50 community members @$20ea)	1,000.00
Total	$ 3,706.00

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. 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.

5. 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.

6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

7. 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 April 5, 2022.

By: Jennifer Chavez
Name: Jennifer Chavez
Title: Executive Director

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 25th 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 Rescue Mission, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" or "PRM." 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. CI-2113 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 to enable Subrecipient to provide assistance and services to the City's homeless population (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) Subrecipient Pueblo Rescue Mission ("PRM") is the only agency in Pueblo County providing shelter services for unaccompanied adult men and women over the age of 18, who are experiencing homelessness. PRM has demonstrated its ability to deliver services to Pueblo's adult population experiencing homelessness. From December 15, 2018 through April 30, 2019, PRM entered into a contract with the City of Pueblo to operate an emergency warming shelter which provided 10,235 shelter nights to 578 unduplicated individuals. During this same time, 31 clients of PRM moved into some form of an independent living environment (suitable housing).

(b) Following the acquisition of a $1.3M renovation grant from the Colorado Department of Local Affairs, PRM opened its permanent home at 728 W. 4th Street on January 30, 2020. In addition to providing food and shelter to residents in its facility, PRM offers outreach to an average of 42 homeless individuals living in camps and on the streets of Pueblo. PRM also provides a weekly clothing bank that serves 60 individuals per week.

(c) Before COVID-19's arrival in the City of Pueblo in March, 2020, PRM operated only during overnight hours, opening in the evening, serving a meal, and then closing early morning the following day. Subrecipient's mission was to provide overnight sheltering. Daytime hours of operation were limited and were used for case management and clients utilizing PRM's counseling services.

(d) Since Mid-March, 2020, PRM has adjusted its services to accommodate a 24/7 format; housing sheltered and unsheltered homeless men and women all day and all night, keeping them inside the shelter and safe, serving 3 meals each day to the homeless, in addition to serving a separate evening community meal, all the while maintaining the CDC's rules of social distancing

(e) Since March, 2020, Subrecipient has experienced a tremendous strain on its budget brought about by the additional staffing costs required to implement stay-at-home, safer-at-home orders and extended hours, escalated costs associated with serving more people and additional expenses related to the implementation of required public health mandates.

(f) Subrecipient's services have minimized the risks to public health and safety in the midst of a pandemic by giving people experiencing homelessness a safe place to stay, as well as proving a central location to provide information, COVID testing and services to meet basic needs.

(g) Funding for PRM's operating Transitional Homeless Shelter will assist the Subrecipient to meet its most pressing and critical financial needs to pay for staffing and other escalating costs associated with serving more people over extended hours during a prolonged pandemic.

(h) Success stories of Subrecipient during 2020-2021:

- 17 men and 2 women found employment.

- 10 found stable living accommodations.
- 2 men went to treatment of sober living.
- 21 of the seniors have enrolled in services with Innovage.
- 1 male was referred to Hospice care.
- HMIS has been completed on all enrollments in the shelter.
- Case management intake and assessment have been completed for 54 people.
- VSPDAT applications have been completed for 16 people to access the CES program list (housing).
- 4 individuals have received vouchers for housing.
- 88 individuals have gained access to a pro bono attorney to assist with Social Security claims.
- 40 individuals have received assistance to apply for SNAP and Medicaid assistance.
- 10 individuals have assisted in the kitchen and other various operations at the PRM facility.
- Weekly transports have been made for medical, medication pick-up and other appointments.
- 14 people have maintained contact with their therapist and case manager.
- 22 people are attending the DBT class sponsored by Friendly Harbor (2 x wk)
- Approximately 33 people attend Celebrate Recovery classes both on site and off site of the PRM facility.

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 Seven Thousand Nine Hundred Sixty-Three Dollars (U.S. $107,963.00). City shall make payments to Subrecipient according to the following schedule:

Date	Description	Amount
05-15-22	Initial payment	$ 32,963.00
10-15-22	Second payment (contingent on receipt of quarterly reports covering 05/01/22 to 09/30/22)	25,000.00
01-15-23	Third payment (contingent on receipt of quarterly report for the preceding quarter)	25,000.00
04-15-23	Final payment (contingent on receipt of quarterly report for the preceding quarter)	25,000.00
Total		$ 107,963.00

(d) Notice pursuant to 2 CFR 25.300 – Requirement for recipients to ensure subrecipients have a unique entity identifier:

- A recipient of ARPA funds, such as the City of Pueblo, may not make a subaward to a subrecipient unless the subrecipient has obtained and provided to the recipient a unique entity identifier. Subrecipients are not required to complete full SAM registration to obtain a unique entity identifier.
- A recipient must notify any potential subrecipients that the recipient cannot make a subaward unless the subrecipient has obtained a unique entity identifier.

(e) 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

(Seal)

Subrecipient:

PUEBLO RESCUE MISSION
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.

PRM'S SCOPE OF SERVICES

B. Principal Tasks

The components of PRM's work plan under this Agreement shall be as follows:

1. During the term of the Project, Subrecipient shall provide meals, shelter and counseling to the City of Pueblo's needy and people experiencing chronic homelessness. PRM shall provide food, shelter and operate a case management system which provides counseling services to assist participants to gain independence through sustainable housing.

2. The components of PRM's services to the unhoused shall include, but not be limited to, the following:

a. Transitional Homeless Shelter: Shelter services for up to 25 women and 75 men to include a bed, showers and recreation.

b. Daily Meals Program: PRM shall provide breakfast, lunch and dinner to shelter residents 7 days per week. In addition, PRM shall provide an evening meal 7 days per week to anyone in the community in need of a meal (includes persons not residing in PRM's shelter and homeless individuals from the streets/camps: men, women, children).

c. Resource Navigation Community Center: The Subrecipient shall assist all homeless individuals, including persons not residing at PRM's shelter, to consider specific solutions to the current obstacles they face by teaching individuals the skills and supporting the individuals toward making positive changes in their lives.

3. Subrecipient's performance under this Agreement shall be assessed according to the following criteria:

- the numbers of individuals served;
- the number of individuals who obtain supportive or assisted housing;
- number of individuals who obtain employment.

4. Goals for the first year of the Project Term:
   - 490 (unduplicated) persons served;
   - 1,747 (duplicated) persons served;
   - 24,000 shelter bed nights.

5. All services will be provided at no cost to the homeless.

C. Budget

The aggregate of all payments made pursuant to this Agreement shall not exceed One Hundred Seven Thousand Nine Hundred Sixty-Three Dollars (U.S. $107,963.00).

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. 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.

5. 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.

6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

7. 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 25th 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 Diversified Industries, Inc., a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" or "PDI." 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. CI-2113 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 to enable Subrecipient to purchase three (3) seven to eight (7-8) passenger vehicles for use by Subrecipient's clients (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) Last year Subrecipient Pueblo Diversified Industries ("PDI") lost $514,017 in revenue due to the impact of the COVID-19 pandemic. The two programs which were hit the hardest are the ones that have the most impact in our community: Day Support Services for People with Intellectual and Developmental Disabilities and Employment for People with and without Developmental Disabilities.

(b) The state of Colorado is expecting more community integration within the services provided by PDI and is directing PDI to create non-site-based programming. By purchasing the vehicles PDI will be able to be responsive to the directives of state government.

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 Fifty-Five Thousand Three Hundred Ninety Dollars (U.S. $155,390.00). 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) Notice pursuant to 2 CFR 25.300 – Requirement for recipients to ensure subrecipients have a unique entity identifier:

- A recipient of ARPA funds, such as the City of Pueblo, may not make a subaward to a subrecipient unless the subrecipient has obtained and provided to the recipient a unique entity identifier. Subrecipients are not required to complete full SAM registration to obtain a unique entity identifier.
- A recipient must notify any potential subrecipients that the recipient cannot make a subaward unless the subrecipient has obtained a unique entity identifier.

(e) 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.

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL
CORPORATION

_____
City Clerk

By_____
Nicholas A Gradisar, Mayor

(Seal)

Subrecipient:

PUEBLO DIVERSIFIED INDUSTRIES, 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.

PDI'S SCOPE OF SERVICES

B. Principal Tasks

The components of the Subrecipient's work plan under this Agreement shall be as follows:

Purchase three (3) seven to eight (7-8) passenger vehicles for use by PDI's clients.

C. Budget

$155,390.00.

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. 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.

5. 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.

6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

7. 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 all applicable federal and state statutes and regulations, including but not limited to the following,:

(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; 2 CFR 200.310; 2 CFR 200.313 and 2 CFR 200.316 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 25th 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 Young Womens Christian Association of Pueblo a/k/a the Pueblo Young Womens Association, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" or "YWCA" 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. CI-2113 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 to enable Subrecipient to open and staff a Daycare Center on its campus located at 801 N. Santa Fe Ave., Pueblo, CO 81003 (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 unprecedented COVID-19 pandemic has brought the importance of access to quality, affordable childcare not only for the workforce but for people who has been historically underserved such as victims of domestic violence and their children. Childcare capacity in Colorado, even before the pandemic, was declining and has only worsened over the past 2 years with the arrival of COVID-19 in Pueblo County. Many employers and organizations have expressed interest in taking action to address this critical problem.

(b) The YWCA of Pueblo is collaborating with the Colorado Department of Human Services (CDHS), who has in turn, is cooperating with "Executives Partnering to Invest in Children (EPIC)" to create a 5-month Design Lab which will help the Subrecipient prepare, plan, and create an on-site or near-site childcare program.

(c) Subrecipient has applied for the Childcare Design Lab project to expand programs at the YWCA by opening a daycare center. Subrecipient plans to meet the Level 4 standard of the Colorado Shines Quality Rating and Improvement System. The YWCA plans to serve children in Pueblo County. Subrecipient's childcare staff will represent and reflect the linguistic and cultural diversity of the families living or working in our community. The YWCA has also consulted with Ms. Angie Shehorn, director of the Pueblo Community College Children First program about childcare licensing protocols and will consult with her to obtain the necessary licensing approvals.

(d) The opening of a childcare center at the YWCA will provide much needed high quality, affordable daycare services to the YWCA employees, the domestic violence families the YWCA serves and to the general public. For employees and victims of crime such as domestic violence, providing daycare services will allow a parent to seek employment or return to school, knowing that their children are in a safe, secure, and nurturing space to learn and grow.

(e) The YWCA plans to hire a Program Manager for the childcare center and the manager will hire and train the daycare staff. The request for ARPA funding is to hire and retain staff to meet the additional demands imposed by the pandemic by providing daycare services to employees and domestic violence victims in our community. Additional sources of funding will come from general operating grants from both federal state programs and private foundations. The YWCA domestic violence victims will have a safe and secure childcare center for their children, allowing them the flexibility and opportunity to prepare for and secure employment. While there is no one formula for ensuring the quality of center-based childcare, the Subrecipient is aware that it encompasses a number of easily quantifiable elements including the provision of nutritious food, the child-caregiver ratio, the salary and education level of caregivers, continuing education for caregivers and benchmarks for the safety and security of the children.

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 Fifty-Four Thousand Dollars (U.S. $154,000.00). City shall make payments to Subrecipient according to the following schedule:

Date	Description	Amount
05-15-22	Initial payment	$ 14,000.00
10-15-22	Second payment (contingent on receipt of quarterly reports covering 05/01/22 to 09/30/22)	35,000.00

01-15-23	Third payment (contingent on receipt of quarterly report for the preceding quarter)	35,000.00
04-15-23	Fourth payment (contingent on receipt of quarterly report for the preceding quarter)	35,000.00
07-15-23	Final payment (contingent on receipt of quarterly report for the preceding quarter)	35 ,000.00
Total		$ 154,000.00

(d) Notice pursuant to 2 CFR 25.300 – Requirement for recipients to ensure subrecipients have a unique entity identifier:

- A recipient of ARPA funds, such as the City of Pueblo, may not make a subaward to a subrecipient unless the subrecipient has obtained and provided to the recipient a unique entity identifier. Subrecipients are not required to complete full SAM registration to obtain a unique entity identifier.
- A recipient must notify any potential subrecipients that the recipient cannot make a subaward unless the subrecipient has obtained a unique entity identifier.

(e) 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.

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL
CORPORATION

_____
City Clerk

By_____
Nicholas A Gradisar, Mayor

(Seal)

Subrecipient:

YOUNG WOMENS CHRISTIAN ASSOCIATION OF PUEBLO a/k/a

PUEBLO YOUNG WOMENS CHRISTIAN ASSOCIATION

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.

YWCA'S SCOPE OF SERVICES

B. Principal Tasks

The components of the YWCA's work plan under this Agreement shall, to the extent reasonably possible, abide by the following timeline:

- Month 1: Post and hire the childcare director.
- Month 2- 4: Work on licensing requirements. The licensing process can take up to 90 days.
- Months 3-6: Hire additional staff when the childcare director believes it is appropriate.
- Month 6: Open the childcare center.

C. Budget

The aggregate of all payments made pursuant to this Agreement shall not exceed One Hundred Fifty-Four Thousand Dollars (U.S. $154,000.00).

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. 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.

5. 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.

6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

7. 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 25th 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 Southeastern Colorado Area Health Education Center for Rural Colorado's Health, Inc., a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" or "SECAHEC." 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. CI-2113 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 to support Subrecipient's Pueblo Back on Track Health Program (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, like other cities and towns, instituted health and safety protocols to slow the spread of COVID-19 which disrupted access to many non-emergency, routine health care services for months. Due to the impact of COVID-19 protocols and closures, clinicians are seeing a reported rise in patients showing signs of more advanced preventable chronic diseases because they were not managed or controlled at earlier stages. People put off seeking healthcare check-ups and care management information due to their fears of contracting COVID-19 at a healthcare facility. Thus, those with diabetes and other chronic health problems did not get health information or care needed for the prevention of healthcare issues due to chronic disease complications. Further, a Centers for Disease Control and Prevention study released last September, 2021, found 32% of U.S. adults by reporting they avoided routine medical care due to concerns over COVID-19, while 12% of adults delayed seeking urgent or emergency care. Although Pueblo community members were offered the use of telehealth services, many people hesitated to use online technology, especially seniors, to seek health education or medical advice for their chronic health issues.

(b) Subrecipient is a 501(c)(3), independent nonprofit, with over 40 years of experience in providing programs to rural and underserved communities. The organization is viewed as a neutral convener and connector. SECAHEC empowers communities to provide health equity through education and resources. Subrecipient provides health self-management programs, an AcuDetox acupuncture protocol and dental health education for children.

(c) SECAHEC also provides evidence-based Diabetes Self-Management Program (DSMP), Chronic Disease Self- Management (CDSMP) and Pain Self-Management Program (PSMP) classes. With the arrival of the COVID-19 pandemic in Pueblo in March, 2020, SECAHEC was required to convert its in-person classes to video conferencing. However, community members, mostly seniors, were unable to adapt or were hesitant to use the necessary technology.

(d) SECAHEC proposes to provide diabetes, chronic disease, and AcuDetox acupuncture protocol programs to Pueblo community members only. These programs will fulfill the need for Pueblo community members to get back on track with their health management, thus avoid further disease complications which can be life threatening. In addition, Subrecipient will provide the tools for people to help manage their conditions. Based on the Pueblo population's social determinants of health, SECAHEC will target the underserved communities in Pueblo, specifically seniors, those who are in poverty and at-risk community members with chronic disease conditions and those who are fighting substance abuse.

(e) Subrecipient's self- management programs foster the following beneficial outcomes:

- Economic Self-Sufficiency: The outcome of the individual that completes the DSMP, CDSMP or CPSMP education is self- sufficiency in managing their diabetes for optimal health and living. In addition, diabetes management reduces health care costs and emergency room visits and hospital admissions. SECAHEC's classes will enable those who were unable to stabilize or prevent chronic disease conditions to receive the education and support that were held

back during COVID-19 restrictions which overwhelmed healthcare facilities.

- Health Equity: Low and no-cost health services are vital to building and maintaining healthcare accessibility and affordability for underrepresented and low income Pueblo areas.
- Family and Community Connections: DSMP, CDSMP, and CPSMP education engages the client and his or her family. Not only does the client adopt a healthier lifestyle, he or she develops a sense of emotional and physical health control, lifestyle satisfaction and family cohesiveness.
- Health and Rehabilitation: Due to the self-ownership of the person's own health maintenance, there will be an increase of self-confidence to engage the whole family for healthy living and eating.
- Independent Living: The increase in diabetes self-management knowledge will provide independence and a healthy environment, resulting in a continuum of good health for the client and his or her family.
- Safety: The safety outcomes of a self-regulated regimen from the DSMP, CDSMP and CPSMP education include safe environment practices such as falls preventions, foot and skin care, maintaining safe glucose levels, and exercise.
- AcuDetox will help those with anxiety, pain, addiction, and other stresses to cope with and manage their mental health while watching and managing their chronic conditions.

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 Sixty-Six Thousand Six Hundred Sixty-Nine Dollars (U.S. $66,669.00). 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) Notice pursuant to 2 CFR 25.300 – Requirement for recipients to ensure subrecipients have a unique entity identifier:

- A recipient of ARPA funds, such as the City of Pueblo, may not make a subaward to a subrecipient unless the subrecipient has obtained and provided to the recipient a unique entity identifier. Subrecipients are not required to complete full SAM registration to obtain a unique entity identifier.
- A recipient must notify any potential subrecipients that the recipient cannot make a subaward unless the subrecipient has obtained a unique entity identifier.

(e) 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.

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL
CORPORATION

_____

City Clerk
(Seal)

By_____

Nicholas A Gradisar, Mayor

Subrecipient:

Southeastern Colorado Area Health
Education Center for Colorado's Rural Health, 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.

SECAHEC'S SCOPE OF SERVICES

B. Principal Tasks

During the term of the Project, the components of the Subrecipient's work plan under this Agreement shall be as follows:

1. SECAHEC will provide in-person and/or virtual DSMP, CDSMP, CPSMP and AcuDetox acupuncture education to Pueblo County residents.

2. SECAHEC shall promote its diabetes self-management and AcuDetox programs through social media, local newspapers, provider offices, clubs and organizations, senior networks and health fairs or other community events.

3. A self-management instructor will provide completion certificates to clients who complete the self-management classes.

4. SECAHEC shall provide ongoing support and information to clients through in-person office visits or by telephone.

5. SECAHEC shall send participants its bi-monthly Diabetes Education Newsletter.

6. Subrecipient's performance under this Agreement shall be evaluated according to the following criteria:

- A pre- and post-survey will be given to each participant in the proposal programs. The surveys will inform SECAHEC of the outcomes and success of the Project.
- At least 500 people will be informed at health fairs or other community events regarding the Pueblo Back on Track Program.
- At least 60 community members will participate in the self-management and AcuDetox programs.
- As measured by pre-and post- program tests from each participant, there shall be a 50% knowledge increase for the DSMP, CDSMP or CPSMP participants and a 60% knowledge increase for AcuDetox participants.

C. Budget

During the term of the Project, Subrecipient shall be guided by the following budget:

Description	Amount
Personnel salaries	$ 45,000.00
Personnel benefits (22% of salaries)	9,900.00
Mileage (300 miles @ $.50 per mile)	150.00
National Hispanic Nurses Assn. AcuDetox Provider (15 sessions @ $100 per session)	1,500.00
Supplies • diabetic socks, pill organizers, exercise stretch bands, recipe books, food measuring cups/spoons, foot mirrors, medical record organizers, cotton, face masks • crock pots (SECAHEC provides an easy crock pot meal during class and clients are encouraged to use crock meals for easy healthy cooking) • copies of the self-management class book "Living a Healthy Life with Chronic Conditions" • AcuDetox items include acupuncture needles or seeds, medical gloves, alcohol pads, etc.	10,119.00
Total	$ 66,669.00

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. 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.

5. 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.

6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

7. 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 25th 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 Urban Renewal Authority, a Colorado urban renewal authority, hereinafter referred to as the "Subrecipient" or "PURA." 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. CI-2113 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 to enable Subrecipient to respond to the COVID-19 pandemic by making audio/visual upgrades to the Pueblo Convention Center, to permit conventions or meetings to take place virtually, as well as in-person, or through a hybrid approach, using both formats (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 Pueblo Convention Center is owned by the Subrecipient who has entered into a contract with Spectra to manage and operate the facility.

(b) Over the last 2 years, the COVID-19 pandemic has placed significant financial stress on the Pueblo Convention Center, causing dozens of cancellations and more than $1.5m in lost revenue. These cancellations include nearly all the scheduled events between March, 2020 and February, 2021. To date, the convention center has received at least 150 event cancelations, not including events that had cancelled but were never formally under contract. Because of this financial stress, PURA has had to embrace austerity and postpone a variety of needed upgrades, enhancements, and repairs to the building.

(c) The events business is highly competitive. To remain competitive with venues throughout Colorado's front range and in mountain resort destinations, PURA must periodically improve and enhance its facility. At the very minimum, the Pueblo Convention Center must provide an extremely high-quality event experience to attract groups to Pueblo instead of destinations like Denver, Colorado Springs or other attractive Colorado destinations.

(d) The COVID crisis is ongoing. New variations of the virus (e.g. delta, omicron, delta/omicron) are being discovered and are spreading around the world. It is unknown whether it will be necessary in the future to return to the lockdowns and quarantines which took place in 2020. As a result of this uncertainty, planners of conventions and events require venues which can accommodate virtual attendance as well as in-person participation.

(e) The Pueblo Convention Center requires upgrades to its audio/visual system to allow convention presenters and attendees to participate virtually as well as in-person. The Pueblo Convention Center's competitors along Colorado's front range and mountain resorts already have this "hybrid" technology. Pueblo must follow suit if it wishes to remain competitive.

(f) Allowing virtual attendance will also pay a public health dividend should circumstances require limited in-person attendance at events or conventions in the future.

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 Thirty-Eight Thousand Dollars (U.S. $38,000.00). 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) Notice pursuant to 2 CFR 25.300 – Requirement for recipients to ensure subrecipients have a unique entity identifier:
- A recipient of ARPA funds, such as the City of Pueblo, may not make a subaward to a subrecipient unless the subrecipient has obtained and provided to the recipient a unique entity identifier. Subrecipients are not required to complete full SAM registration to obtain a unique entity identifier.
- A recipient must notify any potential subrecipients that the recipient cannot make a subaward unless the subrecipient has obtained a unique entity identifier.

(e) 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.

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL
CORPORATION

_____
City Clerk

By_____
Nicholas A Gradisar, Mayor

(Seal)

Subrecipient:

PUEBLO URBAN RENEWAL AUTHORITY
A COLORADO URBAN RENEWAL AUTHORITY

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.

PURA'S SCOPE OF SERVICES

B. Principal Tasks

The components of the Subrecipient's work plan under this Agreement shall be as follows:

Purchase 3 wide format screens, three new audio mixers, microphones, LED up-lights, and 4 laptops and other audio/visual equipment necessary to permit virtual or hybrid attendance at conventions and meetings held at the Pueblo Convention Center.

C. Budget

The aggregate of all payments made pursuant to this Agreement shall not exceed Thirty-Eight Thousand Dollars (U.S. $38,000.00).

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. 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.

5. 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.

6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

7. 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 25th 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. CI-2113 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 Innovative and Interactive Entrepreneurial Education of Pueblo, Colorado's Youth Project through Subrecipient's Southern Colorado Small Business Development Center and Subrecipient's Southern Colorado Innovative Link Program (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 changed many City residents' ways of thinking about employment and now more than ever people are looking at starting their own businesses, rather than return to or enter the traditional work force. With the forced shutdowns during the pandemic many individuals had time to stop and think about new business ideas, new career paths, and spend more time on social media. Anyone who logs on to TikTok or Instagram knows that there are many posts regarding new business ideas which has changed the way people think about their future. This has now led to new pathways for them to earn income and many are now wanting to become entrepreneurs and start their own businesses.

(b) Many of these individuals are teenagers that are looking for ways to make money that is not a traditional 9 to 5 job. However, such persons need education to help develop their ideas and to help them with the innovation and business process.

(c) Subrecipient's Southern Colorado Small Business Development Center (SBDC) and Subrecipient's Southern Colorado Innovation link (SCIL) have collaborated on previous projects and are now looking to start a program titled: Innovative and Interactive Entrepreneurial Education of Pueblo Colorado's Youth (as noted above "the Project").

(d) The Project will help inspire youth to become the next generation of entrepreneurs by offering the following assistance: entrepreneurial and small business education, product development, prototype development, assistance with funding, business plan development, and one-on-one idea consulting and mentorship.

(e) The Project will encourage the entrepreneurial/small business spirit to help with future economic growth and job opportunities in the region.

(f) The Project will help to solve an existing problem which has become more acute with the on-set of COVID-19 pandemic, i.e. the lack of a defined talent pipeline strategy for pairing education, non-curricular job learning and on the job training/internships with companies in the region. This is exactly what the Project proposes to do.

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-Nine Thousand Dollars (U.S. $49,000.00). 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) Notice pursuant to 2 CFR 25.300 – Requirement for recipients to ensure subrecipients have a unique entity identifier:

- A recipient of ARPA funds, such as the City of Pueblo, may not make a subaward to a subrecipient unless the subrecipient has obtained and provided to the recipient a unique entity identifier. Subrecipients are not required to complete full SAM registration to obtain a unique entity identifier.
- A recipient must notify any potential subrecipients that the recipient cannot make a subaward unless the subrecipient has obtained a unique entity identifier.

(e) 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.

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL
CORPORATION

_____

City Clerk

By_____
Nicholas A Gradisar, Mayor

[S E A L]

ATTEST:

Subrecipient:
PUEBLO COMMUNITY COLLEGE

By_____
Signature

Name_____

Title_____

By_____
Patricia A. Erjavec, Ph.D., 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.

SBDC'S AND SCIL'S SCOPE OF SERVICES

B. Principal Tasks

The components of the SBDC's and SCIL's work plan under this Agreement shall be as follows:

1. SCIL and SBDC shall be the primary integrators, collaborators, and developers of programs which will bring the entrepreneurial and small business educational criteria to classrooms for individuals ages 13 -21 at the local schools and colleges.

2. SCIL and SBDC will work to schedule classroom presentations and different club participation with local high schools and colleges during the term of the Project. Presentations will outline services and support that both programs provide and help students understand what entrepreneurship is and then work to schedule other times to work with students individually or in small groups to develop ideas and to encourage their entrepreneurial spirit.

3. SCIL's responsibility is to identify a specific number of internships, job shadowing, apprenticeships and special projects which would be filled by the participants in the startup companies.

4. SBDC's responsibility is to integrate its existing programs, consulting and other services so that they are accessible for the high school and college student participants.

5. SCIL and SBDC shall collaborate with Pueblo's two public school districts, Pueblo School District No. 60 and Pueblo School District No. 70 and Pueblo Community College and CSU Pueblo to schedule delivery of materials and program information which will help educate the next generation of entrepreneurs.

6. SCIL and SBDC shall work with student counselors, advisors and teachers to set-up times for presentations, time to work with students on ideas and to arrange support for school clubs and individual student support.

7. Both SCIL and SBDC shall strive to inspire youth to become the next generation of entrepreneurs by offering the following assistance: entrepreneurial and small business

education, product development, prototype development, assistance with funding, business plan development and one-on-one idea consulting and mentorship

8. Many high school students between the ages of 13-19 already have a general idea of a career they are interested in and participate in related pathways; (e.g. business interest would be FBLA/DECA programs). Therefore, SCIL and SBDC shall target potential participants in the interest areas which are relevant to startup/small business employers, including entrepreneurship, digital marketing/content creation, computer science and engineering.

9. Many college students between the ages of 19 to 21 are already enrolled in a course of study. SCIL and SBDC shall work with professors, advisors, deans and department chairs to help arrange the appropriate participation in the Project by such students.

10. Both SCIL and SBDC shall inform both high school and college students that there are services already available to help with product and small business development. SCIL and SBDC shall help with idea development, patent registration, prototype development, business plan development, marketing, business education, financial resource connections and business idea support.

11. During the Project term, Project success shall be measured by:
- Number of presentations at schools: 24 per year;
- Participation in clubs/organizations: 3 per quarter;
- Working with teams/individuals to develop ideas/projects;
- Effectiveness as measured by surveys at the conclusion of presentations;
- Documentation shall be maintained to track progress of students which SCIL and SBDC are working with on an individual basis.

C. Budget

During the term of the Project, Subrecipient's use of ARPA funds shall be guided by the following budget:

Category	Amount
Marketing and outreach	$ 10,000.00
Individual consulting and idea development	10,000.00
Salaries and benefits	15,000.00
Travel and product development	14,000.00
Total	$ 49,000.00

During the term of the Project, Subrecipient shall, at a minimum, provide the following matching contributions to assist in the payment of consulting costs:
- SCIL (EDA grant): $5,000.00
- SBDC: $5,000.00:

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. 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.

5. 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.

6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

7. 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 25th 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. CI-2113 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 Female Founder Program through the Subrecipient's Southern Colorado Small Business Development 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) Many of the City's local businesses rely strictly on foot traffic for their revenue. With the onset of the Covid pandemic and the various shutdowns, many businesses lost significant revenue in 2020 and 2021.

(b) Studies have shown that many female business owners were hit harder during the COVID pandemic due to the fact that women tend to sell their products and services for less than their male counterparts. This is attributed to the fact that many female owners tend to value the nurturing of relationships, rather than the value of the dollar. They want their clients/customers to feel cared for which leads them to generally accept an average of 20% less for their products and services than male business owners.

(c) Subrecipient's Small Business Development Center ("SBDC") has a record of successfully working with many local businesses. SBDC is currently in the process of pivoting to adapt to the new ways of doing business since the onset of the pandemic.

(d) Studies have demonstrated that woman-owned businesses are not recovering from Covid-19 as fast as their male-owned counterparts.

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 Twenty-Five Thousand Dollars (U.S. $25,000.00). 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) Notice pursuant to 2 CFR 25.300 – Requirement for recipients to ensure subrecipients have a unique entity identifier:

- A recipient of ARPA funds, such as the City of Pueblo, may not make a subaward to a subrecipient unless the subrecipient has obtained and provided to the recipient a unique entity identifier. Subrecipients are not required to complete full SAM registration to obtain a unique entity identifier.
- A recipient must notify any potential subrecipients that the recipient cannot make a subaward unless the subrecipient has obtained a unique entity identifier.

(e) 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.

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL
CORPORATION

_____

City Clerk
(Seal)

By_____

Nicholas A Gradisar, Mayor

ATTEST:

Subrecipient:

PUEBLO COMMUNITY COLLEGE

By_____
Signature

By_____
Patricia A. Erjavec, Ph.D., President

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.

SBDC'S SCOPE OF SERVICES

B. Principal Tasks

The components of the SBDC's work plan under this Agreement shall be as follows:

1. SBDC shall create and administer a Female Founder Program which supports women business owners specifically (but all genders shall be welcome). SBDC shall implement a training series which focuses on discussion, education and creating a local female-owned business community. The goal shall be to help businesses in our community re-think how they currently do business and pivot, which will help them adapt to the new ways business is conducted.

2. SBDC shall develop and implement a seven-week education series which focuses on the following areas:

Week 1: Discussion Panel/Connection Session: Speaker will lead discussion of issues for women in business. Outside factors which affect your business; Has being a woman made a difference in your business?

- Can you be the boss?
- Understanding power
- Own your position
- Masculine vs Feminine (varying perspectives)
- Celebrating your wins and your business no matter the circumstances
- Female Skills
- Agents of creation
- Body/mind/spirit
- Emotions and understanding them
- Build a network, share contacts, and group chat
- Elevator pitch Introduction

Week 2: Business Model Canvas: This is an entrepreneurial tool that enables business owners to visualize, design and reinvent their business model. It makes the individual stop and address key issues and focus on what is important.

Week 3: Business Plan Check-In: Participants will be taking a look at their current business plan and use information from the class to help update as necessary.

- Elevator Pitch
- Business Plan in a Day
- Value with managing
- Your Why, Your Dream, Your Vision
- Understanding your Money Mindset

Week 4: Selling/Marketing Like a Boss: Your business is about more than your products, let's make sure you're selling with confidence and heart.

- Elevator Pitch
- Marketing class layered with ideas on how to sell with confidence
- How to say 'I'm not doing this for free' politely.
- What is the biggest barrier in selling/marketing?
- Have you lost income by giving away product/services?
- Titles discussion
- Leadership
- Define and Read Your Audience
- Power vs Force - Presentation of the Message (Tone)
- Strategies for Effective Resolution (Flow)
- Discuss marketing plans and what changed might need to be made

Week 5: Design Class:

- Different communication avenues including MailChimp/Constant Contact, Canva
- Making your business truly yours
- Branding your perfect business
- Design flyer

Week 6: Financing, Funding, and Forecasting: This will be a community lender panel that can answer questions and help make connections to funding opportunities available.

Week 7: Presentation, Discussion, and Feedback: This will be the final class which will have a presentation from each participant.

4. SBDC shall offer each participant a $1,000.00 grant for the development of marketing/branding materials, with one of the City's local marketing professionals. SBDC shall also engage a local life coach who would agree to give participants 4 consulting sessions at a discounted rate. The life coach support is needed to help participants continue along the path that the class has started. In addition, the assistance from the marketing consultant will help each participant's business grow. During the term of the Project, SBDC also agrees to provide continuing education and free one-on-one consulting.

5. SBDC shall offer 2 series of the Female Founders program with each session being limited to 15 participants. Each session shall be offered at no cost to participants.

6. Success of the Project will be measured in the following ways:

   a. 15 Participants signed up and complete the series. The minimum number per series will be 8 to be considered successful. SBDC will help a minimum of 16 small business with this program with a goal of 30 small businesses.

   b. SBDC shall hold discussions at the close of each 7-week session to hear what individuals are learning and what changes to the course are needed, if any.

   c. Participants shall also complete surveys: Pre-Survey to outline expectations, Mid-Survey to see if expectations are being met and a Post-Survey for general information after each series has concluded.

7. All consultants shall be required to keep a file on each participant/client being assisted. The consultants shall also be required to check in periodically on community impact after the session:

- Did the Project help with sales increases?
- Did participants obtain any loans?
- Were participants able to develop their e-commerce platform and not just rely on foot traffic?
- Were participants able to hire any new staff?

C. Budget

During the term of the Project, Subrecipient's use of ARPA funds shall be guided by the following budget:

Category	Amount
Grant Awards to participants for marketing consultant and life coach @ 30 participants	$ 30,000.00
Presenter costs	2,000.00
Marketing costs	1,200.00
Course development	4,000.00
Consulting fees – 5 sessions	7,000.00
Subtotal	44,200.00
PCC/SBDC Minority Business Office contribution	(7,000.00)
CHAFA contribution	(12,200.00)
Amount of ARPA grant	$ 25,000.00

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. 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.

5. 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.

6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

7. 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 # N-2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 11, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: AN ORDINANCE CREATING PROJECT PT2201 SHOP TRUCK REPLACEMENT, ACCEPTING BUDGETING AND APPROPRIATING INSURANCE PROCEEDS IN THE AMOUNT OF $18,250 INTO PROJECT PT2201

SUMMARY:

This Ordinance budgets and appropriates insurance proceeds in the amount of $18,250.00 for the replacement of a Pueblo Transit Maintenance Vehicle that was damaged beyond repair in a vehicle accident

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In 2021, unit 19 sustained major damage in a vehicle accident rendering the vehicle inoperable for use. Resolution of the City's insurance claim provides for payment by the insurance company for replacement costs.

FINANCIAL IMPLICATIONS:

Pueblo Transit will be responsible for the replacement to Unit 19. Insurance proceeds in the amount of $18,250.00 have already been received by Pueblo Transit.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Should this Ordinance not pass, Pueblo Transit would have to make up the $18,250.00 received through the insurance settlement

RECOMMENDATION:

Approval of the Ordinance.

ORDINANCE NO. _____

AN ORDINANCE CREATING PROJECT PT2201 SHOP TRUCK REPLACEMENT, BUDGETING AND APPROPRIATING INSURANCE PROCEEDS IN THE AMOUNT OF $18,250 INTO PROJECT PT2201

WHEREAS, in 2021, Unit 19 sustained major damage in a vehicle accident rendering the vehicle inoperable for use.

WHEREAS, the City has received proceeds from the insurance company for the costs to replace the vehicle; NOW, THEREFORE,

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

SECTION 1.

Project No. PT2201 Shop Truck Replacement is hereby established

SECTION 2.

Insurance proceeds in the amount of $18,250.00 shall be budgeted and appropriated into Pueblo Transit Project PT2201 Shop Truck Replacement and will be used to replace the vehicle.

SECTION 3.

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 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

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: **April 11, 2022**

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director of Aviation

SUBJECT: AN ORDINANCE ESTABLISHING PROJECT AP2203 – AIRPORT TERMINAL REMODEL DESIGN AND CONSTRUCTION, TRANSFERRING $362,288.40 TO PROJECT AP2203 FROM THE AIRPORT FUND, AND AWARDING A DESIGN CONTRACT TO CSHQA, INC. FOR PROJECT NO. 21-090 RFP – PUEBLO MEMORIAL AIRPORT TERMINAL REMODEL

SUMMARY:

This Ordinance establishes Project AP2203, approves a transfer of funds from the Airport Fund, and awards a design contract to CSHQA, INC. for Project No. 21-090 RFP – Pueblo Memorial Airport Terminal Remodel.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The terminal at Pueblo Memorial Airport is in need of renovation and upgrades, to include an expansion of the holding room with restroom facilities beyond the TSA screening checkpoint. The recent allocation of Federal funds from the Bipartisan Infrastructure Legislation (BIL), has provided opportunities for airports to submit projects to be considered for funding. This design project will allow Pueblo Memorial Airport to have a shovel ready construction plan and better compete for those Federal funds.

FINANCIAL IMPLICATIONS:

Funds in the amount of $362,288.40 are being transferred from the Airport Fund to Project AP2203 from payroll savings due to previously awarded ARPA and CARES Act grants.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the City will not have a project ready to apply for Federal funds from the Bipartisan Infrastructure Legislation (BIL).

RECOMMENDATION:

Approve the Ordinance.

Attachments:
Proposed Ordinance
Design Contract

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING PROJECT AP2203 – AIRPORT TERMINAL REMODEL DESIGN AND CONSTRUCTION, TRANSFERRING $362,288.40 TO PROJECT AP2203 FROM THE AIRPORT FUND, AND AWARDING A DESIGN CONTRACT TO CSHQA, INC. FOR PROJECT NO. 21-090 RFP – PUEBLO MEMORIAL AIRPORT TERMINAL REMODEL

WHEREAS, competitive bids for Project No. 21-090 RFP – Pueblo Memorial Airport Terminal Remodel have been received and examined; and

WHEREAS, the proposal of CSHQA, INC., a California Corporation authorized to do business in the State of Colorado, 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. 21-090 to be performed; NOW, THEREFORE,

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

SECTION 1.

Project AP2203 is hereby established.

SECTION 2.

Funds in the amount of $362,288.40 are hereby transferred from the Airport Fund to Project AP2203.

SECTION 3.

City Council authorizes Project No. 21-090 RFP – Pueblo Memorial Airport Terminal Remodel to be performed, and the contract for said project is hereby awarded to CSHQA, INC., in the amount of $362,288.40. The Agreement for Professional Architectural Services between the City of Pueblo, a Municipal Corporation, and CSHQA, INC., a California Corporation authorized to do business in the State of Colorado, (“Agreement”) regarding remodel of 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 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 same.

SECTION 5.

Funds for Project No. 21-090 shall be paid from Project AP2203.

SECTION 6.

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 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

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AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES BY AND BETWEEN CITY OF PUEBLO AND CSHQA, INC.

THIS AGREEMENT ("Agreement") made and entered this _____ day of April, 2022 by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "Owner" or "City") and CSHQA, INC., a California Corporation authorized to do business in the State of Colorado, (hereinafter referred to as "Architect") a professional architectural firm, for Architect to render certain professional planning, design, architectural, and related services for Owner in connection with Bid 21-090 RFP – Pueblo Memorial Airport Terminal Remodel, 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 Architect shall satisfactorily perform professional architectural services for the following items:

[ ] - Study and Report Phase

[X] - Preliminary Design Phase

[X] - Final Design Phase

[ ] - Construction Documents for Bidding Phase

[ ] - Construction Phase

Upon completion of any phase, Architect 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 architectural services and the furnishing (directly or through its professional consultants) of customary and usual civil, structural, mechanical, electrical, engineering, design, environmental, and planning services. Architect shall also provide any landscape, surveying, and geotechnical services incidental to its work on the Project.

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

1.3 Professional architectural services (whether furnished directly or through a professional subcontractor) shall be performed under the direction and supervision of a registered architect 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 architect.

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

1.5 Any engineering services provided under this Agreement shall be performed under the direction and supervision of a registered professional engineer.

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SECTION 2. ARCHITECTURAL SERVICES

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

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

(b) Advise Owner as to the necessity of 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 Architect's findings and recommendations with opinions of probable costs.

(g) Furnish one (1) hard copy and one (1) electronic copy of the Report and present and review it in person with Owner. Owner may request additional copies as needed for no additional charge.

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

(a) Consult with Owner and determine the general design concept and Project requirements based upon information furnished by Owner as well as any study or 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) Architect shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner. Owner may request additional copies as needed for no additional charge.

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

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

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

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

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

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

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

(d) Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Architect 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 Architect's advice.

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

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

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

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

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

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

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

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

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

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

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

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

(l) The Architect shall, if provided in the construction contract, be the interpreter of the construction documents and arbiter of claims and disputes thereunder. Upon written request of the Owner or Contractor, the Architect 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 Architect shall be final and binding on the Contractor and Owner, unless the Director of Public Works of the Owner shall, within seven calendar days after receipt of the Architect's interpretation or decision, file its written objections thereto with the Architect and Contractor.

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

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

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

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

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

(e) Architect acknowledges that, due to the nature of architectural, design, 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 Architect assigns principal responsibility for services performed under this Agreement. Consequently, Architect represents that Architect has selected and intends to employ or assign the key personnel and consultants identified in Schedule 4 - "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 Architect will employ alternate personnel for such function or reassign such responsibility to another to whom Owner has no reasonable objection. Thereafter, Architect shall not assign or reassign Project work to any person to whom Owner has reasonable objection.

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

(f) Promptly after execution of this Agreement and upon receipt of authorization from Owner to proceed, Architect shall submit to Owner for approval a schedule showing the order in which Architect proposes to accomplish its work, with dates on which it will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay Owner's timetable for achievement of interim tasks and final completion of Project work, provided however, the Architect will not be responsible for delays beyond its control. The Schedule shall not be materially different than the Project Schedule attached hereto and labelled Schedule 3.

(g) Before undertaking any work which Architect considers beyond or in addition to the scope of work and services which Architect has contractually agreed to perform under the terms of this Agreement, Architect shall advise Owner in writing (i) that Architect considers the work beyond the scope of this Agreement, (ii) the reasons the Architect believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Architect 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 Architect shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 - "Fee Schedule".

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SECTION 3. OWNER'S RESPONSIBILITIES

3.1 Owner shall:

(a) Designate a representative to whom all communications from Architect 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 Architect 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 Architect with available information pertinent to the Project including any previous reports, studies, or data possessed by Owner which relates to design or construction of the Project.

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

(e) Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Architect, and render written decisions pertaining thereto within a reasonable time. The Owner's approval of Drawings, design, Specifications, reports and incidental work or materials furnished hereunder shall not in any way relieve the Architect of responsibility for the professional adequacy of its 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 Architect, obtain required approvals and permits for the Project. The Architect shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.

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

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

SECTION 4. TIME FOR PERFORMANCE

Architect's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 – “Scope of Services” and Section 2 of this Agreement.

SECTION 5. PAYMENT

5.1 Owner will pay to Architect as full compensation for all services required to be performed by Architect under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $362,288.40 in the aggregate as set forth in Schedule 2 - "Fee Schedule" and computed in accordance with this Section. In addition, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

5.2 Architect 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

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performed and expenses incurred. Thereafter, Owner shall pay Architect for the amount of the application within 40 days of the date of billing, provided that sufficient documentation has been furnished, and further provided that Owner will not be required to pay more than 90% of the maximum amount unless the Architect's services on the Project phases for which this Agreement is applicable have been completed to Owner's reasonable satisfaction and all required Architect submittals have been provided.

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

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

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

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

SECTION 6. TERMINATION

6.1 Owner reserves the right to terminate this Agreement and Architect's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Architect and its subcontractors shall cease all work and stop incurring expenses and shall promptly deliver to Owner all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Architect 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 Architect, Architect shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the 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 Architect or Owner. In no event shall payment to Architect upon termination exceed the maximum compensation provided for complete performance in Section 5.1.

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

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

SECTION 7. GENERAL PROVISIONS

7.1 (a) Ownership of Documents. All designs, Drawings, Specifications, technical data, and other documents or instruments procured or produced by the Architect in the performance of this Agreement shall be the sole property of the Owner and the Owner is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Architect 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 Architect, Owner shall hold harmless Architect from all loss, claims, injury, and judgments arising from the use of such designs, Drawings or Specifications for such other project.

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

7.2 Insurance and Indemnity.

(a) Architect agrees that it has procured and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of bodily injury including personal 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 7.2(b) below.

(b) The minimum insurance coverage which Architect shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed.

(ii) Commercial General Liability Insurance. The Architect shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Architect with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers, and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Architect under the provisions of the agreement, and "Completed Operations and Projects Liability" coverage.

(iii) Professional Liability Insurance with coverage of not less than $1,000,000 and in a form and with a deductible acceptable to Owner.

(iv) Comprehensive Automobile Liability Insurance. The Architect shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Architect from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes, and similar equipment whether owned, leased, hired, or used by Architect.

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

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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 Architect 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 at City of Pueblo, Pueblo Memorial Airport, Attn: Greg Pedroza, Director of Aviation, 31201 Bryan Circle, Pueblo, CO 81001, or to the Architect at CSHQA, Inc., Attn: Martin Hahle, Principal-in-Charge, 2696 South Colorado Blvd., Suite 525, Denver, CO 80222. Either party may change their business 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 Architect respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the Owner or the Architect in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of RFP 21-090 – Pueblo Memorial Airport Terminal Remodel are hereby incorporated herein, and Architect agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

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

7.6 Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representative of both Architect and Owner.

7.7 Choice of Law and Venue. This Agreement shall be governed and interpreted in accordance with 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.

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

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

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

7.11 Additional Requirements on Federally or State Funded Contracts. If any of the work to be performed by Architect under this Agreement is funded in whole or in part with federal or state funds, then this Agreement shall be construed to include all applicable terms required by the federal or state assistance agreement and

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integrated federal or state regulations. By executing this Agreement, Architect agrees to be bound by all such mandatory federal or state requirements, irrespective of Architect's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

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

SECTION 8. DISPUTES

8.1 Any dispute or disagreement between Architect and Owner arising from or relating to this Agreement or Architect's services or right to payment hereunder shall be determined and decided by the Owner's Director of Aviation whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction located in Pueblo County, Colorado, pursuant to Rule 106, C.R.C.P.

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

SECTION 9. SCHEDULES

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

Schedule 1 - "Scope of Services" consisting of 7 pages.
Schedule 2 - "Fee Schedule" consisting of 2 pages.
Schedule 3 - "Project Schedule" consisting of 1 page.
Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 7 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 Architect therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances, and regulations as they apply to the Project.

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

(a) At or prior to the time for execution of this Contract, Architect 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 Architect 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 (hereinafter referred to as "CDLE") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(b) Architect shall not:

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

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(ii) Enter into a contract with a subcontractor that fails to certify to Architect 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 Architect 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 Architect 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 Architect shall be required to:

A. Notify the subcontractor and the Purchasing Agent of the City within three (3) days that the Architect 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 Architect 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 Architect is required to comply with any reasonable request by the 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 Architect shall constitute a breach of the agreement and grounds for termination. In the event of such termination, the Architect shall be liable for City's actual and consequential damages.

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

SECTION 12. PERA LIABILITY

The Architect 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 Architect shall fill out the Colorado PERA Questionnaire and submit the completed form to City as part of the signed Agreement.

(Signature section on following page.)

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Director of Purchasing

CSHQA, INC.

By DocuSigned by: 05B1F6864ACE428...
John Maulin, Executive Vice President

Attest_____
City Clerk

[S E A L]

BALANCE OF APPROPRIATION EXISTS FOR THIS CONTRACT AND FUNDS ARE AVAILABLE.

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney

Attachments:

Schedule 1 - Scope of Services
Schedule 2 - Fee Schedule
Schedule 3 - Project Schedule
Schedule 4 - Identification of Personnel, Subcontractors, and Task Responsibility
Additional Information for Agreement

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SCHEDULE 1

Scope of Service
Excerpt from letter dated March 16, 2022 regarding Project Understanding/Revised Scope of Work proposed by CSHQA and accepted by City

PROJECT UNDERSTANDING

The following project understanding is based on the RFP referenced above. Our team understands that PUB would like to expand and modernize the terminal building passenger holdroom area, add holdroom area restrooms, modernize interior finishes in the passenger screening checkpoint and ticket lobby, modernize the passenger curb front façade, including a canopy for added shelter from the elements and other improvements within the public spaces of the terminal. The goal of these improvements is to increase capacity and improve safety, security, accessibility and the passenger experience. This design services proposal breaks the project into defined areas of work including a Base Scope of Work and an Add Alternate Scope of Work. The Base Scope of Work is included in the design fee. The Add Alternate Scopes of Work are only included in the design fee for Task 01 - Preliminary Design *(30% Design)*. Add Alternate Scopes of Work will not move to Task 02 - Final Design *(100% Construction Documents)* unless funding is available and the Owner adds the add alternate design services to Task 02.

- **Base Scope of Work:** Expansion and remodel of the terminal building passenger holdroom area including the addition of male and female single-user restrooms accessed from the holdroom area. The scope will require some remodel work and modernization of interior finished in adjacent areas including the passenger screening checkpoint, passenger queuing area outside the entrance to the passenger screening checkpoint and exterior yard and apron area. This scope of work does not include relocation or reconfiguration of Transportation Security Administration (*TSA*) passenger screening equipment other than minor adjustments to the divesting and composure area at the entry and exit of the passenger screening lane. Refer to attached Exhibit A for a diagram defining the boundaries of the Base Scope of Work.
- **Add Alternate Scope of Work No. 1:** Modernize the existing public restrooms to current Americans with Disabilities Act *(ADA)* accessibility compliance with new fixtures, finishes and lighting.
- **Add Alternate Scope of Work No. 2:** Modernize the passenger curb front façade including a canopy for added shelter from the elements. Replace the curb front sidewalk pavement and make areas accessible and in compliance with the ADA.
- **Add Alternate Scope of Work No. 3:** Modernize adjacent areas of the public lobby, outside the boundaries of the ticket lobby and passenger screening checkpoint, to make design of the visible public lobby space unified and cohesive with the rest of the improved space. Improve passenger experience, safety, security and accessibility from the front door of the building to the passenger boarding gate doorway.

[+]During the preliminary design phase, we will determine if fire sprinkler and fire alarm systems are required in the design of this project. If not required, fire sprinkler and fire alarm system design will be removed from the scope of services.

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SCOPE OF SERVICES

Our services shall be provided in two Tasks: Task 01 – Preliminary Design *(30% Design)* and Task 02 – Final Design *(100% Construction Documents)*. More specifically, our services shall include the following:

Task 01 – Preliminary Design *(30% Design)*

- Provide project management, coordination and administration services.
- Coordinate with the Owner to obtain all available record drawings for the existing terminal building and surrounding site that is in the area of design impact. Request PDF and AutoCAD files, if available.
- Prepare a land survey for the area of work defined by the civil engineer *(upon Owner approval)*.
- Prepare a geotechnical soils report for the area of work including building foundations, floor slabs and new pavement *(upon Owner approval)*.
- Prepare preliminary existing condition floor and site plans *(based on Owner-provided record drawings)* including the following:
  - site plan,
  - floor plan,
  - ceiling plan,
  - roof plan,
  - preliminary code plan with relevant code data, and
  - color code Base Scope of Work and Add Alternate Scope of Work areas on the floor plan and site plan.
- Work with the Owner to identify the following project stakeholders:
  - Pueblo Memorial Airport *(management, operations and maintenance)*,
  - City of Pueblo,
  - airlines *(United Express)*,
  - TSA *(Federal Security Director (FSD) and other local TSA as identified by PUB)*,
  - police,
  - fire, and
  - others.
- Attend one *(1)* kick-off meeting on site with representation from each design discipline. Service shall include the following:
  - Meet with the City of Pueblo and PUB stakeholders *(Owner to provide an invitation list)*.
  - Review and confirm project construction budget and funding sources. It is understood that the Owner intends to apply for a Federal Infrastructure Grant in the range of $3 to $10 million construction cost for the project. For the purposes of this proposal, the Task 01 design fee is based on a $5 million construction cost for the project.
  - Review and document detailed program requirements for each scope of work area as required to prepare a detailed basis of design programming document.
  - Confirm design goals and objectives.
    - theming and imagery *(define the PUB design aesthetic)*
    - define interior and exterior finish material options

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- Review constructability and phasing strategies to maintain airport operations and identify issues and concerns.
- Prioritize each Add Alternate Scope of Work relative to the other Add Alternate Scopes of Work.
- Review and confirm the project schedule.
- Schedule separate breakout meetings with the TSA and airlines.
    - Review TSA passenger screening checkpoint equipment configuration and queuing configuration.
    - Confirm ticket counter layout, equipment, millwork counter design, signage and corporate identification.
    - Confirm telecommunications *(telephone, data, access control, video surveillance and public address)*.

- Perform one *(1)* building survey *(to be conducted while on-site for the kick-off meeting)*.
- Update the existing conditions drawings.
- Prepare a basis of design programming document and submit to the Owner for review-approval.
- Prepare the following Preliminary Design documents based on the Owner-approved basis of design document. Drawings shall be prepared using Revit *(BIM software)*.

    - title sheet,
    - three-dimensional *(3-D)* renderings of the following areas:
        - passenger holdroom *(two interior and two exterior views; four views total)*,
        - ticket lobby *(one interior view)*,
        - queuing area and passenger screening checkpoint *(one interior view)*, and
        - terminal curb front *(two exterior views)*,
    - code data sheet,
    - color coded Scope of Work plans identifying the Base and Add Alternate Scopes of Work,
    - preliminary construction phasing plans,
    - site plan,
    - civil plan and narrative,
    - demolition floor plan,
    - floor plan,
    - enlarged plans,
    - roof plan,
    - demolition ceiling plan,
    - ceiling plan,
    - structural plan including basic framing plans for building addition,
    - fire sprinkler and fire alarm plan diagrams and narrative,
    - plumbing plan diagrams and narrative,
    - HVAC plan diagrams and narrative,
    - power plan diagrams and narrative,
    - lighting plan diagrams and narrative,
    - telecommunications plan diagrams and narrative, and
    - outline specifications.

- Attend one *(1)* meeting with the Owner to review the Preliminary Design package and obtain comments.
- Review Preliminary Design documents and building code requirements with the City of Pueblo building and fire departments to confirm code compliance. *NOTE: Based on a conversation with the*

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City of Pueblo building chief, there is no official requirement for this meeting; however, we recommend the meeting to confirm code compliance and reduce risk.

- Update the Preliminary Design documents based on Owner and building department comments.
- Prepare the Opinion of Probable Construction Cost *(OPCC; break out costs for Base and Add Alternate Scopes of Work).*
- Review the OPCC with the Owner.
- Obtain Owner approval to commence with Final Design *(100% Construction Documents)* services. The Owner shall align the approved list of Add Alternate Scopes of Work with the OPCC and available funding.

We propose to provide Preliminary Design *(30% Design)* services on a Fixed Fee basis of One Hundred Seventy-two Thousand Five Hundred Eighty-nine and 60/100 Dollars ($172,589.60) plus Reimbursable Expenses. Refer to the attached fee schedule for a fee breakdown.

Task 02 – Final Design *(100% Construction Documents)*

Architect requires authorization to proceed with Task 02 services in the form of a written Notice to Proceed (NTP) signed by the Owner. The NTP shall identify each Add Alternate Scope of Work included in the authorization to proceed. The Task 02 scope of services and fee shall be based on the base and Owner-approved Add Alternate Scopes of Work listed in the NTP (and as broken out in the fee schedule). If necessary, the fee schedule shall be adjusted to align with the approved scope of services and budget.

- Provide project management, coordination and administration services.
- Attend one *(1)* Final Design kick-off meeting with the Owner and the design team to review and confirm general requirements, establish critical design parameters and discuss phasing, scheduling and budget for the project.
- Perform one *(1)* building survey to gather additional details.
- Attend virtual meeting*(s)* with the Owner every two *(2)* weeks *(or as needed)* during the Final Design phase *(duration of phase expected to be twenty-four (24) weeks).*
- Prepare Final Design Construction Documents based on the Owner-approved Preliminary Design documents. Final Construction Documents generally include the following:

  - title sheet,
  - updated 3-D renderings of the following areas:
    - passenger holdroom *(two interior and two exterior views; four views total),*
    - ticket lobby *(one interior view),*
    - queuing area and passenger screening checkpoint *(one interior view),* and
    - terminal curb front *(two exterior views),*
  - code data sheet,
  - color coded Scope of Work plans identifying Base and Add Alternate Scopes of Work,
  - construction phasing plans,
  - site plan,
  - civil *(demolition, grading, paving and utility plans),*

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  - demolition floor plans,
  - floor plans,
  - enlarged plans,
  - demolition roof plan,
  - roof plan,
  - demolition ceiling plan,
  - ceiling plan,
  - interior elevations,
  - exterior elevations,
  - building and wall sections,
  - architectural schedules *(door, window and finishes)*,
  - architectural details,
  - structural plans *(structural calculations, foundations, framing and details)*,
  - fire sprinkler and fire alarm plan diagrams and narrative,
  - plumbing plans *(including single line diagrams, schedules and details)*,
  - HVAC plans *(including single line diagrams, schedules and details)*,
  - power plans *(including single line diagrams, schedules and details)*,
  - lighting plans *(including schedules and details)*,
  - telecommunications plan *(pathways included in electrical plans)* extension of existing PA system included PA plan with speaker and microphone station layout *(this is based on the assumption that the existing PA system is in good condition and capable of being expanded)*, and
  - final specifications *(in book format)*.

- Submit a 60 percent Construction Documents quality control review set to the Owner for review-comment.
- Submit a 95 percent Construction Documents quality control review set to the Owner for review-comment.
- Update the OPCC.
- Review 100 percent Construction Documents with the Owner including the OPCC and confirm approval to submit the documents for building permit plan review.
- Prepare the building permit application and submit the Owner-approved 100 percent Construction Documents to the regulatory agency for building permit plan review.
- Respond to up to two *(2)* rounds of regulatory agency plan review comments.
- Notify the Owner when the building permit is approved and available for pick up from the building department.
- Close out the design scope of services and provide the Owner with the Construction Documents in PDF and Revit format.

We propose to provide Final Design *(100% Construction Documents)* services on a Fixed Fee basis of One Hundred Sixty-four Thousand Six Hundred Ninety-eight and 80/100 Dollars ($164,698.80) plus Reimbursable Expenses. Refer to the attached fee schedule for a fee breakdown.

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Reimbursable Expenses *(Task 00)*

Reimbursable expenses such as, but not limited to, materials, supplies, reproduction costs *(plans, manuals, reports)*, travel, meals and lodging.

We propose to provide Reimbursables Expenses on a Cost-Plus basis estimated at Twenty-five Thousand and no/100 Dollars ($25,000.00) with expenses charged at a multiple of one and fifteen hundredths *(1.15)* times the actual cost to the Architect and mileage charged according to current government rates. Regulatory agency application and permit fees are not included in this proposal but can be paid on behalf of the Owner as an additional Reimbursable Expense.

The following services are not included in the above scope but may be contracted separately, as an Additional Task, upon Owner request:

- Bidding support.
- Construction Administration.
- Electrical power service upgrades if existing power service capacity is not adequate to support the building addition.
- Environmental.
- Landscape design.
- Telecommunications. The Owner has indicated that the following systems currently exist in the terminal building, however, will be design-build by the Owner's vendor. The Owner-vendor will provide direction to the design team for designing a pathway *(conduit and junction boxes)* to support installation of the Owner-vendor-provided and installed low voltage cabling and devices to the following systems: electronic access control, video surveillance, Wi-Fi and, airline data/communications network device locations.
- Electric visual information display systems *(flight information display systems)*.
- Baggage conveyor system design.
- Parking lot redesign and/or improvements.
- Apron redesign *(beyond 20 feet of the building expansion area)*.
- Grant funding support *(i.e., grant writing or similar tasks)*.
- FAA and TSA funding support.
- Certified sustainable design *(i.e., LEED, Green Globes or similar)*.
- Electrical arc flash study.
- Value engineering or significant changes to the design after approval of the Preliminary Design documents.
- Change Orders initiated by the Owner to make changes to the design after completion of the Construction Documents.
- Services beyond those noted above.

Employee's time for Additional Tasks, including modifications to the above scope of services, shall be charged at 2.75 times the Employee's Direct Personnel Expense.

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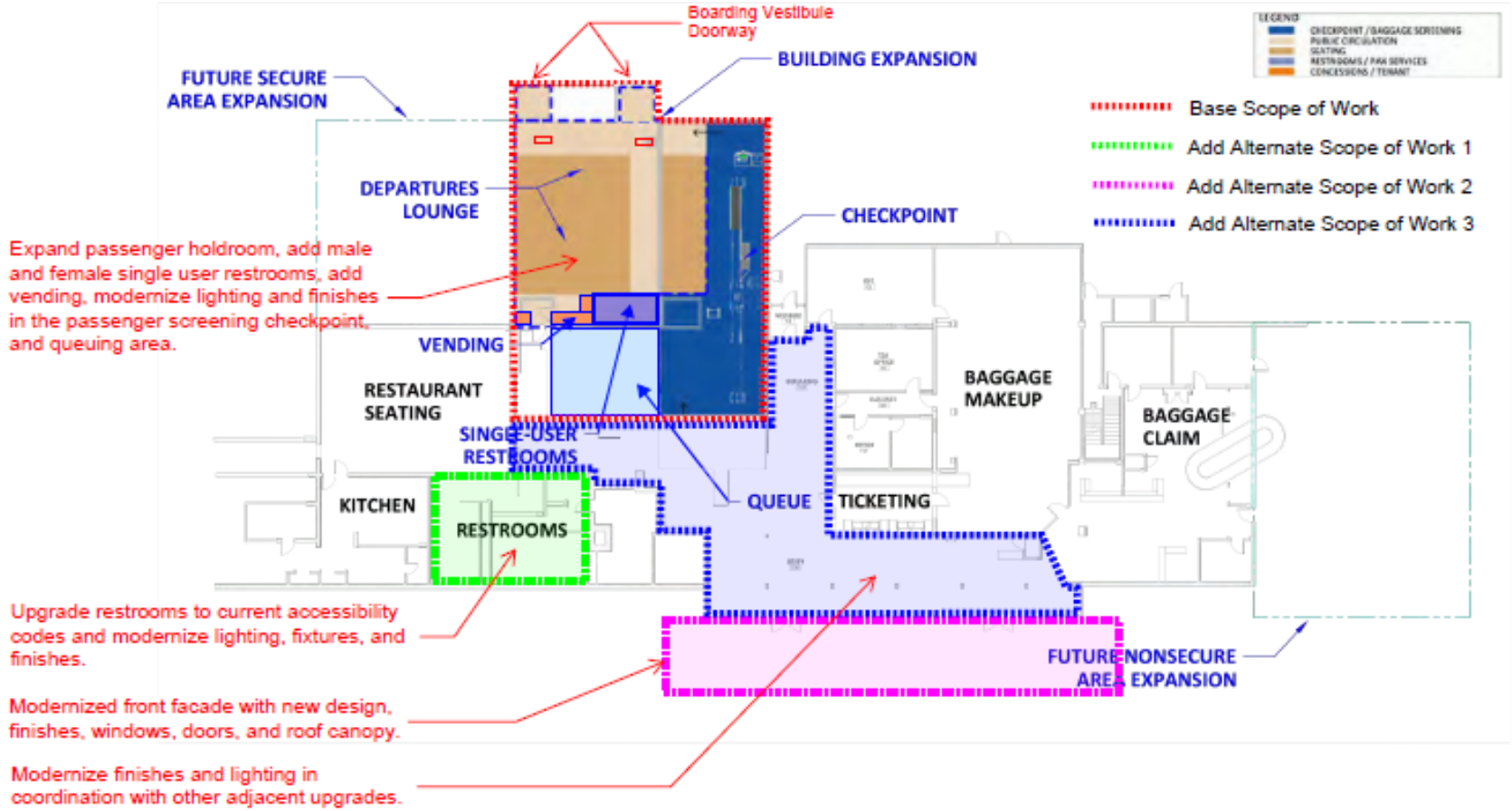

FIGURE D10 Short-Term Terminal Expansion Concept

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SCHEDULE 2

Fee Schedule

Excerpt from Architect's Revised Fee Schedule dated March 16, 2022

Architectural and Engineering Fee Schedule
Pueblo Memorial Airport - Terminal Expansion and Remodel Project

Feasibility Study (Based on $4M target)		Based on $3,000,000 Approved Constrution Budget		
TOTAL LABOR	Task 1 Preliminary Design (30% Design)	Task 2 Final Design Phase (100% Con Docs)	Future Task Bidding and Construction Administration	TOTAL FEE
Basic Services				
Architectural (CSHQA)	$73,440.00	$82,620.00	N/A	$156,060.00
Mechanical (CSHQA)	$15,840.00	$17,820.00	N/A	$33,660.00
Electrical (CSHQA)	$18,720.00	$21,060.00	N/A	$39,780.00
Telecommunications (included in electrical)	$0.00	$0.00	N/A	$0.00
Structural (KPFF)	$23,040.00	$25,920.00	N/A	$48,960.00
Specialty Services				
Fire Sprinkler and Alarm (PCI)	$3,168.00	$1,872.00	N/A	$5,040.00
Cost Estimating (Parmetrix Inc.)	$5,000.00	$6,000.00	N/A	$11,000.00
Civil (Dibble)	$19,161.60	$9,406.80	N/A	$28,568.40
Survey (North Star)	$4,420.00	$0.00	N/A	$4,420.00
Geotech (Terracon)	$9,800.00	$0.00	N/A	$9,800.00
Subtotals	$172,589.60	$164,698.80		$337,288.40
Reimbursable Expense Estimate				$25,000.00
Grand Total				$362,288.40

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Hourly Rates

Title	Billing Rate
Principal	$ 172.00 – $ 210.00
Project Architect	$ 125.00 – $ 162.00
Project Manager	$ 111.00 – $ 149.00
Revit/Architectural Designer	$ 83.00 – $ 101.00
AIT	$ 72.00 – $ 101.00
Interior Designer	$ 72.00 – $ 124.00
Landscape Architect	$ 139.00 – $ 146.00
Landscape Designer	$ 82.00 – $ 95.00
Electrical PE	$ 173.00– $ 191.00
Electrical EIT/Designer	$ 95.00 – $ 111.00
Telecommunications Designer	$ 102.00 – $ 124.00
Mechanical PE	$ 139.00 – $ 180.00
Mechanical EIT/Designer	$ 83.00 – $ 117.00
Civil PE	$ 165.00 – $ 175.00
Civil Project Manager	$ 105.00 – $ 122.00
Civil EIT/Designer	$ 82.00 – $ 105.00
Administrative Assistant	$ 66.00 – $ 90.00

Fee Development

Every project, every design team and every client is unique; therefore development of project fees is a collaborative effort with all parties taking into consideration the type of service and level of service as determined by the project team. Project services are typically calculated using one or a combination of the following:

- **Payroll cost basis**—Employee's time will be charged at two and seventy-five one hundredths (2.75) times the "Direct Personnel Expense." Direct Personnel Expense is defined as the direct salaries of the personnel engaged on the project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.
- **Stipulated cost**—Fixed cost based on a percentage of the direct construction cost. The cost will be adjusted to reflect the percentage of the actual direct cost of construction as determined following acceptance of bids from the contractor. The direct cost of construction is defined as the sum of the accepted contractor's bid plus general conditions as agreed by the Client and Contractor.
- **Fixed fee**—lump sum cost determined by the design team for the labor to be expended to complete the scope of services as delineated by the project team at the point of project understanding.

In addition, there are reimbursable expenses that are generally billed as they are incurred. Expenses may include costs for reproduction of drawings and specifications (contract documents) and costs associated with retaining consultants for the project.

Reimbursable Expenses

Reimbursable Expenses such as, but not limited to, materials, supplies, reproduction costs (plans, manuals, reports), travel, and meals, will be charged at a multiple of one and fifteen hundredths (1.15) times the actual cost to the Architect and mileage will charged according to the current Government rates. Reimbursable expenses are not included as part of the base fee and include expenses directly related to the project as identified in the following:

- Mileage will be charged according to the current government rates.
- Reproduction costs will be charged for instruments of service.
- Charge at one and fifteen hundredths (1.15) times the actual cost to the design professional.

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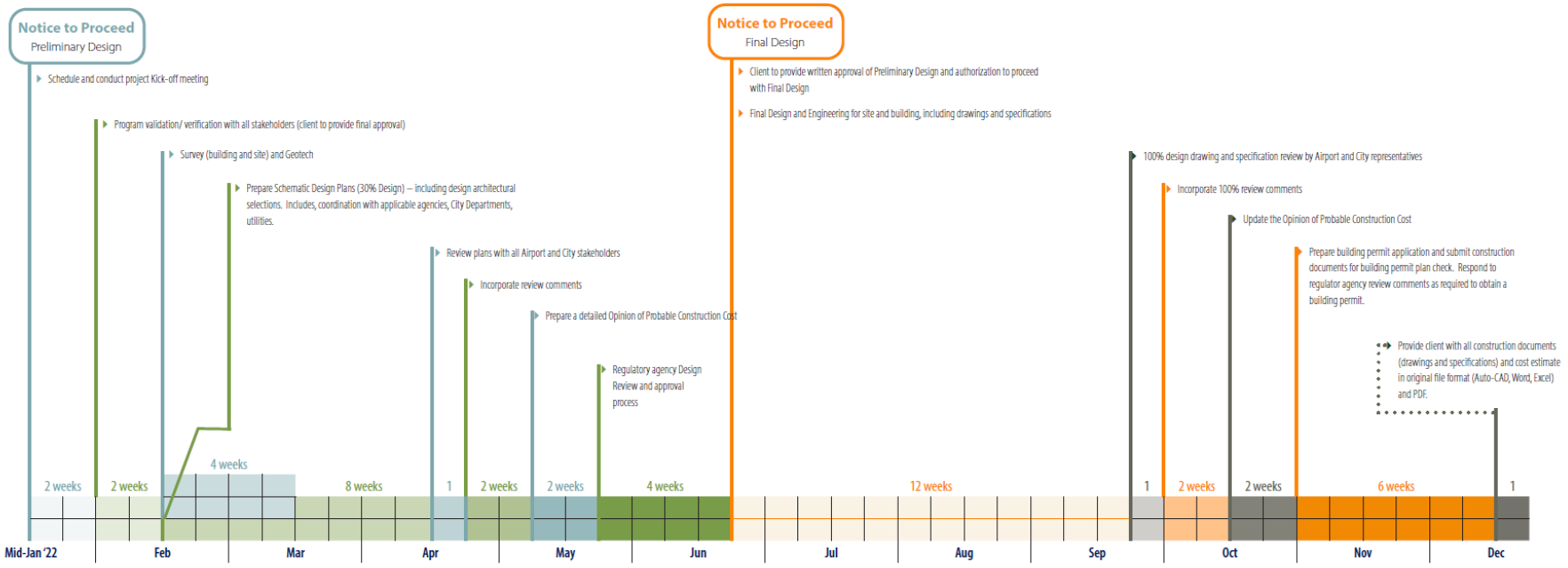
SCHEDULE 3

Work Schedule

Excerpt from Architect's Proposal Submittal dated November 16, 2021; pages 32-33

This schedule starts following issuance of a written Notice-to-Proceed (NTP) from the client. The NTP will not be issued until a fully executed contract agreement is in place between the client and design team.



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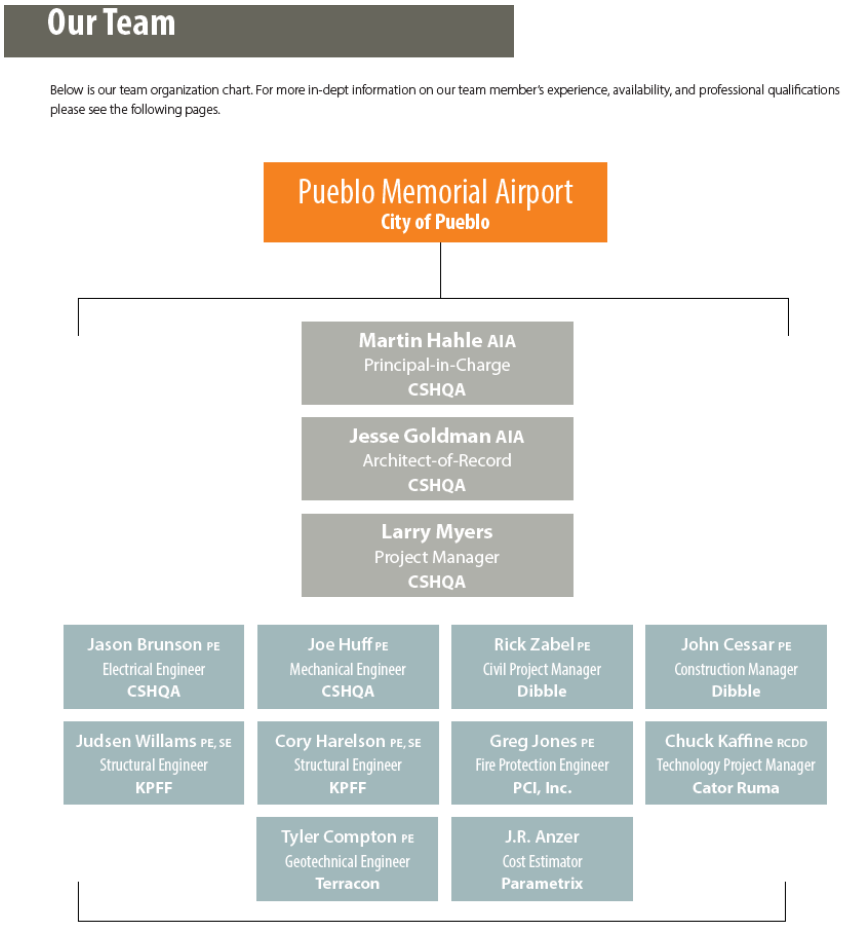
SCHEDULE 4

Identification of Personnel, Subcontractors, and Task Responsibility
Excerpt from letter dated March 16, 2022 (CSHQA to City; page 1) & excerpt from Architect's Proposal Submittal dated November 16, 2021; pages 15-22

Our project team for the Pueblo Memorial Airport *(PUB)* – Terminal Expansion and Remodel project shall include the following disciplines:

Architectural – CSHQA, Inc. – Martin Hahle, AIA, Principal; Jesse Goldman, AIA, Architect of Record; and Larry Myers, Project Manager
Geotechnical* – Terracon Consultants, Inc. – Tyler Compton, P.E.
Civil – Dibble Engineers, Inc. – Rick Zabel, P.E.
Structural – KPFF, Inc. – Judd Williams, P.E., S.E.
Fire Protection* – Protection Consultants, Inc. – Greg Jones, P.E.
Mechanical *(plumbing and HVAC)* – CSHQA, Inc. – Joe Huff, P.E.
Electrical *(power, lighting and limited telecommunications)* – CSHQA, Inc. – Jason Brunson, P.E.
Land Survey* – NorthStar Surveying, Inc. – To Be Determined
Construction Cost Estimating – Parametrix, Inc. – Nick Anzer, CPE

**Geotechnical and land surveying services may be subcontracted through Civil/Dibble Engineers, Inc. as opposed to directly through Architect.*



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Martin A. Hahle AIA

Principal-in-Charge | CSHQA



When he works on aviation projects, Martin describes the complexity of airports as little cities that serve as a community's gateway to the rest of the world. He understands his responsibility to thoughtfully design airport facilities that are functional, efficient, sustainable and that clearly define a sense of place. With nearly 30 years of experience working in aviation, Martin knows how much collaboration, planning, relationship-building, and teamwork it takes to execute these complex projects. He has worked in many different areas of airport facilities, including terminal replacements and remodels, baggage conveyor systems, airline tenant improvements, concessions, rental cars, passenger boarding bridges, parking garages and more. He has completed these projects at various airports around the West, including Boise Airport, Rogue Valley International-Medford Airport, Fresno Yosemite International Airport, Magic Valley Regional Airport and many more.

Availability
25%

Experience
28 years

Education
MArch, University of Nebraska, 1993

BS, Architectural Studies, University of Nebraska, 1991

Registration
Licensed Architect: CO, MT, IA, ID, NE, SD

Certified: National Council of Architectural Registration Boards (NCARB)

Professional Affiliations
American Institute of Architects (AIA)

Design Professionals Risk Control Group (DPRCG)

U.S. Green Building Council (USGBC)

American Association of Airport Executives (AAAE)

Northwest Chapter of American Association of Airport Executives (NWAAAE)

Southwest Chapter of American Association of Airport Executives (SWAAAE)

Idaho Airport Management Association (IAMA)

Oregon Airport Management Association (OAMA)

Arizona Airports Association (AzAA)

Related Experience

Magic Valley Regional Airport Terminal Expansion/Remodel, Twin Falls, ID
Remodel of existing ticket lobby and passenger screening area, airline ticket offices, and relocation of the airline operators and TSA

8,250-SF expansion includes new passenger hold room and public rest rooms. New airport operation areas include a baggage screening room, bag makeup room, and airport storage.

Grant Co. Regional Airport General Aviation Building & USFS Fire Airbase, John Day, OR
New, joint-use general aviation building with pilot lounge, administration office, maintenance shop, training room and support spaces & USFS air base for fire-fighting with helibase administration, ready room, locker rooms and support spaces.

Fresno Yosemite International Airport, Fresno, CA
$86-million Terminal Expansion with new FIS (2019-2023)

Terminal Renovation and Expansion Program including Ticketing, Baggage Claim, Security Checkpoint, Bag Make-Up, Concourse, Concessions, EMS Upgrade, Hydronic Loop & TSA In-line EDS Conveyor System

Federal Inspection Services (FIS) Facility

Rental Car Counter and Parking Lot Reconfiguration

Gate 5/7 Holdroom Renovation

Gate 6/8 Passenger Boarding Bridge and Holdroom Renovation

Terminal Area Master Plan Update

Public Family Restroom Renovation Study

Rental Car Power Panel Infrastructure Upgrades

Boise Airport, Boise, ID
Expansion with New Terminal

- Architect & Project Manager for new three-story 378,000-SF terminal (part of a $110-million expansion program)

ARFF Expansion & Remodel

- Principal-in-charge for code compliance and remodel in existing facility, and expansion that adds gender-specific crew quarters and facilities, apparatus bay and support spaces.

Snow Removal Equipment Complex

- Project Manager for master planning and design for warehouse conversion for storage, maintenance, and office space; new pre-engineered metal building to store four snow removal machines; new pre-engineered metal building to store snow brooms; fueling station with 8,000-gallon above-grade steel storage tank and concrete spill-containment pad

Air Guard C-130 and A-10 maintenance hangars

- **Part of team to design original hangar (1999)**
- Principal-in-charge for conversion to A-10 maintenance hangar (2018)

Rogue Valley International–Medford Airport Passenger Terminal, Medford, OR
New 110,000-SF passenger terminal, airside apron, landside access roadways and parking areas

Reno-Stead Airport Terminal/EOC Programming, Reno, NV

Bloomington-Normal International Airport, Bloomington, IL
TSA In-line baggage screening system building renovation and expansion

McCall Airport Snow Removal Equipment Building, McCall, ID
4,300-SF pre-engineered metal building for four snow removal machines includes support space (office, rest room, etc.)

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Larry Myers
Project Manager | CSHQA



Larry is a Project Manager who has led aviation projects for CSHQA for the past eight years, including expansions and tenant improvements at the Boise Airport, a 10,000 square-foot expansion of the Twin Falls airport in eastern Idaho, and maintenance hangar facilities for SkyWest Airlines. He is also the senior project manager overseeing a 120,000 square-foot terminal expansion at the Fresno Yosemite International Airport, which includes the addition of a new concourse and baggage and passenger screening areas. As a project manager, he focuses on the overall process and "big picture" of a project with all of its moving pieces to ensure it is successful. Larry believes every aviation project is unique and enjoys the puzzle of managing the many logistics and team members involved in these efforts.

Related Experience

Fresno Yosemite International Airport, Fresno, CA
$86-million Terminal Expansion with new FIS (2019-2023)
Terminal Expansion
Gate 6/8 passenger boarding bridge
Gate 6/8 and 5/7 holdroom remodel
EMS upgrade
Terminal Concourse & Federal Inspection Services,
RAC counter & parking lot reconfiguration
FAT CATEX Environ Assess Terminal Bldg Exp & Remodel Design Support

Magic Valley Regional Airport Terminal Expansion/Remodel, Twin Falls, ID

Boise Airport, Boise, ID
In-flight kitchen building re-roof
Concourse C passenger boarding bridge C-11 & C-8
Concourse B and Concourse B extension re-roof
C gates preconditioned air units
Concourse B electrical power feed
Concourse B jet bridge 21 extension
Parking lot 20 and 30 modifications
Rental car parking lot expansion plan
Airport Checked Baggage Resolution Area (CBRA) room remodel
Concessions remodel

Availability
50%

Experience
16 Years

Education
BS, Architecture, University of Idaho

Professional Affiliations
American Association of Airport Executives (AAAE)

Jesse Goldman AIA
Architect-of-Record | CSHQA



Jesse Goldman is Denver's Principal Architect with over 27 years of experience specializing in housing and retail projects. He is responsible for overseeing Denver's office, providing design, review, QA/QC, and business development. He has always liked building projects and figuring out how things worked, so when he learned what architecture was at eight years old he never looked back. He specializes in housing and retail projects.

Related Experience

**Project experience prior to joining CSHQA*

Pueblo HARP Boathouse, Pueblo, CO

SG Blocks AiFi Retail Units, Various Locations in CO

La Plaza Colorado, Aurora, CO

Imperium Event Center

Acoma House, Denver, CO

Alpine Bank Corporate Offices—Wazee, Denver, CO

Eastlake Office Building*

York Street Depot Co-Office*

Alpine Bank Tech Center Branch*

Stucco Rite Office Building*

Bank of Colorado*

Essex House Apartments*

Forney Museum of Transportation*

Rocky Mountain Theatre for Kids*

Availability
20%

Experience
27 Years

Education
BS, Architecture, University of Kansas

Registrations
Licensed Architect: CO, KS, NM, UT, TX

Certified National Council of Architectural Registration Boards (NCARB)

Professional Affiliations
American Institute of Architects (AIA)

LEED Accredited Professional (LEED AP)

International Council of Shopping Centers (ICSC)

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Tyler Compton PE
Geotechnical Engineer | Terracon



Tyler has seven years of experiences as a project geotechnical engineer. His responsibilities include managing geotechnical engineering investigations, laboratory testing assignments, performing engineering analyses related to geotechnical engineering recommendations, and client relations. He has also performed field and laboratory testing and inspections of soils and construction materials. Field engineering experience includes planning, coordinating, and performing geotechnical explorations, as well as shallow and deep foundations, pavement thickness recommendations, reviewing and preparing project plans and specifications, and preparing geotechnical engineering reports.

Related Experience

PUB Taxiway E Rehabilitation and Reconstruction, Pueblo, CO
Project Engineer for subsurface exploration and geotechnical engineering recommendations. Subsurface exploration, laboratory testing, and earthwork and subgrade preparation services were provided to assist our client with their pavement thickness and rehabilitation designs.

Limon Municipal Airport, Limon, CO
Staff Engineer preparing the geotechnical engineering report for this project. Provided information and recommendations to support earthwork and subgrade preparation, and pavement thickness design in accordance with the FAA Advisory Circular and to be used with the FAARFIELD design program.

Durango-La Plata County Airport Commercial Apron Reconstruction, Durango, CO
Project Engineer preparing the geotechnical engineering report for this project. Prior to geotechnical services, the existing asphalt concrete at the location of the commercial apron had experienced distress in the form of severe rutting and varying degrees of longitudinal, transverse, and alligator cracking. Terracon provided geotechnical drilling, laboratory testing, and geotechnical consulting services, and provided earthwork and subgrade preparation recommendations to aid our client in their pavement thickness design.

Availability
15%

Experience
7 Years

Education
BS, Civil Engineering, New Mexico Institute of Mining and Technology

Registrations
Licensed Professional Engineer: CO, NM

Professional Affiliations
American Society of Civil Engineers

Rick Zabel PE
Civil Project Manager | DIBBLE



Rick brings 35 years of civil engineering experience directing successful airport design and construction projects, including projects at airports in Colorado. Rick has managed a variety of design and construction projects and has experience with runway, taxiway, and other airfield pavement projects. Rick brings a collaborative approach and responsiveness to project management, having worked both for private consultants and owner agencies in Colorado.

Related Experience

Northern Colorado Regional Airport: Apron Expansion and Taxiway E
Project Manager for the current design of concrete pavement apron expansion and connector taxiway for commercial aircraft operations. Project is currently under design for 2021 construction.

Colorado Springs Airport: Skywest Maintenance Hangar
Project Manager for landside design of parking lot, drainage, and utilities for a new 60,000-square-foot maintenance hangar.

DEN Taxiway DS East Extension
Project Manager and owner's representative for an extension of the existing Taxiway DS East to allow safer and better traffic flow of aircraft using the east airfield. The project consisted of additional concrete pavement for RON parking of aircraft and ability to have aircraft taxiing in both directions from connector taxiways L&M. This project included planning elements for a variety of options to meet funding requirements.

DEN Taxiway DS East Extension
Project Manager and owner's representative for an extension of the existing Taxiway DS East to allow safer and better traffic flow of aircraft using the east airfield. The project consisted of additional concrete pavement for RON parking of aircraft and ability to have aircraft taxiing in both directions from connector taxiways L&M. This project included planning elements for a variety of options to meet funding requirements.

Availability
35%

Experience
36 Years

Education
BS, Civil Engineering, North Dakota State University

Registrations
Licensed Professional Engineer: CO

LEED AP

Professional Affiliations
Colorado Airport Operators Association (CAOA)

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Judsen Williams PE, SE
Structural Engineer | KPFF



Judsen is a structural engineering principal and the lead of the KPFF's Idaho office. With over 20+ years in the practice of structural engineering Judsen has developed a passion for working with highly collaborative design and construction teams and enjoys engaging and assisting in all aspects of the project from start to finish. With a broad range of project experience with airports, he has the ability to support the client and project needs while proactively solving issues in advance.

Related Experience

Boise Airport Passenger Boarding Bridge, Gate C8, Boise, ID

Fresno Airport Terminal Expansion, Fresno, CA (with CSHQA)

Fresno Air Terminal (FAT) On Call Services 2018-Current, Fresno, CA (with CSHQA)

Fresno Air Terminal (FAT) Gate 6/8 passenger Boarding Bridge, Fresno, CA (with CSHQA)

Fresno Air Terminal (FAT) Gate 6/8 Fire Shutter Door Installation, Fresno, CA (with CSHQA)

Boise Airport Rental Car Maintenance Facility Renovations, Boise, ID (with CSHQA)

Boise Airport MWR Facility, Boise, ID (with CSHQA)

Boise Airport Passenger Screening Expansion, Boise, ID (with CSHQA)

Boise Airport Skylight Phase II, Boise, ID (with CSHQA)

Idaho Air National Guard FMS Building, Boise, ID

Kaweah Delta Health Care District OSHPD Compliance Review and Master Facility Plan, Visalia, CA

Availability
15%

Experience
20 Years

Education
BS, Civil Engineering, Washington State University

MS, Structural Engineering, Washington State University

Registrations
Licensed Professional Engineer: ID, UT, CA, WA, OR TX

Licensed Structural Engineer: ID, UT, WA, CA

Professional Affiliations
American Council of Engineering Companies

Structural Engineers Association of Idaho

Greg Jones PE
Fire Protection Engineer | PCI, Inc.



Greg Jones brings 24 years of fire protection engineering experience on projects with diverse scopes ranging from special agent suppression systems to basic fire sprinkler systems and fire alarm/mass notification systems for both new construction and renovation efforts. He adeptly researches building/fire codes to determine requirements for fire protection systems, prepares fire protection design analysis, performs design modifications to existing fire protection water supply and fire sprinkler systems, prepares drawings and specifications for fire sprinkler systems, surveys existing fire protection systems, and performs plan review of contractors shop drawing submittals.

Related Experience

Kingsley Field Building 400, Klamath Falls, OR
Designed pump, fire sprinkler, high expansion foam, fire alarm, and mass notification systems for remodel of aircraft maintenance hangar. Prepared design narratives, drawings, specifications, and calculations. Met with government representatives to review design. Observed installation of systems and witnessed acceptance testing.

BOI Employee Parking Garage, Boise, ID
Prepared drawings and specifications for fire protection standpipe systems for a five-level open parking structure. Design of the standpipe systems was required to conform to International Building Code, International Fire Code, and NFPA 14.

BOI East Public Parking Garage, Boise, ID
Prepared drawings and specification for a fire protection standpipe systems for a five-level open parking structure. Design of the standpipe system was required to conform to International Building Code, International Fire Code, and NFPA 14.

Provo city Municipal Building, Provo, UT
Prepared and sealed a fire sprinkler and standpipe design drawings for building, including connected, underground parking. Developed performance specifications and fire protection drawings, details, and hydraulic calculations. Prepared 3-D model of the fire sprinkler system using Revit to provide coordination with the building's structural, mechanical, and electrical systems. Reviewed fire protection shop drawing submittals and responded to all requests for information from installing contractors.

Availability
25%

Experience
24 Years

Education
BS, Mechanical Engineering, University of Utah

Registrations
Licensed Professional Engineer: CO, ID, UT (additional 23 states)

National Fire Protection Association Certified Fire Protection Specialist

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Jason Brunson PE
Electrical Engineer | CSHQA



Jason is a quality-focused Professional Electrical Design Engineer with 21 years of industrial, commercial, and nuclear power distribution design experience. He is responsible for thorough power system analysis, completed with a focus on reliability, coordination, load flow, short-circuit and arc flash calculations. He designs cost-effective and quality electrical power distribution systems, lighting systems, grounding and lightning protection systems, communications and network systems, and control systems.

Related Experience

Fresno Yosemite International Airport, Fresno, CA
$86-million Terminal Expansion with new FIS (2019-2023)

Boise Airport, Boise, ID
Administration Office Entry Lobby Remodel
SARA
Mother's Room
Aircraft Lighting Electrical Building (ALEB) Electrical Power Upgrades
Concourse B Arc Flash Study
Electrical Power Feeding Concourse B
Idaho Transportation Department Aeronautics Hangar and Office Site
FedEx Vale
Concourse C Passenger Boarding Bridge C-8

San Carlos Airport New Aircraft Storage Hangars, San Carlos, CA

Idaho Air National Guard: Building 1529 Renovation, Boise, ID

Idaho Air National Guard: Building 1530 Renovation, Boise, ID

Kingsley Field B400 Hangar and Electrical Upgrade
Klamath Falls, OR

Availability
25%

Experience
21 Years

Education
BS, Electrical Engineering, University of Idaho

Registrations
Licensed Professional Engineer: ID, AR, CA, CO, UT, WA

Professional Affiliations
National Council of Examiners for Engineering and Surveying, Model Law Engineer (NCEES MLE)

Joe Huff PE
Mechanical Engineer | CSHQA



Joe is a mechanical engineer with 12 years of experience specializing in the design of HVAC and plumbing systems for a variety of building types. He takes pride in researching and developing solutions to a client's unique problems, and he stays informed of emerging technologies that could benefit current or future projects. He also has experience in energy efficiency projects, DDC controls upgrades, and large industrial campuses, including government and healthcare.

Related Experience

Boise Airport: Terminal Skylight Replacement, Boise, ID

Boise Airport: Idaho Transportation Department Aeronautics Hangar and Office Site, Boise, ID

TAN-691 Maintenance & Vehicle Storage Building Design Services, Idaho Falls, ID

Ketchum City Hall & Police Station Relocation/Renovation
Ketchum, ID

Meridian Police Department Tenant Improvement, Meridian, ID

Idaho Air National Guard: Gowen Field Building 1500 Type B Services, Boise, ID

Idaho Air National Guard: Building 1529 Renovation, Boise, ID

Idaho Air National Guard: Building 1530 Renovation, Boise, ID

Idaho Air National Guard Medical Training Facility, Boise, ID

Availability
25%

Experience
12 Years

Education
BS, Mechanical Engineering,
California Polytechnic State University - San Luis Obispo

Registrations
Licensed Mechanical Engineer:
CA, CO, ID, IL, OK, OR

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J.R. Anzer
Cost Estimator | Parametrix



J. R. has over 46 years of experience in the field of Construction Cost Consulting. He was employed in 1975 as an Estimator and has served as President / Principal since 1979. As one of the company founders, he is responsible for over-all coordination and quality control for each project. He oversees the computer systems used for Quantity Surveying & Estimating. Mr. Anzer reviews all quantities and costs, as well as the scheduling constraints on all projects. He has experience on a wide range Municipal, Housing, Commercial, and Civil Facilities. His combined experience amounts to a Construction Value of over $26 billion with over 6,900 projects to date.

Related Experience

Gunnison-Crested Butte Regional Airport Expansion and Renovation, Gunnison, CO

Grand Junction Regional Airport Terminal Level 2 Addition Grand Junction, CO

Centennial Airport Administration Building, Englewood, CO

Fresno Yosemite International Airport Terminal Expansion Fresno, CA

Boise Airport East Public Parking Garage, Boise, ID

Boise Airport Snow Removal Equipment Storage Building, Boise, ID

Boise Airport Aeronautics Hangar and Administration Building Boise, ID

Salt Lake City International Airport, Salt Lake City, UT

- Addition to Terminal Unit Two
- Administrative Offices
- Airport Hangar Completion
- Alsco Hangar
- Car Rental Expansion Service Counter Phase II
- Car Rental Lobby Expansion
- Concourse B Remodel
- Concourse C Expansion
- Concourse D
- Expansion, South Concourse, North Concourse, Parking Structure, and Central Utility Plant

Jackson Hole Airport Terminal Area Expansion, Jackson Hole, WY

Availability
15%

Experience
46 Years

Education
Cost Estimating, Utah Technical College

Registrations
American Society of Professional Estimators | Certified Professional Estimators

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ADDITIONAL INFORMATION FOR AGREEMENT

System for Award Management (SAM) Information

Certificate of Good Standing

Colorado PERA Questionnaire

Affirmative Action Plan

E-Verify Participation Letter

Insurance Certificate(s)

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SAM.GOV®

CSHQA, INC.

DUNS Unique Entity ID	SAM Unique Entity ID	CAGE / NCAGE
063323729	**EBLBNCF3CKL8**	**0HPS0**
Purpose of Registration	Registration Status	Expiration Date
All Awards	**Active**	**Mar 1, 2022**
Physical Address	Mailing Address	
200 Broad ST **Boise, Idaho 83702-7635** **United States**	**200 Broad ST.** **Boise, Idaho 83702-7635** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**Boise**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Idaho 02	**Idaho / United States**	**www.cshqa.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Mar 2, 2021	**Mar 1, 2021**	**Jan 29, 2002**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Nov 14, 1968	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Subchapter S Corporation**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**0HPS0**

Points of Contact

Electronic Business

Gabe Caretto, Financial Manager

701 University AVE
STE 210
Sacramento, California 95825
United States

Government Business

Martin A Hahle, President

200 Broad ST
Boise, Idaho 83702
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541310**	**Architectural Services**
	541330	**Engineering Services**

Product and Service Codes

PSC	PSC Name
C1AA	**Architect And Engineering- Construction: Office Buildings**
C1AB	**Architect And Engineering- Construction: Conference Space And Facilities**
C1AZ	**Architect And Engineering- Construction: Other Administrative Facilities And Service Buildings**
C1BE	**Architect And Engineering- Construction: Airport Terminals**
C1BG	**Architect And Engineering- Construction: Electronic And Communications Facilities**
C1BZ	**Architect And Engineering- Construction: Other Airfield Structures**
C1CA	**Architect And Engineering- Construction: Schools**
C1CZ	**Architect And Engineering- Construction: Other Educational Buildings**
C1DA	**Architect And Engineering- Construction: Hospitals And Infirmaries**
C1DB	**Architect And Engineering- Construction: Laboratories And Clinics**
C1DZ	**Architect And Engineering- Construction: Other Hospital Buildings**
C1EB	**Architect And Engineering- Construction: Maintenance Buildings**
C1EC	**Architect And Engineering- Construction: Production Buildings**
C1EZ	**Architect And Engineering- Construction: Other Industrial Buildings**
C1FA	**Architect And Engineering- Construction: Family Housing Facilities**
C1FB	**Architect And Engineering- Construction: Recreational Buildings**
C1FC	**Architect And Engineering- Construction: Troop Housing Facilities**
C1FD	**Architect And Engineering- Construction: Dining Facilities**
C1FE	**Architect And Engineering- Construction: Religious Facilities**
C1FF	**Architect And Engineering- Construction: Penal Facilities**
C1FZ	**Architect And Engineering- Construction: Other Residential Buildings**
C1GB	**Architect And Engineering- Construction: Food Or Grain Storage Buildings**
C1GC	**Architect And Engineering- Construction: Fuel Storage Buildings**

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C1JB	Architect And Engineering- Construction: Testing And Measurement Buildings
C1JZ	Architect And Engineering- Construction: Miscellaneous Buildings
C1LA	Architect And Engineering- Construction: Airport Service Roads
C1LZ	Architect And Engineering- Construction: Parking Facilities
C1MG	Architect And Engineering- Construction: Epg Facilities - Solar
C1MH	Architect And Engineering- Construction: Epg Facilities - Wind
C1NA	Architect And Engineering- Construction: Fuel Supply Facilities
C1NB	Architect And Engineering- Construction: Heating And Cooling Plants
C1NZ	Architect And Engineering- Construction: Other Utilities
C1PA	Architect And Engineering- Construction: Recreational Facilities (Non-Building)
C1PB	Architect And Engineering- Construction: Exhibit Design (Non-Building)
C1PC	Architect And Engineering- Construction: Unimproved Real Property (Land)
C1QA	Architect And Engineering- Construction: Restoration Of Real Property (Public Or Private)
C211	Architect And Engineering- General: Landscaping, Interior Layout, And Designing
C219	Architect And Engineering- General: Other
C220	Architect And Engineering- General: Structural Engineering
C221	Architect And Engineering- General: Plumbing Systems
C222	Architect And Engineering- General: Electrical Systems
C223	Architect And Engineering- General: Mechanical Systems

Disaster Response

This entity does not appear in the disaster response registry.



For this Record...
Filing history and documents
Trade names
Get a certificate of good standing
File a form
Subscribe to email notification
Unsubscribe from email notification

Business Home
Business Information
Business Search

FAQs, Glossary and Information

Summary

Details			
Name	CSHQA, INC.		
Status	Good Standing	**Formation date**	03/23/2000
ID number	20001060804	**Form**	Foreign Corporation
Periodic report month	March	**Jurisdiction**	California
Principal office street address	200 West Broad Street, Boise, ID 83702, United States		
Principal office mailing address	200 W BROAD ST, BOISE, ID 83702, United States		

Registered Agent	
Name	Jesse G. Goldman
Street address	2696 South Colorado Boulevard, Suit, Ste. 100, Denver, CO 80222, United States
Mailing address	200 W. Broad Street, BOISE, CO 83702, United States

Filing history and documents

Trade names

Get a certificate of good standing

Get certified copies of documents

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Set up secure business filing

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

CSHQA, INC.

is an entity formed or registered under the law of California , has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20001060804 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/02/2022 that have been posted, and by documents delivered to this office electronically through 02/03/2022 @ 15:38:20 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/03/2022 @ 15:38:20 in accordance with applicable law. This certificate is assigned Confirmation Number 13768954 .

Jena Griswold

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

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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_. (If you answered "no" please proceed to signature section at bottom of this page.)

(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? For purposes of responding to this question, 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. 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), 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.

Please provide the name, address, date of birth, and social security number of each such PERA Retiree. If more than two, please attach a supplemental list.

Name	Address	DOB	Social Security Number
Name	Address	DOB	Social Security Number

Failure to accurately complete, sign and return this document to the City of Pueblo may result in you being denied the privilege of doing business with the City of Pueblo.

Company Name: CSHQA, Inc.

Authorized Signature: _____ Title: President

Printed Name: Martin A. Hahle Date: February 22, 2022

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CSHQA

200 Broad St • Boise, ID 83702 | 208.343.4635 | cshqa.com

COMMITMENT TO EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of CSHQA that every employee has the right to work in an environment where every person is treated with respect and dignity. We are committed to maintaining a work environment that is free from bias, prejudice and harassment. Each manager, supervisor and employee is responsible for carrying out this policy. It is the policy of CSHQA **not** to discriminate against any employee or applicant for employment because of his/her race, color, religion, sex, sexual orientation, gender identity, national origin, age, pregnancy, genetic information, retaliation for protected activity, or any other status protected by applicable federal, state and local laws, or because he/she is an individual with a disability or disabled veteran, Armed Forces service medal veteran, recently separated veteran, or active duty wartime or campaign badge veteran, or thereinafter referred collectively as "protected veterans." It is also the policy of CSHQA to take affirmative action to employ and to advance in employment, all persons regardless of their status, as described above, and to base all employment decisions only on valid job requirements. This policy shall apply to all employment actions, including but not limited to recruitment, hiring, upgrading, promotion, transfer, demotion, layoff, recall, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship, at all levels of employment.

Employees and applicants shall not be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged in or may engage in any of the following activities: (1) Filing a complaint; (2) Assisting or participating in an investigation, compliance evaluation, hearing, or any other activity related to the administration of Section 503 of the Rehabilitation Act of 1973, as amended (Section 503), and Vietnam Era Veterans Readjustment Assistance Act (VEVRAA), or any other Federal, State or local law requiring equal opportunity for individuals with disabilities and protected veterans; (3) Opposing any act or practice made unlawful by Section 503 and VEVRAA or their implementing regulations or any other Federal, State or local law requiring equal opportunity for individuals with disabilities or protected veterans; or (4) Exercising any other right protected by Section 503 and VEVRAA or their implementing regulations in this part.

As President of CSHQA, I am committed to the principles of Affirmative Action and Equal Employment Opportunity. In order to ensure dissemination and implementation of equal employment opportunity and affirmative action throughout all levels of the Company, I have selected Ruthie Heikkila as the EEO/AA Coordinator for CSHQA. One of the EEO/AA Coordinator's duties will be to establish and maintain an internal audit and reporting system to allow for effective measurement of CSHQA's programs. The EEO/AA Coordinator can be reached at 208-429-4040 and is available to answer any questions on EEO Matters.

In furtherance of CSHQA's policy regarding Affirmative Action and Equal Employment Opportunity, CSHQA has developed written Affirmative Action Programs which set forth the policies, practices and procedures that CSHQA is committed to in order to ensure that its policy of nondiscrimination and affirmative action for qualified individuals with disabilities and qualified protected veterans is accomplished. These Affirmative Action Programs are available for inspection by any employee or applicant for employment upon request between the hours of 8 to 5 at our Human Resources department. Any questions should be directed to me, your supervisor, or Ruthie Heikkila, EEO/AA Coordinator.

Martin Hahle, President
CSHQA, Inc

July 1, 2021
Date

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CSHQA

200 Broad St • Boise, ID 83702 | 208.343.4635 | cshqa.com

February 28, 2022

City of Pueblo
230 South Mechanic Street
Pueblo, CO 81003

Re: Compliance with E-Verify Program
Bid 21-090 RFP - Pueblo Memorial Airport Terminal Remodel

To Whom It May Concern:

Please accept this letter as certification that CSHQA, Inc. does not knowingly employ or contract with any workers without authorization and has not or will not knowingly enter into a contract with any subcontractor that fails to certify to us that they do not knowingly employ or contract with any workers without authorization.

CSHQA, Inc. participates in or has applied for participation in the E-Verify Program created by Public Law 208, 104th Congress, as administered by the United States Department of Homeland Security.

Sincerely,

CSHQA, INC.

Martin A. Hahle
President

tc

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CSHQAPA-01 SMAHR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/28/2022

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	CONTACT NAME:	
Boise Office PayneWest Insurance, a Marsh McLennan Agency LLC Company 960 Broadway Avenue Suite 500 Boise, ID 83706	PHONE (A/C, No, Ext): (208) 424-2900	FAX (A/C, No): (877) 512-2753
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Company	29424
INSURER B : WCF National Insurance Company	40517
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

CSHQA, Inc.
200 Broad St
Boise, ID 83702

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 CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		34SBAPM6926	6/1/2021	6/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			34SBAPM6926	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			34SBAPM6926	6/1/2021	6/1/2022	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		4007721	5/1/2021	5/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Employment Practices			34SBAPM6926	6/1/2021	6/1/2022	Each Claim	5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Bod 21-090 RFP - Pueblo Memorial Airport Terminal Remodel.
City of Pueblo, its agents, officers and employees are included as additional insureds.

CERTIFICATE HOLDER

City of Pueblo, a Municipal Corporation
230 S. Mechanic Street
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

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QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY

BUSINESS LIABILITY COVERAGE FORM	Beginning on Page
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Medical Expenses	**2**
Coverage Extension - Supplementary Payments	**2**
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C. WHO IS AN INSURED	**10**
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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C**. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All costs taxed against the insured in the "suit".

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the limits of insurance.

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b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

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(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

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g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

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(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting,demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** - Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section **D.** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;

(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

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(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

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(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

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If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

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(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

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F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations; or

b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) Any "occurrence" that takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

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Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

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a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a**. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

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(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

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c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

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b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

This coverage is subject to all provisions in the **BUSINESS LIABILITY COVERAGE FORM** not expressly modified herein:

A. Amended Coverage:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

B. Paragraph B. EXCLUSIONS is amended as follows:

1. Exclusion **g. Aircraft, Auto or Watercraft** does not apply to a "hired auto" or a "non-owned auto".

2. Exclusion **e. Employers Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

3. Exclusion **f. Pollution** is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto".

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and

(2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs **15.b.** and **15.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

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(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".

4. With respect to this coverage, the following additional exclusions apply:

a. Fellow employee

Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.

b. Care, custody or control

Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.

C. With respect to "hired auto" and "non-owned auto" coverage, Paragraph **C. WHO IS AN INSURED** is deleted and replaced by the following:

The following are "insureds":

a. You.

b. Your "employee" while using with your permission:

(1) An "auto" you hire or borrow; or

(2) An "auto" you don't own, hire or borrow in your business or personal affairs; or

(3) An "auto" hired or rented by your "employee" on your behalf and at your direction.

c. Anyone else while using a "hired auto" or "non-owned auto" with your permission except:

(1) The owner or anyone else from whom you hire or borrow an "auto".

(2) Someone using an auto while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".

(4) A partner (if you are a partnership), or a member (if you are a limited liability company) for an "auto" owned by him or her or a member of his or her household.

d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

D. With respect to the operation of a "hired auto" and "non-owned auto", the following additional conditions apply:

1. OTHER INSURANCE

a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee".

b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

2. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

E. The following definitions are added:

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company),

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or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. "Non-owned auto " means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:

a. "Autos" owned by your "employees" your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

b. Customer's "auto" that is in your care, custody or control for service.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Waiver Type Blanket

A blanket waiver of subrogation is granted for all projects and contracts for the below named insured and its subsidiaries for all jobs requiring such a waiver in writing in all states excluding Texas listed under section 3A of your information page.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/01/2021 Policy No. 4007721 Endorsement No.
Insured CSHQA Inc Premium
200 BROAD ST
BOISE, ID 83706 Countersigned by _____
Insurance Company WCF National Insurance Company

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CSHQPA0-01 AARCHULETA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/1/2022

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	CONTACT NAME: Aubrey Archuleta	
The Hartwell Corporation PO Box 400 Caldwell, ID 83606	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: aubrey@thehartwellcorp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : XL Specialty Insurance Co.	37885
INSURED	INSURER B :	
CSHQA Inc 200 Broad St Boise, ID 83702	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	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	
	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	$
A	Professional Liabili			DPR9985539	11/1/2021	11/1/2022	Each Claim Limt	5,000,000
A	Retro Date 1/1/1889			DPR9985539	11/1/2021	11/1/2022	Aggregate Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Bid 21-090 RFP - Pueblo Memorial Airport Terminal Remodel

CERTIFICATE HOLDER

City of Pueblo, a Municipal Corporation
230 South Mechanic Street
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

Jenny Kroll

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City Clerk's Office Item # N-4

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 11, 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: AN ORDINANCE ESTABLISHING EAST GENERAL AVIATION APRON REHABILITATION PROJECT NO. AP2204, TRANSFERRING $13,545 FROM THE AIRPORT FUND, BUGETING AND APPROPRIATING $13,545 TO PROJECT NO. AP2204, APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $13,545 TO DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, FOR PROJECT EAST GENERAL AVIATION APRON REHABILITATION PROJECT IN CONNECTION WITH BID 17-062 RFQ – PUEBLO MEMORIAL AIRPORT ENGINEER OF RECORD AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance establishes Project No. AP2204, transfers and appropriates $13,545 to the Project and approves an Agreement for Professional Engineering Services to Dibble & Associates Consulting Engineers, Inc., for engineering services for East General Aviation (GA) Apron Rehabilitation Project at the Pueblo Memorial Airport.

PREVIOUS COUNCIL ACTION:

City Council approved a design agreement between the City and Dibble Engineering on January 25, 2021 under Ordinance No. 9869 in the amount of $164,617. That Ordinance also established the Taxiway E. Reconstruction Project No. AP2101.

City Council approved an agreement between the City and Dibble Engineering on July 12, 2021 under Ordinance 9961 in the amount of $135,313.

BACKGROUND:

The Agreement is for the professional design services of the East GA Apron Rehabilitation project. Dibble Engineering will provide preliminary design, final design and construction documents and bidding assistance.

The East General Aviation Apron is composed of approximately 26,200 square yards of asphalt concrete pavement and is experiencing severe rutting and alligator cracking. The Dibble team will provide a simplified design documents package for the rehabilitation of the apron.

FINANCIAL IMPLICATIONS:

Funding in the amount of $13,545.00 will be paid from AP2204 –East GA Apron Rehabilitation Project.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not Applicable to this Ordinance.

ALTERNATIVES:

Denial of this Ordinance will result in the City of Pueblo being unable to proceed with the design of the East GA Apron Rehabilitation Project

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Agreement for Professional Services

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING EAST GENERAL AVIATION APRON REHABILITATION PROJECT NO. AP2204, TRANSFERRING $13,545 FROM THE AIRPORT FUND, BUGETING AND APPROPRIATING $13,545 TO PROJECT NO. AP2204, APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $13,545 TO DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, FOR PROJECT EAST GENERAL AVIATION APRON REHABILITATION PROJECT IN CONNECTION WITH BID 17-062 RFQ – PUEBLO MEMORIAL AIRPORT ENGINEER OF RECORD AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

East General Aviation Apron Rehabilitation Project No. AP2204 is hereby established.

SECTION 2.

Funds in the amount of $13,545 are hereby transferred from the Airport Fund to the East General Aviation Apron Rehabilitation Project No. AP2204.

SECTION 3.

Funds in the amount of $13,545 are hereby budgeted and appropriated to the East General Aviation Apron Rehabilitation Project No. AP2204.

SECTION 4.

An Agreement for Professional Engineering Services (“Agreement”), a copy of which is attached hereto and made part hereof by reference, by and between the City of Pueblo, a Municipal Corporation, to provide engineering services for the East General Aviation Apron Rehabilitation Project at Pueblo Memorial Airport, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 5.

The Mayor is authorized to execute the Agreement on behalf of the City of Pueblo, a Municipal Corporation, and the City Clerk is shall affix the seal of the City thereto and attest same.

SECTION 6.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of the Ordinance and the attached 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

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

THIS AGREEMENT made and entered this ____ day of _____, 2022 by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner" or "City") and Dibble & Associates Consulting Engineers, Inc., an Arizona Corporation authorized to do business in the State of Colorado, a professional engineering firm (hereinafter "Engineer") for Engineer to render certain professional planning, design, engineering and related services for Owner in connection with Bid 17-062 RFQ – Pueblo Memorial Airport Engineer of Record, for this project referred to as East GA Apron Rehabilitation, all together hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL

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

[ ] - Study and Report Phase

[X] - Preliminary Design Phase

[X] - Final Design Phase

[X] - Construction Documents & Bidding Phase

[ ] - Construction Phase

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

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

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

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

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

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

SECTION 2. ENGINEERING SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) After consultation with the Owner, receipt of Owner's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to Owner final Drawings showing the scope, extent, and character of the work to be performed by contractors, and Specifications describing such work and the requirement therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. Engineer shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR 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 best professional judgment, prepare and submit to Owner a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.

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

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

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

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

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

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

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

2.5 Construction 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 perform the following unless otherwise stated in Schedule 1:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Engineer acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the Owner has a substantial interest in the personnel and consultants to whom Engineer assigns principal responsibility for services performed under this Agreement. Within ten (10) days of execution of this Agreement, Owner shall have the right to object in writing to employment on the Project of any such key person, consultant, or assignment of principal responsibility, in which case Engineer will employ alternate personnel for such function or reassign such responsibility to another to whom Owner has no reasonable objection. Thereafter, Engineer shall not assign or reassign Project work to any person to whom Owner has reasonable objection.

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

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

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

SECTION 3. OWNER'S RESPONSIBILITIES

3.1 Owner shall:

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

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

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

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

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

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

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

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

SECTION 4. TIME FOR PERFORMANCE

Engineer's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 – "Scope of Services" and Sections 1 and 2 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 $13,545.00 in the aggregate, and not to exceed those maximum amounts set forth in Schedule 2 - "Fee Schedule" and computed in accordance with this Section.

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 forty (40) days of the date of billing, provided that sufficient documentation has been furnished, and further provided that Owner will not be required to pay more than 90% of the maximum amount unless the Engineer's services on the Project phases for which this Agreement is applicable have been completed to Owner's reasonable satisfaction and all required Engineer submittals have been provided.

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

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

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

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

SECTION 6. TERMINATION

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

6.2 Upon termination of this Agreement for events or reasons not the fault of Engineer, Engineer shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to date of termination; together with any reasonable costs incurred within ten (10) days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Engineer or Client. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in Section 5.1.

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

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

SECTION 7. GENERAL PROVISIONS

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

7.2 Advertising. Unless specifically approved in advance in writing by Owner, Engineer shall not include

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

7.3 Insurance and Indemnity.

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

(b) The minimum insurance coverage which Engineer shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the Client.

(ii) Commercial General Liability Insurance. The Engineer shall secure and maintain during the period of this agreement/contract and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Engineer with respect to all work performed by him and all his subcontractors under the agreement/ contract, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Engineer under the provisions of this Agreement, and "Completed Operations and Projects Liability" coverage.

(iii) Professional Liability Insurance with coverage of not less than $1,000,000 in a form and with a deductible acceptable to Owner.

(iv) Comprehensive Automobile Liability Insurance. The Engineer shall procure and maintain during the period of the agreement/contract and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Engineer from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes and similar equipment whether owned, leased, hired or used by Engineer.

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

7.4 Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the Owner or the Engineer by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the Owner, City of Pueblo Department of Public Works; Attention: Andrew Hayes, Director; 211 E. D Street; Pueblo, CO 810033 or to the

Engineer at Dibble & Associates Consulting Engineers, Inc., Attention: C. W. Moyers, 2696 South Colorado Blvd., Suite 330, Denver, CO 80222. Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5 Entire Agreement. This instrument contains the entire agreement between the Owner and the Engineer respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the Owner or the Engineer in relation thereto not expressly set forth in this instrument is null and void. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

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

7.7 Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written amendment signed by authorized representatives of Engineer and Owner.

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

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

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

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

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

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

and agrees that entry to properties not under Owner's control may require Engineer to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

SECTION 8. DISPUTES

8.1 Any dispute or disagreement between Engineer and Owner arising from or relating to this Agreement or Engineer's services or right to payment hereunder shall be determined and decided by the Owner's Director of Public Works, whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction located in Pueblo County, Colorado, pursuant to Rule 106, C.R.C.P.

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

SECTION 9. SCHEDULES

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

Schedule 1 - "Scope of Services" consisting of 3 pages
Schedule 2 - "Fee Schedule" consisting of 1 page

SECTION 10. ACCESSIBILITY.

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

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

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

(b) Engineer shall not:

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

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

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

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

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

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

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

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

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

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

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

SECTION 12. PERA LIABILITY

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

(Signature Section on following page)

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Director of Purchasing

Attest_____
City Clerk

DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

By_____
C. W. Moyers, Vice President

[S E A L]

BALANCE OF APPROPRIATION EXISTS FOR THIS CONTRACT AND FUNDS ARE AVAILABLE

_____
Director of Finance

APPROVED AS TO FORM

_____
City Attorney

Attachments: Schedule 1 - "Scope of Services"
Schedule 2- "Fee Schedule"

Schedule 1
Scope of Services

Excerpt from Letter to the Pueblo Memorial Airport on behalf
of the Department of Public Works dated February 15, 2022; pages 2, 3, and 6

SCOPE OF WORK
Pueblo Memorial Airport
East General Aviation Apron
Rehabilitation
City of Pueblo Project No. TBD

Introduction

Dibble (Dibble or the Engineer) has been requested by the City of Pueblo (Sponsor) to provide limited design phase services for Rehabilitation of the East General Aviation Apron at the Pueblo Memorial Airport.

The East General Aviation Apron is composed of approximately 26,200 square yards of asphalt concrete pavement and is experiencing severe rutting and alligator cracking. The pavement consists of approximately 2 inches of asphalt on 6 to 7 inches of Portland Cement Concrete Pavement (PCCP). In the latest 2020 Colorado Department of Transportation (CDOT) Division of Aeronautics, pavement condition study, the Pavement Condition Index (PCI) was determined to be 0. A PCI of 0 indicates that the pavement is unserviceable.

The Dibble team will provide a simplified design documents for the rehabilitation of the apron with one bid package (i.e. one Bid Schedule). The total project cost needs to fall within $500K.

It is anticipated that this project will be funded with local City of Pueblo funds.

This proposal is based on the following: an estimated 1-month design phase (March 2022). It is anticipated that the City of Pueblo will provide bid and construction phase services which will take place in the spring/summer of 2022.

Design Phase Services (Lump Sum)

1) **General Project Management**:

   a) Project Management and Administration: provide and direct all project management and coordination of the design team and will provide coordination between design team members, the Sponsor, and other interested stakeholders as necessary. Administration tasks such as file coordination and miscellaneous project communications throughout the course of the design phase, and project printing and packaging at each submittal level will also be included under this task.

      Monthly invoicing shall be submitted to the Sponsor in a format acceptable to the Sponsor.

2) **95% Progress Submittal**:

   a) 95% Schematic Exhibit: The 95% schematic exhibit will provide a layout with visual location of the area of rehabilitation.

   b) 95% Contract Documents and Technical Specification: The draft contract documents and technical specifications will be developed by the Engineer in a manner consistent with local regulations and standards:

      - Pavement removal (saw cut and mill)
      - CDOT Local AC Mix Design
      - Bituminous Tack Coat

   d) 95% Quantities and Engineer's OPCC: based on the 75% construction plans and technical specifications, the Engineer will develop a 75% OPCC. The unit pricing for each line item will be based on recent bids.

3) **100% Final (Bid) Documents**:

a) 100% Final Schematic Exhibit:

b) Final Contract Documents and Technical Specification: the final bid contract documents and technical specifications shall have all internal and external review comments by the Airport and City of Pueblo incorporated and addressed. The contract documents and technical specifications will be prepared for the bidding phase.

c) Final Quantities and Engineer's OPCC: based on the final construction plans and technical specifications, the Engineer shall provide a final bidding schedule in the contract documents and an OPCC based on a unit price basis, reflecting recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.

Miscellaneous Scope of Work Items

4) **Project Deliverables (hard copies)**:

a) 95% Submittal: the 95% Submittal shall include 95% schematic exhibit, Contract Documents and Technical Specifications, and quantities and OPCC. This submittal shall be submitted to the Airport and City of Pueblo.

b) 100% Final (Bid) Submittal: the 100% Submittal shall include 100% Final Schematic Exhibit, Contract Documents and Technical Specifications, and quantities and OPCC. This submittal shall be submitted to the Airport and City of Pueblo.

Each submittal will be posted on the Dibble Webshare database electronically (i.e. PDF documents) for the client's convenience.

5) **Miscellaneous and Assumptions**:

a) This proposal is based on the following: an estimated 1-month design phase (March 2022); All plans are to be prepared in AutoCAD Civil 3D 2019.

b) The design phase services are to be locally funded.

c) It is anticipated that this project will be designed with one Base Bid Schedule.

d) The Dibble team will design the Apron Rehabilitation with one bid packages (i.e. one Bid Schedule). The project construction cost is estimated to be approximately $500K.

6) **Exclusions To This Scope of Work**:

a) Landscape, Irrigation, and Environmental Design Services

b) Structural Engineering, Mechanical, or Architectural Design Services

c) Electrical Services

d) Survey Services

e) Full design phase services.

f) Bid Phase Services

g) Construction Phase Services

Firm:	Dibble	Contract Number:	TBD
	On-Call Engineering	Project Number:	TBD
Project:	**East General Aviation Apron Rehabilitation**	Task Number:	N/A
	Design Phase Services	Amendment Number:	N/A
	Pueblo Memorial Airport	FAA Number:	N/A
Date:	2/15/2022	CDOT Number:	N/A

DESIGN PHASE SERVICES - ESTIMATED MANHOURS

TASK	PRINCIPAL	PRINCIPAL ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	QA/QA MANAGER	PROJECT ENGINEER	SENIOR DESIGNER	ADMIN ASSISTANT	TOTAL HOURS BY TASK
1 General Project Management										
1a Project Management & Administration		2	16							18
2 95% Progress Submittal										
2a 95% Schematic Exhibit			2				4	12		18
2b 95% Contract Documents and Technical Specification:			2				12		4	18
2c 95% Quantities and Engineer's OPCC			1				4			5
3 100% Final (Bid) Documents										
3a 100% Final Schematic Exhibit							2	8		10
3b Final Contract Documents and Technical Specification							6		2	8
3c Final Quantities and Engineer's OPCC							2	2		4
TOTAL HOURS BY CLASSIFICATION	0	2	21	0	0	0	30	22	6	81

Schedule 2
Fee Schedule

Excerpt from Letter to the Pueblo Memorial Airport on behalf
of the Department of Public Works dated February 15, 2022; page 5

Firm:	Dibble	Contract Number: TBD
	On-Call Engineering	Project Number: TBD
Project:	**East General Aviation Apron Rehabilitation**	Task Number: N/A
	Design Phase Services	Amendment Number: N/A
	Pueblo Memorial Airport	FAA Number: N/A
Date:	2/15/2022	CDOT Number: N/A

DESIGN PHASE SERVICES SUMMARY

	Classification	Total Hours	Billing Rates	Total Costs
1	Principal	0	$294.45	$0.00
2	Principal Engineer	2	$232.90	$465.80
3	Senior Project Manager	21	$206.28	$4,331.88
4	Project Manager	0	$199.63	$0.00
5	Senior Engineer	0	$189.65	$0.00
6	QA/QC Manager	0	$192.97	$0.00
7	Project Engineer	30	$169.69	$5,090.70
8	Senior Designer	22	$143.07	$3,147.54
9	Admin Assistant	6	$84.85	$509.10
	Totals:	**81**		**$13,545.00**

DESIGN PHASE SERVICES DIRECT COSTS

	Item	Cost	Type of Compensation
1	Lodging (Dibble)	$0.00	Direct Cost
2	Mileage (Dibble)	$0.00	Direct Cost
3	Meals (Dibble)	$0.00	Direct Cost

Sub-Total for Direct Costs..... **$0.00**

DESIGN PHASE SERVICES TOTAL FEE

TOTAL FEE (*rounded*)..... $13,545.00

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: April 11, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Director of Public Works

SUBJECT: AN ORDINANCE ESTABLISHING PROJECT CI2120 FOR UNION AND MAIN STREETSCAPE PROJECT, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION, PROJECT: STA M086-095 (24779), BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $2,000,000 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance creates Project No. CI2120 for Union and Main Streetscape Project, approves an Intergovernmental Agreement ("IGA") between Pueblo, a Colorado Municipal Corporation ("City") and the State of Colorado, Colorado Department of Transportation ("CDOT") relating to the Union and Main Streetscape Project, and budgets and appropriates funds from CDOT totaling $2,000,000 for the Project.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

This Ordinance establishes the Union and Main Streetscape Project, CI2120. The project will provide for design and construction of the streetscape improvements along Union Avenue between Abriendo Avenue and City Center Drive as well as along Main Street from the Arkansas River to City Center Drive.

The City of Pueblo was awarded a Revitalizing Main Streets (RMS) Opportunity 1 grant with an overall project cost of $4,800,000. The match requirement for the federally funded grant is $500,000. The funds for the required match ($500,000) will be

transferred to the account at a later date, prior to execution of a design contract.

FINANCIAL IMPLICATIONS:

Funds in the amount of $2,000,000 will be provided by CDOT and shall be budgeted and appropriated for the project, CI2120.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the improvements without the funding from the CDOT RMS Grant funds.

RECOMMENDATION:

Approve the Ordinance.

Attachments:
City-State of Colorado IGA for Pueblo Downtown Multimodal Safety Improvements

ORDINANCE NO.

AN ORDINANCE ESTABLISHING PROJECT CI2120 FOR UNION AND MAIN STREETSCAPE PROJECT, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION, PROJECT: STA M086-095 (24779), BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $2,000,000 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Union and Main Streetscape Project, CI2120, is hereby established.

SECTION 2.

The Intergovernmental Agreement ("IGA") between the City of Pueblo, a Colorado municipal corporation, and State of Colorado, acting by and through the Colorado Department of Transportation, Project: STA M086-095 (24779), Pueblo Downtown Multimodal Safety Improvements, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

Subject to encumbrances by the Colorado State Department of Transportation, funds from the Pueblo Downtown Multimodal Safety Improvements Project (STA M086-095 (24779) in the amount of $2,000,000 are hereby budgeted and appropriated for the Union and Main Streetscape Project, No. CI2120.

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

Action by City Council:

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

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

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT
Signature and Cover Page

State Agency Department of Transportation			**Agreement Routing Number** 22-HA2-XC-00035
Local Agency CITY OF PUEBLO			**Agreement Effective Date** The later of the effective date or February 25, 2022
Agreement Description Pueblo Downtown Multimodal Safety Improvements			**Agreement Expiration Date** February 24, 2032
Project # STA M086-095 (24779)	**Region #** 2	**Contract Writer** RDM	**Agreement Maximum Amount** $2,500,000.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

LOCAL AGENCY CITY OF PUEBLO _____ Signature _____ By: (Print Name and Title) Date: _____	**STATE OF COLORADO** Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director _____ Stephen Harelson, P.E., Chief Engineer Date: _____
2nd State or Local Agency Signature if Needed _____ Signature _____ By: (Print Name and Title) Date: _____	**LEGAL REVIEW** Philip J. Weiser, Attorney General _____ Assistant Attorney General _____ By: (Print Name and Title) Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Department of Transportation

Effective Date: _____

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EXHIBIT R, APPLICABLE FEDERAL AWARDS
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1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase ("Phase Performance Period(s)"). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; except as described in **§7.D**; 2) before the encumbering document for the respective phase *and* the official Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e**., or the expiration of "Special Funding" if applicable, whichever is sooner. The State's obligation to pay Agreement Funds exclusive of Special Funding will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

B. Initial Term and Extension

The Parties' respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement. Upon request of Local Agency, the State may, in its sole discretion, extend the term of this ARPA Award by Option Letter pursuant **§7.E.iv**. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit C**.

C. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

D. Local Agency Termination Under Federal Requirements

Local Agency may request termination of the ARPA Award by sending notice to the State, which includes the effective date of the termination. If this ARPA Award is terminated in this manner, then Local Agency shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. AUTHORITY

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

A. Federal Authority

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

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-104.5.

4. PURPOSE

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

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

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

C. "**ARPA**" means American Rescue Plan Act, funded by the US Treasury Department. See "SLFRF" below.

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

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

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

G. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.

H. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

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

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

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

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

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

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

i. **Exhibit A**, Scope of Work.
ii. **Exhibit B**, Sample Option Letter.
iii. **Exhibit C**, Funding Provisions
iv. **Exhibit D**, Local Agency Resolution
v. **Exhibit E**, Local Agency Contract Administration Checklist
vi. **Exhibit F**, Certification for Federal-Aid Contracts
vii. **Exhibit G**, Disadvantaged Business Enterprise
viii. **Exhibit H**, Local Agency Procedures for Consultant Services
ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
x. **Exhibit J**, Additional Federal Requirements
xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance")
xiv. **Exhibit N**, Federal Treasury Provisions
xv. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds
xvi. **Exhibit P**, SLFRF Subrecipient Quarterly Report
xvii. **Exhibit Q**, SLFRF Reporting Modification Form
xviii. **Exhibit R**, Applicable Federal Awards
xix. **Exhibit S**, Checklist of Required Exhibits Dependent on Funding Source

O. "**Expiration Date**" means the date on which this Agreement expires, as shown on the Signature and Cover Page for this Agreement.

P. "**Extension Term**" means the period of time by which the ARPA Expiration Date is extended by the State through delivery of an updated ARPA Letter.

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

R. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which may be the subject of this Agreement.

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

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

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

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

W. "**Matching Funds**" means the funds provided by the Local Agency as a match required to receive the federal funding.

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

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

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

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

BB. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

CC. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

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

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

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

GG. "**SLFRF**" means State and Local Fiscal Recovery Funds, provided by ARPA, funded by the US Treasury Department.

HH. "**Special Funding**" means an award by Federal agency or the State which may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds, Coronavirus Response and Relief Supplemental Funds, ARPA, SLFRF, or COVID Relief.

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

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

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

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

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

NN. "**Sub-Award**" means this Award by the State to Local Agency funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

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

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

QQ. "**Tax Information**" means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax Information in Internal Revenue Service Publication 1075.

RR. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

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

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

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

6. SCOPE OF WORK

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

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

A. Local Agency Commitments

i. Design

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

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

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

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

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

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

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

g. Ensure the Plans are accurate and complete.

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

ii. Local Agency Work

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

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

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

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

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

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

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

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

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

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

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

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

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

iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

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

b. Local Agency shall be responsible for the following:

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

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

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

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

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

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

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

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

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

b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property

Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.

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

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

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

2) Relocation activities, if applicable (3109);

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

v. Utilities

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

vi. Railroads

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

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

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

c. Establish future maintenance responsibilities for the proposed installation.

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

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

vii. Environmental Obligations

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

viii. Maintenance Obligations

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

ix. Monitoring Obligations

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

B. State's Commitments

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

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

7. PAYMENTS

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

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

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

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

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

e. If a project is funded in part with Federal or State special funding there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the special funding and invoiced in compliance with the rules outlined in the award of the funding. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

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

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

a. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State's obligation to pay Local Agency shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.C**.

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

v. Erroneous Payments

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

vi. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds

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

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and **§7**. However, any costs incurred by Local Agency prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Local Agency for costs or expenses incurred or performance by the Local Agency prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Local Agency. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance

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

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

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

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

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

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

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

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

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

iii. Option to Exercise Options i and ii.

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

iv. Option to Extend Agreement/Phase Term and/or modify the OMB Uniform Guidance. The State, at its discretion, shall have the option to extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.). In order to exercise this option, the State shall provide written notice to the Local Agency in a form substantially equivalent to **Exhibit B**.

F. Accounting

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

i. Local Agency Performing the Work

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

ii. Local Agency-Checks or Draws

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

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

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

v. Invoicing Within 60 Days

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

vi. Risk Assessment & Monitoring

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

- Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.

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

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

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. If SLFRF Funds are used the Local Agency shall close out that portion of the Award within 45 days after the ARPA Award Expiration Date. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If FHWA or US Treasury has not closed this Federal Award within one (1) year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

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

B. Litigation Reporting

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

C. Performance and Final Status

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

D. Violations Reporting

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

9. LOCAL AGENCY RECORDS

A. Maintenance

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (the "Record Retention Period") of three (3) years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three (3) years following final disposition of such property.

B. Inspection

Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. Local Agency shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Local Agency. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. If Local Agency enters into a subcontract with an entity that would also be considered a Subrecipient, then the subcontract entered into by Local Agency shall contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Local Agency or a third party. Additionally, if Local Agency is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Local Agency shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

demand for State Records to the State's principal representative. If Local Agency or any of its Subcontractors will or may receive the following types of data, Local Agency or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Award as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Award, if applicable. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding Personally Identifying Information "PII"

If Local Agency or any of its Subcontracts will or may receive PII under this agreement, Local Agency shall provide for the security for such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Local Agency shall be a "Third Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of

interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

12. INSURANCE

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

A. Local Agency Insurance

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

B. Subcontractor Requirements

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

i. Workers' Compensation

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

ii. General Liability

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

a. $1,000,000 each occurrence;

b. $1,000,000 general aggregate;

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

d. $50,000 any 1 fire.

iii. Automobile Liability

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

iv. Protected Information

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

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

b. $2,000,000 general aggregate.

v. Professional Liability Insurance

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

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

b. $1,000,000 general aggregate.

vi. Crime Insurance

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

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

b. $1,000,000 general aggregate.

vii. Cyber/Network Security and Privacy Liability

Liability insurance covering all civil, regulatory and statutory damages, contractual damages, data breach management exposure, and any loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of breach, violation or infringement of right to privacy rights through improper use or disclosure of protect consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

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

b. $2,000,000 general aggregate.

C. Additional Insured

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

D. Primacy of Coverage

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

E. Cancellation

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

F. Subrogation Waiver

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

G. Certificates

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§12**.

13. BREACH

A. Defined

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

B. Notice and Cure Period

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

14. REMEDIES

A. State's Remedies

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

i. Termination for Breach

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

a. Obligations and Rights

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

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

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

c. Deny Payment

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

d. Removal

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

e. Intellectual Property

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

B. Local Agency's Remedies

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

15. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior

departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

16. NOTICES AND REPRESENTATIVES

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

For the State

Colorado Department of Transportation (CDOT)
Don Scanga, Local Agency Coordinator
CDOT
5615 Wills Blvd
Pueblo, CO 81008
719-248-0378
donald.scanga@state.co.us

For the Local Agency

CITY OF PUEBLO
Charles Roy, Engineering Division Manager Kelly Grisham, Project Coordinator
211 East D Street
Pueblo, CO 81004
719-553-2271 719-553-2254
CRoy@pueblo.us kgrisham@pueblo.us

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Local Agency or any Subcontractors. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to

enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

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

iii. Assignments and Assistance

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

B. Exclusive Property of the State

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

C. Exclusive Property of Local Agency

Local Agency retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Local Agency including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Local Agency under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Local Agency Property"). Local Agency Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the

State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. The following applies through June 30, 2022: no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is $100,000 or greater, either on the Effective Date or at anytime thereafter, this **§19** shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, §24-106-107 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

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

C. Binding Effect

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

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

H. Entire Understanding

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

I. Jurisdiction and Venue

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

J. Modification

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

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

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

L. Order of Precedence

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

i. The provisions of the other sections of the main body of this Agreement.
ii. **Exhibit N**, Federal Treasury Provisions.
iii. **Exhibit F**, Certification for Federal-Aid Contracts.
iv. **Exhibit G**, Disadvantaged Business Enterprise.
v. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts.
vi. **Exhibit J**, Additional Federal Requirements.
vii. **Exhibit K**, Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions.
viii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form.
ix. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance").
x. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds.
xi. **Exhibit R**. Applicable Federal Awards.
xii Colorado Special Provisions in the main body of this Agreement.
xiii. **Exhibit A**, Statement of Work.
xiv. **Exhibit H**, Local Agency Procedures for Consultant Services.
xv. **Exhibit B**, Sample Option Letter.
xvi. **Exhibit C**, Funding Provisions.
xvii. **Exhibit P**, SLFRF Subrecipient Quarterly Report.
xviii. **Exhibit Q**, SLFRF Reporting Modification Form.
xix. **Exhibit D**, Local Agency Resolution.
xx. **Exhibit E**, Local Agency Contract Administration Checklist.
xxi. **Exhibit S**, Checklist of Required Exhibits Dependent on Funding Source.
xxii. Other exhibits in descending order of their attachment.

M. Severability

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

N. Survival of Certain Agreement Terms

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

O. Third Party Beneficiaries

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

P. Waiver

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

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107 C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations.

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

T. Compliance with State and Federal Law, Regulations, and Executive Orders

Local Agency shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

U. Accessibility

Local Agency shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, *et seq*., C.R.S. Local Agency shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at https://www.w3.org/TR/WCAG21/.

V. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.,* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Local Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

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

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

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

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

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

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

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

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

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

22. FEDERAL REQUIREMENTS

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

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

24. DISPUTES

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

EXHIBIT A

SCOPE OF WORK

Name of Project: Pueblo Downtown Multimodal Safety Improvements
Project Number: STA M086-095
SubAccount #: 24779

The local agency shall be responsible for design and construction of infrastructure improvements, Project M086-095, (24779). On Union Avenue the improvements consist of the expansion of sidewalks, reduction of travel lanes with sharrows for bicyclists, parallel parking, and enhanced streetscape. On Main Street the improvements consist of the expansion of sidewalks, reduction of travel lanes, bike lanes in each direction and enhanced streetscape with additional parallel parking options.

If ARPA funds are used all ARPA funds must be encumbered by December 31, 2024. All work funded by ARPA must be completed by December 31, 2026 and all bills must be submitted to CDOT for payment by January 31, 2027. These bills must be paid by CDOT byMarch 31, 2027.

If this project is funded with Multimodal Transportation & Mitigation Options Funding (MMOF) these funding expenditures must be invoiced by June 1st of the year they expire.

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EXHIBIT B

SAMPLE IGA OPTION LETTER

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

Vendor Name:

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

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

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

Option to unilaterally extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify OMB Guidance.

Option A

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to authorize the Local Agency to add a phase and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is (or increased) by $0.00. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option B

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to transfer funds based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option C

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and

original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option D

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. This is made part of the original Agreement and replaces the Expiration Date shown on the Signature and Cover Page. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

The effective date of this option letter is upon approval of the State Controller or delegate.

STATE OF COLORADO
Jared S. Polis
Department of Transportation

By:_____
Stephen Harelson, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date:_____

EXHIBIT C - FUNDING PROVISIONS

City of Pueblo; Project #: STA M086-095 (24779)

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be $2,500,000.00, which is to be funded as follows:

1. BUDGETED FUNDS

a.	Federal Funds (80% of Award)	$2,000,000.00
b.	Local Agency Matching Funds (20% of Award)	$500,000.00
	TOTAL BUDGETED FUNDS	**$2,500,000.00**

2. OMB UNIFORM GUIDANCE

a.	Federal Award Identification Number (FAIN):	TBD
b.	Name of Federal Awarding Agency:	FHWA
c.	CFDA # Highway Planning and Construction	CFDA 20.205
d.	Is the Award for R&D?	No
e.	Indirect Cost Rate (if applicable)	N/A

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a.	Federal Funds Budgeted	$2,000,000.00
b.	Less Estimated Federal Share of CDOT-Incurred Costs	$0.00
	TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	**$2,000,000.00**

4. FOR CDOT ENCUMBRANCE PURPOSES

a.	Total Encumbrance Amount	$2,500,000.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00
	NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS	**$2,500,000.00**

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

WBS Element 24779.10.30	Performance Period Start*/End Date TBD – TBD	Design 3020	$0.00
WBS Element 24779.20.10	Performance Period Start*/End Date TBD - TBD	Const. 3301	$0.00

*The Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

B. Matching Funds

The matching ratio for the federal funds for this Work is 80% federal funds to 20% Local Agency funds, and this ratio applies only to the $2,500,000.00 that is eligible for federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds $2,500,000.00, and additional federal funds are available for the Work, the Local Agency shall pay 20% of all such costs eligible for federal funding and 100% of all other costs. If additional federal funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than $2,500,000.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described herein. **This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be $2,000,000.00. For CDOT accounting purposes, the federal funds of $2,000,000.00 and the Local Agency funds of $500,000.00 will be encumbered for a total encumbrance of $2,500,000.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and any cost is subject to revisions agreed to by the parties prior to bid and award. The maximum amount payable will be reduced without amendment when the actual amount of the Local Agency's awarded Agreement is less than the budgeted total of the federal funds and the Local Agency matching funds. The maximum amount payable will be reduced through the execution of an Option Letter as described in Section 7. E. of this contract. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving $750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 CFR 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. **Expenditure less than $750,000**
If the Local Agency expends less than $750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. **`Expenditure of $750,000 or more-Highway Funds Only**
If the Local Agency expends $750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. **Expenditure of $750,000 or more-Multiple Funding Sources**
If the Local Agency expends $750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. **Independent CPA**
Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

EXHIBIT D

LOCAL AGENCY RESOLUTION (IF APPLICABLE)

EXHIBIT E
LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST

COLORADO DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

Project No.	STIP No.	Project Code	Region
STA M086-095		24779	2

Project Location	Date
Union Avenue and Main Street Pueblo Colorado	1/14/2021

Project Description
Pueblo Downtown Multimodal Safety Imp.

Local Agency	Local Agency Project Manager
The City of Pueblo	Kelly Grisham
CDOT Resident Engineer Lachelle Davis	CDOT Project Manager Don Scanga

INSTRUCTIONS:
This checklist shall be utilized to establish the contract administration responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency agreement. Section numbers correspond to the applicable chapters of the *CDOT Local Agency Manual*.

The checklist shall be prepared by placing an "X" under the responsible party, opposite each of the tasks. The “X” denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, a “#” will denote that CDOT must concur or approve.

Tasks that will be performed by Headquarters staff will be indicated. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.

The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.

Note:
Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
TIP / STIP AND LONG-RANGE PLANS			
2.1	Review Project to ensure it is consist with STIP and amendments thereto		X
FEDERAL FUNDING OBLIGATION AND AUTHORIZATION			
4.1	Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data. Requires FHWA concurrence/involvement)		X
PROJECT DEVELOPMENT			
5.1	Prepare Design Data - CDOT Form 463	X	X
5.2	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
5.3	Conduct Consultant Selection/Execute Consultant Agreement	X	
5.4	Conduct Design Scoping Review Meeting	X	
5.5	Conduct Public Involvement	X	
5.6	Conduct Field Inspection Review (FIR)	X	
5.7	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	X
5.8	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	
5.9	Obtain Utility and Railroad Agreements	X	
5.10	Conduct Final Office Review (FOR)	X	

Previous editions are obsolete and may not be used.

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
5.11	Justify Force Account Work by the Local Agency	X	
5.12	Justify Proprietary, Sole Source, or Local Agency Furnished Items	X	
5.13	Document Design Exceptions - CDOT Form 464	X	
5.14	Prepare Plans, Specifications and Construction Cost Estimates	X	
5.15	Ensure Authorization of Funds for Construction		X
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE			
6.1	Set Underutilized Disadvantaged Business Enterprise (UBDE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist)		XX
6.2	Determine Applicability of Davis-Bacon Act This project ☐ is X is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) Lachelle Davis 11/9/2021 CDOT Resident Engineer (Signature on File) Date		X
6.3	Set On-the-Job Training Goals. Goal is zero if total construction is less than $1 million (CDOT Region EEO/Civil Rights Specialist)		X
6.4	Title VI Assurances	X	
	Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)		X
ADVERTISE, BID AND AWARD			
7.1	Obtain Approval for Advertisement Period of Less Than Three Weeks	X	
7.2	Advertise for Bids	X	
7.3	Distribute "Advertisement Set" of Plans and Specifications	X	
7.4	Review Worksite and Plan Details with Prospective Bidders While Project Is Under Advertisement	X	
7.5	Open Bids	X	
7.6	Process Bids for Compliance		
	Check CDOT Form 715 - Certificate of Proposed Underutilized DBE Participation when the low bidder meets UDBE goals		X
	Evaluate CDOT Form 718 - Underutilized DBE Good Faith Effort Documentation and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals		X
	Submit required documentation for CDOT award concurrence	X	
7.7	Concurrence from CDOT to Award		X
7.8	Approve Rejection of Low Bidder		X
7.9	Award Contract	X	
7.10	Provide "Award" and "Record" Sets of Plans and Specifications	X	
CONSTRUCTION MANAGEMENT			
8.1	Issue Notice to Proceed to the Contractor	X	
8.2	Project Safety		X
8.3	Conduct Conferences:		
	Pre-Construction Conference (Appendix B)	X	
	Pre-survey • Construction staking • Monumentation	 X X	
	Partnering (Optional)	X	
	Structural Concrete Pre-Pour (Agenda is in *CDOT Construction Manual)*	X	
	Concrete Pavement Pre-Paving (Agenda is in *CDOT Construction Manual)*	X	
	HMA Pre-Paving (Agenda is in *CDOT Construction Manual)*	X	
8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	
8.5	Supervise Construction		

Previous editions are obsolete and may not be used.

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
	A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." Chuck Roy 719-553-2271 Local Agency Professional Engineer or Phone number CDOT Resident Engineer	X	
	Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	X	
	Construction inspection and documentation	X	
8.6	Approve Shop Drawings	X	
8.7	Perform Traffic Control Inspections	X	
8.8	Perform Construction Surveying	X	
8.9	Monument Right-of-Way	X	
8.10	Prepare and Approve Interim and Final Contractor Pay Estimates Provide the name and phone number of the person authorized for this task. Chuck Roy 719-553-2271 Local Agency Representative Phone number	X	
8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	X	
8.12	Prepare and Authorize Change Orders	X	
8.13	Submit Change Order Package to CDOT	X	
8.14	Prepare Local Agency Reimbursement Requests	X	
8.15	Monitor Project Financial Status	X	
8.16	Prepare and Submit Monthly Progress Reports	X	
8.17	Resolve Contractor Claims and Disputes	X	
8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. Don Scanga 719-546-5434 CDOT Resident Engineer Phone number		X
MATERIALS			
9.1	Discuss Materials at Pre-Construction Meeting • Buy America documentation required **prior to** installation of steel	X	
9.2	Complete CDOT Form 250 - Materials Documentation Record • Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project • Update the form as work progresses • Complete and distribute form after work is completed	 X X	X
9.3	Perform Project Acceptance Samples and Tests	X	
9.4	Perform Laboratory Verification Tests	X	
9.5	Accept Manufactured Products Inspection of structural components: • Fabrication of structural steel and pre-stressed concrete structural components • Bridge modular expansion devices (0" to 6" or greater) • Fabrication of bearing devices	X X X X	
9.6	Approve Sources of Materials		
9.7	Independent Assurance Testing (IAT), Local Agency Procedures ☐ CDOT Procedures X • Generate IAT schedule • Schedule and provide notification • Conduct IAT	 X X X	
9.8	Approve mix designs • Concrete • Hot mix asphalt	 X X	
9.9	Check Final Materials Documentation	X	
9.10	Complete and Distribute Final Materials Documentation	X	

Previous editions are obsolete and may not be used.

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			
10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	X	
10.2	Process CDOT Form 205 - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist	X	
10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	X	
10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. Complete CDOT Form 200 - OJT Training Questionnaire	X	
10.6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)	X	
10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	X	
FINALS			
11.1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Local Agency participation.)		X
11.2	Write Final Project Acceptance Letter	X	
11.3	Advertise for Final Settlement	X	
11.4	Prepare and Distribute Final As-Constructed Plans	X	
11.5	Prepare EEO Certification	X	
11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	X	
11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	X	
11.8	Obtain CDOT Form 17 from the Contractor and Submit to the Resident Engineer	X	
11.9	Obtain FHWA Form 47 - Statement of Materials and Labor Used … from the Contractor	X	
11.10	Complete and Submit CDOT Form 1212 – Final Acceptance Report (by CDOT)		X
11.11	Process Final Payment		X
11.12	Complete and Submit CDOT Form 950 - Project Closure		X
11.13	Retain Project Records for Six Years from Date of Project Closure		X
11.14	Retain Final Version of Local Agency Contract Administration Checklist	X	

cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region EEO/Civil Rights Specialist
CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

Previous editions are obsolete and may not be used.

EXHIBIT F

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT G

DISADVANTAGED BUSINESS ENTERPRISE

SECTION 1. Policy.

It is the policy of the Colorado Department of Transportation (CDOT) that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Consequently, the 49 CFR Part IE DBE requirements the Colorado Department of Transportation DBE Program (or a Local Agency DBE Program approved in advance by the State) apply to this agreement.

SECTION 2. DBE Obligation.

The recipient or its the Local Agency agrees to ensure that disadvantaged business enterprises as determined by the Office of Certification at the Colorado Department of Regulatory Agencies have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all participants or contractors shall take all necessary and reasonable steps in accordance with the CDOT DBE program (or a Local Agency DBE Program approved in advance by the State) to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT assisted contracts.

SECTION 3 DBE Program.

The Local Agency (sub-recipient) shall be responsible for obtaining the Disadvantaged Business Enterprise Program of the Colorado Department of Transportation, 1988, as amended, and shall comply with the applicable provisions of the program. (If applicable).

A copy of the DBE Program is available from and will be mailed to the Local Agency upon request: Business

Programs Office

Colorado Department of Transportation 2829 West Howard Place

Denver, Colorado 80204

Phone: (303) 757-9007

REQUIRED BY 49 CFR PART 26

EXHIBIT H

LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states "The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost" and according to 23 CFR 172.5 "Price shall not be used as a factor in the analysis and selection phase." Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.

2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.

3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.

4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.

5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.

6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.

7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

a. Qualifications,

b. Approach to the Work,

c. Ability to furnish professional services.

d. Anticipated design concepts, and

e. Alternative methods of approach for furnishing the professional services. Evaluation factors for final selection are the consultant's:

a. Abilities of their personnel,

b. Past performance,

c. Willingness to meet the time and budget requirement,

d. Location,

e. Current and projected work load,

f. Volume of previously awarded contracts, and

g. Involvement of minority consultants.

8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than $50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.

9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONAL DETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.

EXHIBIT I

FEDERAL-AID CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension/debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200,230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the- job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:** The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

a. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

b. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

c. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non- minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non- minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of- way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt.
Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages:

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

2. Withholding:

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis- Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements.

It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices.

Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S.DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal- aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and
7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility:

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal- aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below.

18 U.S.C. 1020 reads as follows:

The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph(a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactionsexceedingthe$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verifythe eligibility of its principals, as well as the eligibility of any lowertier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESSROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT J

ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of $10,000 by the Local Agencys and their contractors or the Local Agencys).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of $2,000 awarded by the Local Agencys and the Local Agencys when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers).

Clear Air Act

Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of $100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

Nondiscrimination

The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to the receipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance in any contract utilizing federal funds, land or other aid. The Local Agency shall also include the following in all contract advertisements:

> *The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.*

ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees and successors in interest, agree as follows:

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

v. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

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SAMPLE

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination

Assurances for Local Agencies

DOT Order No. 1050.2A

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fairopportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigationsconducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

_____

(***Name of Recipient***)

by_____

(***Signature of Authorized Official***)

DATED_____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or nationalorigin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limitedto:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or inpart.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (***Name of Appropriate Legislative Authority***), the Regulations for the Administration of (***Name of Appropriate Program***), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT K

FFATA SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. **"Award"** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

1.1.1. Grants;
1.1.2. Contracts;
1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
1.1.4. Loans;
1.1.5. Loan Guarantees;
1.1.6. Subsidies;
1.1.7. Insurance;
1.1.8. Food commodities;
1.1.9. Direct appropriations;
1.1.10. Assessed and voluntary contributions; and
1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award ***does not*** include:

1.1.12. Technical assistance, which provides services in lieu of money;
1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
1.1.14. Any award classified for security purposes; or
1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. **"Contract"** means the contract to which these Supplemental Provisions are attached and includes all Award types in **§1.1.1** through **1.1.11** above.

1.3. **"Contractor"** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. **"Data Universal Numbering System (DUNS) Number"** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.

1.5. **"Entity"** means all of the following as defined at 2 CFR part 25, subpart C;

1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
1.5.2. A foreign public entity;
1.5.3. A domestic or foreign non-profit organization;

1.5.4. A domestic or foreign for-profit organization; and

1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.6. **"Executive"** means an officer, managing partner or any other employee in a management position.

1.7. **"Federal Award Identification Number (FAIN)"** means an Award number assigned by a Federal agency to a Prime Recipient.

1.8. **"FFATA"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.9. **"Prime Recipient"** means a Colorado State agency or institution of higher education that receives an Award.

1.10. **"Subaward"** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's support in the performance of all or any portion of the substantive project or program for which the Award was granted.

1.11. **"Subrecipient"** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.

1.12. **"Subrecipient Parent DUNS Number"** means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.13. **"Supplemental Provisions"** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.

1.14. **"System for Award Management (SAM)"** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

1.15. **"Total Compensation"** means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:

1.15.1. Salary and bonus;

1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

1.15.4. Change in present value of defined benefit and actuarial pension plans;

1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

1.16. "**Transparency Act**" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

1.17 "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**

   3.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

   3.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

   4.1. The total Federal funding authorized to date under the Award is $25,000 or more; and

   4.2. In the preceding fiscal year, Contractor received:

      4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

      4.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

   4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in **§2** above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at http://www.colorado.gov/dpa/dfp/sco/FFATA.htm.

6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

7.1.1 Subrecipient DUNS Number;

7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

7.1.3 Subrecipient Parent DUNS Number;

7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following dataelements:

7.2.1 Subrecipient's DUNS Number as registered in **SAM**.

7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2 A Contractor with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT L

SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

CDOT SUBRECIPIENT RISK ASSESSMENT	Date:	
Name of Entity (Subrecipient):		
Name of Project / Program:		
Estimated Award Period:		
Entity Executive Director or VP:		
Entity Chief Financial Officer:		
Entity Representative for this Self Assessment:		

	Instructions: (See "Instructions" tab for more information) *1. Check only one box for each question. All questions are required to be answered.* *2. Utilize the "Comment" section below the last question for additional responses.* *3. When complete, check the box at the bottom of the form to authorize.*	Yes	No	N/A
EXPERIENCE ASSESSMENT		**Yes**	**No**	**N/A**
1	Is your entity new to operating or managing federal funds (has not done so within the past three years)?	☐	☐	
2	Is this funding program new for your entity (managed for less than three years)? *Examples of funding programs include CMAQ, TAP, STP-M, etc.*	☐	☐	
3	Does your staff assigned to the program have at least three full years of experience with this federal program?	☐	☐	
MONITORING/AUDIT ASSESSMENT		**Yes**	**No**	**N/A**
4	Has your entity had an on-site project or grant review from an external entity *(e.g., CDOT, FHWA)* within the last three years?	☐	☐	☐
5	a) Were there non-compliance issues in this prior review?	☐	☐	☐
	b) What were the number and extent of issues in prior review?	☐ *1 to 2*	☐ *>3*	☐
OPERATION ASSESSMENT		**Yes**	**No**	**N/A**
6	Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? *If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.*	☐	☐	
FINANCIAL ASSESSMENT		**Yes**	**No**	**N/A**
7	a) Does your entity have an indirect cost rate that is approved and current?	☐	☐	
	b) If Yes, who approved the rate, and what date was it approved?			
8	Is this grant/award 10% or more of your entity's overall funding?	☐ *>10%*	☐ *<10%*	
9	Has your entity returned lapsed* funds? **Funds "lapse" when they are no longer available for obligation.*	☐	☐	☐
10	Has your entity had difficulty meeting local match requirements in the last three years?	☐	☐	☐
11	What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?			

	INTERNAL CONTROLS ASSESSMENT	Yes	No	N/A
12	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? *(e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.*	☐	☐	☐
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	☐	☐	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	☐	☐	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	☐	☐	
16	Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? *If Yes, in the comment section, please explain your current process for reviewing costs.*	☐	☐	☐
17	How many total FTE perform accounting functions within your organization?	☐ ≥6	☐ 2 to 5	☐ < 2
	IMPACT ASSESSMENT	**Yes**	**No**	**N/A**
18	For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? *If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)*	☐	☐	
19	For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? *Response options:* ***YES** = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form.* ***NO** = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section.* ***N/A** = Check if have no violations.*	☐	☐	☐
	PROGRAM MANAGEMENT ASSESSMENT	**Yes**	**No**	**N/A**
20	Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? *If Yes, please submit with this form.*	☐	☐	☐
21	Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? *If Yes, please submit with this form. (*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)*	☐	☐	☐
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	☐	☐	☐
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? *If Yes, please submit with this form.*	☐	☐	☐
	c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? *If Yes, please submit with this form.*	☐	☐	☐

	d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. *If Yes, please submit with this form.*	☐	☐	☐
	e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project *(Buy America requirements)? If Yes, please submit with this form.*	☐	☐	☐

Comments *- As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.*

☐ ***By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.***

Tool Version: v2.0 (081816)

EXHIBIT M

OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

Subject to
The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and AuditRequirements for Federal Awards ("Uniform Guidance"),
Federal Register, Vol. 78, No. 248, 78590

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meaningsascribed to them below.

1.1. "Award" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditionsof the Federal Award specifically indicate otherwise. 2 CFR §200.38

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

1.3."Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient. 2CFR §200.37

1.4. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

1.5. "Grant" or "Grant Agreement" means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual,a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR§200.51.

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

1.7. "Recipient" means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86

1.8. "State" means the State of Colorado, acting by and through its departments, agencies and institutions ofhigher education.

1.9. "Subrecipient" means a non-Federal entity receiving an Award from a Recipient to carry out part of aFederal program. The term does not include an individual who is a beneficiary of such program.

1.10. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A- 133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

1.11. "Uniform Guidance Supplemental Provisions" means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.

2. Compliance. Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but notlimited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either partyexecuting any further instrument. The State of Colorado may provide written notification to Subrecipient of suchrevisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. Procurement Standards.

3.1 Procurement Procedures. Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation,

§§200.318 through 200.326 thereof.

3.2 Procurement of Recovered Materials. If Subrecipient is a State Agency or an agency of a politicalsubdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in theEPA guidelines.

4. Access to Records. Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

5. Single Audit Requirements. If Subrecipient expends $750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant tothe Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

5.1 Election. Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514(Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be electedfor research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

5.2 Exemption. If Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government

Accountability Office.

5.3 Subrecipient Compliance Responsibility. Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by UniformGuidance Part F-Audit Requirements.

6. Contract Provisions for Subrecipient Contracts. Subrecipient shall comply with and shall include all of thefollowing applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

6.1 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments

under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice inconspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965,and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuantthereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled,

terminated or suspendedin whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuantto section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction,the contractor may request the United States to enter into such litigation to protect the interests of the United States."

6.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractorsmust be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40

U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is other wise entitled.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6.3 Rights to Inventions Made Under a Contract or Agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Actas amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection

Agency (EPA).

6.5 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220)must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAMExclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well asparties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

6.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, oran employee of a member of Congress in connection with obtaining any Federal contract, grant or any otheraward covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

7. Certifications. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2CFR §200.208.Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level ofactivity or effort was not carried out, the amount of the Award must be adjusted.

7.1 Event of Default. Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute anevent of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

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

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

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help theFederal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

Exhibit N

Federal Provisions

1. APPLICABILITY OF PROVISIONS.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Interim Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.

2.1.3. "Entity" means:

2.1.3.1. a Non-Federal Entity;

2.1.3.2. a foreign public entity;

2.1.3.3. a foreign organization;

2.1.3.4. a non-profit organization;

2.1.3.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.3.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.3.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.3.8. a foreign for-profit organization (for 2 CFR part 170 only).

2.1.4. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.5. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

2.1.6. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.7. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.8. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

2.1.9. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.10. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.10.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.10.2. Is not organized primarily for profit; and

2.1.10.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

2.1.12. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.13. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.14. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.15. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

2.1.16. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.16.1. Salary and bonus;

2.1.16.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.16.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.16.4. Change in present value of defined benefit and actuarial pension plans;

2.1.16.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.16.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.17. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.18. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. COMPLIANCE.

3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. DUNS. Grantee shall provide its DUNS number to its Prime Recipient, and shall update Grantee's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

5. TOTAL COMPENSATION.

5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above SLFRF reporting is required.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. Grantee shall report as set forth below.

8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit P to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC1: Public Health

COVID-19 Vaccination (EC 1.1) and COVID-19 Testing (EC 1.2)

a. Description of metrics for disadvantaged communities served.

Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.) (EC 1.4), Mental Health Services (EC 1.10) and Substance Use Substances (1.11)

a. Measurement of the metric.

Payroll for Public Health and Safety Employees (EC 1.9)

a. Number of governmental FTEs responding to COVID-19 supported under this authority

Public Health Project-Specific Reporting Requirements (EC1)

a. Unique requirement(s), if applicable

EC2: Negative Economic Impacts

Household Assistance (EC 2.1-2.5)

a. Description of metrics for disadvantaged communities served.
b. Measurement of the metric.
c. Number of households served (by program if recipient establishes multiple separate household assistance programs).

Household Assistance (EC 2.2 & 2.5)

a. Number of people or households receiving eviction prevention services (including legal representation)
b. Number of affordable housing units preserved or developed.

Unemployment Benefits or Cash Assistance to Unemployed Workers (EC 2.6)

a. Measurement of the metric.

Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives) (EC 2.7)

a. Description of the metrics for disadvantaged communities served.
b. Measurement of the metric.

Small Business Economic Assistance (EC 2.9)

a. Description of the metrics for disadvantaged communities served.
b. Measurement of the metric.
c. Number of small businesses served (by program if recipient establishes multiple separate small businesses assistance programs)

Aid to Nonprofit Organizations (EC 2.10)

a. Measurement of the metric.

Other Economic Support (EC 2.13)

a. Description of the metrics for disadvantaged communities served.
b. Measurement of the metric.

Rehiring Public Sector Staff (EC 2.14)

a. Number of FTEs rehired by governments under this authority

Negative Economic Impacts Project-Specific Reporting Requirements (EC2)

a. Number of workers enrolled in sectoral job training programs
b. Number of workers completing sectoral job training programs
c. Number of people participating in summer youth employment programs
d. Unique requirement(s), if applicable

EC3: Services to Disproportionately Impacted Communities

Education Assistance: Early Learning (EC 3.1), Education Assistance: Aid to High-Poverty Districts (EC 3.2) Education Assistance: Academic Services (EC 3.3), Education Assistance: Social, Emotional, and Mental Health Services (EC 3.4), and Education Assistance: Other (EC 3.5)

a. Description of metrics for disadvantaged communities served.
b. Measurement of the metric.
c. National Center for Education Statistics ("NCES") School ID or NCES District ID
d. Number of students participating in evidence-based tutoring programs

Housing Childhood Environments (EC 3.6-3.9)

a. Number of children served by childcare and early learning (preschool/pre-K/ages 3-5)
b. Number of families served by home visiting.

Healthy Childhood Environments: Child Care (EC 3.6), Healthy Childhood Environments: Home Visiting (EC 3.7), Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System (EC 3.8), Healthy Childhood Environments: Other (EC 3.9), Housing Support: Affordable Housing (EC 3.10), Housing Support: Services for Unhoused Persons (EC 3.11), Housing Support: Other Housing Assistance (EC 3.12), Social Determinants of Health: Other (EC 3.13), Social Determinants of Health: Community Health Workers or Benefits Navigators (EC 3.14), Social Determinants of Health: Community Violence Interventions (EC 3.16)

a. Description of the metrics for disadvantaged communities served.
b. Measurement of the metric.

Housing Support (EC 3-10-3.12)

c. Number of people or households receiving eviction prevention services (including legal representation)
d. Number of affordable housing units preserved or developed.

Social Determinants of Health: Lead Remediation (EC 3.15)

a. Description of metrics for disadvantaged communities served.
b. Measurement of the metric.

Services to Disproportionately Impacted Communities Project-Specific Reporting Requirements (EC3)

a. Unique requirement(s), if applicable

EC4: Premium Pay

Premium Pay (both Public Sector EC 4.1 and Private Sector EC 4.2)

a. Number of workers served

Premium Pay Project-Specific Reporting Requirements (EC3)

a. Unique requirement(s), if applicable

EC5: Infrastructure

All infrastructure projects (EC 5)

a. Projected/Actual construction start date (month/year)
b. Projected/Actual initiation of operations date (month/year)
c. Location (for broadband, geospatial location data)
d. Description of how the project contributes to addressing climate change

Water and sewer projects (EC 5.1-5.15)

a. National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
b. Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)

Broadband projects (EC 5.16-5.17)

a. Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100Mbps download and upload speeds
    a. If the project is not designed to reliability meet or exceed symmetrical 100Mbps speeds, explain why not and:
    b. Confirm project design to meet or exceed 100 Mbps download and between 20 and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps upload and download speed.
b. Additional programmatic data requirements will be issued by US Treasury in July 2022 for broadband projects, and agencies may be required to report on additional metrics, including, but not limited to:
    a. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
    b. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least

25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload

c. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

<u>Infrastructure Project-Specific Reporting Requirements (EC5)</u>

a. Unique requirement(s), if applicable

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient DUNS Number;

8.1.2.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;

8.1.2.3. Subrecipient parent's organization DUNS Number;

8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

8.1.3.1. Subrecipient's DUNS Number as registered in SAM.

8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is only applicable to EC 1.1, 1.2, 2.1, 2.2, 2.3, 2.4, 2.5, 2.7, 2.9, 2.13, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, 3.12, 3.13, 3.14, 3.15, and 3.16.

8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is only applicable to EC 1.4, 1.10, 1.11, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.9, 2.10, 2.13, 3.1, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, 3.12, 3.13, 3.14, and 3.16.

8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the negative economic impacts of COVID-19. This requirement is only applicable to EC 2.1, 2.2, 2.3, 2.4, 2.5, 2.9, 2.11, and 2.12. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, for whom premium pay would increase total pay above 150 percent of their residing State's average annual wage, or their residing county's average annual wage, whichever is higher, on an annual basis include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5), narrative identifying the projected construction start date (month/year), projected initiation of operations date

(month/year), and location (for broadband, geospatial location data). For projects over $10 million:

8.1.3.8. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.8.1. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.8.2. Whether the project prioritizes local hires.

8.1.3.8.3. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit Q – SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

11.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

12.1.7. Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit O and submit to State Agency with signed grant agreement.

13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Grantee with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT O

AGREEMENT WITH SUBSUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller.

4. Maintenance of and Access to Records
   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy

is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.
   a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      i. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

      ii. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

      iii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

      iv. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

v. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

    b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;

iii. The Government Accountability Office;
iv. A Treasury employee responsible for Agreement or grant oversight or management;
v. An authorized official of the Department of Justice or other law enforcement agency;
vi. A court or grand jury; or
vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225(Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractorsto adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI
OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of theTreasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, aloan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance,regulated programs, licenses, procurement Agreements by the Federal government at market value,or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

   The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of

discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT P

SLFRF SUBRECIPIENT QUARTERLY REPORT

1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at:
https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates tab)

EXHIBIT Q

SAMPLE SLFRF REPORTING MODIFICATION FORM

Local Agency:				Agreement No:	
Project Title:				Project No:	
Project Duration:	To:			From:	
State Agency:	CDOT				

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement **(Add/Delete/Modify)**	**Project Number**	**Reporting Requirement**

By signing this form, the Local Agency agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

_____ _____

Local Agency Date

_____ _____

CDOT Program Manager Date

EXHIBIT R

APPLICABLE FEDERAL AWARDS

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is not the amount of this grant agreement)	$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

EXHIBIT S

CHECKLIST OF REQUIRED EXHIBITS DEPENDENT OF FUNDING SOURCE

Checklist for required exhibits due to funding sources. Required Exhibits are dependent on the source of funding. This is a guide to assist in the incorporation and completion of Exhibits in relation to funding sources.

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

EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS		✓	✓
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT		✓	✓
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM		✓	✓
EXHIBIT R, APPLICABLE FEDERAL AWARDS		✓	✓
EXHIBIT S, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE	✓	✓	✓

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: **April 11, 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 APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 3 TO THE COOPERATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO URBAN RENEWAL AUTHORITY RELATING TO THE ST. CHARLES INDUSTRIAL PARK URBAN RENEWAL AREA

SUMMARY:

The attached Ordinance approves Amendment No. 3 to the Cooperation Agreement between the Pueblo Urban Renewal Authority ("PURA") and the City relating to the St. Charles Industrial Park Urban Renewal Project Area. The third amendment to the Cooperation Agreement authorizes PURA to distribute excess proceeds in the Special Fund, collected in the St. Charles Industrial Park Urban Renewal Project Area, to public bodies levying ad valorem property taxes in said area.

PREVIOUS COUNCIL ACTION:

The Urban Renewal Plan for the St. Charles Industrial Park Urban Renewal Project ("Plan") was approved by City Council on December 21, 2008. PURA and the City entered into a Cooperation Agreement on June 8, 2009 regarding the financing of certain eligible public improvements.

Amendment No. 1 to the Cooperation Agreement was entered into by PURA and the City on October 23, 2010. The purpose of the first amendment to the Cooperation Agreement was to, among other things, provide for reimbursement to the Pueblo Board of Waterworks ("Pueblo Water") for eligible public improvements made by Pueblo Water in order to provide water service to Vestas.

Amendment No. 2 to the Cooperation Agreement was entered into by PURA and the City on November 27, 2017. The purpose of the second amendment to the Cooperation Agreement was to provide for additional reimbursement to Pueblo Water for additional costs of eligible public improvements incurred in providing water service to the Vestas Towers America, Inc. manufacturing plant.

BACKGROUND:

In the administration of terms and obligations of the St. Charles Industrial Park Urban Renewal Project Area, PURA has determined that excess proceeds will be collected in the Special Fund over and above its fiscal obligations. This Amendment No. 3 will provide a procedure to distribute excess proceeds collected in the Special Fund to Pueblo County, School Districts 60 and 70, Library District, Southeastern Water Conservancy District and Lower Arkansas Valley Water Conservancy District. PURA will continue to reimburse the City the City's portion of the collected TIF revenue, consistent with the June 8, 2009 Cooperation Agreement.

FINANCIAL IMPLICATIONS:

None. PURA will continue to reimburse the City the City's portion of the collected TIF revenue.

BOARD/COMMISSION RECOMMENDATION:

On April 12, 2022, the Pueblo Urban Renewal Authority Board of Commissioners will vote on this Amendment No. 3 of the Cooperation Agreement.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved there will be no procedure to distribute excess proceeds collected in the special fund to taxing entities.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Proposed Amendment No. 3 to the Saint Charles Industrial Park Urban Renewal Project Area Cooperation Agreement.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 3 TO THE COOPERATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO URBAN RENEWAL AUTHORITY RELATING TO THE ST. CHARLES INDUSTRIAL PARK URBAN RENEWAL AREA

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

SECTION 1.

Amendment No. 3 to the Cooperation Agreement between the City of Pueblo, a Colorado Municipal Corporation ("City") and the Pueblo Urban Renewal Authority, a body corporate and politic of the State of Colorado ("PURA") relating to the St. Charles Industrial Park Urban Renewal Area, dated April 25, 2022, 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 Amendment No. 3 for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest the same.

SECTION 3.

The officers and staff of the City authorized to perform any and all acts consistent with this Ordinance and the attached Amendment No. 3, to implement the policies and procedures described therein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

☐ Council action on _____failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

AMENDMENT NO. 3
COOPERATION AGREEMENT
Saint Charles Industrial Park Urban Renewal Project

1.0 PARTIES. The parties to this amendment ("Amendment No. 3") are the CITY OF PUEBLO, a Colorado municipal corporation (the "City") and the PUEBLO URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the "Authority"). The City and the Authority are sometimes referred to herein collectively as the "Parties" and individually as a "Party".

2.0 RECITALS. The recitals to this Agreement are incorporated herein by this reference as though fully set forth in the body of this Agreement.

2.1 The Urban Renewal Plan. The Authority is carrying out the Urban Renewal Plan for the Saint Charles Industrial Park Urban Renewal Project (the "Plan"), which was approved by the City Council of the City on December 21, 2008.

2.2. Cooperation Agreement. To facilitate the orderly development and execution of the Plan, the Parties entered into a Cooperation Agreement dated as of June 8, 2009, which agreement, as amended to date and as further amended by this Amendment No. 3 is collectively called the "Cooperation Agreement" in this Agreement.

3.0 TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows.

4.0 SECTION 6.01. Section 6.01d of the Cooperation Agreement is modified to state that the distribution of funds remaining in the Special Fund payable to any taxing body under the terms and conditions described in Section 6.01d may be made pursuant to agreement between any such taxing body and the Authority.

5.0 SECTION 6.03. Section 6.03 of the Cooperation Agreement is amended to read as follows:

Except for the obligations listed in Section 6.01, the Authority agrees that it will not issue any other debt or obligation payable from Property Tax TIF; provided, however, the Parties are aware that the Owner may commit to construct additional public and private improvements ("Phase 2") comparable in size and scope to those now constructed or under construction in the Urban Renewal Area. The Parties agree that should the Owner commit to undertake Phase 2, the Parties will give favorable consideration to such additional and further reimbursement for additional public improvements as they may deem reasonable and necessary to facilitate the construction of Phase 2 or other development or redevelopment consistent with the sound needs of the municipality and the goals of the Act and Plan ("Additional Project Debt"). The Parties agree to consult with the County Commissioners of Pueblo County prior to agreement by the Authority to incur any financial obligations in excess of those listed in Sections 6.01a, b, and c.

6.0 EFFECT OF AMENDMENT. Except as modified by this Amendment No. 3, the Cooperation Agreement will remain in full force and effect and inure to the benefit of and binding upon the Parties. Except as expressly modified, any obligations remaining to be performed under the Cooperation Agreement by either Party, are not waived or excused in any manner, but shall be fully performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 3.

IN WITNESS WHEREOF, the City and Authority have caused this Amendment No. 3 to be executed as of April 25, 2022.

PUEBLO, A MUNICIPAL CORPORATION

ATTEST: _____ By: _____
City Clerk Mayor

THE URBAN RENEWAL AUTHORITY OF PUEBLO, COLORADO

ATTEST: _____ By: _____
Secretary Chairman of the Commissioners

City Clerk's Office Item # N-7

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: April 11, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

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

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE PORTIONS OF PARCEL 522300002 FROM B-3, HIGHWAY AND ARTERIAL BUSINESS, R-3, ONE AND TWO FAMILY RESIDENTIAL, AND R-4, MIXED RESIDENTIAL TO R-6, MULTIPLE RESIDENTIAL AND COMMERCIAL

SUMMARY:

The applicant is requesting to rezone the southern 26.86-acres of parcel 522300002 from B-3, R-3, and R-4 to R-6 to facilitate the development of a recreational vehicle park.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Portions of parcel 5522300002 are being rezoned to an R-6 zone district to allow the development of a Recreational Vehicle Park containing approximately 26.86 acres, as well as other uses by right. A recreational vehicle park is a use by review in a R-6 zone district and will require the approval of a special use permit by the Zoning Board of Appeals prior to a recreational vehicle park beginning operations. The property has more than hundred feet of frontage on 24th Street and complies with the minimum lot area and width for the R-6 zone district. The property is designated in the Pueblo Comprehensive Plan as "Urban Residential." According to the Pueblo Municipal Code Section 15-4-51(a)(9), the R-6 zone district is designed to retain and provide areas of mixed residence and commercial uses. While much of the urban residential designation is aimed at small-scale single-family development the Comprehensive Plan does mention that "Community-scale commercial zoning will be appropriate at intersections of two collector roads or of a collector and an arterial road".

The property is a large parcel containing unplatted land as well as vacated rights-of-way and derelict lots from the Saunders Subdivision. The land is characterized mainly by open desert scrub situated east of Pueblo Boulevard and south of 24th Street. The property was annexed into the City in 1973 as part of the Arkansas River Annexation. Upon annexation of the property by the City, the currently undeveloped Saunders Subdivision platted in the County, was included within city limits. Rights-of-way including 22nd Street were vacated by Ordinance in 1957 but the lots remained.

The access, utilities, and development standards will be addressed during the recreational vehicle park special use permit review at the Zoning Board of Appeals. Recreational Vehicle Parks are strictly regulated by Pueblo Municipal Code, Sec 17-4-51(d)(9), (b) a detailed staff review will occur during the subdivision review process to accommodate all development considerations. The R-6 zone district allows a wide range of housing, restaurant, retail, and office uses by right which are compatible with a large parcel that fronts a very busy state highway and future major intersection to the north. There is ample space for various types of development with room for buffering the residential uses to the east and south. The rezoning accommodates the prior zone district uses while allowing flexibility to private owners going forward as the West Side neighborhood grows and expands.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE PORTIONS OF PARCEL 522300002 FROM B-3, HIGHWAY AND ARTERIAL BUSINESS, R-3, ONE AND TWO FAMILY RESIDENTIAL, AND R-4, MIXED RESIDENTIAL TO R-6, MULTIPLE RESIDENTIAL AND COMMERCIAL

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from B-3 Highway and Arterial Business, R-3, One and Two Family Residential, and R-4, Mixed Residential to R-6, Multiple Residential and Commercial:

Beginning at the West ¼ of Section 22, Township 20 South, Range 65 West of the 6th P.M. thence the following courses:

1. N 00° 15’ 48” E a distance of 1345.72 ft.;
2. S 50° 39’ 42” E a distance of 803.30 ft.;
3. S 60° 40’ 04” E a distance of 325.28 ft.;
4. S 77° 56’ 23” E a distance of 368.00 ft.;
5. N 89° 33’ 37” E a distance of 110.00 ft. to the West line of Lots 13-21, Block 6, First Filing, Sanders Subdivision;
6. S 00° 59’ 18” E along the West line of Lots 13-21, Block 6, Sanders Subdivision, First Filing a distance of 572.24 ft.;
7. S 88° 47’ 59” W along the South line of the SW ¼ of Section 22, Township 20 South, Range 65 West of the 6th P.M. a distance of 1362.64 ft. to the Point of Beginning.

Including the vacated portions of Sanders Subdivision, First Filing, Recorded at Book 1332 at Page 431 on July 22, 1957.

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_____

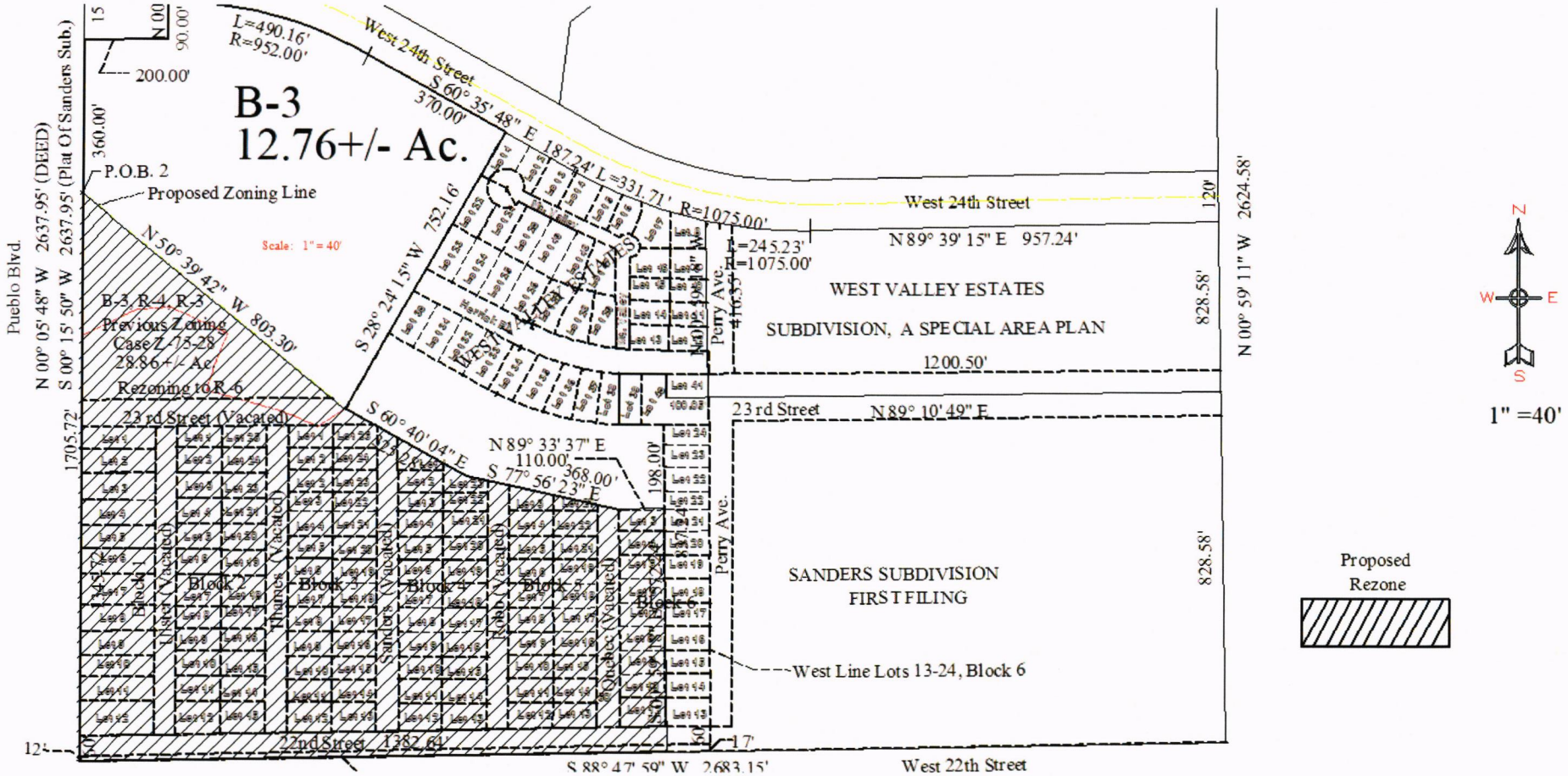
☐ Council action on _____failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____

City Clerk


B-3
12.76+/- Ac.
West 24th Street
L=490.16'
R=952.00'
S 60° 35' 48" E 187.24' L=331.71' R=1075.00'
370.00'
200.00'
360.00'
P.O.B. 2
Proposed Zoning Line
Scale: 1" = 40'
N 50° 39' 42" W 803.30'
S 28° 24' 15" W 752.16'
B-3, R-4, R-3
Previous Zoning
Case Z-75-28
28.86+/- Ac.
Rezoning to R-6
23 rd Street (Vacated)
S 60° 40' 04" E
N 89° 33' 37" E
110.00'
368.00'
S 77° 56' 23" E
198.00'
Pueblo Blvd.
N 00° 05' 48" W 2637.95' (DEED)
S 00° 15' 50" W 2637.95' (Plat Of Sanders Sub.)
1705.72'
Block 1
Block 2
Block 3
Block 4
Block 5
Block 6
Ulster (Vacated)
Thames (Vacated)
Sanders (Vacated)
Robb (Vacated)
Quebec (Vacated)
22nd Street 1382.64'
S 88° 47' 59" W 2683.15'
West 22th Street
West 24th Street
N 89° 39' 15" E 957.24'
L=245.23'
R=1075.00'
WEST VALLEY ESTATES
SUBDIVISION, A SPECIAL AREA PLAN
1200.50'
23 rd Street
N 89° 10' 49" E
Perry Ave.
SANDERS SUBDIVISION
FIRST FILING
West Line Lots 13-24, Block 6
828.58'
N 00° 59' 11" W 2624.58'
120'
17'
12'
N
W
E
S
1" =40'
Proposed
Rezone

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.

1. **Z-21-22:** Rezoning a parcel of land, 26.86 acres, located immediately east of Pueblo Blvd and north of Westview Drive, from R-4, Mixed Residential District to R-6, Multiple Residential and Commercial District for the purposes of developing a recreational vehicle park.

   Staff Report by Wade Broadhead.

BACKGROUND AND ANALYSIS:

The subject property was annexed into the City in 1973 with the Arkansas River Annexation. Portions of parcel 5522300002 are being rezoned to R-6 to allow the construction of a recreational vehicle park. A recreational vehicle park is a use by review in a R-6 and will require the approval of a special use permit approved by the Zoning Board of Appeals prior to a recreational vehicle park to begin operations.

STAFF REVIEW AND FINDINGS:

The subject property is a large parcel containing unplatted land as well as vacated rights of way and derelict lots from the Saunders Subdivision. The rezoning site landscape is characterized mainly by open desert scrub situated east of Pueblo Boulevard and south of 24th street. The City inherited the Saunders Subdivision which was platted in the County but never developed when this property was annexed. Rights of way including 22nd street were vacated by ordinance in 1957 but the lots remained. The applicant is proposing the development of an RV park. Access, utilities, and development standards will be addressed during the recreational vehicle park special use permit review at the Zoning Board of Appeals. Recreational Vehicle Parks are strictly regulated by Pueblo Municipal Code, Sec 17-4-51(d)(9), (b) a detailed staff review will occur during the subdivision review process to accommodate all development considerations.

The R-6 allows a wide range of housing, restaurant, retail, and office uses by right which are compatible with a large parcel that fronts a very busy state highway and future major intersection due north. There is ample space for various types of development with room for buffering the residential uses to the east and south. The rezoning accommodates the prior zone district uses while allowing flexibility to private owners going forward as the West Side neighborhoods grows and expands.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The project is located in a desert scrub prairie located directly east of Pueblo Boulevard and south of 24th street.

- **Neighborhood Compatibility:**

North	B-3, empty prairie and R-8 manufactured homes
East	A-4, R-8 Manufactured homes and single-family homes on larger lots
South	R-3, Duplex development
West	Honor Farm Open Space

- **Comprehensive Plan Compliance:**

The project site has been designated by the Pueblo Comprehensive Plan as "Urban Residential." According to Pueblo Municipal Code Section 15-4-51(a)(9) states that the purpose of the R-6 Zone District is designed to retain and provide areas of mixed residence, commercial use and accommodations for transients. While much of the urban residential designation is aimed at small-scale single-family development the Comprehensive Plan does mention that "Community-scale commercial zoning will be appropriate at intersections of two collector roads or of a collector and an arterial road". 24th Street and Pueblo Boulevard are major roads where commercial and mixed-use zoning is appropriate. The R-6 allows a wide range of housing and commercial uses at a neighborhood and community scale to comply with the Urban Residential designation. This property is zoned appropriately and will facilitate compliance with the future land use category of the Pueblo Regional Comprehensive Plan.
Staff has determined that the proposed rezoning is consistent with the comprehensive plan designation.

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

- ❑ Comments **The application contains applicant's information.**

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation or other interest.

- ❑ Comments **The property owner is the applicant.**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

- ❑ Comments **A full legal description of the property was provided with the application and is attached to the staff report. Staff is working with the representative to refine the legal description before it goes to City Council.**

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

- ❑ Comments **The applicant proposes to implement a recreational vehicle park on the site after a subdivision and special use permit review.**

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

- ❑ Comments **A site plan has not been provided but will be provided for the special use review and subdivision, and commercial site plan review.**

A statement of the proposed time schedule for beginning and completion of development.

- ❑ Comments **The applicant indicated that redevelopment may begin in late 2022 or 2023 after the subdivision and special use permit are approved**

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

- ❑ Comments **The application did not include information regarding the applicant's economic responsibility and capability.**

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

- ❑ Minimum lot size and area:

- The R-6 Zone District requires a minimum of 3000 square foot of lot area for single family.
- The proposed area will be 28 acres and has over a hundred feet of frontage on 24th Street. The existing site has been reviewed and it complies with the minimum lot area and width for the proposed zone district.

- Lot coverage:
  - The R-6 Zone District allows a maximum lot coverage of 50%.
  - Staff will check for lot coverage at the time of building permits for the home and any accessory buildings.

Zone District performance standards:

- **Multifamily Residential Standards, Section 17-4-4, (c), of the Pueblo Municipal Code: Standards will be implemented at the time of development.**
- **Recreational Park performance Standards, section 170451(d),(9), of the Pueblo Municipal Code: Standards will be implemented at the time of development.**

REFERRAL AGENCIES AND COMMENTS:

- City Public Works-All lots, blocks. Streets, vacated streets, etc. must be shown in this exhibit. The legal description must also reference the existing lots within the Saunders Subdivision. Joe Martellaro, 2/17/20222.

RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED with the following conditions:**

1. **Provide an amended legal description, based on the redlined "Butcher Exhibit for 24th Street and Pueblo Blvd.," February 17, 2022, Joe Martellaro, Associate Engineer II.**
2. **Provided an amended Zoning Map Exhibit, based on the redlined "Butcher Exhibit for 24th Street and Pueblo Blvd.," February 17. 2022, Joe Martellaro, Associate Engineer II.**

All conditions must be met and approved by Planning and Public Works prior to scheduling the rezone for City Council review.

HEARING: Ms. Spinuzzi asked for clarification regarding the cul-de-sac from the residential neighborhood providing access to the park. Mr. Broadhead stated that this will remain a cul-de-sac and will not have a through street. Mr. Castellucci asked for clarification of what else could be built on this lot if the R-6 rezoning goes through. Jim Butcher (1 Judy's Dream, Pueblo) and Joe Gagliano (7240 Eagleridge Blvd, Pueblo) were sworn in to represent the application. Mr. Butcher stated this is to be an upscale park, catering to traveling public that may stay from a few days to a season. There will not be any units rented on the property, just parking for RVs. Mr. Gagliano stated some cul-de-sacs will need to be evaluated but the intent is that the only access is from 24th St. Ms. Bailey asked if there is a size limitation. Mr. Gagliano stated he is unaware of size limitations, but he is utilizing designs from similar facilities for larger spaces and hookups.

No one else spoke in support of the application.

Tiffany Grainger (Ridgeview Place) was sworn in and spoke in opposition of the application. Ms. Grainger stated that residential is a greater need than an RV park. RV park is not best suited for neighborhood and Pueblo in general. Even though the RV park claims to be upscale there could be increased crime which would be a detriment to the neighborhood. There could be unwanted clientele that is disruptive to the neighborhood. Ms. Grainger also stated that notices may not have been received by all residences and there may be more opposition down the road. No one else spoke in opposition.

Randy Thurston (102 S. Union) was sworn in and spoke on behalf of the applicant. Mr. Thurston stated there are a lot of new homes and apartments being built in Pueblo. What is needed in Pueblo is RV parking for EVRAZ and solar contractors who travel in RVs. Canon City is opening an RV park with 100 spaces. This will be a quality, first class, RV park with amenities and parks. Marijuana restrictions and RV year manufactured restrictions will be in place. Ms. Martinez asked why this parcel was chosen. Mr. Thurston stated it has easy access off the Blvd, close to reservoir, RV parks need major roadways for access. Also, the proposed extension of 24th to Pueblo West would create an ideal location for the community. Mr. Avalos stated this is not a mobile home park, the stay in an RV Park is temporary and not permanent in nature. Ms. Spinuzzi seconded these statements stating that her experience is that these parks are well maintained and would not bring in any additional crime.

MOTION: Motion to recommend approval of Z-21-22 with staff conditions to City Council was made by Bailey, second by Pasternak.

MOTION PASSED 7-0

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-21-22

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Wade Broadhead, Senior Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	March 9th, 2022
APPLICANT:	Jim Butcher, Amella Surveying and JVG Engineering
PROPERTY OWNER:	Jim Butcher
LOCATION:	Legal attached, portions of parcel 522300002.
EXISTING ZONE:	**R-3, One and Two Family Residential** **R-4, Mixed Residential** **B-3, Highway and Arterial Business District**
PROPOSED ZONE:	R-6, Multiple Residential and Commercial District
CONCURRENT REQUESTS:	None

REQUEST:
Applicant is requesting to rezone the southern 26.86 acres of parcel 522300002 from B-3, R-3, and R-4 to R-6 to facilitate the development of a recreational vehicle park.

BACKGROUND AND ANALYSIS:

The subject property was annexed into the City in 1973 with the Arkansas River Annexation. Portions of parcel 5522300002 are being rezoned to R-6 to allow the construction of a recreational vehicle park. A recreational vehicle park is a use by review in a R-6 and will require the approval of a special use permit approved by the Zoning Board of Appeals prior to a recreational vehicle park to begin operations.

STAFF REVIEW AND FINDINGS:

The subject property is a large parcel containing unplatted land as well as vacated rights of way and derelict lots from the Saunders Subdivision. The rezoning site landscape is characterized mainly by open desert scrub situated east of Pueblo Boulevard and south of 24th street. The City inherited the Saunders Subdivision which was platted in the County but never developed when this property was annexed. Rights of way including 22nd street were vacated by ordinance in 1957 but the lots remained. The applicant is proposing the development of an RV park. Access, utilities, and development standards will be addressed during the recreational vehicle park special use permit review at the Zoning Board of Appeals. Recreational Vehicle Parks are strictly regulated by

Pueblo Municipal Code, Sec 17-4-51(d)(9), (b) a detailed staff review will occur during the subdivision review process to accommodate all development considerations.

The R-6 allows a wide range of housing, restaurant, retail, and office uses by right which are compatible with a large parcel that fronts a very busy state highway and future major intersection due north. There is ample space for various types of development with room for buffering the residential uses to the east and south. The rezoning accommodates the prior zone district uses while allowing flexibility to private owners going forward as the West Side neighborhoods grows and expands.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The project is located in a desert scrub prairie located directly east of Pueblo Boulevard and south of 24th street.

- **Neighborhood Compatibility:**

North	B-3, empty prairie and R-8 manufactured homes
East	A-4, R-8 Manufactured homes and single-family homes on larger lots
South	R-3, Duplex development
West	Honor Farm Open Space

- **Comprehensive Plan Compliance:**
  The project site has been designated by the Pueblo Comprehensive Plan as "Urban Residential." According to Pueblo Municipal Code Section 15-4-51(a)(9) states that the purpose of the R-6 Zone District is designed to retain and provide areas of mixed residence, commercial use and accommodations for transients. While much of the urban residential designation is aimed at small-scale single-family development the Comprehensive Plan does mention that "Community-scale commercial zoning will be appropriate at intersections of two collector roads or of a collector and an arterial road". 24th Street and Pueblo Boulevard are major roads where commercial and mixed-use zoning is appropriate. The R-6 allows a wide range of housing and commercial uses at a neighborhood and community scale to comply with the Urban Residential designation. This property is zoned appropriately and will facilitate compliance with the future land use category of the Pueblo Regional Comprehensive Plan.
  Staff has determined that the proposed rezoning is consistent with the comprehensive plan designation.

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

- Comments **The application contains applicant's information.**

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation or other interest.

- Comments **The property owner is the applicant.**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

- Comments **A full legal description of the property was provided with the application and is attached to the staff report. Staff is working with the representative to refine the legal description before it goes to City Council.**

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

- Comments **The applicant proposes to implement a recreational vehicle park on the site after a subdivision and special use permit review.**

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

- Comments **A site plan has not been provided but will be provided for the special use review and subdivision, and commercial site plan review.**

A statement of the proposed time schedule for beginning and completion of development.

- Comments **The applicant indicated that redevelopment may begin in late 2022 or 2023 after the subdivision and special use permit are approved**

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

- Comments **The application did not include information regarding the applicant's economic responsibility and capability.**

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

- Minimum lot size and area:
  - The R-6 Zone District requires a minimum of 3000 square foot of lot area for single family.
  - The proposed area will be 28 acres and has over a hundred feet of frontage on 24th Street. The existing site has been reviewed and it complies with the minimum lot area and width for the proposed zone district.

- Lot coverage:
  - The R-6 Zone District allows a maximum lot coverage of 50%.
  - Staff will check for lot coverage at the time of building permits for the home and any accessory buildings.

Zone District performance standards:

- **Multifamily Residential Standards, Section 17-4-4, (c), of the Pueblo Municipal Code: Standards will be implemented at the time of development.**
- **Recreational Park performance Standards, section 170451(d),(9), of the Pueblo Municipal Code: Standards will be implemented at the time of development.**

REFERRAL AGENCIES AND COMMENTS:

- City Public Works-All lots, blocks. Streets, vacated streets, etc. must be shown in this exhibit. The legal description must also reference the existing lots within the Saunders Subdivision. Joe Martellaro, 2/17/20222.
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment

- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED with the following conditions:**

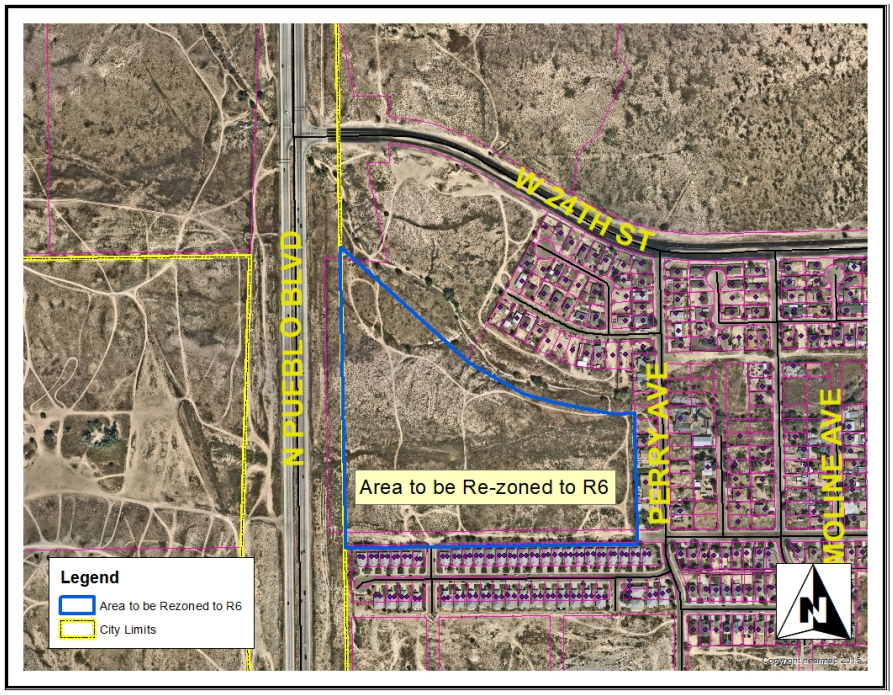
1. **Provide an amended legal description, based on the redlined "Butcher Exhibit for 24th Street and Pueblo Blvd.," February 17, 2022, Joe Martellaro, Associate Engineer II.**
2. **Provided an amended Zoning Map Exhibit, based on the redlined "Butcher Exhibit for 24th Street and Pueblo Blvd.," February 17. 2022, Joe Martellaro, Associate Engineer II.**

All conditions must be met and approved by Planning and Public Works prior to scheduling the rezone for City Council review.

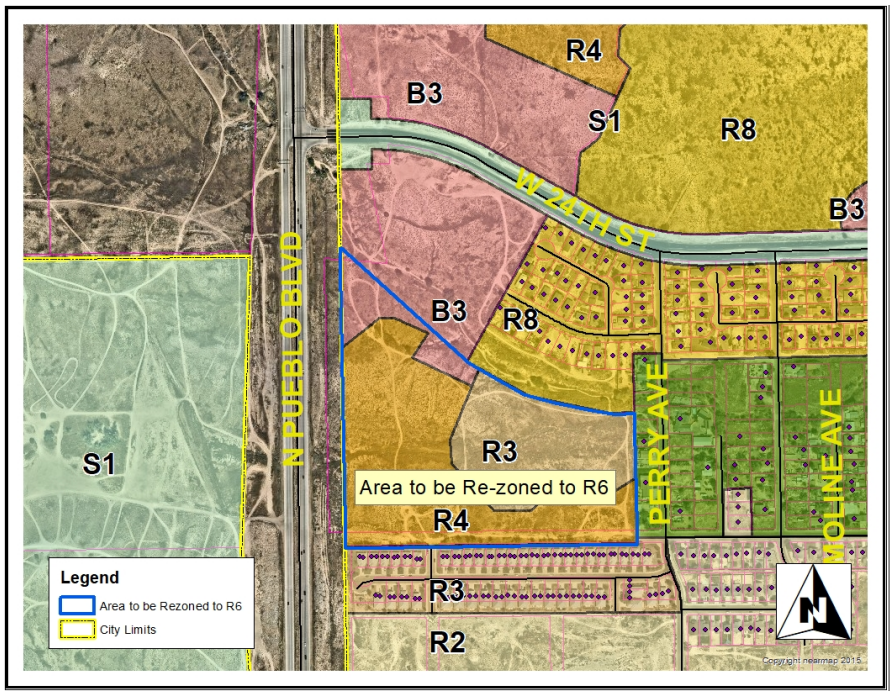
ATTACHMENTS:

A. Location Map
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. Rezoning Exhibit
F. Application

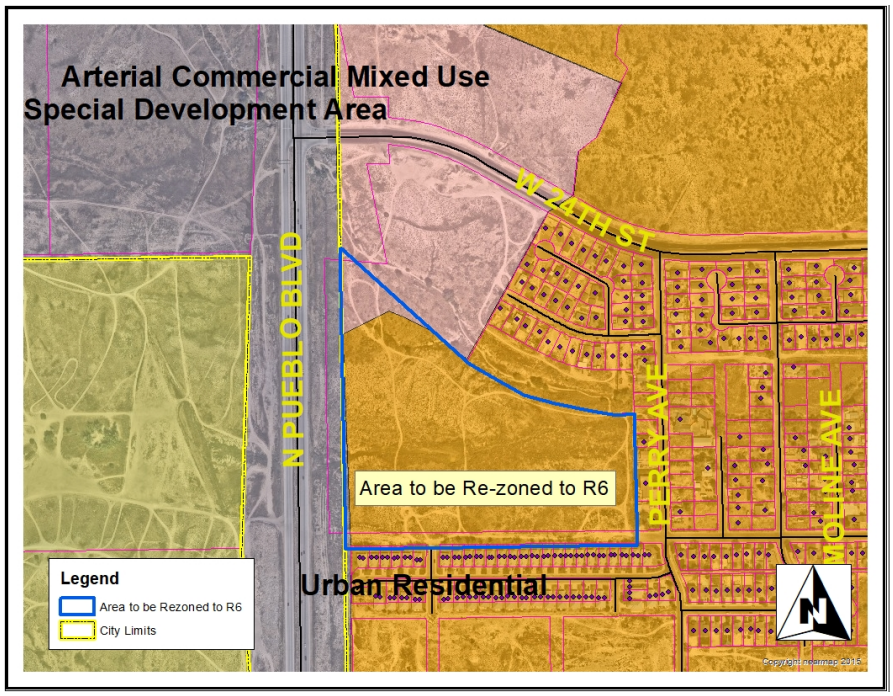
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan Map

Attachment D. Site Photos



Public Notice Poster



View looking at 22nd street and adjacent development.



Overview of the property from the south looking north.



Development is in the background.

February 18, 2022

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **James Butcher** for the approval of the following application(s):

Z-21-22 A rezoning of potions of unsubdivided land (legal on file at 211 E. D. St) generally located immediately east of Pueblo Boulevard, north of Westview Drive from, R-4, Mixed Residential District, to Multiple Residential and Commercial District (R-6) for the purposes of developing a recreational vehicle (RV) park.

The Planning and Zoning Commission meeting will be held on March 9th, 2022, at 3:30 p.m., by Zoom: Meeting ID:927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston)) or in-person at 1 City Hall Pl (3rd Floor City Council Chambers). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Wade Broadhead, Senior Planner
(719) 553-2280

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Scott Hobson, Director
Planning & Community Development
Wade Broadhead, Senior Planner
(719) 553-2280

CASE NUMBER Z-21-22

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at, A PORTION OF PARCEL 0522300002 24TH & PUEBLO BLVD to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

2-18-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at A PORTION OF PARCEL 0522300002 24TH & PUEBLO BLVD, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

2-18-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

Owner	OwnerStree	OwnerCity	Owne	OwnerZip
BUTCHER JAMES H	1 JUDYS DREAM LN	PUEBLO	CO	81005-8703
HEIER TIM P/HEIER MICHELLE	1011 SONOMA CIR UNIT A	LONGMONT	CO	80504-1732
LISCOTT CUSTOM HOMES LTD	1160 CAPRICE DR STE A	CASTLE ROCK	CO	80109-1501
ARGUELLO JUANITA/ARGUELLO CARLOS	2201 PERRY AVE	PUEBLO	CO	81003-3820
VALDEZ EMILIO PETE/VALDEZ LAWRENC + MO	2202 PERRY AVE	PUEBLO	CO	81003-3821
MOORE STEVEN A/MOORE JOYCE K + MOORE	2207 PERRY AVE	PUEBLO	CO	81003-3820
VARGAS STELLA D + RASCHKA ALEX + GONZALE	2209 OTIS AVE	PUEBLO	CO	81003-3814
BUTLER PAULA J	2213 PERRY AVE	PUEBLO	CO	81003-3820
HIGGINS RICHARD D/HIGGINS ANDREA	2216 PERRY AVE	PUEBLO	CO	81003-3821
WRIGHT RAYMOND L + WRIGHT RAYMOND L J	2223 PERRY AVE	PUEBLO	CO	81003-3820
TAYLOR WILLIAM C JR + TAYLOR NIKKI	3042 W 22ND ST	PUEBLO	CO	81003-3860
REEVES JESSICA JEAN	3044 W 22ND ST	PUEBLO	CO	81003-3860
GONZALES GARY	3047 CANDICE LN	PUEBLO	CO	81003-3863
MARTINEZ ROBERT/MARTINEZ ALICIA	3110 HERRICK PL	PUEBLO	CO	81003-3838
SOTO FELIPE PLANCARTE	3112 HERRICK PL	PUEBLO	CO	81003-3838
FLORES JOHN PETE /FLORES MARTA L + C/O JC	3120 HERRICK PL	PUEBLO	CO	81003-3838
GUTIERREZ DE SANTIAGO SUSANA + ARELLANO	3122 HERRICK PL	PUEBLO	CO	81003-3838
FAIR REBECCA E	3124 HERRICK PL	PUEBLO	CO	81003-3838
SANDOVAL RALPH ALBERT + SANDOVAL ALBER	3220 FALCON RIDGE RD	DIAMOND BAR	CA	91765-3819
WEST VALLEY ESTATES LLC	8901 PARAMOUNT CT NE	ALBUQUERQUE	NM	87122-3001
MATTY GEORGE TR/MATTY CHRISTINE T	9 W MORRIS DR	QUEEN VALLEY	AZ	85118-9723
BAKER GEORGE WAYNE	PO BOX 1216	WESTCLIFFE	CO	81252-1216
CLAYTON STREET PROPERTIES LLC	PO BOX 2868	CORRALES	NM	87048-2868
42 VILLAGE AT PUEBLO LP + 51 VILLAGE AT PUE	PO BOX 37	OAKDALE	CA	95361-0037

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: April 11, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

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

SUBJECT: AN ORDINANCE CHANGING ZONING RESTRICTIONS OF THE FOOTHILLS SUBDIVISION FROM R-8, MANUFACTURED HOME RESIDENTIAL DISTRICT AND B-3, HIGHWAY AND ARTERIAL BUSINESS DISTRICT TO A PUD, PLANNED UNIT DEVELOPMENT ZONE DISTRICT GENERALLY LOCATED EAST OF NORTH PUEBLO BOULEVARD AND NORTH OF WEST 24TH STREET

SUMMARY:

The applicant is requesting to rezone 73.93 acres covering the Foothills Subdivision from R-8 and B-3 zone districts to a Planned Unit Development (PUD) zone district to facilitate a mixed-use community offering diverse residential housing options and commercial services for residents. The site is located east of North Pueblo Boulevard, north of West 24th Street and is currently subdivided and zoned for manufactured home and commercial uses.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to vacate all of the streets and easements in the Foothills Subdivision and is also requesting to resubdivide the property for future development sites.

BACKGROUND:

NeighborWorks of Southern Colorado purchased the Foothills Subdivision and is requesting to rezone, vacate rights-of-way/easements and re-subdivide to facilitate the development of a mixed-use neighborhood that offers a variety of housing options and commercial services to residents. According to NeighborWorks, the Pikes Peak Park community will offer "permanently affordable housing with access to childcare, healthcare services, food access services, small grocery/farmers market, restaurants, offices, and cultural facilities to support a walkable, ten-minute neighborhood." Pikes Peak Park PUD, proposes to introduce small residential lots accessed by private drives that face green-spaces, intermixed with more traditional larger-lot residential development, multifamily development, and commercial nodes along West 24th Street and Sun Mountain Boulevard. The previous Foothills Subdivision (approved in 2000) was intended for development of manufactured homes and one commercial node west of what was previously Spaulding Avenue and is now Sun Mountain Boulevard. Per the PUD Zone District Regulations, a development guide has been submitted which contains information as required

by Section 17-8-6, of the Pueblo Municipal Code. According to the Pikes Peak Park PUD Guide, the proposed development will be a “social, economic, and environmentally Resilient Community.” The PUD Guide states that a variety of complimentary uses “within walking and cycling distance from one another” “will decrease reliance on the automobile.” The PUD contains provisions for single-family development on narrow and shallow lots with a maximum of 619 residential dwelling units and 446 Commercial Mixed-Use dwelling units. The maximum gross density is 12 dwelling units per acre and 20 commercial mixed-use units per acre.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 23, 2022 Public Hearing, voted 5 to 1 recommend approval. (Commissioner Castellucci dissenting, Commissioner Aznar absent)

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 23, 2022, Public Hearing
Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO._____

AN ORDINANCE CHANGING ZONING RESTRICTIONS OF THE FOOTHILLS SUBDIVISION FROM R-8, MANUFACTURED HOME RESIDENTIAL DISTRICT AND B-3, HIGHWAY AND ARTERIAL BUSINESS DISTRICT TO A PUD, PLANNED UNIT DEVELOPMENT ZONE DISTRICT GENERALLY LOCATED EAST OF NORTH PUEBLO BOULEVARD AND NORTH OF WEST 24TH STREET

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, are hereby changed from R-8, Manufactured Home Residential District and B-3, Highway and Arterial Business District to a Planned Unit Development Zone District (PUD), and upon passage of this Ordinance, zoning restrictions affecting the PUD, shall apply to said property:

Parcels of land located in the South one-half of Section 22, Township 20 South, Range 65 West of the 6th P.M. in the County of Pueblo and State of Colorado and being more particularly described as follows:

All of Blocks 1 and 2 of Foothills Subdivision, A Special Area Plan as filed for record at Reception No. 1349438 in the office of the Pueblo County Clerk and Recorder.

Containing 73.925 acres, (3,220,178 sf) more or less.

SECTION 2.

With the recommendation of the Planning and Zoning Commission, the Planned Unit Development Guide, attached hereto, is hereby approved.

SECTION 3.

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 4.

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

_____

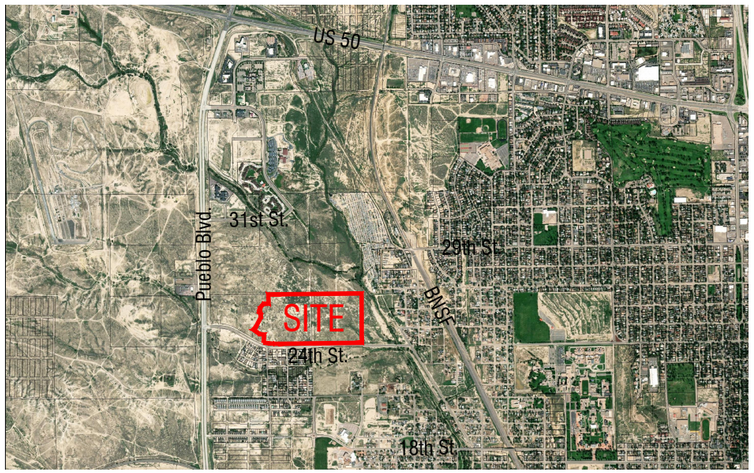
City Clerk

PIKES PEAK PARK PLANNED UNIT DEVELOPMENT

CITY OF PUEBLO, STATE OF COLORADO

1st submittal: September 7, 2021
2nd submittal: November 30, 2021
3rd submittal: December 23, 2021
4th submittal: February 14, 2022
5th submittal: March 14, 2022

VICINITY MAP ::



N

not to scale (N.T.S)

I. LEGAL DESCRIPTION ::

LOTS 1 THRU 224 + 226 BLK 1 FOOTHILLS SUB + PARCELS D, E, F, G + H FORMERLY #05-223-10-001 THRU 229 and LOTS 1 THRU 213 BLK 2 FOOTHILLS SUB + PARCELS A, B, C + J FORMERLY #05-224-30-001 THRU 216.

II. INTRODUCTION ::

The primary purpose of this PUD is to allow this property to develop in a manner that aligns with NeighborWorks Southern Colorado(NWSoCo) Vision and Urban Design Concept Plan for Pikes Peak Park Neighborhood. This site is currently designated as R-8 with a small portion designated as B-3. This PUD establishes a set of land uses, street sections, and development guides intended to create a walkable, mixed residential community with neighborhood serving retail primarily located at the intersection of 24th Street and a future north/south street.

This PUD will allow the site to develop in a logical, efficient manner that integrates with the surrounding land use and provide mixed-income affordable housing, attract services and increase the self-sufficiency of the organization through earned income opportunities.

III. PROJECT NARRATIVE ::

Pikes Peak Park is envisioned to become a horizontally mixed-use and mixed-income community that co-locates permanently affordable housing with access to childcare, healthcare services, food access services, small grocery/farmers market, restaurants, offices, and cultural facilities, among other uses, to support a walkable, ten-minute neighborhood.
Through community engagement, diverse expertise and the right partnerships; the Pikes Peak Park Neighborhood is a critical first step that will positively impact the entire west side of Pueblo community by linking diverse developments together, raising home values, connecting people to nature, amenities and each other, and ultimately become more integrated into the City. This project aims to provide 'proof-of-concept' for community design in Pueblo and become a catalyst for public and private investment for the westside of Pueblo, creating a community with significant housing available for low-moderate income families otherwise locked out of home ownership.

IV. GUIDING PRINCIPLES ::

- Provide a range of **Affordable and Attainable housing** products that caters to a variety of income levels and family sizes.
- Create a distinct neighborhood that includes a variety of open spaces, nodes, destinations and third places, connected by a web of links that will encourage human interaction necessary to develop the personal bonds that grows a strong **Community and Culture** and inclusive social network.
- Create a **Sense of place**, through urban design, landscape and built form, that is authentic to Pueblo, future residents, and the communities' time and place in the world.
- Create a **Healthy and Vibrant** community that values a balanced lifestyle by enabling active living, increased mobility, reduced stress, and social interaction.
- Create a **Connected** network of streets and open spaces systems that links the Pikes Peak Park neighborhood to the surrounding community.
- Pikes Peak Park strives to be a social, economic and environmentally **Resilient Community**. This starts with creating a cohesive and interconnected master plan that co-locates a variety of complimentary uses with-in walking and cycling distance from one another as a means to decrease reliance on the automobile.

V. PUD ZONE DISTRICT APPLICATION AMENDMENT PROCESS ::

The Pikes Peak Park Metro District #1 Board shall have the sole authority to initiate amendments to the PUD. Any amendment to this PUD shall be subject to the City of Pueblo amendment process per PMC section 17-8-8 (a), as amended.

VI. PUD SITE PLAN APPROVAL PROCESS ::

- PUD Site Plan for Multi-family and Commercial development submittals shall include all information required by applicable sections of the Pueblo Municipal Code and Site Development Plan Checklist, and meet the intent of this PUD.
- PUD Site Plans and Site Plan Amendments for single-family detached and single-family attached projects developed on individual lots will be administratively reviewed and approved by the City in accordance with the PUD. Site Plan Amendments may be filed, processed and scheduled concurrently for staff review if required.

VII. DESIGN GUIDELINES ::

In order to implement the vision for Pikes Peak Park, private Architectural and Site Design Standard and Guidelines(D.S.G.) will be prepared to guide the overall look, feel and character of the neighborhood. These will be administered by the Design Review Board.

Private Design Standard and Guidelines will supplement the Development Guide established by this PUD and shall be in lieu of Sec. 17-4-11 Residential Placement Standards, and any subsequent revisions, as identified by the Pueblo Municipal Code.

The Pikes Peak Park Metro District #1 Board will appoint five (5) Board Members to the Design Review Board (DRB). Three (3) members shall constitute a quorum. All DRB members shall be real estate or design professionals. The Director of Planning and Community Development may appoint a 6th DRB member. This member is an ex officio member who does not have voting rights.

The DRB will have the responsibility of reviewing, approving, approving with conditions, or denying all site plans, architecture, landscape plans, lighting plans, signage plans and signs, for all physical improvements to individual Lots or Blocks based upon PUD criteria and Pikes Peak Park Design Standard and Guidelines. The DRB will meet with applicants in a timely manner and will provide written comments, conditions and approvals in writing to the Applicant and the Director of Planning and Community Development. Any PUD site plan amendment shall require a DRB letter of recommendation of approval before the final approval from P&Z or Technical Advisory Committee.

Site Plans may be submitted to the DRB and City of Pueblo concurrently. Architectural building plans may be submitted to the Building Department concurrently with DRB review. Any changes made to civil or architectural construction documents subsequent to final DRB approval shall be submitted to DRB for review. Upon DRB approval, the DRB will provide an approval letter to the City of Pueblo. Upon receipt of the approval letter, the City of Pueblo will administratively review Site Development Plans for individual Lots using the City of Pueblo's review process provided that the requirements of the PUD have been met. DRB approval and Metro District authorization is required prior for final City Site Plan approval and issuance of building permits.

PAGE INDEX ::

PAGE 1: COVER SHEET AND INTRODUCTION
PAGE 2: CONTEXT MAPS AND ZONING
PAGE 3: LAND USE PLAN
PAGE 4: CIRCULATION
PAGE 5: PARK AND TRAIL PLAN
PAGE 6: PERMITTED / RESTRICTED USES
PAGE 7: DEVELOPMENT GUIDE
PAGE 8: DEVELOPMENT GUIDE
PAGE 9: DEVELOPMENT GUIDE
PAGE 10: SINGLE-FAMILY LOT CONFIGURATIONS
PAGE 11: STREET SECTIONS / DESIGN STANDARDS
PAGE 12: STREET SECTIONS / INTERSECTION
PAGE 13: VARIANCES

CIVITAS
1200 Bannock St.
Denver, CO 80204
Tel. 303 571.0053
Fax 303 425.0438

TITLE: COVER SHEET AND INTRODUCTION		
SCALE: N.T.S.	DRAWN BY: S.C.	PAGE 1 OF 13
DATE: 3-14-22	CHECKED BY: C.W.P.	JOB NO. 2-20-32

PIKES PEAK PARK PLANNED UNIT DEVELOPMENT

CITY OF PUEBLO, STATE OF COLORADO

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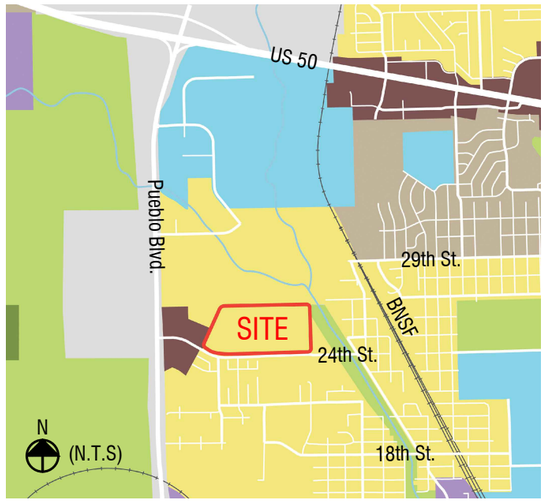
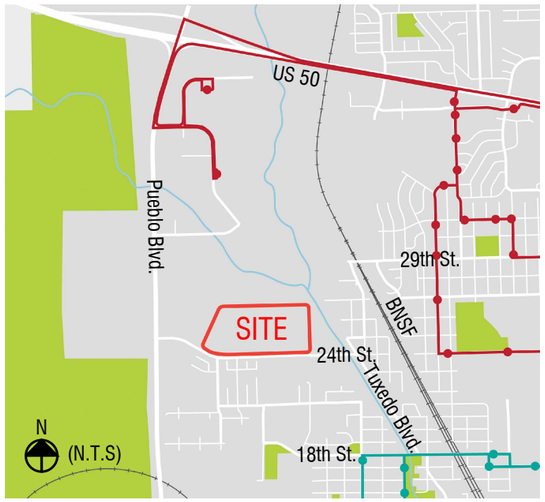
ZONING CONTEXT::



The site is bordered by 24th Street, and low density existing residential to the South. No other development is adjacent to the site. Future open space corridor expansion along the Wild Horse Creek is planned to the east per Pueblo's Comprehensive plan, 2002.

- Arterial commercial
- Institutional mixed-use
- Suburban residential
- Light industry
- Urban residential
- Park and open space

PUBLIC TRANSPORTATION CONTEXT::



There are two bus routes that access the west side of Pueblo. The applicant will work with the city to extend one or both bus routes to the site.

- Route 3
- Route 8

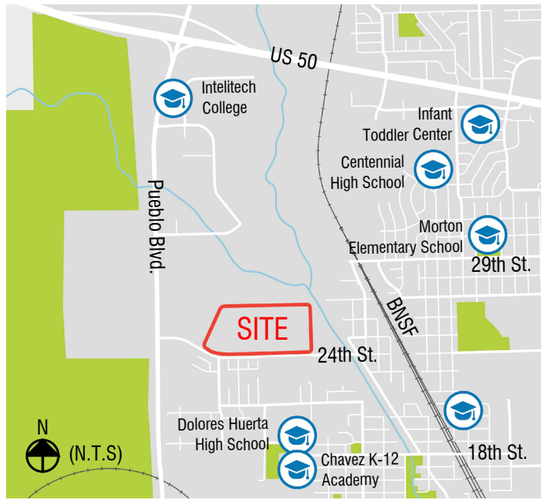
OPEN SPACE AND BIKE NETWORK CONTEXT::



The site is located directly west of Wild Horse Creek which will provide access to future regional trails. Pikes Peak Park open space and street network will be designed to allow for safe, comfortable bicycle and pedestrian connections that connect to future open space facilities as planned by the City of Pueblo.

- Multi-use trail
- Bike route
- Future open space corridor

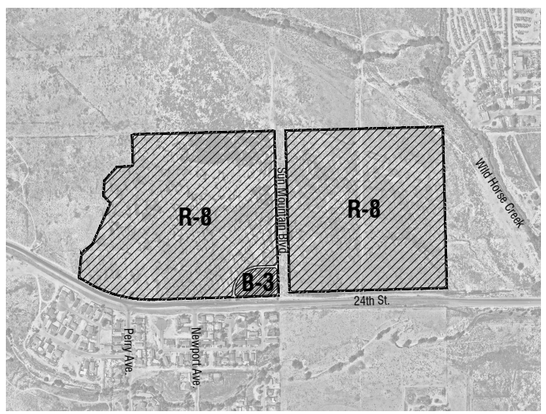
SCHOOLS CONTEXT::



Currently, the designated schools for this area are Morton Elementary School, Centennial High School. Chavez Huerta Charter School is a convenient walking and bicycle distance for residents. Work with school district to allow for preferred enrollment status for Pikes Peak Park children.

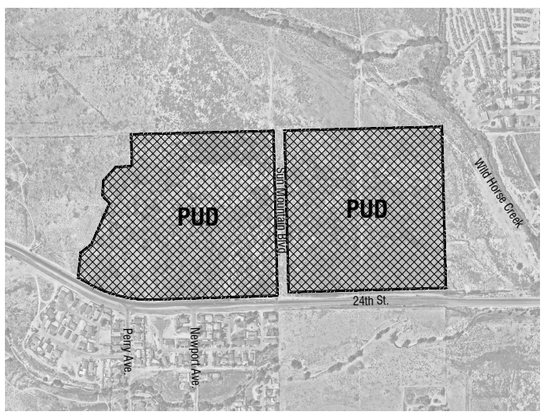
EXISTING ZONING ::

R-8 zoning exists on the majority of site, and B-3 exists at the corner of 24th St. and Sun Mountain Blvd.



PROPOSED ZONING ::

PUD zoning on the entire site.



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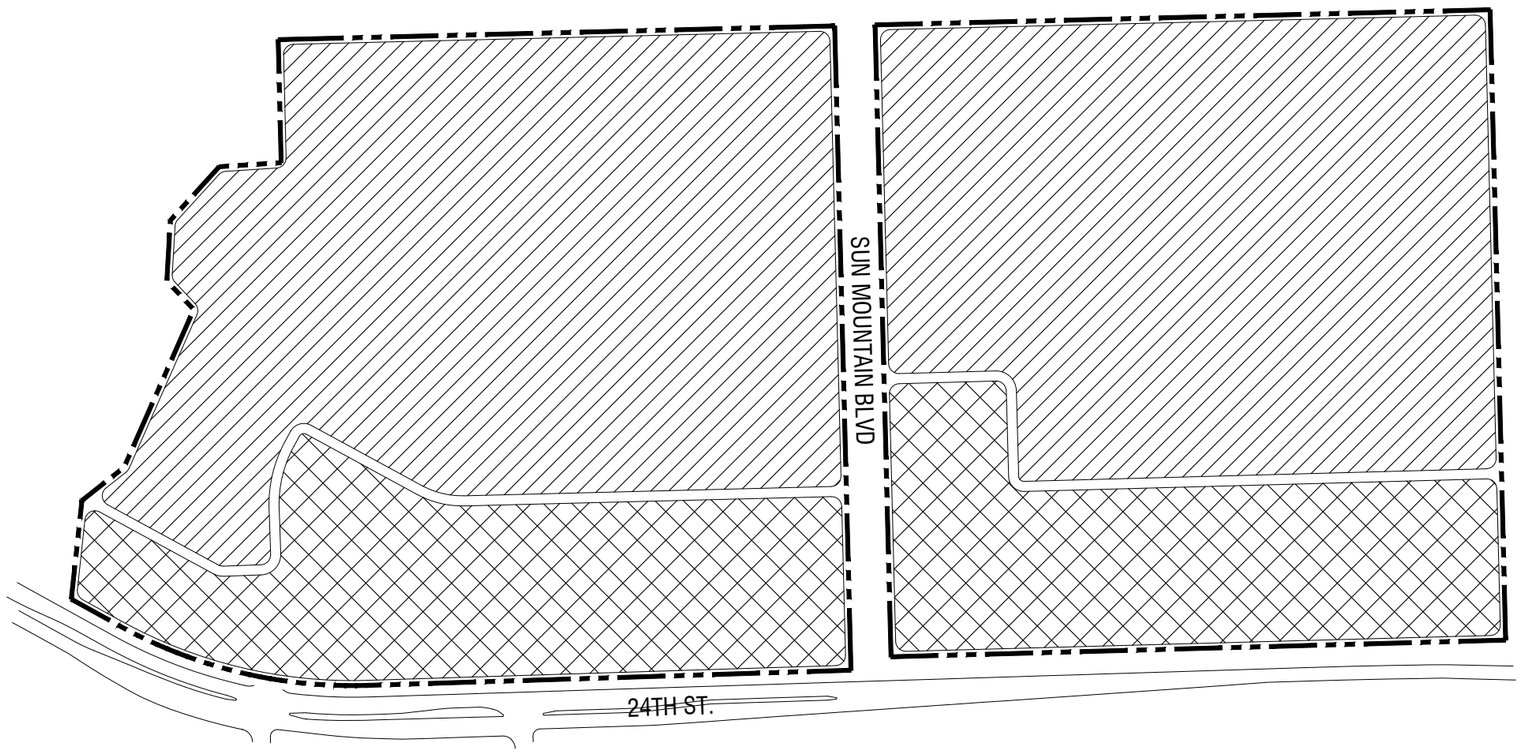
TITLE: CONTEXT MAPS AND ZONING		
SCALE: N.T.S	DRAWN BY: S.C.	PAGE 2 OF 13
DATE: 3-14-22	CHECKED BY: C.W.P.	JOB NO. 2-20-32

PIKES PEAK PARK PLANNED UNIT DEVELOPMENT

CITY OF PUEBLO, STATE OF COLORADO

1st submittal: September 7, 2021
2nd submittal: November 30, 2021
3rd submittal: December 23, 2021
4th submittal: February 14, 2022
5th submittal: March 14, 2022



SUMMARY LAND USE TABLE ::

Land Use	Land Area		Max. Gross Density (du/ac)	Max. Dwelling Units (du)	Max. Commercial /Community area (sq.ft.)
	Acres	%			
Residential	51.61	70	12	619	8,000
Commercial Mixed-Use	22.32	30	20	446	80,000
Total	73.93	100	14	1,065	88,000

* Fire station does not count towards maximum commercial square footage count.

LEGEND ::

- PUD BOUNDARY
- RESIDENTIAL
- COMMERCIAL MIXED-USE

NOTE ::

1. Residential use is characterized by primarily single family attached(duplex, triplex, fourplex, rowhomes and townhomes), single family detached housing with variety of product mix including single-family green court cluster.
2. The intent of commercial mixed-use planning area is to allow for denser multifamily, vertically mixed-use multifamily, restaurant and neighborhood serving retail to develop along 24th Street. Single-family attached are allowed where transitioning from a denser multifamily development to single-family residential area.

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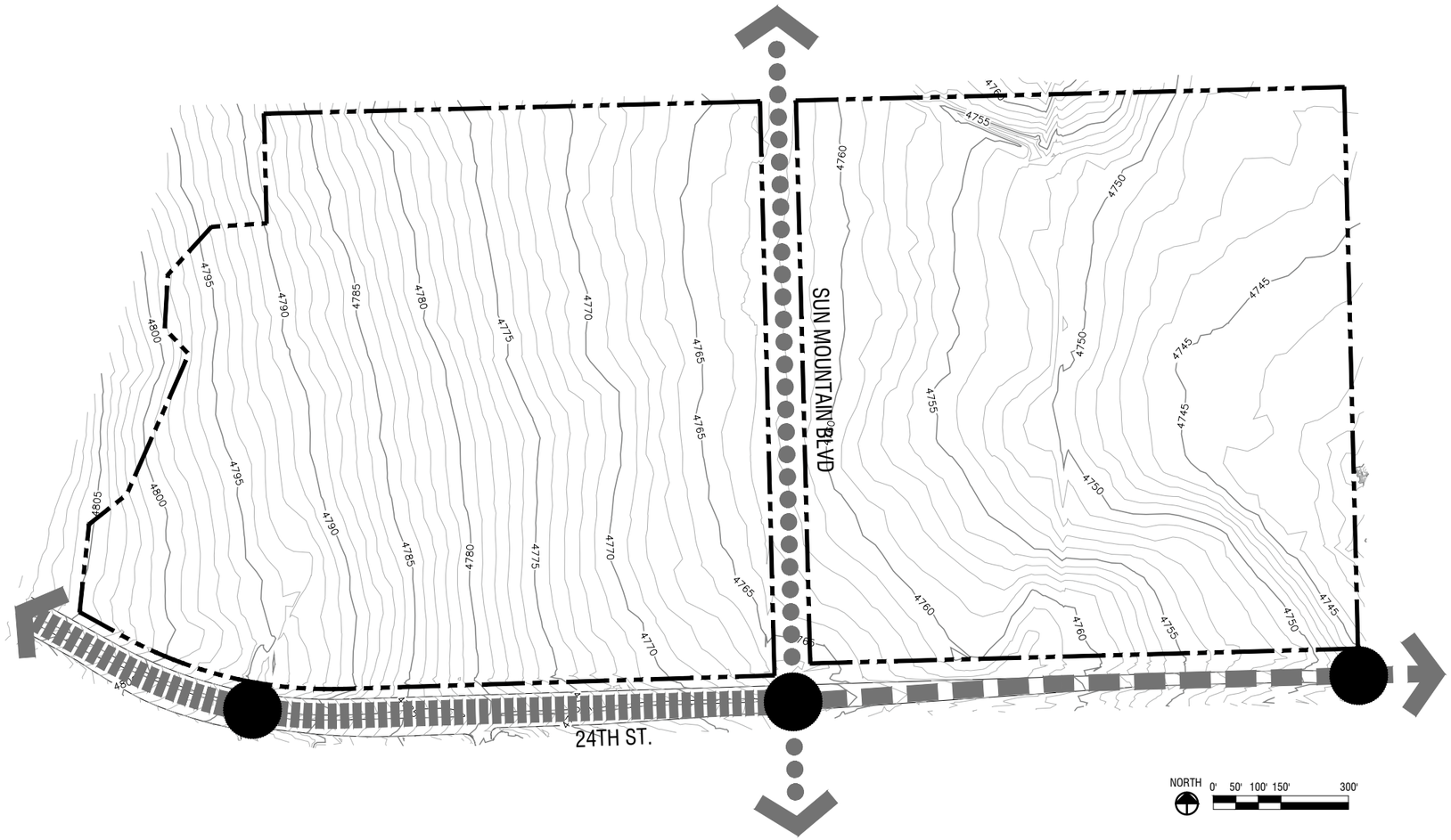

NOTE ::

1. The eastern portion of 24th St. is currently a 2 lane street and may be expanded to a four-lane street in the future by the City of Pueblo. The developer will coordinate planning efforts with the City.
2. Final location of intersections will be determined by the Plat.

LEGEND ::

- PUD BOUNDARY
- EXISTING 24TH STREET (4 LANE)
- EXISTING 24TH STREET (2 LANE)
- SUN MOUNTAIN BLVD
- FULL MOVEMENT INTERSECTION
- MAJOR CONTOUR
- MINOR CONTOUR

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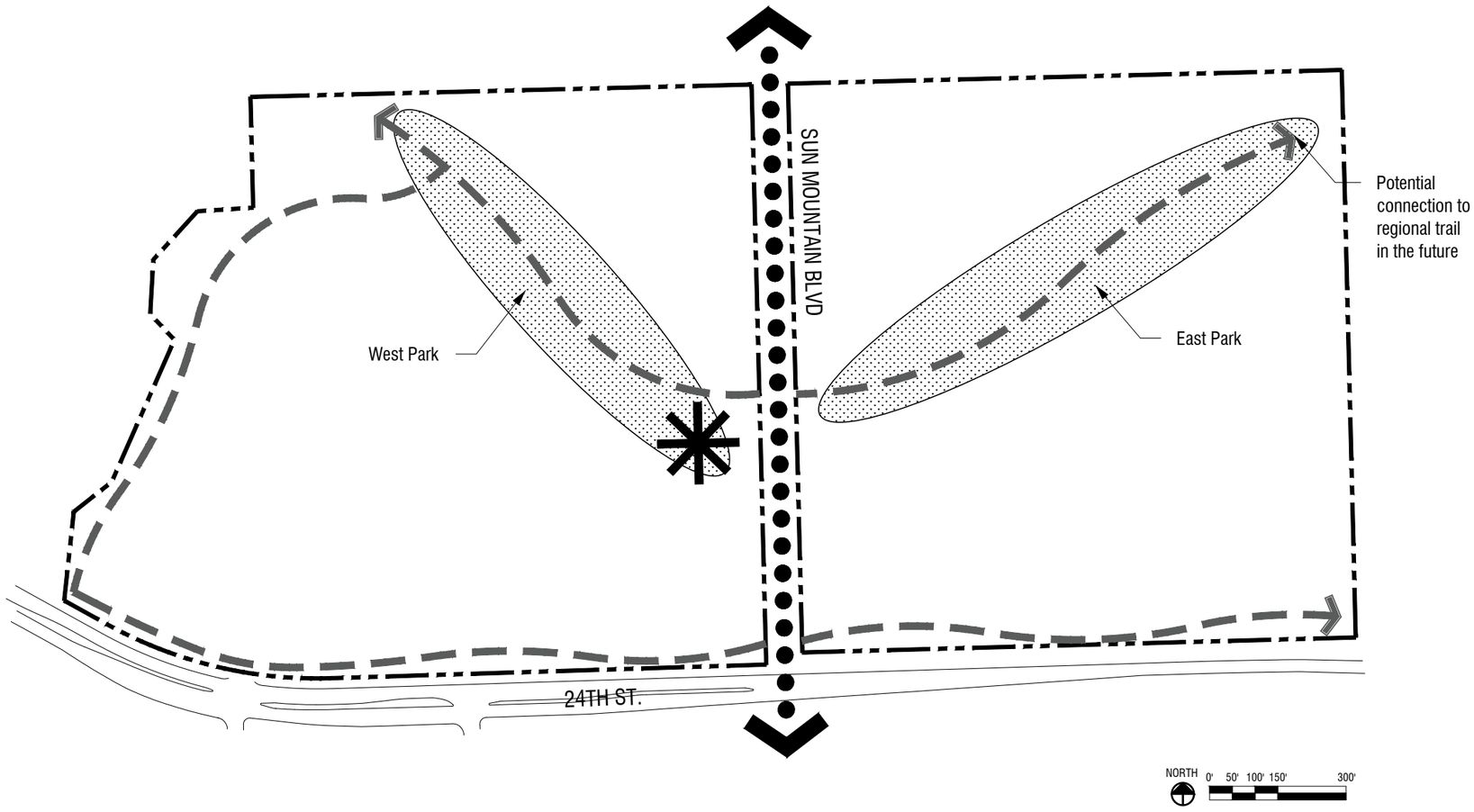


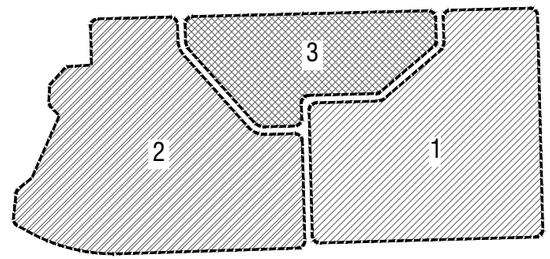
NOTE ::

1. The intent of the park and trail plan is to provide a network of space that connect neighborhoods to the regional open space corridors, and preserve view corridors to the Pikes Peak and Green Horn Mountain.
2. A minimum of 8% of the land area shall be dedicated to the Metro District for use as parks and recreational facilities per the PMC section 12-4-7(e). Parks and recreational facilities will be developed, owned and maintained by the Metro District.

PHASING ::

1. Southern part of Sun Mountain Blvd and South-east portion of site.
2. South-west portion of site.
3. Northern part of Sun Mountain Blvd and Northern portion of site.

Keymap



* East Park will be constructed as part of Phase 1, and West Park will be constructed as Part of Phase 2.

LEGEND ::

- PUD BOUNDARY
- POTENTIAL LOCATION OF PARK AND OPEN SPACE
- POTENTIAL MULTI-USE TRAIL
- BICYCLE LANE OR OFF-STREET BICYCLE FACILITY
- POTENTIAL LOCATION FOR CENTRAL GATHERING AREA

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TITLE: PARK AND TRAIL PLAN		
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RESIDENTIAL PLANNING AREA ::

Residential use is characterized by primarily single family attached(duplex, triplex, fourplex, rowhomes and townhomes), single family detached housing with variety of product mix including single-family green court cluster.

A. Uses by Right

- Accessory Dwelling Unit
- Accessory Uses
  - Drainage facilities
  - Outdoor exercise
  - Temporary art installations
- Child Care Home
- Co-housing, Common house
- Community Center
- Community garden
- Home, elderly
- Home, foster
- Manufactured Home
- Parking lot solar array
- Parks, Trails, Open Space
- Residence, Single Family Detached - alley and front loaded
- Residence, Single-Family Green Court Cluster
- Residence, Paired Housing (duplex) - alley and front loaded
- Residence, Three and Four family - alley and front loaded
- Residence, Townhouse - alley loaded
- Roof mount solar array

B. Conditional Uses

A conditional use may be permitted if certain minimum conditions, contained in the applicable City Ordinances are satisfied as determined by the DRB and the Land Use Administrator. The DRB is required to send a letter of recommendation to the Land Use Administrator.

- Food trucks
  a. Shall comply with conditions in the applicable City Ordinances.
  b. Limited to public right-of-way adjacent public parks, community center and other ground floor commercial.
- Home based business
- Mobile food unit
- Model home
- Temporary farmers/art/craft market
  a. Limited to public right-of-way adjacent public parks, community center and other ground floor commercial.

C. Restricted Uses

- All uses not expressly permitted as use by right or conditional use.
- Short term rental through third party applications.

COMMERCIAL MIXED-USE PLANNING AREA ::

The intent of this planning area is to allow for denser multifamily, vertically mixed-use multifamily, restaurant and neighborhood serving retail to develop along 24th Street. Single-family attached are allowed where transitioning from a denser multifamily development to single-family residential area.

A. Uses by Right

- Accessory Uses
  - Beer gardens
  - Dining patios
  - Drainage facilities
  - Entertainment district
  - Food Trucks
  - Home based business
  - Ice cream stand
  - Outdoor exercise
  - Temporary art installations
- Adult day service center
- Art Gallery
- Bar/Tavern
- Brewery/Cidery
- Childcare Center
- Community Center
- Community garden
- Dog care facility
- Hotel
- Library
- Municipal buildings
- Neighborhood serving commercial
  - art gallery
  - beauty salon/barber shop
  - butcher
  - convenience store
  - dry cleaner
  - financial institution
  - laundromat
  - personal and professional service
  - pet grooming
- Office, general
- Office, medical
- Office, professional
- Parking Lot
- Parking lot solar canopy
- Parking Structure
- Parks, Trails, Open Space
- Pharmacy
- Religious institution
- Restaurant (sit-down, fast casual)
- Roof mount solar array
- Residential, Multifamily (includes mixed-use, co-housing, age-targeted, age-restricted, market rated, and affordable).
- Residence, Paired Housing (duplex) - alley and front loaded
- Residence, Three and Four family - alley and front loaded
- Residence, Townhouse - alley loaded
- Schools, public and private
- Health club, less than 3,200 sq.ft of gross floor area
- Temporary farmers/art/craft market
- Urban agriculture

B. **Conditional Uses**

A conditional use may be permitted if certain minimum conditions, contained in the applicable City Ordinances are satisfied as determined by the DRB and the Land Use Administrator. The DRB is required to send a letter of recommendation to the Land Use Administrator.

- Health club
- Mobile food unit
- Model home
- Rental shop, general

C. Restricted Uses

- All uses not expressly permitted as use by right or conditional use.
- Short term rental through third party applications.

DEFINITIONS ::

- Accessory Dwelling Unit: An accessory dwelling unit (ADU) is a secondary dwelling unit on a single-family residential lot, and generally situated above a detached garage. ADU shall be owned and maintained under the same ownership of the primary structure.
- Co-housing, Common House: Co-housing is a community intentionally designed with common areas surrounded by private homes. Common House generally include a large kitchen, lounges, meeting rooms, recreation facilities, library, workshops, or childcare. Common areas are owned and maintained by community members.
- Food trucks: A non-permanent food truck or food cart that operates at a fixed location for a period of time.
- Pet grooming: An establishment engaged in a business of grooming of a domestic animal, including bathing, cutting of hair, trimming of nails, but does not include any associated outdoor kennel, veterinary service, breeding, boarding and overnight accommodation.
- Residence, Single-Family Green Court Cluster: Four or more single-family homes are arranged with front doors or porches facing a common green space with an alley for garage access. The Common green space is designed to provide amenities for adjacent homes, and encouraging pedestrian connectivity to a neighborhood.
- Temporary farmers/art/craft market: Temporary market is an event that operates at a fixed location for a periodic sale of goods no more than 14 consecutive days. Temporary market does not include regularly scheduled events. These are limited to public parks, community center, and festival street.
- Urban agriculture: Generally involved in low-impact farming methods such as professionally managed garden hydroponics, vertical farms, and rooftops used for crop production.

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VIII. DEVELOPMENT GUIDE ::

A. STREETS, ACCESS AND SIGNALIZATION

24th Street is the only existing street and is located along the southern edge of the site. It is currently a 4-lane road along the western portion of the site and a 2-lane road along the eastern portion. It is understood that the eastern portion may be expanded to a four-lane street in the future by the City of Pueblo. The developer will coordinate planning efforts with the City. 24th Street is a front door to the neighborhood for residents. A 10' wide ADA-accessible detached multi-use trail or path will be designed and built by individual multi-family developer within the R.O.W along north side of 24th Street providing a bicycle and pedestrian connection from the neighborhoods to a future Wild Horse Creek regional trail. Multifamily and commercial buildings should be located in designated parcels along 24th Street to create an urban edge and identity for the neighborhood. Parking lots along 24th St. should be screened from view with landscape. Small, pocket parks associated with multifamily should connect to the regional trail along 24th Street.

Sun Mountain Blvd with +/- 80' wide R.O.W. bi-sects the site. It is characterized by well-designed pedestrian zones with wide sidewalks, landscape zone, on-street parking, and bicycle facilities. The installation of curb extensions(bump-outs) are allowed at intersections to facilitate speed calming as well as safety for pedestrian crossing. Buildings should front the street with primary facade and primary pedestrian entries. Where ground floor retail is anticipated, shallow setbacks may be used to allow for outdoor patio and storefront space. Commercial buildings along these streets should be designed with facade articulation and ground floor transparency in order to create a human scale street environment. Surface parking should not be located between buildings and the street.

Neighborhood Local Streets characterize residential districts and create a walkable network of streets and blocks that are connected to the open space network. The streets include sidewalks, landscape zone with street trees, and on-street parking on both sides of street. There will be three full movement access points to W. 24th St. as indicated in Circulation plan, page 4.

Neighborhood Design

The design of the neighborhood should consider topography, drainage, water quality, connectivity, and a contemporary housing program. Special care should be taken to create a highly connected neighborhood pattern that includes a variety of housing types and sizes organized around a hierarchy of open spaces. Several design strategies should shape the neighborhood plan; all residences should be located within 1/4 mile of a park or open space; the parks should provide a variety of program elements to encourage use persons of diverse interests and ages that may include: tot lots, picnic and seating areas, outdoor cooking areas, community gardens and flexible lawn space.

The single family residential community is primarily located on the northern two thirds of the site, and multifamily and mixed-use development is located at the southern portion of the site along 24th Street. The residential program should reflect a range of single family home sizes, townhomes, paired homes, and three-four family homes, both alley served and front loaded product.

Public Realm

The public realm should be defined by a network of streets, paseos and green corridors, parks and open space that support a high level of mobility and interconnected neighborhoods. The plan should offer multiple routes or loops for people to walk, run, and bike; to their favorite park, to the mail box, to the regional trail system, to each other's houses and to other neighborhood and community destinations. While the design for the various environments may vary, there should be a thread or 'DNA' that ties them all together to unify the neighborhood. It is foundational to the plan that the Public Realm serve to both create a strong sense of place but it also serves to support a strong community.

B.MULTIFAMILY AND MIXED-USE DESIGN GUIDELINES

Multifamily and Mixed-use Design Guideline is intended to apply to a residential structure or mixed residential with ground floor commercial where individual dwelling units are located above one-another and accessed by a common interior corridor or hallway.

Site Design

Buildings should be located in a manner that contributes to the creation of a pedestrian oriented and walkable community. This is done by fronting buildings close to the property line along streets, open spaces and trails.

- Parking lots shall not be located between a building's primary facade and the street.
- Services including trash and recycling center, loading docks, utility connections, including gas and electric meters, and rooftop mechanical equipment shall be screened from public view.
- Site landscape should be designed in a sustainable manner by selecting low-water planting and species that are adaptable to an arid environment.
- Parking facilities shall be sized with the intent of promoting efficient use of available land resources. The number of parking spaces provided shall be no less than the number prescribed in Section H, “Parking Standards” associated with each respective type of development.
- Shared use parking should be encouraged between nearby complementary land uses that have opposite peak hour demands.

Building Character

Buildings should be designed in a manner that is authentic to their function and time and place in the community. Building facades should be articulated to create human scale and interest. This may be achieved by the following strategies.

- Facade walls should incorporate horizontal relief through projections and recesses to provide visual interest.
- Ground floor facades should have recessed windows, entry areas, awnings or other such features.
- Building facades may use changes in color, texture and material judiciously to provide visual interest. All facades of a building which are visible from public street, park or open space, or paths should incorporate features similar to the front facade.

Resident entries should be protected from weather by overhead roofs or overhangs, or being recessed. First floor residences should have functional porches and front doors that provide direct access to the exterior and connections to the public realm. Balconies having usable space with a minimum average depth of no less than 3 feet are encouraged on upper levels.

Relationship of Buildings to Streets

Primary facade is a facade that faces a street, park or open space. Primary facades should contain a primary building entry and direct sidewalk connection to a public street, plaza, or park. Side entries may be allowed if an entry statement (e.g: patios, arbor, fence, gate, etc.) is provided on the building side facing the street.

Massing, Form and Scale

The following design elements should be considered:

- Entryway design elements and variations should give orientation and character to the building and contribute to the pedestrian orientation of the project by including some or all of the following features: arcades; canopies or porticoes; overhangs; recesses/projections; or special lighting.
- Express facade components in modules and materiality at a human scale that is meaningful to a person passing by on the sidewalk.
- Building height should transition to be scaled to lower height and density in residential areas.
- Architecture should consider its location and function in the overall neighborhood and be designed to emphasize visual focal points and view termini.
- Vertical and horizontal articulation in facade is encouraged through plane breaks, recessed windows and entries, or balconies.
- Multifamily and mixed-use buildings should be articulated with varied architectural features such as bays, balconies, massing changes, or porches that face the adjacent streets, parks, plazas, open areas.
- Each residential unit should have usable exterior open space in the form of balconies or porches.
- Balconies should be designed to be incorporated into the architecture to avoid a "tacked-on" appearance.
- Ground level residential units should have a front door and porch/stoop that provides direct access to a street, park or walkway.
- Stairways shall be conditioned, interior space.

Building Materials

New buildings should support regional traditions and maintain a level of craft in the process of construction and durability.

- Allowable facade material includes stucco, natural stone, brick, wood, architectural fiber cement panels, architectural metal panels, or similar combination of material which represents a variation of architectural styles or elements.
- Material changes should not occur at external corners, but may occur at “reverse" or interior corners or as a "return" in an integrated fashion.
- Vinyl, Exterior Insulation Finishing System(EIFS), tilt-up concrete panels or other faux facade treatments should be avoided.

Mechanical Equipment

Rooftop mechanical equipment should be screened from view from the ground and from adjacent buildings of comparable height through the use of screen walls and/or parapets.

Treatment of Residential Open Area

Common areas in the multi-family property should be landscaped and include pedestrian connections to adjacent public streets, trails, open spaces and commercial areas. Pedestrian-scale lighting and street furniture should be included.

Signage

Sign standards shall be in accordance with the Sec. 17-10-05 (b) and (d) of Pueblo Municipal Code.

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C. COMMERCIAL DEVELOPMENT DESIGN GUIDELINES

In addition to the Pueblo Municipal Code (PMC) requirements found in Sections 17-4-46 or 17-4-47 or 17-4-48 for small-scale, medium-scale and large-scale; respectively, commercial performance standards and the PUD shall guide the exterior architectural design within the Pikes Peak Park development. Where section 17-4-47 through Section 17-4-48 conflict with the PUD, the PUD shall govern.

Pedestrian Circulation

The following design guideline should be considered:

- Providing sidewalks and walkways of adequate width to allow groups of people to comfortably pass each other. Sidewalks in commercial areas will be no less than six feet wide and conform to all requirements of the Americans With Disabilities Act (ADA).
- Public lobbies and/or primary entry should connect directly to the pedestrian network.
- Provide pedestrian oriented lighting and shade trees along walkways.

Building Character

Buildings should be designed to provide human scale, interest and variety. Examples of techniques may include:

- Variation in the building form such as recessed or projecting bays;
- Expression of architectural or structural module and detail;
- Diversity of window size, shape or patterns that relate to interior functions;
- Emphasis of building entries through projecting or recessed forms, detail, color, or materials;
- Variations of materiality, material modules, expressed joints and details, surface relief, color, and texture to scale;
- Bay column spacing that subdivides the facade into smaller, more human scaled elements.

Relationship of Buildings to Streets

A primary building entry should face a public street, plaza or park. Buildings that are sited between a street and a surface parking area, for example, should have a pedestrian entrance on both the parking area side for employees to gain access from their cars, and along the public street to provide access for visitors, and pedestrians arriving from transit, on-street parking, adjacent neighborhoods and other buildings.

- The long-side of buildings should be generally parallel with the public street.
- Building entry plazas are allowed, but should not disrupt the public realm design.
- Pedestrian oriented signage that identifies building tenants is allowed near a building entry.
- Building entrances facing parking lots should be coordinated with building service areas to avoid conflicts between pedestrians and service vehicle movements.
- Outdoor storage, trash collection, and loading areas shall be screened, recessed or enclosed.
- Service areas should be located in a manner that they are not visible from adjoining neighborhoods, pedestrianways, streets or customer entrances.
- Service area screening should be accomplished by landscape materials and/or architectural treatments with similar or complementary materials to the primary structures.

Massing, Form / Scale

Building form and massing should be used to frame the public realm and create a pedestrian scale, urban environment.

- One story buildings should be designed with a tall first floor minimum 18' height.
- Varied building form and facade articulation should be used to break up long wall faces.
- Building forms should respond to important gateway locations and view terminal.

Building Materials

New buildings should support regional traditions and maintain a level of craft in the process of construction.

- Allowable facade materials include stucco, natural stone, brick, wood, architectural fiber cement panels, architectural metal panels, or similar combination of material which represents a variation of architectural styles or elements.
- Material changes should not occur at external corners, but may occur at “reverse" or interior corners or as a "return" in an integrated fashion.
- Vinyl, Exterior Insulation Finishing System(EIFS) and tilt-up concrete panels are not allowed.

Mechanical Equipment

Rooftop mechanical equipment should be screened from view from the ground and from adjacent buildings of comparable height through the use of screen walls and/or parapets.

Open Space

Publicly accessible, privately maintained open space such as plazas, courtyards or outdoor rooms are an important part of the overall open space network. Each development block is encouraged to include some form of outdoor space that is connected to the public realm either directly, or by a publicly accessible walkaway.

Signage

Sign standards shall be in accordance with the Sec. 17-10-05 (f) of Pueblo Municipal Code.

D. SINGLE FAMILY RESIDENTIAL DEVELOPMENT DESIGN GUIDELINES

Single-Family Residential Development Design Guidelines is intended to apply for variety of product mix including single-family detached, duplex, triplex fourplex, rowhomes and townhomes. These guidelines are in lieu of the PMC Section 17-4-11 Residential Placement Standards.

Architecture Design

Residential architecture at Pikes Peak Park will reinforce and add richness to the urbanist design principles that define its streets, parks and public realm. The developer is committed to providing quality architecture and a range of architectural styles that balance the need to create affordable and attainable housing and create a great neighborhood. Our process involves working directly with builders to develop the right mix of housing designs, products and lots for this site. This is an ongoing process and we will update the City as designs progress.

Residential design at Pikes Peak Park should contribute the fabric of Pueblo's memorable neighborhoods by supporting:

- Best practices in architectural design and construction technology.
- Allowing for a range of affordable and attainable homes.
- Strategic insight into market conditions and consumer preferences.
- A balance of individuality and diversity that reinforces community placemaking.

Porches and Front doors

Special attention should be paid to the role that front porches and front doors play in enlivening the streetscape. Stylistically appropriate front porches or front doors are required for houses with garages accessed from the street(front-loaded) and houses with garages accessed from the alley(rear-loaded).

- Front porch details: Columns, railings and other details should support the architectural style of the house.
- Front doors: Front entry doors should be a prominent design feature.
- Front porch: porch width and depth should be usable and furnishable..
- Wrap-around porches: corner lots, lots adjacent to open space and lots with high visibility are encouraged to have porches that address both the front and side elevations.

Front Loaded Lots (garages accessed from streets)

Special attention should be paid to the architectural design for street-accessed (front-loaded) lots to de-emphasize the garage and driveways.

- Street-facing garage doors should be located behind the “front building line” of the main house.
- Paved on-site parking is required outside of setback.

Building Materials

- Allowable facade materials include stucco, natural stone, brick, wood, architectural fiber cement panels, architectural metal panels, or similar combination of material which represents a variation of architectural styles or elements.
- Material changes should not occur at external corners, but may occur at “reverse" or interior corners or as a "return" in an integrated fashion.
- Vinyl, Exterior Insulation Finishing System(EIFS) and tilt-up concrete panels are not allowed.

Roof Design

Acceptable roof types are below.

- Sloping roof with a minimum 2 in 12 slope.
- Gable, Hip, Pyramid Hip, Shed, Mansard, Gambrel or Butterfly
- Flat roof.
- Acceptable roof materials are asphalt shingle, slate roofing, tile roofing(concrete, clay), metal standing seam.

Signage

Sign standards shall be in accordance with the Sec. 17-10-05 (a) and (c.1) of Pueblo Municipal Code.

Trash

The Metro District will work directly with a private trash collection company to establish trash collection protocol for 'Green court residential' products with Private Lanes. Solid waste collection points will be provided within the street right-of-way where dead end alleys or private lanes intersect with public streets. The locations and design will be addressed in the Part 2 phase of the City's Subdivision process.

CIVITAS
1200 Bannock St.
Denver, CO 80204
Tel. 303 571.0053
Fax 303 425.0438

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DATE: 3-14-22
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JOB NO. 2-20-32

PIKES PEAK PARK PLANNED UNIT DEVELOPMENT

CITY OF PUEBLO, STATE OF COLORADO

1st submittal: September 7, 2021
2nd submittal: November 30, 2021
3rd submittal: December 23, 2021
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Accessory Dwelling Units (ADU)

Accessory Dwelling Units shall be allowed over separated parking garages located along private lanes or alleys. The following guidelines apply.

- Only one Accessory Dwelling Unit is allowed on a same lot as a primary dwelling unit.
- Mobile homes, recreational vehicles, sheds and trailers shall not be used as Accessory Dwelling Unit.
- Accessory Dwelling Units shall be owned and maintained under the same ownership of the primary structure.
- An Accessory Dwelling Unit shall not be sold apart from the primary structure.
- Designed in an architectural style compatible with the primary structure.
- Include a covered stair leading to the unit.
- Minimum of 400 square feet floor area, and living area with a clear ceiling height greater than 4 ft minimum, but where more than half of the space is 7 ft or greater.
- An Accessory Dwelling Units will count as dwelling units for the purpose of determining parking requirements. Parking for ADUs must be provided on the same lot with the primary structure and will not be located in a separate "common" parking lot away from the ADU location.

E. LANDSCAPE DESIGN STANDARDS

Intent

The following standards are intended to establish the framework for a low-water, low-maintenance landscape composed of native and adapted plants which provide year-round color and interest. The landscape design shall adhere to Pueblo Municipal Code unless otherwise noted below.

Streetscape

- Trees shall be 2.5" caliper minimum size spaced at 35' maximum O.C. (or an average of one tree per 35 linear feet)
- Shrubs shall be #3 container minimum size spaced at 5' maximum O.C. (or an average of one shrub per 25 square feet)
- Perennials and Ornamental Grasses shall be #1 container minimum size spaced at 48" maximum O.C. (or an average of one plant per 15 square feet)
- Nonliving Landscape Material such as rock mulch, wood mulch, or gravel shall account for no more than 40% of the required landscape area as measured by the following:
  - 5 gal plants cover 25 square feet
  - 3 gal plants cover 9 square feet
  - 1 gal plants cover 3 square feet

Parking Lots

Planting interior to parking lots shall meet or exceed Pueblo Municipal Code as amended.

Surface parking lots shall be set back a minimum of ten feet from the public right-of-way or property line to provide space for a continuous landscape buffer zone. Parking lots shall be visually screened from the public right-of-way, open space, and adjacent property by one or more of the following methods:

- A continuous landscaped buffer zone consisting of an architectural berm between 18” and 36” high with a maximum slope of 3:1 planted with shrubs or drought tolerant grasses planted at a maximum of 3 feet on center in a triangular pattern.
- A continuous landscaped buffer zone that includes a minimum six-foot wide screening layer consisting of shrubs and grasses planted a maximum of 3 feet on center in a triangular pattern with a mature height of at least 36 inch high. Ornamental, tall grasses may be substituted for up to 30% of the shrubs within the screening layer subject to approval by the DRB.

F. RESIDENTIAL LOT STANDARDS

	Single family Attached/ Rear-loaded[1]	Single family Detached/ Rear-loaded, Shallow lot[1]	Single family Detached/ Rear-loaded, Deep lot[1]	Single family Detached/ Front-loaded[1]	Multi-family Residential
Min. Lot area (square feet)	1,500	2,500	3,100	4,000	n/a
Min. Lot width (feet)	22	35	35	45	n/a
Max. Coverage of Lot (%)[2]	75	60	60	50	n/a
Principal Building Setback (feet) [3]					
Front Yard (min/max) [6]	15/20	15/20	15/20	15/20	15/20
Min. Side Yard	5	5	5	5	20
Min. Rear Yard /from Alley	5	5	5	15	15
Min. Side Yard along a street	10	10	10	10	10
Setback from 24th St.(min/max)	20	20	20	n/a	20
Garage Setback (feet) [3][4]					
Min. Front	n/a	n/a	n/a	20[5]	20
Rear(20' alley/private lane)	5[8]	5[8]	5[8]	n/a	10
Min. Side Yard	5	5	5	5	20
Min. Side Yard along a street	10	10	10	10	10
Max building height (stories)	3 [9]	3 [9]	3 [9]	3 [9]	4 [10]

(1) Conceptual lot layouts of each product type are shown on page 10, Single-family Lot Configurations.
(2) Garage is included in building coverage.
(3) All setbacks shall be measured from property line.
(4) The minimum size for a garage with two parking spaces is 22' wide by 22' depth for all single family homes.
(5) Garage shall be placed minimum of 5' behind principle structure.
(6) 20' setback along the 24th St, and 15' setback for all other neighborhood street.
(7) Front porch is allowed to encroach up to 6' into front setback.
(8) All lots adjacent to the dead end of an alley or private lane must provide a 20' rear-yard setback for all structures on the lot.
(9) Single-family detached and single-family attached residences shall have a maximum building height of three stories, not to exceed 30' measured from the grade plane. Refer to 2015 International Fire Code, Section D105.
(10) Multifamily, Commercial, or mixed-use buildings shall have maximum building height of four stories and will need to comply with providing the 26' clear zone adjacent to the building to accommodate fire apparatus. Refer to 2015 International Fire Code, Section D105.

G. BULK STANDARD FOR MIXED-USE RESIDENTIAL OR COMMERCIAL

Max. F.A.R.	0.5
Min. Lot Size	n/a
Min. Lot Depth	n/a
Min. Lot Frontage	n/a
Building Setback (feet)	
Setback from 24th St.	20'
Setback from Sun Mountain Blvd (min/max)[1]	5'/10'
Setback from Park, Plaza or Linear Park (min/max)	0'/10'
Min. Building Height	18'

(1) Amount of setback should be considered in coordination with type of retail space and public realm design to allow potential for outdoor cafe seating or amenity space to create an active streetscape experience.

H. PARKING STANDARDS

Minimum parking requirement	
Townhouse/Paired homes	1.0/du
Single Family Detached	2.0/du
Accessory Dwelling Units (ADU)	1.0/du
Multi-family Residential	1.25/du
Retail	5/1,000 gsf
Restaurant / Bar	7.5/1,000 gsf
Professional / Medical office	2.5/1,000 gsf
Community Center	5/1,000 gsf

(1) Parking calculations for mixed-use development shall be calculated as the sum of minimum parking requirements for each type of proposed use included in the facility(-ies) being constructed.

CIVITAS
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PIKES PEAK PARK PLANNED UNIT DEVELOPMENT

CITY OF PUEBLO, STATE OF COLORADO

1st submittal: September 7, 2021
2nd submittal: November 30, 2021
3rd submittal: December 23, 2021
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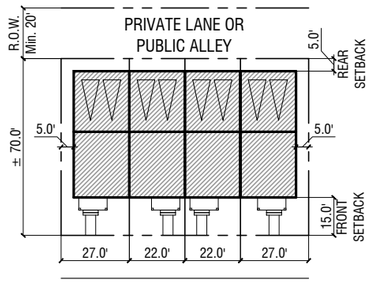
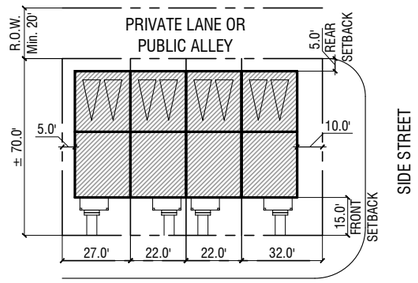
A. SINGLE-FAMILY ATTACHED / REAR-LOADED::

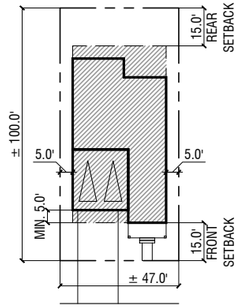


PRIMARY STREET

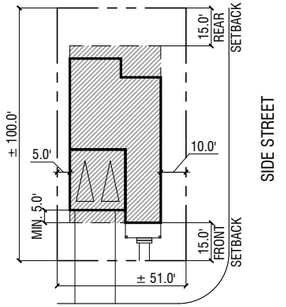


PRIMARY STREET

B. SINGLE-FAMILY DETACHED / FRONT-LOADED::

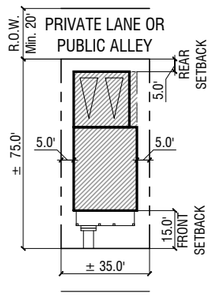


PRIMARY STREET

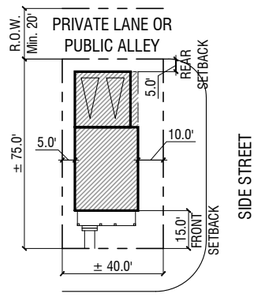


PRIMARY STREET

C. SINGLE-FAMILY DETACHED / REAR-LOADED: SHALLOW LOT::

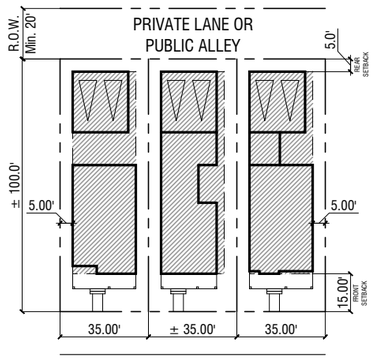


PRIMARY STREET

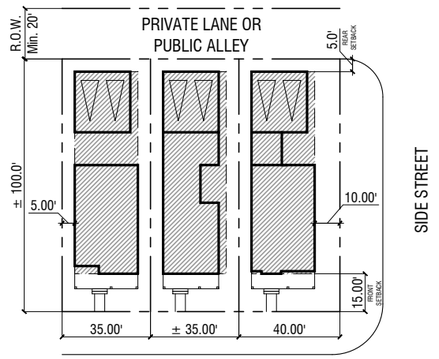


PRIMARY STREET

D. SINGLE-FAMILY DETACHED / REAR-LOADED: DEEP LOT::

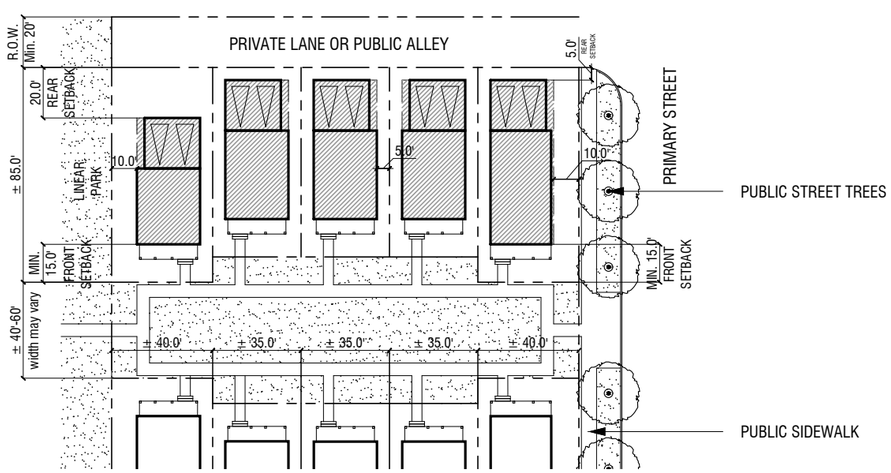


PRIMARY STREET



PRIMARY STREET

E. SINGLE-FAMILY DETACHED / REAR-LOADED: GREEN COURT LOT::



LEGEND ::

- PROPERTY LINE
- CONCEPTUAL CURB LINE
- BUILDABLE AREA
- DETACHED/ATTACHED GARAGE SPACE

NOTE ::

1. Lot configurations represent minimum lot sizes.
2. Front porch is allowed to encroach up to 6' into front setback.
3. The minimum size for a garage with two parking spaces is 22' wide by 22' depth for all single family homes.
4. Building footprints shown are diagrammatic.
5. All lots adjacent to the dead end of an alley or private lane must provide a 20' rear-yard setback for all structures on the lot.

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TITLE: SINGLE-FAMILY LOT CONFIGURATIONS		
SCALE: 1"=60'	DRAWN BY: S.C.	PAGE 10 OF 13
DATE: 3-14-22	CHECKED BY: C.W.P.	JOB NO. 2-20-32

PIKES PEAK PARK PLANNED UNIT DEVELOPMENT

CITY OF PUEBLO, STATE OF COLORADO

1st submittal: September 7, 2021
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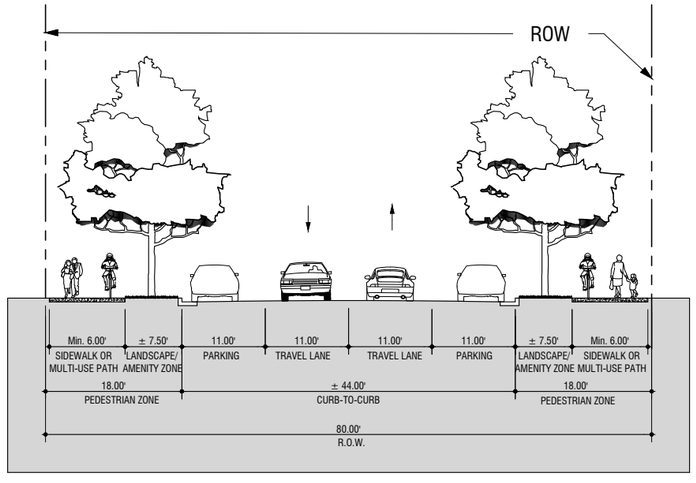
A. SUN MOUNTAIN BLVD ::

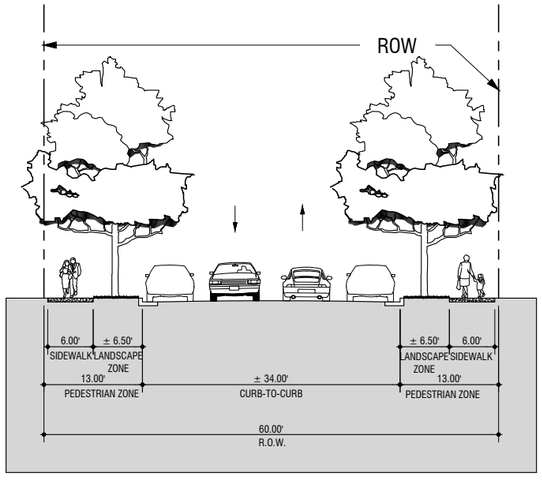
Land Use	Mixed-use, Single-family attached
Function	Primary collector roadway within the neighborhood
Speed Limits	25 to 35 mph
Roadway Width	44'
ROW	80'
On-street Parking	On-street parking both sides of street
Off-street Parking	Adjacent properties must comply with zone district regulations
Sidewalk	6' minimum detached sidewalk
Curb	Vertical curb
Road Segment Length	125' minimum, 1,320' maximum
Emergency Access	Must retain min. 20' wide clearance for fire access. Min. 26' wide clearance shall be required where adjacent buildings' height are greater than 30' per 2015 IFC, Section 105D.
Allowable Design	Rear-loaded single family residences can face Sun Mountain Blvd. Driveway access to individual residential lots are not permitted. When additional space is needed to accommodate additional travel or turn lanes, on-street parking may be prohibited. Sun Mountain Blvd cannot dead end and must intersect with other roadways.



Two travel lanes / On-street parking on both sides of street / Multi-use path on both sides
Curb extensions allowed at pedestrian crossing in lieu of on-street parking at intersections.
*see note 1 on this sheet.

B. NEIGHBORHOOD LOCAL STREET ::

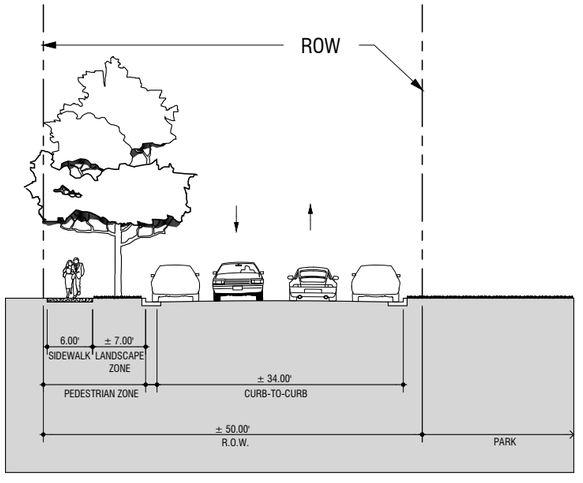
Land Use	Residential
Function	Access to and through residential areas
Speed Limits	20 to 25 mph
Roadway Width	34'
ROW	60'
On-street Parking	On-street parking both sides of street
Off-street Parking	2 spaces per platted lot
Sidewalk	6' minimum detached sidewalk
Curb	Vertical curb
Road Segment Length	125' minimum, 660' maximum
Emergency Access	Must retain min. 20' wide clearance for fire access. Min. 26' wide clearance shall be required where adjacent buildings' height are greater than 30' per 2015 IFC, Section 105D.
Allowable Design	Street may dead end in a cul-de-sac (maximum cul-de-sac length is 660').



Two travel lanes / On-street parking on both sides of street
*see note 1 on this sheet.

C. NEIGHBORHOOD PARK STREET ::

Land Use	Residential
Function	Access to and through residential areas
Speed Limits	20 to 25 mph
Roadway Width	34'
ROW	60'
On-street Parking	On-street parking both sides of street
Off-street Parking	2 spaces per platted lot
Sidewalk	6' minimum detached sidewalk
Curb	Vertical curb
Road Segment Length	125' minimum, 660' maximum
Emergency Access	Must retain min. 20' wide clearance for fire access. Min. 26' wide clearance shall be required where adjacent buildings' height are greater than 30' per 2015 IFC, Section 105D.
Allowable Design	Street may dead end in a cul-de-sac (maximum cul-de-sac length is 660'). Neighborhood Park street to provide sidewalk and landscape zone on one side of street opposite of a park.



Two travel lanes / On-street parking on both sides of street
*see notes 1 and 2 on this sheet.

NOTES ::

1. All street sections are conceptual. Final design and lane configuration will be determined during the Part 2 phase of the City's Subdivision process.
2. A 50' park street is only allowed adjacent to a linear park. A combined sidewalk/multi-use trail will be located within the park tract in lieu of sidewalk along the street. ADA access to be provided that connects intersection curb ramps to multi-use trail.

CIVITAS
1200 Bannock St.
Denver, CO 80204
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TITLE: STREET SECTIONS / DESIGN STANDARDS
SCALE: 1"=20'
DRAWN BY: S.C.
PAGE 11 OF 13
DATE: 3-14-22
CHECKED BY: C.W.P.
JOB NO. 2-20-32

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CITY OF PUEBLO, STATE OF COLORADO

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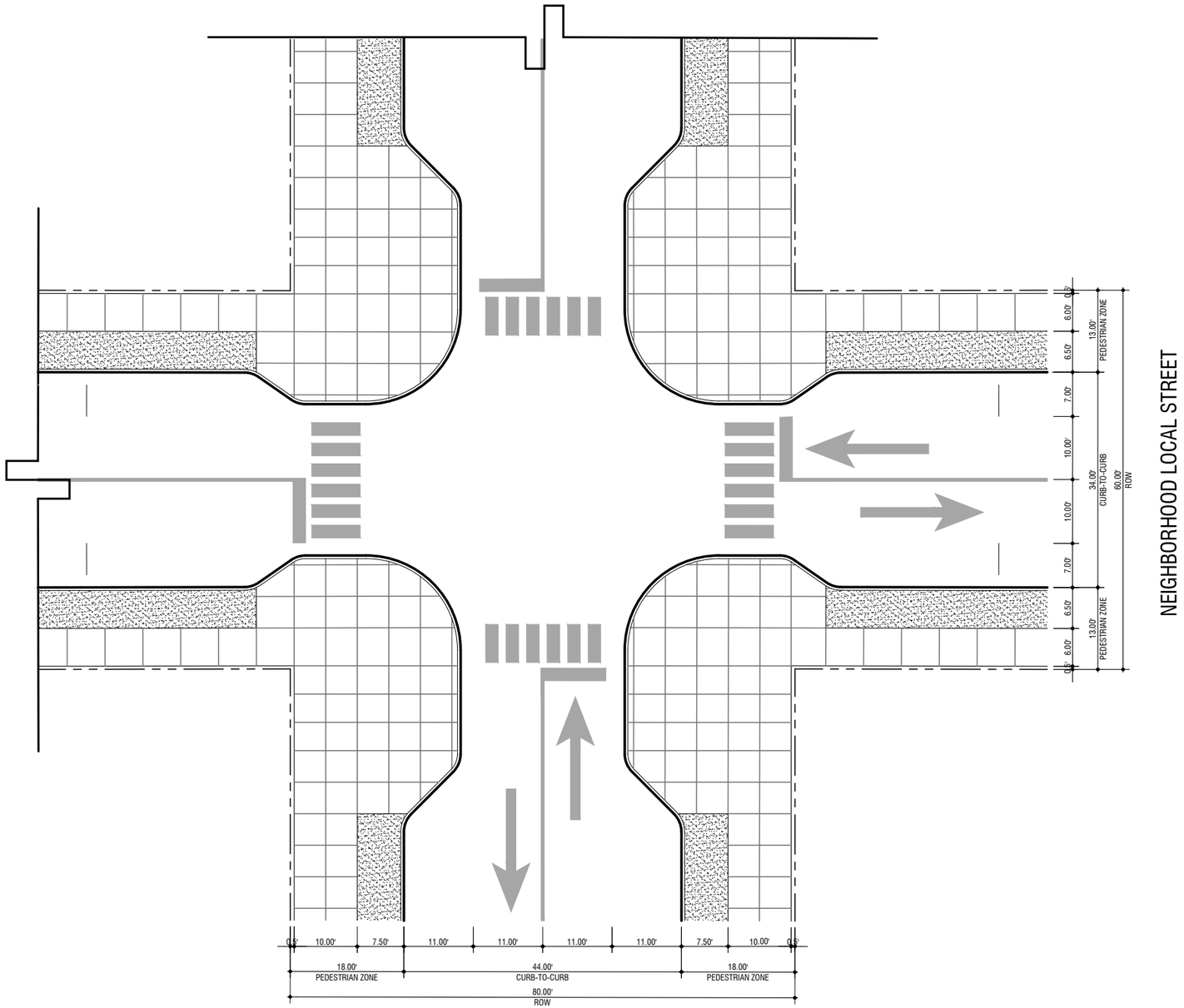
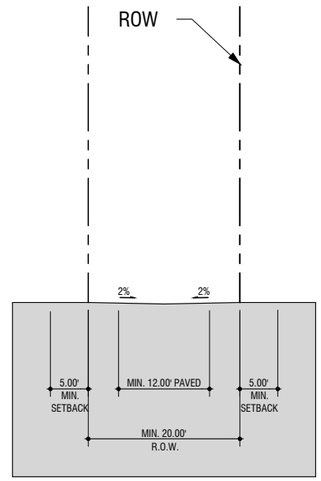


SUN MOUNTAIN BLVD

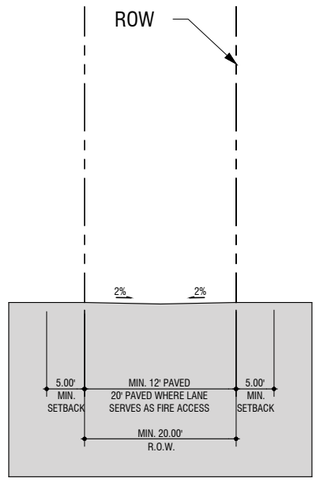
D. CONCEPTUAL SUN MOUNTAIN BLVD AND LOCAL STREET INTERSECTION::

Two travel lanes / On-street parking on both sides of street / Multi-use path on both sides
*see note 1 on this sheet.



E. PUBLIC ALLEY::

*see note 1 on this sheet.



F. PRIVATE LANE::

*see notes 1 on this sheet.

NOTES ::

1. All street sections are conceptual. Final design and lane configuration will be determined during the Part 2 phase of the City's Subdivision process.
2. All lots adjacent to the dead end of an alley or private lane must provide a 20' rear-yard setback for all structures on the lot.

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Denver, CO 80204
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TITLE: STREET SECTIONS / INTERSECTION		
SCALE: 1"=20'	DRAWN BY: S.C.	PAGE 12 OF 13
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Barbara Huber
Fire Chief

Chris Harner
Deputy Fire Chief

Fire Inspectors
Erik Duran
Paul Haley

city of PUEBLO colorado

Fire Department

1551 Bonforte Blvd.
Pueblo, CO 81001
Phone (719) 553-2830
www.pueblo.us/fire

January 14, 2022

Chris Parezo
Principal
Civitas, Inc.
1200 Bannock Street
Denver, CO 80204

RE: Request for Variance to Table D103.4 Requirements for Dead-End Fire Apparatus Access Roads, associated with Pikes Peak Park PUD. [Application Number: Z-21-16]

To Whom it may concern,

A written document and site plan exhibit have been received from Civitas, Inc., dated January 10, 2022. It requests that the Pueblo Fire Department grant a variance of the International Fire Code requirements, as adopted by the Pueblo Municipal Code. Specifically, a variance to not provide the required turnaround options for dead-end access roads that are greater than 150 feet in length for this development.

2015 IFC - Appendix D

D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4.

TABLE D103.4
REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20	None required
151-500	20	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
501-750	26	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750		Special approval required

For SI: 1 foot = 304.8 mm.

The Pueblo Fire Department has taken the above indicated documents into consideration as well as the site development, building construction, and proposed occupancy therein. It has been decided to approve the submitted plan and request for variance with the following conditions:

(1) Approval for eliminating the required turnaround options for fire apparatus access roads exceeding 150 feet will only occur this one instance for this development. Specifically, the following roadways:

- Fire apparatus access road [Parcel "E"] for Blocks 7 & 8 exceeds 150 ft (approx. 180 ft)

Barbara Huber
Fire Chief

Chris Harner
Deputy Fire Chief

Fire Inspectors
Erik Duran
Paul Haley

city of PUEBLO colorado

Fire Department

1551 Bonforte Blvd.
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- Fire apparatus access road [Parcel "G"] for Blocks 9 & 10 exceeds 150 ft (approx. 80 ft)
- Fire apparatus access road [Parcel "K"] for Blocks 14 & 15 exceeds 150 ft (approx. 190 ft)

(2) Any future plan submittals for this development shall include roadways designed to meet the requirements within *Appendix D: Fire Apparatus Access Roads* of the International Fire Code (2015 edition or newer) as written and adopted.

Sincerely,

Barbara Huber

Fire Chief
Pueblo City Fire Department

CIVI TAS

January 10, 2022

Barbara Huber
Fire Chief
Pueblo Fire Department

Re: **Exhibit for Fire Access / Public Alley**
Application Number: Z-21-16

Dear Ms. Huber,

Thank you again for you and your team's time discussing the vision for Pikes Peak Park and taking the time to educate our team about your specific needs regarding fire access and safety. One of our priorities is to create an affordable and inclusive neighborhood that prioritizes the health and wellbeing of residents. Fire safety and access is paramount to this goal.

Our design has several 'Green-Courts' which involve clustering small lot single family homes around a common 'green-court' or small park. As such, these homes to not front traditional public rights-of-way or streets. Garages are located at the rear of the home and accessed by a public alley. We believe that the access turn around required by D103.4 for fire access lanes greater than 150' will negatively impact our public park design and add additional costs to these affordable homes.

We are writing to request a variance to Table D103.4 Requirements for Dead-End Fire Apparatus Access Roads. Specifically, we are requesting a variance for the required turnaround for dead-end access roads that are greater than 150'. We believe we have developed creative solutions that will fulfil Pueblo Fire Departments' access requirements while maintaining the overarching design intent for the Pikes Peak Park Neighborhood. These design elements are as follows.

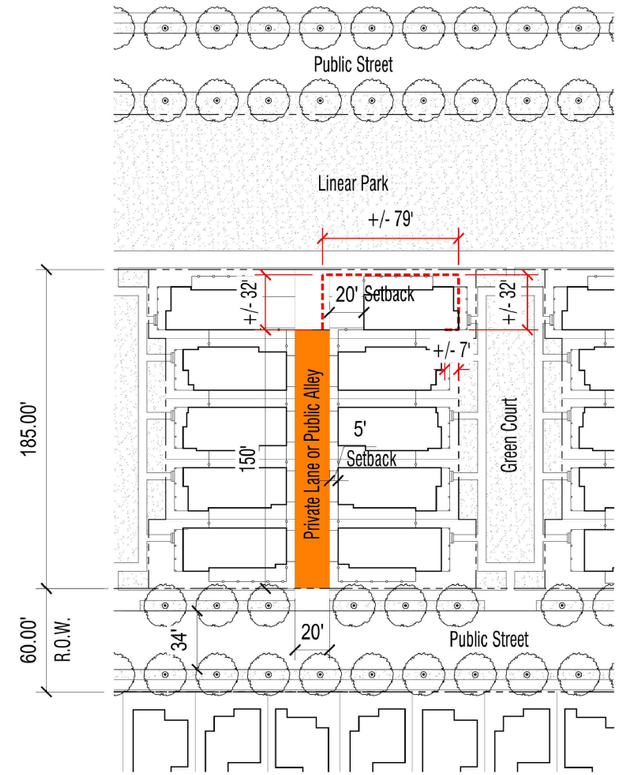
- Structures that do not front on a traditional public right-of-way or street will be serviced by a 20' wide paved public alley which will also serve as a fire access lane for the first 150' of the alley.
- Garages will be set-back 5' from the edge of the alley/fire access lane.
- All points of the structure on the last lot at the end of the 150' fire access lane will be reachable within the required 150' hose pull length.
- Fire hydrants will be located within 400' of the last structure, along the fire access route.

Please see the Fire Access Exhibit attached that diagrams the points above.
We appreciate your willingness to review this variance request.
Please feel free to reach out with any further questions.

Sincerely,

Chris Parezo
Principal

303.571.0053
CIVITASINC.COM
1200 BANNOCK ST.
DENVER, CO



- Total hose pull length: +/- 150' from private lane or public alley.

PIKES PEAK PARK | Fire Access Exhibit

N

1/10/2022

CIVI TAS

CIVI TAS
1200 Bannock St.
Denver, CO 80204
Tel. 303 571.0053
Fax 303 425.0438

TITLE: VARIANCES		
SCALE:	DRAWN BY: S.C.	PAGE 13 OF 13
DATE: 3-14-22	CHECKED BY: C.W.P.	JOB NO. 2-20-32

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

v

MINUTES OF PLANNING AND ZONING COMMISSION PUBLIC HEARING AND WORKSESSION

City of Pueblo, Colorado
Wednesday, March 23, 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 3:39 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, Christopher Pasternak, Sarah Martinez, and Lisa Bailey.

Commissioners Absent: Alexandra Aznar

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Danielle Baxter, Planner; Andrew Hayes, Public Works Director, Melanie Turner, Transportation Engineer.

APPROVAL OF AGENDA

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

Motion passed 6-0, Aznar Absent

PUBLIC MEETING AND ACTION

Regular Agenda

1a. Z-21-16 Rezoning: Pikes Peak Park PUD Development Guide.

Staff report Beritt Odom, Principal Planner

BACKGROUND:

NeighborWorks of Southern Colorado purchased the Foothills Subdivision and is requesting to rezone, vacate rights-of-way/easements and re-subdivide to facilitate the development of a mixed-use neighborhood that offers a variety of housing options and commercial services to residents. According to NeighborWorks, the Pikes Peak Park community will offer "permanently affordable housing with access to childcare, healthcare services, food access services, small grocery/farmers market, restaurants, offices, and cultural facilities to support a walkable, ten-minute neighborhood." Pikes Peak Park PUD, proposes to introduce small residential lots accessed by private drives that face green-spaces, intermixed with more traditional larger-lot residential development, multifamily development, and commercial nodes along W. 24th Street and Sun Mountain Blvd. The previous Foothills Subdivision (approved in 2000) was intended for development of manufactured homes and one commercial node west of what was previously Spaulding Ave and is now Sun Mountain Blvd.

Per the Planned Unit Development Zone District Regulations, a development guide has been submitted which contains information as required by Section 17-8-6, of the Pueblo Municipal Code.

According to the Pikes Peak Park PUD Development Guide, the proposed development will be a "social, economic, and environmentally Resilient Community." The Development Guide goes on to state that a variety of complimentary uses "within walking and cycling distance from one another" "will decrease reliance on the automobile." Therefore, the PUD contains provisions for single-family development on narrow and shallow lots creating a dense residential fabric with a maximum of 619 residential dwelling units and 446 Commercial Mixed-Use dwelling units. The maximum gross density is 12 dwelling units per acre and 20 commercial mixed-use units per acre.

Residential Development Standards:

Pikes Peak Park proposes six types of residential development, multifamily, and accessory dwelling units:

1. Single-family attached;
2. Single-family detached, rear-loaded, shallow lot;
3. Single-family detached rear-loaded, deep lot;
4. Single-family detached front loaded;.
5. Multifamily with three or more units; and
6. Accessory dwelling units

Single-Family Attached

The smallest proposed lots, 20-foot width and a total area of 1,400 square feet, must be developed with attached single-family homes and be rear-loaded (garage or surface parking for the home will be provided adjacent to the rear lot line). Single-family attached homes allow a maximum lot coverage of 75-percent, minimum 15-foot front yard setbacks, minimum 10-foot side-yard setbacks adjacent to a public right-of-way; 5-foot side-yard setbacks when not adjacent

to a public right-of-way: and five-foot rear-yard setback. All single-family attached structures must provide one on-site parking space per dwelling unit.

Single-Family Detached Rear-Loaded Shallow and Deep Lots

Yard and bulk standards for single-family detached, rear-loaded shallow and deep lots are the same. Single-family detached structures on 35-foot-wide lots allow 60-percent lot coverage, require a minimum front-yard setback of 15-feet, five-foot side-yard setback; 10-foot side-yard setback, adjacent to a public right-of-way; and a 5-foot rear-yard setback. Single-family detached structures located on 35-foot-wide lots may face a "green-court" and are accessed by a 20-foot wide dead-end "alley," adjacent to the rear lot line. All structures have a maximum height of two-stories. All detached single-family dwelling units must provide two on-site parking spaces, covered, or uncovered, per dwelling unit.

Single-Family Detached Front-Loaded

Lots with a minimum width of 45-feet are front-loaded from the street and allow for 50-percent lot coverage. Setbacks on 45-foot-wide lots include a minimum 15-foot front-yard setback, 5-foot side-yard setback, 10-foot side yard setback adjacent to a street; and a 15-foot rear-yard setback for the principal structure. All dwelling units must provide two on-site parking spaces, covered, or uncovered, per dwelling unit. All structures have a maximum height of two-stories.

Multifamily (three of more units)

Multifamily residential standards include a 20-foot front-yard setback, 20-foot side-yard setback for the principal structure, 10-foot side-yard setback for garages, and a 10-foot rear-yard setback. The maximum height for multifamily residential structures is three stories. Each multifamily residential structure, to include mixed-use structures must provide 1.25 on-site parking spaces per dwelling unit.

Accessory Dwelling Units

Accessory dwelling units, (ADU) are allowed "over separated parking garages located along private lanes or alleys," and must be developed according to guidelines established by the PUD development guide. The guidelines state that the ADU cannot be sold separately from the principal structure, must be architecturally compatible with the principal structure, have a minimum living area of 400 square feet, meet a minimum ceiling height, and have a covered stair landing. Mobile homes, recreational vehicles/trailers, and sheds may not serve as an ADU. All ADU structures must have one on-site parking space per unit.

All residential development must follow development design guidelines established by the PUD that require, specific building materials, and front porches (on single-family developments). The PUD states that residential development will allow a mixture of housing designs and should follow best practices in architectural design and construction technology; however, specifics of design are not provided within the PUD.

Fire Station/Schools:

The proposed PUD includes provisions for the development of a fire station along the western boundary of the development. No new school sites are proposed for the development, the PUD states that the Chavez-Huerta Preparatory Academy is conveniently located within walking distance of Pikes Peak Park and "work with school district to allow for preferred enrollment status for Pikes Peak Park children." It is unclear who is responsible for working with Chavez-Huerta and whether "preferred enrollment" is a possibility.

Land Uses:
The Pikes Peak Park lists land uses for the two designated planning areas, the Residential Planning Area, and the Commercial Mixed-Use Planning Area. The Residential Planning Area is located within the northern portion of the site, east and west of Sun Mountain Blvd. The Commercial Mixed-Use Planning Area is located adjacent to W. 24th Street, east and west of Sun Mountain Blvd.

Proposed land uses withing the Residential Planning Area include permitted, conditional, and restricted uses. The PUD states that conditional uses must meet applicable conditions contained within the City Municipal Ordinances as determined by the Design Review Board and the Land Use Administrator. The PUD further states that the Design Review Board is required to send a letter of recommendation to the Land Use Administrator recommending approval.

Permitted uses within the Residential Planning Area generally include, single-family residential, paired housing (duplexes), co-housing, community center, parking lot solar array, triplex, fourplex, townhomes, childcare homes, and accessory dwelling units. The conditional uses include, bed and breakfast homes and inns, childcare center, food trucks, home based business, mobile food unit. Restricted uses include short-term, 3rd party rentals and uses not expressly permitted or allowed by conditional use permit.

Permitted uses within the Commercial Mixed-Use Planning Area generally include retail, service, office, multifamily residential and mixed-use (multifamily residential and commercial uses located within the same structure). Permitted and conditional uses within the Commercial Mixed-Use Planning Areas, follow the same approval process as those within the Residential Planning Area. Restricted uses include short-term, 3rd party rentals and uses not expressly permitted or allowed by conditional use permit.

Development Design Guidelines:
The PUD Development Guide includes general architectural requirements for multifamily and mixed-use structures, commercial, and single-family residential development.
<u>Design Guidelines for Multifamily, mixed-use, and commercial design guidelines include the following provisions:</u>

1. Site Design-regulations pertaining to the location of parking lots, screening of mechanical and service functions, and landscaping.
2. Building Character-regulations for projections and recesses, windows, entries, awnings, color, texture, materials, etc.
3. Relationship of Buildings to Street-regulations encouraging the entry of structures to be oriented to the street (with the exception of residential units that front a green-space).
4. Massing, Form/Scale-requirements for façade articulation.
5. Signage-multifamily and mixed use must follow the R-5 and R-6 sign regulations for non-commercial development. Signage for commercial development must follow the R-5 and R-6 non-residential sign standards.
6. Open Space-multifamily, mixed use, and commercial development must have common landscaped outdoor space that generally includes pedestrian connections, lighting, street furniture.

<u>Design Guidelines for Single-Family Residential Development:</u>

1. Architectural Design-provisions for quality architecture and a range of architectural styles while insuring attainable housing.
2. Porches and Front Doors-requirements for columns, railings, and other details; encouragement of wrap-around porches.
3. Front Loaded Lots (garages accessed from streets)-encouragement for garage doors to be stepped back and paved on-site parking.
4. Building Materials-regulations pertaining to allowable materials (stucco, natural stone, brick, wood, architectural fiber cement panels, architectural metal panels), where material changes may occur, and the prohibition of vinyl, EIFS and tilt up concrete panels.
5. Roof Design-allowance of sloping, gable, hip, pyramid hip, mansard, gambrel/butterfly, or flat; materials consisting of asphalt shingle, slate, tile, or metal.

Landscaping:
All landscaping will conform to the municipal code, Section 17-4-7, with the additional requirements related to plant size, coverage calculations and low water/maintenance plantings.

Signs:
Signs for multifamily residential and mixed-use development will follow the Pueblo Municipal Code regulations for residential and non-residential uses in the R-6, Multiple-residential and Commercial District. Signs for commercial development will follow the Pueblo Municipal Code regulations for commercial zone districts (B-1, B-2, B-3, B-4, B-P…). Signs for single family residential will follow the Pueblo Municipal Code regulations for residential signs.

Park:
The Pikes Peak Park PUD Development Guide states that a minimum of eight percent of the land area, in a residential subdivision, is dedicated for use as parks and recreational facilities according to section 12-4-7, (e), of the Pueblo Municipal Code. According to the PUD, park land will be dedicated to the Metro District and be developed and maintained by the Metro District. Section 12-4-7, (e), also allows the subdivider to make a cash payment in lieu of land dedication. According to the Municipal Code, the cash payment is made to the City.

Street and Alley/Private Drive Standards:
Pikes Peak Park PUD includes standards for three types of street development, Future Neighborhood Connector Street, Neighborhood Local Street, and Neighborhood Park Street.

1. Neighborhood Connector Street provides three to five additional feet in sidewalk width and greater emergency access than the City's standard Neighborhood Collector roadway classification.
2. Neighborhood Local Street provides two additional feet of roadway width and one additional foot in sidewalk width compared to the City's standard Neighborhood Local Street.
3. Neighborhood Park Street is similar to the Neighborhood Local Street and the City's standard Neighborhood Local Street with the exception that the sidewalk and landscape zone may be located on one side of the street opposite of a park.

Pikes Peak Park also allows for single-family attached and detached homes to be accessed from a public alley or private lane. Both the alley and private lane have a 20-foot width, the alley requires a 12-foot-wide paved surface, and the lane requires the full width to be paved. The Pikes Peak Park, Filing No. 1 Subdivision proposes multiple instances of residential structures being

accessed only from a private lane with a dead end and no provisions for vehicle turn arounds; therefore, the residential lots located at the end of a dead-end alley must provide a 20-foot setback to allow vehicles to turn around and exit the alley or lane without backing into traffic. The City of Pueblo Fire Department granted a variance to the vehicle turn-around requirements for Parcels E, G, and K of the Pikes Peak Park, Filing No. 1 Subdivision. Future residential development accessed by alleys or private lanes will have to provide a turnaround or request additional variances from the Fire Code.

Refuse Collection:
The Pikes Peak Park PUD Development guide states that the Pikes Peak Park Metro District will work directly with a private trash collection company to establish trash collection protocol for "Green court residential products with Private Lanes". The PUD states further that solid waste collection points will be provided within the street right-of-way where dead end alleys or private lanes intersect with public streets. This will reduce congestion within the narrow private lanes and prevent trash trucks from backing into the right of way.

Parking:
Pikes Peak Park proposes reduced parking standards for multifamily residential, retail, restaurant/bar, professional/medical office, and community center uses. The reduction is intended to be no more than 50-percent of what the Municipal Code requires. However, the parking standard for Restaurant/Bar does not meet the 50-percent of municipal code standard. Staff recommends a condition of the PUD approval that the parking space requirement for restaurant/bar be increased by 1.5 spaces totaling 7.5 spaces per 1,000 gross square feet of seating area. The applicant justifies the parking reduction, by stating that the Pikes Peak Park Development is a mixed-use and mixed-income community that co-locates permanently affordable housing with access to services and goods within a "walkable, ten-minute neighborhood." Parking requirements for single-family residential structures is higher than the municipal code because the PUD allows residences to have reduced front-yard setbacks and lot widths; therefore, each residence is limited in its capacity to park vehicles. All single-family residences must provide two off-street parking spaces as opposed to one.

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 Pikes Peak Park PUD Development guide allows for high density residential and a comingling of commercial uses that serve the neighborhood. Adjacent residential development to the south consists of manufactured homes of an average density between 4-7 units per acre. Development further to the south along Westview Drive is approximately 5.4 units per acre. Development Commercial uses within the PUD are restricted to the areas north of W. 24th Street and on either side of the future Sun Mountain Blvd. A detailed listing of the

specific land uses, which are allowed by right and by conditional review, are found in the Development Guide.

(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 proposed Pikes Peak Park includes a mixture of residential and commercial uses. Residential uses include single-family detached, single-family attached, multifamily residential and mixed use residential. The PUD allows a maximum of 1,065 dwelling units, with a total density of 13.48 units per acre, which is much higher than the maximum density of 7 units per acre as recommended by the Comprehensive Plan amended in 2014. The proposed Pueblo Regional Comprehensive Plan, 2022, also designates the subject site as Urban Neighborhood but allows for densities between 6-16 units per acre. Proposed commercial uses are located adjacent to W. 24th Street and Sun Mountain Blvd. West 24th Street is a Principal Arterial, and the future Sun Mountain Blvd is classified as a Minor Arterial, which conforms to the Comprehensive Plan.

The proposed Pikes Peak Park PUD Development Guide is consistent with the provisions for neighborhood commercial servicing the surrounding residential neighborhood. The proposed density within the PUD is significantly higher than what is stated as an appropriate density within the current Comprehensive Plan, but the proposed density is within the range proposed in the 2022 Comprehensive Plan that has been recommended for approval by the Planning & Zoning Commission.

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

Staff Analysis of Finding #3

According to the Pikes Peak Park PUD Development Guide the proposed development will provide a range of "affordable and attainable housing products." The development will also include ample open space and trail corridors for residents to enjoy. The intent of the parks and trails is to provide a network of space that connect neighborhoods to the regional open space corridors and preserve view corridors. Finally, the southern portion of the development will allow for commercial development to service the residents of the community. All of the aforementioned uses are compatible with the Urban Residential Comprehensive Plan Designation.

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

Staff Analysis of Finding #4

The proposed mixed-use neighborhood is not anticipated to deprive neighboring property owners of any reasonable use of their property.

(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 is scheduled with the Planning and Zoning Commission and posted appropriately.

RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED** with conditions. Documents addressing the following conditions must be submitted for review and approval by Planning Department staff prior to recommending the PUD amendment to City Council for approval:

1. Provide a full legal description of the rezoning area in a digital word document.
2. Amend Restaurant/Bar parking requirement to "7.5/1,000 gsf" to meet, the agreed upon, 50-percent of Municipal Code parking standards in the Pikes Peak Park PUD (p. 9, Section H. Parking Standards).
3. Amend, Section A, p. 11, "Function" to read, "Primary collector roadway within the neighborhood."

Commissioner Castellucci, asked how many 20-foot lots are located in the proposed Pikes Peak Park Subdivision, Filing No. 1? Beritt Odom explained that the minimum 22-foot lots are reserved for single-family attached residences (townhomes) and are located south of Tahosa Lane and north of Chavanaux Lane on the proposed subdivision. Castellucci asked approximately how many 22-foot lots will be located in this subdivision? Odom stated close to 20-percent of the lots will be the smaller 22-foot lots. Castellucci asked how a two-car garage would fit on these lots and the maximum height to achieve the intended density. Odom stated that the maximum height for single-family is two-stories or 30-feet.

Spinuzzi asked if Parcel Q would be green space. Odom stated that Parcel Q is reserved for future development and that the commission should inquire with the applicant what the interim plans are for the parcel.

Bailey asked if the 20-90 lots would have side easements? Castellucci stated that they are attached townhomes. Each home is accessed from an alley and that is where the green space is that sits adjacent. Odom stated that she is not sure that they sit adjacent to greens space and to inquire with the applicant.

Castellucci asked Andrew Hayes, Public Works Director, asked about the narrow roadways and limited parking. Hayes stated that Public Works and Transportation worked with the applicant to mitigate some circulation and parking concerns. Hayes stated that there are some functional concerns related to dead end alleys fronting green space. Concerns stem from the possibility of large vehicles backing out of the private lanes such as delivery and garbage trucks with limited sight distance. Compromise is to provide garbage collection points at the ends of alleys to limit daily activity in the private lanes. The PUD also includes provisions for the Metropolitan District to contract with a single-service solid waste provider to limit daily activities in the private lanes.

The Fire Department provided a variance to allow the dead-ends with a length of over 150-feet. Sun Mountain classification, a mixed-use collector on the transportation plan. Three lane facility with parking on both sides and a center turn lane. The City and NeighborWorks have agreed upon a striping plan for Sun Mountain, that will allow it to stay two lanes until traffic increases warrant changes in striping and parking. Melanie Turner stated that the applicants requested a 30-foot roadway width; however, the City and NeighborWorks compromised on a 34-foot roadway width to seven-feet of parking on both sides of the road. Public Works will continue to work with the applicant to ensure livability of the neighborhood through the Part II subdivision phase.

HEARING:

Ashleigh Winans, NeighborWorks of Southern Colorado, 1241 E. Routt; Tamara Pleshek, NeighborWorks of Southern Colorado; applicants and Mike Cuppy, NorthStar Engineering, representing the applicants testified in favor of the rezoning request.

Castellucci asked Mike Cuppy why high density single-family on small lots was chosen as the preferred development in this area? How will the delivery trucks and parking be accommodated? Ashleigh Winans stated that NeighborWorks hired Civitas to develop the PUD and partner with NorthStar Engineering and Surveying to complete the vacation and subdivision request. Winans stated that the proposed Pikes Peak Park is modeled after the Painted Prairie Community in Aurora. Civitas Master Planned Painted Prairie, which won the National Neighborhood of the Year for the subdivision. They are pairing the small lot single-family development with shared equity, which is a new way to look at affordability. The smaller lots require less infrastructure costs. The Metro District shares the equity in the homes. The housing crisis has spurred innovative ways to develop housing. NeighborWorks has raised over $5 million in private money to develop the Pikes Peak Park community. Horizontal infrastructure costs are less with single-family residences on small lots. Winans went on to state that NeighborWorks has significant experience with development, they are currently developing Cruz Court on the westside with 24 new homes.

Castellucci expressed concerns that the small lot development with reduced parking availability may not appreciate in a similar fashion to other residential developments withing the City. Winans stated that future phases of residential development within Pikes Peak Park will include more traditional single-family development at market rate on larger lots. This will attract a mix of incomes into the neighborhood. Parcel Q will include front-loaded single-family residential development. Castellucci is concerned if there is a crisis similar to 2007, the loans on the homes may be more than they are worth, and the homes will fall into foreclosure leading to blight. Tamara Plesck stated, shared equity takes extreme measures with deed restrictions and consulted with leading experts on deed restrictions to make sure the program will not fail. NeighborWorks also has mitigating measures to help prevent foreclosure for individual homeowners. The Metro District will prevent blight.

The Planning Commission and NeighborWorks continue the discussion on shared equity and affordable housing.

Castellucci asked if the PUD rezoning is coupled with the subdivision. Scott Hobson stated that the rezoning and subdivision are separate.

Mike Cuppy stated that the initial plat covers the southeast corners of the property. The big lots will allow apartment development, which transitions to the townhomes, then small lot residential

(cluster) development fronting the green court, which saves on infrastructure costs. Finally, there will be traditional single-family on larger lots. The purpose was to include all housing types within the first subdivision filing. The PUD allows flexibility for housing types and design, it does not mean that all development will be very dense on small lots. If the small lots and townhomes do not sell the lots may be rearranged to create larger lots and larger homes. The PUD allows flexibility. Castellucci stated that he understands the intent of the walkable neighborhood; however, there are not enough opportunities for employment within walking distance of the neighborhood, therefore people will be driving cars. Discussion regarding the number of cars that homeowners may have followed.

Avalos stated that he likes the mixed income shared equity approach. He asked about the construction of the homes, will the homes have back doors, garages. Tamara stated that the houses will have back doors and garages. Avalos stated that previous affordable housing projects did not work well along Pueblo Blvd. Avalos stated that he anticipates the shared equity model will have a positive affect on home ownership and housing in Pueblo.

Spinuzzi asked if there will be regulations to limit the number of unrelated individuals living in a single-family residence. Tamara stated that the deed restrictions will limit the number of unrelated individuals living in a single-family residence.

Martinez asked if other communities with small lot single-family development have issues with EMR and solid waste accessing the communities? NeighborWorks and NorthStar stated that they were not aware of issues. Tamar stated that they visited Painted Prairie, and Central Park, neither one, seemed to have parking issues. Sarah asked if there would be public transportation service to the Pikes Peak Park development. Tamara stated that they have met with transportation, and they hope to have public transportation service in the community. Martinez asked how much the metro district fee would be? Ashleigh stated that it would be between $75 and $90 per lot, they are hoping that it will be less than mortgage insurance. Martinez asked if the Pikes Peak Park might be a future Urban Renewal District. Ashleigh stated that they are aware of the opportunity, but they have not explored the district yet.

Castellucci asked if the PUD contains regulations for Accessory Dwelling Units. Beritt Odom read the PUD Accessory Dwelling Unit regulations to the commission. Odom stated that the PUD will most likely be interpreted that the ADU is only located above the garage. The PUD states that both the principal structure and ADU have to be under single ownership; however, it does not prevent both units from being rented. The way the PUD is written it is unlikely that they will be allowed on front-loaded traditional single-family homes. The deed restrictions will not allow the principal structure from renting the unit. Additional ADU discussion followed.

No one spoke in support or opposition of this case.

COMMISSION ACTION:
Motion to **APPROVE** Z-21-16 with staff conditions made by Bailey, second by Avalos.

MOTION:

MOTION PASSED 5-1 (Castellucci dissenting, Aznar Absent)

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-21-16

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 23, 2022
SUBJECT:	Pikes Peak Park Planned Unit Development
APPLICANT:	Ashleigh Winans, NeighborWorks of Southern Colorado
PROPERTY OWNER:	Neighborhood Housing Services, DBA NeighborWorks of Southern Colorado
LOCATION:	Generally located north of W. 24th Street and east N. Pueblo Blvd.
EXISTING ZONE:	R-8, Manufactured Home Residential District and B-3, Highway and Arterial Business District.
PROPOSED ZONE:	Pikes Peak Park Planned Unit Development
CONCURRENT REQUESTS:	S-21-12 Pikes Peak Park Filing No. 1 V-21-04 Foothills Subdivision Street and Easement Vacation

REQUEST:
The applicant is requesting to rezone 73.93 79.01 acres to Pikes Peak Park PUD to facilitate a mixed-use community offering diverse residential housing options and commercial services for residents. The site is located east of N. Pueblo Blvd, north of W. 24th Street and is currently subdivided and zoned for manufactured home and commercial uses.

STAFF REVIEW AND BACKGROUND:

NeighborWorks of Southern Colorado purchased the Foothills Subdivision and is requesting to rezone, vacate rights-of-way/easements and re-subdivide to facilitate the development of a mixed-use neighborhood that offers a variety of housing options and commercial services to residents. According to NeighborWorks, the Pikes Peak Park community will offer "permanently affordable housing with access to childcare, healthcare services, food access services, small grocery/farmers market, restaurants, offices, and cultural facilities to support a walkable, ten-minute neighborhood." Pikes Peak Park PUD, proposes to introduce small residential lots accessed by private drives that face green-spaces, intermixed with more traditional larger-lot residential development, multifamily development and commercial nodes along W. 24th Street and Sun Mountain Blvd. The previous Foothills Subdivision (approved in 2000) was intended for development of manufactured homes and one commercial node west of what was previously Spaulding Ave and is now Sun Mountain Blvd.

Analysis of the Pikes Peak Park Planned Unit Development:
Per the Planned Unit Development Zone District Regulations, a development guide has been submitted which contains information as required by Section 17-8-6, of the Pueblo Municipal Code.

According to the Pikes Peak Park PUD Development Guide, the proposed development will be a "social, economic, and environmentally Resilient Community." The Development Guide goes on to state that a variety of complimentary uses "within walking and cycling distance from one another" "will decrease reliance on the automobile." Therefore, the PUD contains provisions for single-family development on narrow and shallow lots creating a dense residential fabric with a maximum of 619 residential dwelling units and 446 Commercial Mixed-Use dwelling units. The maximum gross density is 12 dwelling units per acre and 20 commercial mixed-use units per acre.

Residential Development Standards:
Pikes Peak Park proposes six types of residential development, multifamily, and accessory dwelling units:

1. Single-family attached;
2. Single-family detached, rear-loaded, shallow lot;
3. Single-family detached rear-loaded, deep lot;
4. Single-family detached front loaded;.
5. Multifamily with three or more units; and
6. Accessory dwelling units

Single-Family Attached
The smallest proposed lots, 20-foot width and a total area of 1,400 square feet, must be developed with attached single-family homes and be rear-loaded (garage or surface parking for the home will be provided adjacent to the rear lot line). Single-family attached homes allow a maximum lot coverage of 75-percent, minimum 15-foot front yard setbacks, minimum 10-foot side-yard setbacks adjacent to a public right-of-way; 5-foot side-yard setbacks when not adjacent to a public right-of-way: and five-foot rear-yard setback.. All single-family attached structures must provide one on-site parking space per dwelling unit.

Single-Family Detached Rear-Loaded Shallow and Deep Lots
Yard and bulk standards for single-family detached, rear-loaded shallow and deep lots are the same. Single-family detached structures on 35-foot-wide lots allow 60-percent lot coverage, require a minimum front-yard setback of 15-feet, five-foot side-yard setback; 10-foot side-yard setback, adjacent to a public right-of-way; and a 5-foot rear-yard setback. Single-family detached structures located on 35-foot-wide lots may face a "green-court" and are accessed by a 20-foot wide dead-end "alley," adjacent to the rear lot line. All structures have a maximum height of two-stories. All detached single-family dwelling units must provide two on site parking spaces, covered or uncovered, per dwelling unit.

Single-Family Detached Front-Loaded
Lots with a minimum width of 45-feet are front-loaded from the street and allow for 50-percent lot coverage. Setbacks on 45-foot-wide lots include a minimum 15-foot front-yard setback, 5-foot side-yard setback, 10-foot side yard setback adjacent to a street; and a 15-foot rear-yard setback for the principal structure. All dwelling units must provide two on-site parking spaces, covered or uncovered, per dwelling unit. All structures have a maximum height of two-stories.
Multifamily (three of more units)

Multifamily residential standards include a 20-foot front-yard setback, 20-foot side-yard setback for the principal structure, 10-foot side-yard setback for garages, and a 10-foot rear-yard setback. The maximum height for multifamily residential structures is three stories. Each multifamily residential structure, to include mixed-use structures must provide 1.25 on-site parking spaces per dwelling unit.

Accessory Dwelling Units
Accessory dwelling units, (ADU) are allowed "over separated parking garages located along private lanes or alleys," and must be developed according to guidelines established by the PUD development guide. The guidelines state that the ADU cannot be sold separately from the principal structure, must be architecturally compatible with the principal structure, have a minimum living area of 400 square feet, meet a minimum ceiling height, and have a covered stair landing. Mobile homes, recreational vehicles/trailers, and sheds may not serve as an ADU. All ADU structures must have one on-site parking space per unit.

All residential development must follow development design guidelines established by the PUD that require, specific building materials, and front porches (on single-family developments). The PUD states that residential development will allow a mixture of housing designs and should follow best practices in architectural design and construction technology; however, specifics of design are not provided within the PUD.

Fire Station/Schools:
The proposed PUD includes provisions for the development of a fire station along the western boundary of the development. No new school sites are proposed for the development, the PUD states that the Chavez-Huerta Preparatory Academy is conveniently located within walking distance of Pikes Peak Park and "work with school district to allow for preferred enrollment status for Pikes Peak Park children." It is unclear who is responsible for working with Chavez-Huerta and whether "preferred enrollment" is a possibility.

Land Uses:
The Pikes Peak Park lists land uses for the two designated planning areas, the Residential Planning Area and the Commercial Mixed-Use Planning Area. The Residential Planning Area is located within the northern portion of the site, east and west of Sun Mountain Blvd. The Commercial Mixed-Use Planning Area is located adjacent to W. 24th Street, east and west of Sun Mountain Blvd.

Proposed land uses withing the Residential Planning Area include permitted, conditional, and restricted uses. The PUD states that conditional uses must meet applicable conditions contained within the City Municipal Ordinances as determined by the Design Review Board and the Land Use Administrator. The PUD further states that the Design Review Board is required to send a letter of recommendation to the Land Use Administrator recommending approval.

Permitted uses within the Residential Planning Area generally include, single-family residential, paired housing (duplexes), co-housing, community center, parking lot solar array, triplex, fourplex, townhomes, childcare homes, and accessory dwelling units. The conditional uses include, bed and breakfast homes and inns, childcare center, food trucks, home based business, mobile food unit. Restricted uses include short-term, 3rd party rentals and uses not expressly permitted or allowed by conditional use permit.

Permitted uses within the Commercial Mixed-Use Planning Area generally include retail, service, office, multifamily residential and mixed-use (multifamily residential and commercial uses located within the same structure). Permitted and conditional uses within the Commercial Mixed-Use Planning Areas, follow the same

approval process as those within the Residential Planning Area. Restricted uses include short-term, 3rd party rentals and uses not expressly permitted or allowed by conditional use permit.

Development Design Guidelines:

The PUD Development Guide includes general architectural requirements for multifamily and mixed-use structures, commercial, and single-family residential development.

Design Guidelines for Multifamily, mixed-use, and commercial design guidelines include the following provisions:

1. Site Design-regulations pertaining to the location of parking lots, screening of mechanical and service functions, and landscaping.
2. Building Character-regulations for projections and recesses, windows, entries, awnings, color, texture, materials, etc.
3. Relationship of Buildings to Street-regulations encouraging the entry of structures to be oriented to the street (with the exception of residential units that front a green-space).
4. Massing, Form/Scale-requirements for façade articulation.
5. Signage-multifamily and mixed use must follow the R-5 and R-6 sign regulations for non-commercial development. Signage for commercial development must follow the R-5 and R-6 non-residential sign standards.
6. Open Space-multifamily, mixed use, and commercial development must have common landscaped outdoor space that generally includes pedestrian connections, lighting, street furniture.

Design Guidelines for Single-Family Residential Development:

1. Architectural Design-provisions for quality architecture and a range of architectural styles while insuring attainable housing.
2. Porches and Front Doors-requirements for columns, railings and other details; encouragement of wrap-around porches.
3. Front Loaded Lots (garages accessed from streets)-encouragement for garage doors to be stepped back and paved on-site parking.
4. Building Materials-regulations pertaining to allowable materials (stucco, natural stone, brick, wood, architectural fiber cement panels, architectural metal panels), where material changes may occur, and the prohibition of vinyl, EIFS and tilt up concrete panels.
5. Roof Design-allowance of sloping, gable, hip, pyramid hip, mansard, gambrel/butterfly, or flat; materials consisting of asphalt shingle, slate, tile, or metal.

Landscaping:

All landscaping will conform to the municipal code, Section 17-4-7, with the additional requirements related to plant size, coverage calculations and low water/maintenance plantings.

Signs:

Signs for multifamily residential and mixed-use development will follow the Pueblo Municipal Code regulations for residential and non-residential uses in the R-6, Multiple-residential and Commercial District. Signs for commercial development will follow the Pueblo Municipal Code regulations for commercial zone districts (B-1, B-2, B-3, B-4, B-P…). Signs for single family residential will follow the Pueblo Municipal Code regulations for residential signs.

Park:
The Pikes Peak Park PUD Development Guide states that a minimum of eight percent of the land area, in a residential subdivision, is dedicated for use as parks and recreational facilities according to section 12-4-7, (e), of the Pueblo Municipal Code. According to the PUD, park land will be dedicated to the Metro District and be developed and maintained by the Metro District. Section 12-4-7, (e), also allows the subdivider to make a cash payment in lieu of land dedication. According to the Municipal Code, the cash payment is made to the City.

Street and Alley/Private Drive Standards:
Pikes Peak Park PUD includes standards for three types of street development, Future Neighborhood Connector Street, Neighborhood Local Street, and Neighborhood Park Street.

1. Neighborhood Connector Street provides three to five additional feet in sidewalk width and greater emergency access than the City's standard Neighborhood Collector roadway classification.
2. Neighborhood Local Street provides two additional feet of roadway width and one additional foot in sidewalk width compared to the City's standard Neighborhood Local Street.
3. Neighborhood Park Street is similar to the Neighborhood Local Street and the City's standard Neighborhood Local Street with the exception that the sidewalk and landscape zone may be located on one side of the street opposite of a park.

Pikes Peak Park also allows for single-family attached and detached homes to be accessed from a public alley or private lane. Both the alley and private lane have a 20-foot width, the alley requires a 12-foot-wide paved surface and the lane requires the full width to be paved. The Pikes Peak Park, Filing No. 1 Subdivision proposes multiple instances of residential structures being accessed only from a private lane with a dead end and no provisions for vehicle turn arounds; therefore, the residential lots located at the end of a dead-end alley must provide a 20-foot setback to allow vehicles to turn around and exit the alley or lane without backing into traffic. The City of Pueblo Fire Department granted a variance to the vehicle turn-around requirements for Parcels E, G, and K of the Pikes Peak Park, Filing No. 1 Subdivision. Future residential development accessed by alleys or private lanes will have to provide a turnaround or request additional variances from the Fire Code.

Refuse Collection:
The Pikes Peak Park PUD Development guide states that the Pikes Peak Park Metro District will work directly with a private trash collection company to establish trash collection protocol for "Green court residential products with Private Lanes". The PUD states further that solid waste collection points will be provided within the street right-of-way where dead end alleys or private lanes intersect with public streets. This will reduce congestion within the narrow private lanes and prevent trash trucks from backing into the right of way.

Parking:
Pikes Peak Park proposes reduced parking standards for multifamily residential, retail, restaurant/bar, professional/medical office and community center uses. The reduction is intended to be no more than 50-percent of what the Municipal Code requires. However, the parking standard for Restaurant/Bar does not meet the 50-percent of municipal code standard. Staff recommends a condition of the PUD approval that the parking space requirement for restaurant/bar be increased by 1.5 spaces totaling 7.5 spaces per 1,000 gross square feet of seating area. The applicant justifies the parking reduction, by stating that the Pikes Peak Park Development is a mixed-use and mixed-income community that co-locates permanently affordable housing with access to services and goods within a "walkable, ten-minute neighborhood." Parking requirements for single-family residential structures is higher than the municipal code because the PUD allows residences to have reduced

front-yard setbacks and lot widths; therefore, each residence is limited in its capacity to park vehicles. All single-family residences must provide two off-street parking spaces as opposed to one.

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The property is currently vacant, undeveloped land, with native grasses.

- **Neighborhood Compatibility:**

North	• A-1, County Agricultural One, undeveloped
East	• R-2, Single-Family Residential, undeveloped
South	• R-8, Manufactured Home Residential, manufactured homes • A-2, Agricultural Two District, undeveloped
West	• R-4, Mixed Residential District, undeveloped • B-3, Highway and Arterial Business District

- **Comprehensive Plan Compliance:**
  The project site has been designated by the Pueblo Comprehensive Plan as "Urban Residential." The Pueblo Comprehensive Plan states that *Urban Residential* neighborhoods are found predominantly within the city limits of Pueblo and the urbanizing areas in the City's immediate periphery. These neighborhoods have a mixture of housing types and neighborhood commercial services. The Comprehensive Plan states further that "zoning for duplexes, garden apartments and small office buildings may be allowed along collector and arterial roads." According to the Comprehensive Plan, densities within the Urban Neighborhoods are generally 4-7 units per acre.

  The proposed Pikes Peak Park includes a mixture of residential and commercial uses. Residential uses include single-family detached, single-family attached, multifamily residential and mixed use residential. The PUD allows a maximum of 1,065 dwelling units, with a total density of 13.48 units per acre, which is much higher than the maximum density of 7 units per acre as recommended by the Comprehensive Plan. The proposed Pueblo Regional Comprehensive Plan, 2022, also designates the subject site as Urban Neighborhood but allows for densities between 6-16 units per acre. Proposed commercial uses are located adjacent to W. 24th Street and Sun Mountain Blvd. West 24th Street is a Principal Arterial, and the future Sun Mountain Blvd is classified as a Minor Arterial, which conforms to the Comprehensive Plan.

  The proposed Pikes Peak Park PUD Development Guide is consistent with the provisions for neighborhood commercial servicing the surrounding residential neighborhood. The proposed density within the PUD is significantly higher than what is stated as an appropriate density within the current Comprehensive Plan, but the proposed density is within the range proposed in the 2022 Comprehensive Plan that has been recommended for approval by the Planning & Zoning Comission. The Urban Neighborhood future land use classification in the proposed 2022 Comprehensive Plan 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.

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 Pikes Peak Park PUD Development guide allows for high density residential and a comingling of commercial uses that serve the neighborhood. Adjacent residential development to the south consists of manufactured homes of an average density between 4-7 units per acre. Development further to the south along Westview Drive is approximately 5.4 units per acre. Development Commercial uses within the PUD are restricted to the areas north of W. 24th Street and on either side of the future Sun Mountain Blvd. A detailed listing of the specific land uses, which are allowed by right and by conditional review, are found in the Development Guide.

(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 proposed Pikes Peak Park includes a mixture of residential and commercial uses. Residential uses include single-family detached, single-family attached, multifamily residential and mixed use residential. The PUD allows a maximum of 1,065 dwelling units, with a total density of 13.48 units per acre, which is much higher than the maximum density of 7 units per acre as recommended by the Comprehensive Plan amended in 2014. The proposed Pueblo Regional Comprehensive Plan, 2022, also designates the subject site as Urban Neighborhood but allows for densities between 6-16 units per acre. Proposed commercial uses are located adjacent to W. 24th Street and Sun Mountain Blvd. West 24th Street is a Principal Arterial, and the future Sun Mountain Blvd is classified as a Minor Arterial, which conforms to the Comprehensive Plan.

The proposed Pikes Peak Park PUD Development Guide is consistent with the provisions for neighborhood commercial servicing the surrounding residential neighborhood. The proposed density within the PUD is significantly higher than what is stated as an appropriate density within the current Comprehensive Plan, but the proposed density is within the range proposed in the 2022 Comprehensive Plan that has been recommended for approval by the Planning & Zoning Comission.

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

Staff Analysis of Finding #3
According to the Pikes Peak Park PUD Development Guide the proposed development will provide a range of "affordable and attainable housing products." The development will also include ample open space and trail corridors for residents to enjoy. The intent of the parks and

trails is to provide a network of space that connect neighborhoods to the regional open space corridors and preserve view corridors. Finally, the southern portion of the development will allow for commercial development to service the residents of the community. All of the aforementioned uses are compatible with the Urban Residential Comprehensive Plan Designation.

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

Staff Analysis of Finding #4
The proposed mixed-use neighborhood is not anticipated to deprive neighboring property owners of any reasonable use of their property.

(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 is scheduled with the Planning and Zoning Commission and posted appropriately.

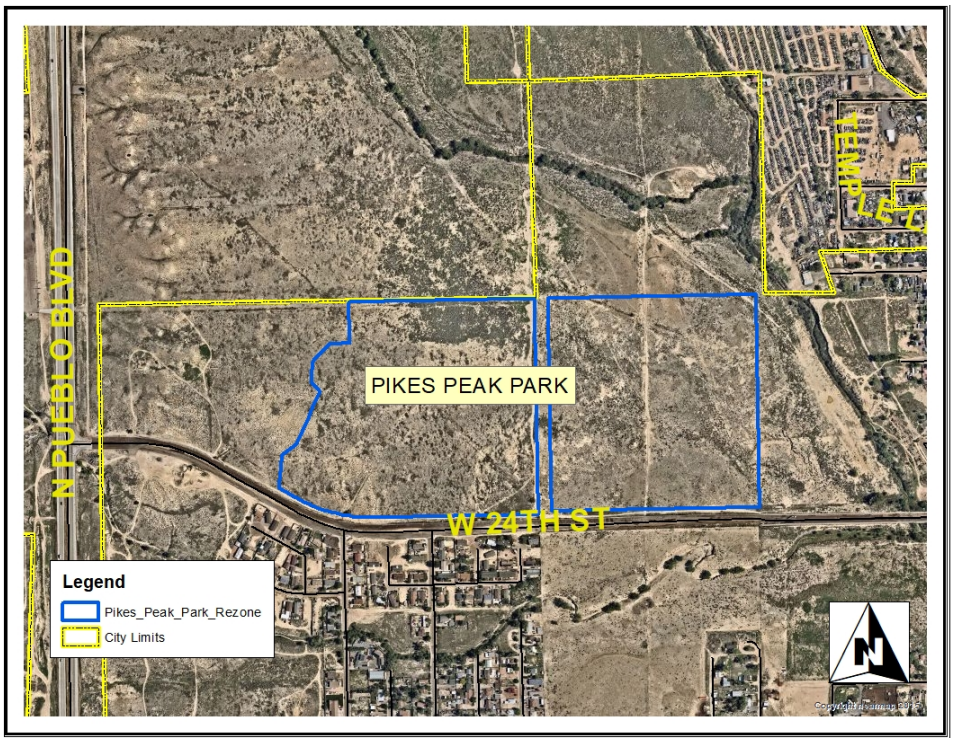
RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED** with conditions. Documents addressing the following conditions must be submitted for review and approval by Planning Department staff prior to recommending the PUD amendment to City Council for approval:

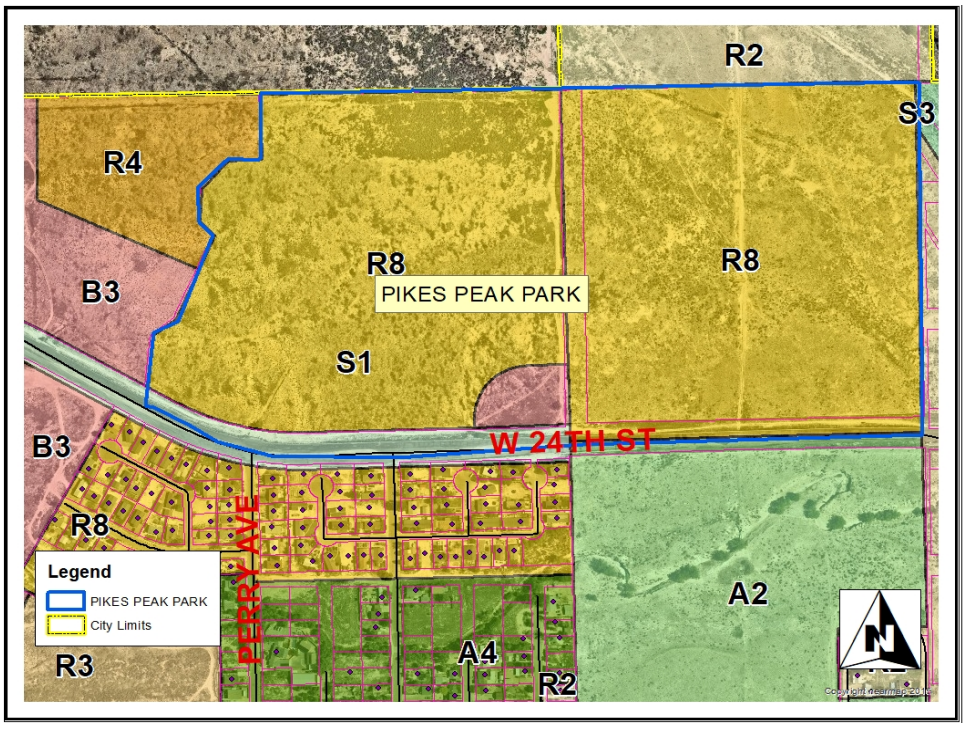
1. Provide a full legal description of the rezoning area in a digital word document.
2. Amend Restaurant/Bar parking requirement to "7.5/1,000 gsf" to meet, the agreed upon, 50-percent of Municipal Code parking standards in the Pikes Peak Park PUD (p. 9, Section H. Parking Standards).
3. Amend, Section A, p. 11, "Function" to read, "Primary collector roadway within the neighborhood."

ATTACHMENTS:

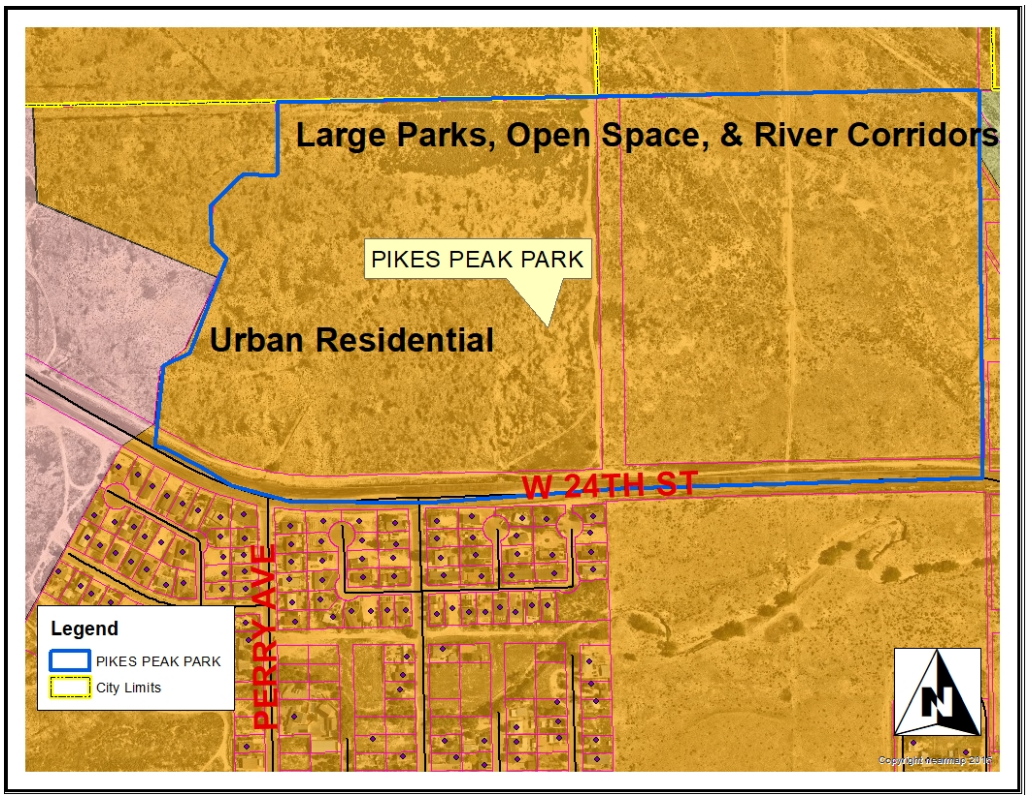
A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photograph
E. Application
F. Development Guide



Aerial Map



Zoning Map



Comprehensive Plan Map



Pikes Peak Park looking north from W. 24th Street



Public Hearing Notice Posters and Site Photographs

city of PUEBLO colorado

Planning & Community Development

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

Planning & Zoning Map Amendment Application (Rezoning)

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

Property Owner	
Name: Ashleigh Winans	
Company: NeighborWorks of Southern Colorado	
Address: 1241 E Routt Ave, Pueblo, CO	Zip: 810004
Phone: ( )(719) 544-8078	Email: awinans@nwsoco.org
Applicant	
Name: Same as above	
Company:	
Address:	Zip:
Phone: ( )	Email:
Person or Firm Representing (If Different From) Owner or Applicant	
Name: Drew Brice	
Company: Northstar Engineering and Surveying, Inc	
Address: 111 E. 5th st	Zip: 81003
Phone: ( )719-544-6823	Email: dbrice@northstar-co.com
*The **applicant** will be the primary contact unless otherwise noted.*	

Project Location: North of 24th st, West of Wildhorse Creek and East of Pueblo Blvd.
(address or general description)

Parcel# 0522430217, 0522310230

Legal Description: See Attached

Subdivision: Foothills Subdivision Acreage: 75.0

Existing Zone District: City R-8 and B-3

Proposed Zone District: City PUD

Purpose of this Application:

- ☑ To permit development of the property not allowed under the existing zone district.
- ☐ To provide proper zone district in conjunction with the subdivision plan for the area.
- ☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
- ☐ Other (specify): _____

(Continued from previous page)

Statement of Facts:
Justifying the zone change request. Be specific; use additional sheets if necessary.

The purpose of the application is to rezone the two parcels into PUD to permit the development of the site.

Description of area surrounding proposed development:

To the north, west, and east is undeveloped property. To the south is 24th st; on the other side of 24th st. is a mix of undeveloped property and residential properties.

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

This development will be primarily be a mix of single family and multi-family. There will also be a limited amount of retail zoned as mixed use. This type of development is consistent with the other existing development in the adjacent area.

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

Estimated date for beginning project: Spring 2022

Estimated date for completion of project: 2031

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

Neighborworks is economically responsible and capable of accomplishing this development. Neighborworks has worked on many different projects in Pueblo throughout their history.

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

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

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.

Office Use Only

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

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

2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

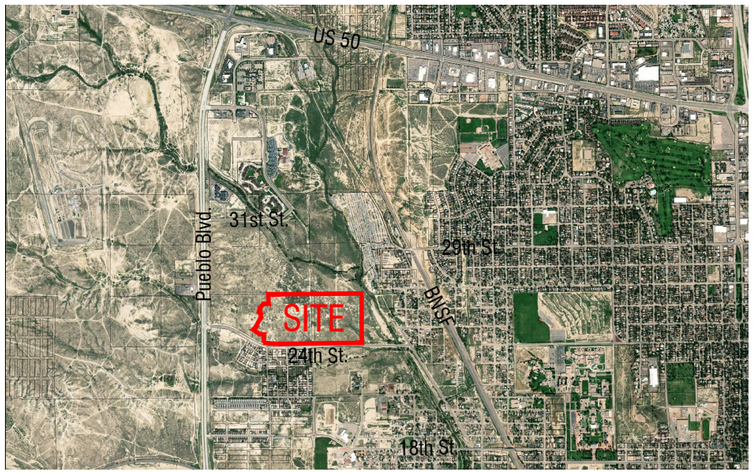
Property Owner		
Print Name:	Ashleigh Winans, as CEO of NeighborWorks SO. Colorado	
Signature:	Ashleigh Winans	Date: 9/7/2021
Applicant, if different from Property Owner		
Print Name:		
Signature:		Date:

PIKES PEAK PARK PLANNED UNIT DEVELOPMENT

CITY OF PUEBLO, STATE OF COLORADO

1st submittal: September 7, 2021
2nd submittal: November 30, 2021
3rd submittal: December 23, 2021
4th submittal: February 14, 2022
5th submittal: March 14, 2022

VICINITY MAP ::



N

not to scale (N.T.S)

I. LEGAL DESCRIPTION ::

LOTS 1 THRU 224 + 226 BLK 1 FOOTHILLS SUB + PARCELS D, E, F, G + H FORMERLY #05-223-10-001 THRU 229 and LOTS 1 THRU 213 BLK 2 FOOTHILLS SUB + PARCELS A, B, C + J FORMERLY #05-224-30-001 THRU 216.

II. INTRODUCTION ::

The primary purpose of this PUD is to allow this property to develop in a manner that aligns with NeighborWorks Southern Colorado(NWSoCo) Vision and Urban Design Concept Plan for Pikes Peak Park Neighborhood. This site is currently designated as R-8 with a small portion designated as B-3. This PUD establishes a set of land uses, street sections, and development guides intended to create a walkable, mixed residential community with neighborhood serving retail primarily located at the intersection of 24th Street and a future north/south street.

This PUD will allow the site to develop in a logical, efficient manner that integrates with the surrounding land use and provide mixed-income affordable housing, attract services and increase the self-sufficiency of the organization through earned income opportunities.

III. PROJECT NARRATIVE ::

Pikes Peak Park is envisioned to become a horizontally mixed-use and mixed-income community that co-locates permanently affordable housing with access to childcare, healthcare services, food access services, small grocery/farmers market, restaurants, offices, and cultural facilities, among other uses, to support a walkable, ten-minute neighborhood.
Through community engagement, diverse expertise and the right partnerships; the Pikes Peak Park Neighborhood is a critical first step that will positively impact the entire west side of Pueblo community by linking diverse developments together, raising home values, connecting people to nature, amenities and each other, and ultimately become more integrated into the City. This project aims to provide 'proof-of-concept' for community design in Pueblo and become a catalyst for public and private investment for the westside of Pueblo, creating a community with significant housing available for low-moderate income families otherwise locked out of home ownership.

IV. GUIDING PRINCIPLES ::

- Provide a range of **Affordable and Attainable housing** products that caters to a variety of income levels and family sizes.
- Create a distinct neighborhood that includes a variety of open spaces, nodes, destinations and third places, connected by a web of links that will encourage human interaction necessary to develop the personal bonds that grows a strong **Community and Culture** and inclusive social network.
- Create a **Sense of place**, through urban design, landscape and built form, that is authentic to Pueblo, future residents, and the communities' time and place in the world.
- Create a **Healthy and Vibrant** community that values a balanced lifestyle by enabling active living, increased mobility, reduced stress, and social interaction.
- Create a **Connected** network of streets and open spaces systems that links the Pikes Peak Park neighborhood to the surrounding community.
- Pikes Peak Park strives to be a social, economic and environmentally **Resilient Community**. This starts with creating a cohesive and interconnected master plan that co-locates a variety of complimentary uses with-in walking and cycling distance from one another as a means to decrease reliance on the automobile.

V. PUD ZONE DISTRICT APPLICATION AMENDMENT PROCESS ::

The Pikes Peak Park Metro District #1 Board shall have the sole authority to initiate amendments to the PUD. Any amendment to this PUD shall be subject to the City of Pueblo amendment process per PMC section 17-8-8 (a), as amended.

VI. PUD SITE PLAN APPROVAL PROCESS ::

- PUD Site Plan for Multi-family and Commercial development submittals shall include all information required by applicable sections of the Pueblo Municipal Code and Site Development Plan Checklist, and meet the intent of this PUD.
- PUD Site Plans and Site Plan Amendments for single-family detached and single-family attached projects developed on individual lots will be administratively reviewed and approved by the City in accordance with the PUD. Site Plan Amendments may be filed, processed and scheduled concurrently for staff review if required.

VII. DESIGN GUIDELINES ::

In order to implement the vision for Pikes Peak Park, private Architectural and Site Design Standard and Guidelines(D.S.G.) will be prepared to guide the overall look, feel and character of the neighborhood. These will be administered by the Design Review Board.

Private Design Standard and Guidelines will supplement the Development Guide established by this PUD and shall be in lieu of Sec. 17-4-11 Residential Placement Standards, and any subsequent revisions, as identified by the Pueblo Municipal Code.

The Pikes Peak Park Metro District #1 Board will appoint five (5) Board Members to the Design Review Board (DRB). Three (3) members shall constitute a quorum. All DRB members shall be real estate or design professionals. The Director of Planning and Community Development may appoint a 6th DRB member. This member is an ex officio member who does not have voting rights.

The DRB will have the responsibility of reviewing, approving, approving with conditions, or denying all site plans, architecture, landscape plans, lighting plans, signage plans and signs, for all physical improvements to individual Lots or Blocks based upon PUD criteria and Pikes Peak Park Design Standard and Guidelines. The DRB will meet with applicants in a timely manner and will provide written comments, conditions and approvals in writing to the Applicant and the Director of Planning and Community Development. Any PUD site plan amendment shall require a DRB letter of recommendation of approval before the final approval from P&Z or Technical Advisory Committee.

Site Plans may be submitted to the DRB and City of Pueblo concurrently. Architectural building plans may be submitted to the Building Department concurrently with DRB review. Any changes made to civil or architectural construction documents subsequent to final DRB approval shall be submitted to DRB for review. Upon DRB approval, the DRB will provide an approval letter to the City of Pueblo. Upon receipt of the approval letter, the City of Pueblo will administratively review Site Development Plans for individual Lots using the City of Pueblo's review process provided that the requirements of the PUD have been met. DRB approval and Metro District authorization is required prior for final City Site Plan approval and issuance of building permits.

PAGE INDEX ::

PAGE 1: COVER SHEET AND INTRODUCTION
PAGE 2: CONTEXT MAPS AND ZONING
PAGE 3: LAND USE PLAN
PAGE 4: CIRCULATION
PAGE 5: PARK AND TRAIL PLAN
PAGE 6: PERMITTED / RESTRICTED USES
PAGE 7: DEVELOPMENT GUIDE
PAGE 8: DEVELOPMENT GUIDE
PAGE 9: DEVELOPMENT GUIDE
PAGE 10: SINGLE-FAMILY LOT CONFIGURATIONS
PAGE 11: STREET SECTIONS / DESIGN STANDARDS
PAGE 12: STREET SECTIONS / INTERSECTION
PAGE 13: VARIANCES

CIVITAS
1200 Bannock St.
Denver, CO 80204
Tel. 303 571.0053
Fax 303 425.0438

TITLE: COVER SHEET AND INTRODUCTION		
SCALE: N.T.S.	DRAWN BY: S.C.	PAGE 1 OF 13
DATE: 3-14-22	CHECKED BY: C.W.P.	JOB NO. 2-20-32

PIKES PEAK PARK PLANNED UNIT DEVELOPMENT

CITY OF PUEBLO, STATE OF COLORADO

1st submittal: September 7, 2021
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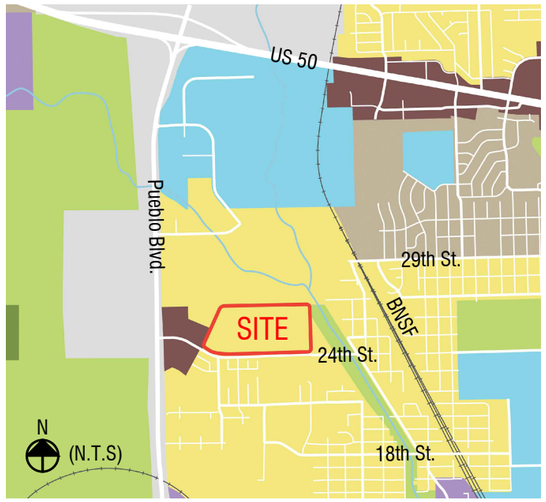
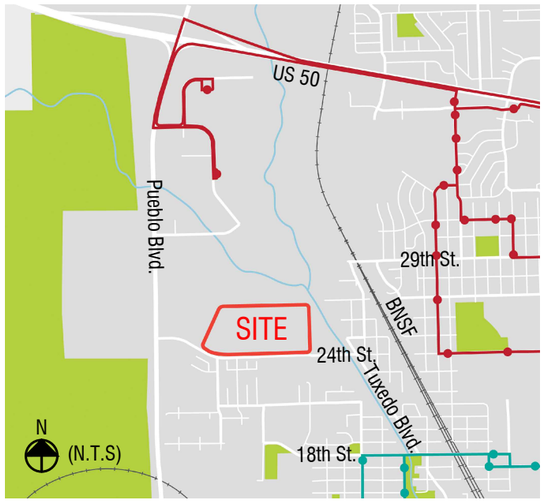
ZONING CONTEXT::



The site is bordered by 24th Street, and low density existing residential to the South. No other development is adjacent to the site. Future open space corridor expansion along the Wild Horse Creek is planned to the east per Pueblo's Comprehensive plan, 2002.

- Arterial commercial
- Institutional mixed-use
- Suburban residential
- Light industry
- Urban residential
- Park and open space

PUBLIC TRANSPORTATION CONTEXT::



There are two bus routes that access the west side of Pueblo. The applicant will work with the city to extend one or both bus routes to the site.

- Route 3
- Route 8

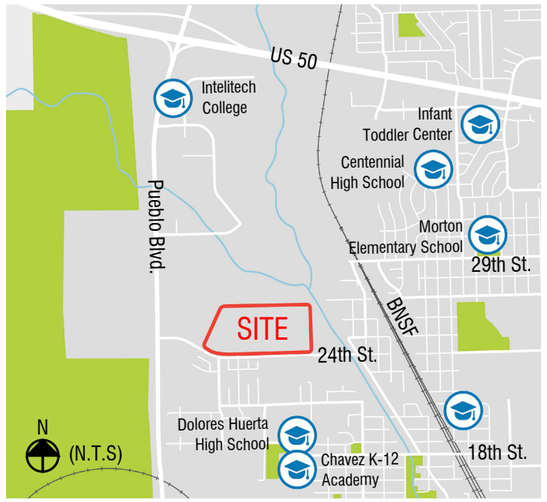
OPEN SPACE AND BIKE NETWORK CONTEXT::



The site is located directly west of Wild Horse Creek which will provide access to future regional trails. Pikes Peak Park open space and street network will be designed to allow for safe, comfortable bicycle and pedestrian connections that connect to future open space facilities as planned by the City of Pueblo.

- Multi-use trail
- Bike route
- Future open space corridor

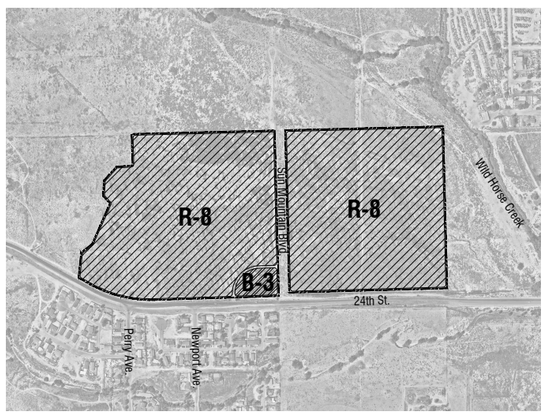
SCHOOLS CONTEXT::



Currently, the designated schools for this area are Morton Elementary School, Centennial High School. Chavez Huerta Charter School is a convenient walking and bicycle distance for residents. Work with school district to allow for preferred enrollment status for Pikes Peak Park children.

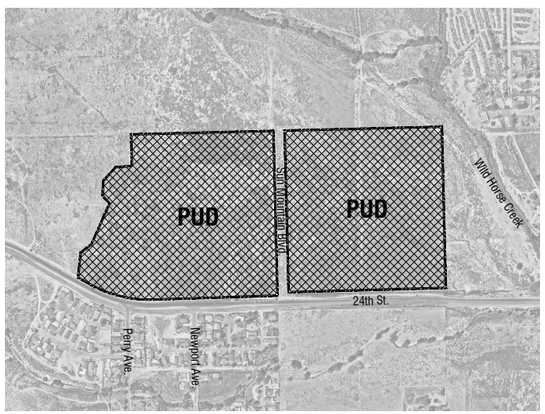
EXISTING ZONING ::

R-8 zoning exists on the majority of site, and B-3 exists at the corner of 24th St. and Sun Mountain Blvd.



PROPOSED ZONING ::

PUD zoning on the entire site.



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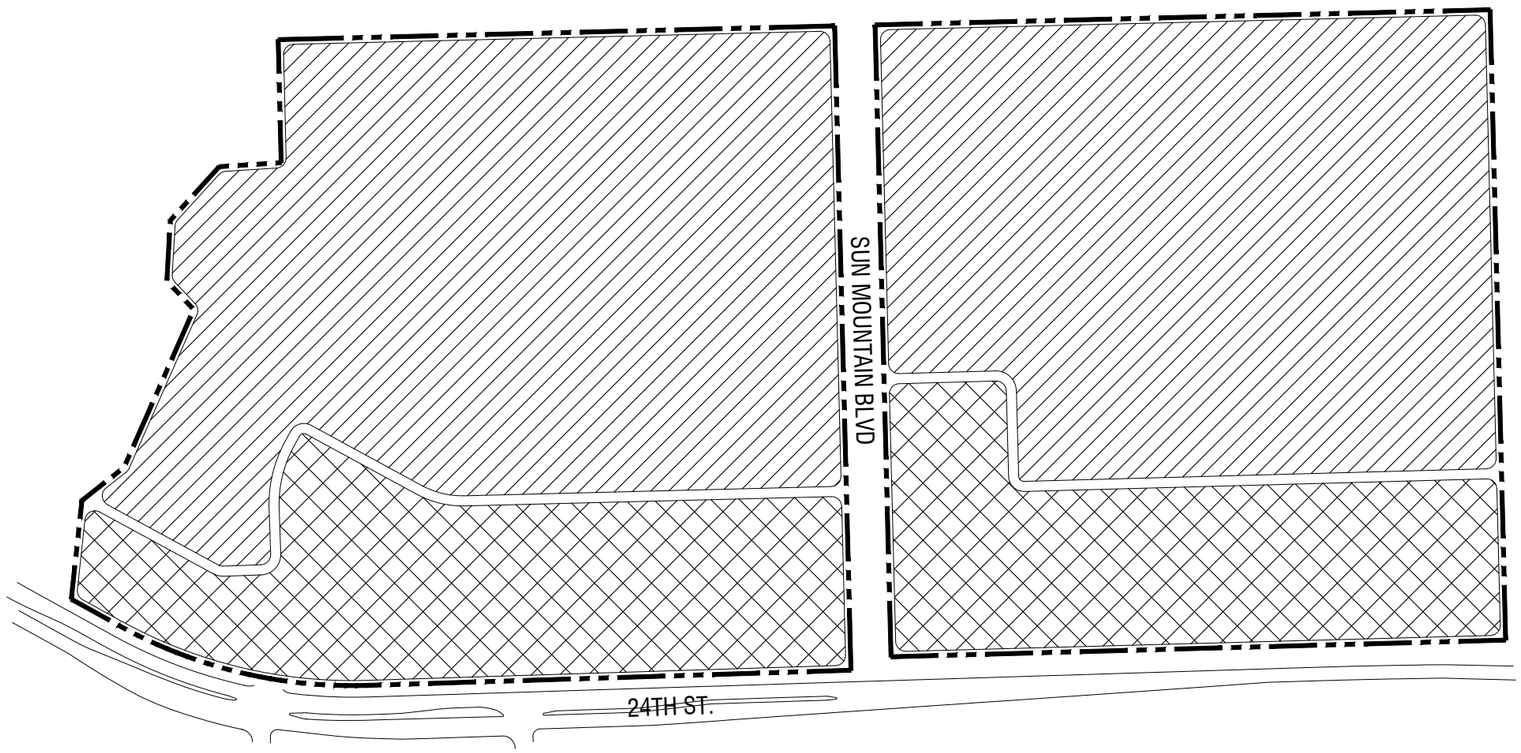
TITLE: CONTEXT MAPS AND ZONING		
SCALE: N.T.S	DRAWN BY: S.C.	PAGE 2 OF 13
DATE: 3-14-22	CHECKED BY: C.W.P.	JOB NO. 2-20-32

PIKES PEAK PARK PLANNED UNIT DEVELOPMENT

CITY OF PUEBLO, STATE OF COLORADO

1st submittal: September 7, 2021
2nd submittal: November 30, 2021
3rd submittal: December 23, 2021
4th submittal: February 14, 2022
5th submittal: March 14, 2022



SUMMARY LAND USE TABLE ::

Land Use	Land Area		Max. Gross Density (du/ac)	Max. Dwelling Units (du)	Max. Commercial /Community area (sq.ft.)
	Acres	%			
Residential	51.61	70	12	619	8,000
Commercial Mixed-Use	22.32	30	20	446	80,000
Total	73.93	100	14	1,065	88,000

* Fire station does not count towards maximum commercial square footage count.

LEGEND ::

- PUD BOUNDARY
- RESIDENTIAL
- COMMERCIAL MIXED-USE

NOTE ::

1. Residential use is characterized by primarily single family attached(duplex, triplex, fourplex, rowhomes and townhomes), single family detached housing with variety of product mix including single-family green court cluster.
2. The intent of commercial mixed-use planning area is to allow for denser multifamily, vertically mixed-use multifamily, restaurant and neighborhood serving retail to develop along 24th Street. Single-family attached are allowed where transitioning from a denser multifamily development to single-family residential area.

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TITLE: LAND USE PLAN
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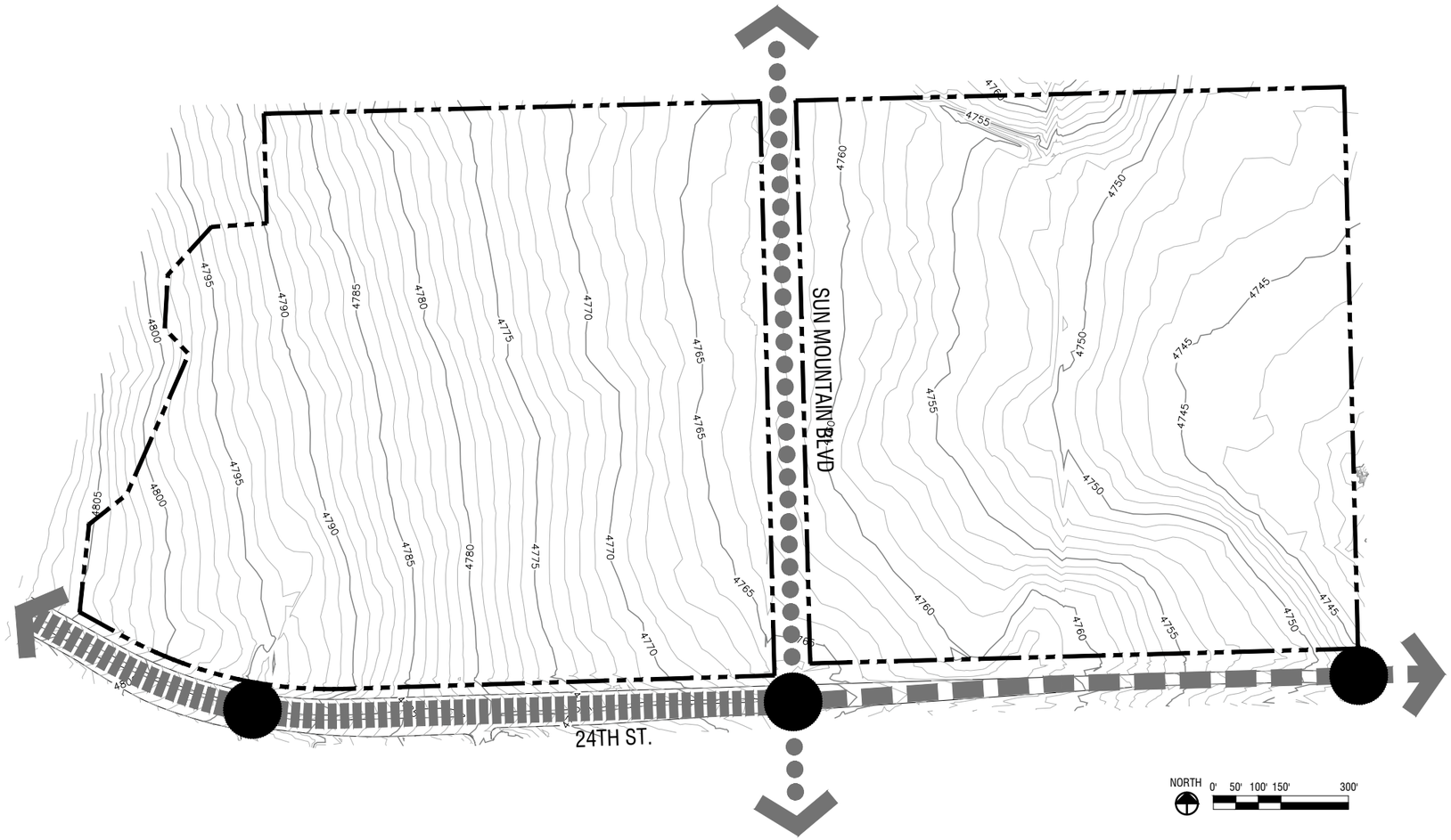

NOTE ::

1. The eastern portion of 24th St. is currently a 2 lane street and may be expanded to a four-lane street in the future by the City of Pueblo. The developer will coordinate planning efforts with the City.
2. Final location of intersections will be determined by the Plat.

LEGEND ::

- PUD BOUNDARY
- EXISTING 24TH STREET (4 LANE)
- EXISTING 24TH STREET (2 LANE)
- SUN MOUNTAIN BLVD
- FULL MOVEMENT INTERSECTION
- MAJOR CONTOUR
- MINOR CONTOUR

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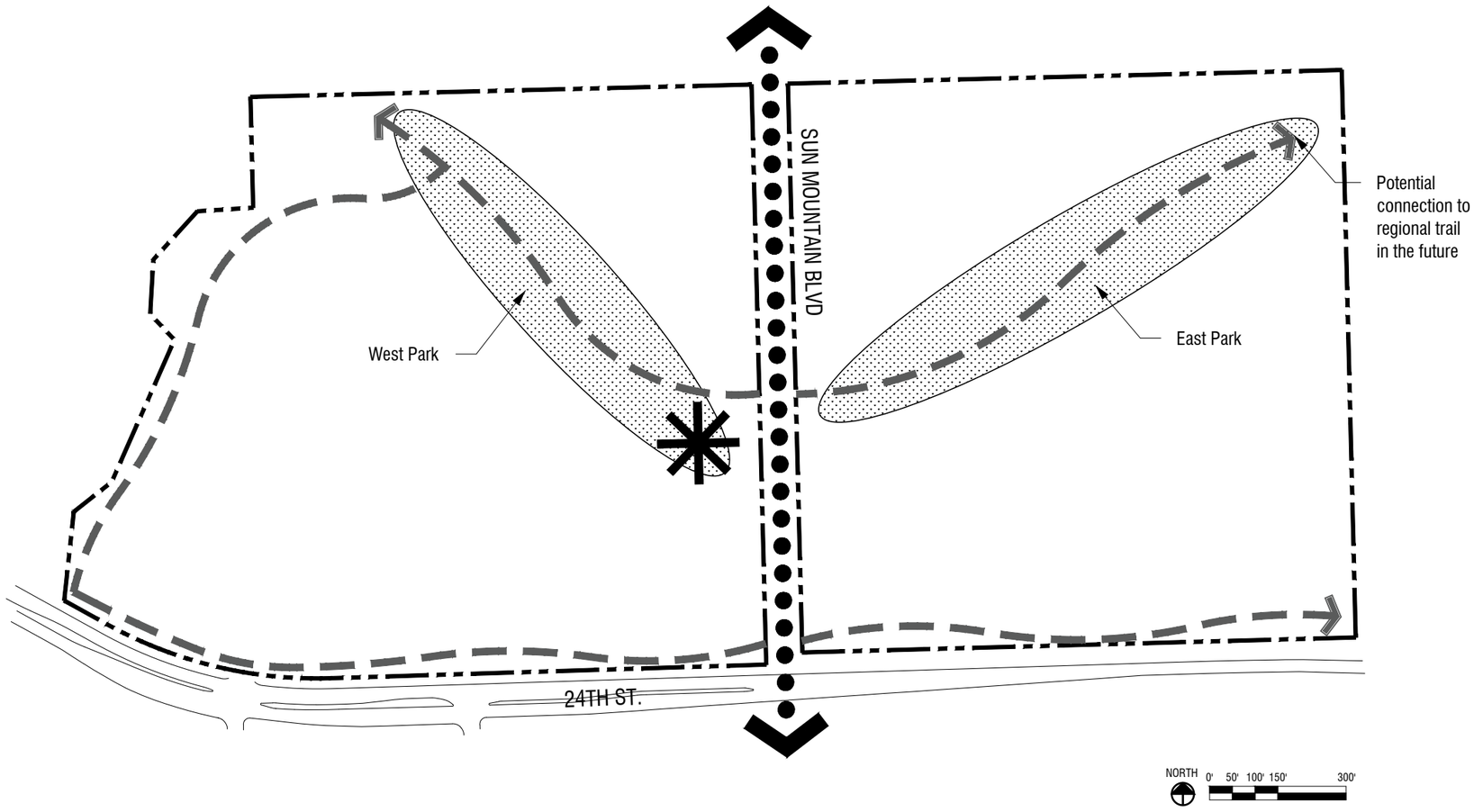


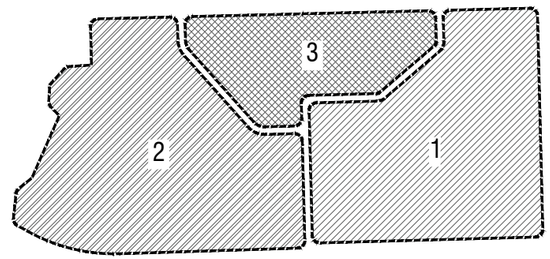
NOTE ::

1. The intent of the park and trail plan is to provide a network of space that connect neighborhoods to the regional open space corridors, and preserve view corridors to the Pikes Peak and Green Horn Mountain.
2. A minimum of 8% of the land area shall be dedicated to the Metro District for use as parks and recreational facilities per the PMC section 12-4-7(e). Parks and recreational facilities will be developed, owned and maintained by the Metro District.

PHASING ::

1. Southern part of Sun Mountain Blvd and South-east portion of site.
2. South-west portion of site.
3. Northern part of Sun Mountain Blvd and Northern portion of site.

Keymap



* East Park will be constructed as part of Phase 1, and West Park will be constructed as Part of Phase 2.

LEGEND ::

- PUD BOUNDARY
- POTENTIAL LOCATION OF PARK AND OPEN SPACE
- POTENTIAL MULTI-USE TRAIL
- BICYCLE LANE OR OFF-STREET BICYCLE FACILITY
- POTENTIAL LOCATION FOR CENTRAL GATHERING AREA

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TITLE: PARK AND TRAIL PLAN		
SCALE: 1"=300'	DRAWN BY: S.C.	PAGE 5 OF 13
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RESIDENTIAL PLANNING AREA ::

Residential use is characterized by primarily single family attached(duplex, triplex, fourplex, rowhomes and townhomes), single family detached housing with variety of product mix including single-family green court cluster.

A. Uses by Right

- Accessory Dwelling Unit
- Accessory Uses
  - Drainage facilities
  - Outdoor exercise
  - Temporary art installations
- Child Care Home
- Co-housing, Common house
- Community Center
- Community garden
- Home, elderly
- Home, foster
- Manufactured Home
- Parking lot solar array
- Parks, Trails, Open Space
- Residence, Single Family Detached - alley and front loaded
- Residence, Single-Family Green Court Cluster
- Residence, Paired Housing (duplex) - alley and front loaded
- Residence, Three and Four family - alley and front loaded
- Residence, Townhouse - alley loaded
- Roof mount solar array

B. Conditional Uses

A conditional use may be permitted if certain minimum conditions, contained in the applicable City Ordinances are satisfied as determined by the DRB and the Land Use Administrator. The DRB is required to send a letter of recommendation to the Land Use Administrator.

- Food trucks
  a. Shall comply with conditions in the applicable City Ordinances.
  b. Limited to public right-of-way adjacent public parks, community center and other ground floor commercial.
- Home based business
- Mobile food unit
- Model home
- Temporary farmers/art/craft market
  a. Limited to public right-of-way adjacent public parks, community center and other ground floor commercial.

C. Restricted Uses

- All uses not expressly permitted as use by right or conditional use.
- Short term rental through third party applications.

COMMERCIAL MIXED-USE PLANNING AREA ::

The intent of this planning area is to allow for denser multifamily, vertically mixed-use multifamily, restaurant and neighborhood serving retail to develop along 24th Street. Single-family attached are allowed where transitioning from a denser multifamily development to single-family residential area.

A. Uses by Right

- Accessory Uses
  - Beer gardens
  - Dining patios
  - Drainage facilities
  - Entertainment district
  - Food Trucks
  - Home based business
  - Ice cream stand
  - Outdoor exercise
  - Temporary art installations
- Adult day service center
- Art Gallery
- Bar/Tavern
- Brewery/Cidery
- Childcare Center
- Community Center
- Community garden
- Dog care facility
- Hotel
- Library
- Municipal buildings
- Neighborhood serving commercial
  - art gallery
  - beauty salon/barber shop
  - butcher
  - convenience store
  - dry cleaner
  - financial institution
  - laundromat
  - personal and professional service
  - pet grooming
- Office, general
- Office, medical
- Office, professional
- Parking Lot
- Parking lot solar canopy
- Parking Structure
- Parks, Trails, Open Space
- Pharmacy
- Religious institution
- Restaurant (sit-down, fast casual)
- Roof mount solar array
- Residential, Multifamily (includes mixed-use, co-housing, age-targeted, age-restricted, market rated, and affordable).
- Residence, Paired Housing (duplex) - alley and front loaded
- Residence, Three and Four family - alley and front loaded
- Residence, Townhouse - alley loaded
- Schools, public and private
- Health club, less than 3,200 sq.ft of gross floor area
- Temporary farmers/art/craft market
- Urban agriculture

B. **Conditional Uses**

A conditional use may be permitted if certain minimum conditions, contained in the applicable City Ordinances are satisfied as determined by the DRB and the Land Use Administrator. The DRB is required to send a letter of recommendation to the Land Use Administrator.

- Health club
- Mobile food unit
- Model home
- Rental shop, general

C. Restricted Uses

- All uses not expressly permitted as use by right or conditional use.
- Short term rental through third party applications.

DEFINITIONS ::

- Accessory Dwelling Unit: An accessory dwelling unit (ADU) is a secondary dwelling unit on a single-family residential lot, and generally situated above a detached garage. ADU shall be owned and maintained under the same ownership of the primary structure.
- Co-housing, Common House: Co-housing is a community intentionally designed with common areas surrounded by private homes. Common House generally include a large kitchen, lounges, meeting rooms, recreation facilities, library, workshops, or childcare. Common areas are owned and maintained by community members.
- Food trucks: A non-permanent food truck or food cart that operates at a fixed location for a period of time.
- Pet grooming: An establishment engaged in a business of grooming of a domestic animal, including bathing, cutting of hair, trimming of nails, but does not include any associated outdoor kennel, veterinary service, breeding, boarding and overnight accommodation.
- Residence, Single-Family Green Court Cluster: Four or more single-family homes are arranged with front doors or porches facing a common green space with an alley for garage access. The Common green space is designed to provide amenities for adjacent homes, and encouraging pedestrian connectivity to a neighborhood.
- Temporary farmers/art/craft market: Temporary market is an event that operates at a fixed location for a periodic sale of goods no more than 14 consecutive days. Temporary market does not include regularly scheduled events. These are limited to public parks, community center, and festival street.
- Urban agriculture: Generally involved in low-impact farming methods such as professionally managed garden hydroponics, vertical farms, and rooftops used for crop production.

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VIII. DEVELOPMENT GUIDE ::

A. STREETS, ACCESS AND SIGNALIZATION

24th Street is the only existing street and is located along the southern edge of the site. It is currently a 4-lane road along the western portion of the site and a 2-lane road along the eastern portion. It is understood that the eastern portion may be expanded to a four-lane street in the future by the City of Pueblo. The developer will coordinate planning efforts with the City. 24th Street is a front door to the neighborhood for residents. A 10' wide ADA-accessible detached multi-use trail or path will be designed and built by individual multi-family developer within the R.O.W along north side of 24th Street providing a bicycle and pedestrian connection from the neighborhoods to a future Wild Horse Creek regional trail. Multifamily and commercial buildings should be located in designated parcels along 24th Street to create an urban edge and identity for the neighborhood. Parking lots along 24th St. should be screened from view with landscape. Small, pocket parks associated with multifamily should connect to the regional trail along 24th Street.

Sun Mountain Blvd with +/- 80' wide R.O.W. bi-sects the site. It is characterized by well-designed pedestrian zones with wide sidewalks, landscape zone, on-street parking, and bicycle facilities. The installation of curb extensions(bump-outs) are allowed at intersections to facilitate speed calming as well as safety for pedestrian crossing. Buildings should front the street with primary facade and primary pedestrian entries. Where ground floor retail is anticipated, shallow setbacks may be used to allow for outdoor patio and storefront space. Commercial buildings along these streets should be designed with facade articulation and ground floor transparency in order to create a human scale street environment. Surface parking should not be located between buildings and the street.

Neighborhood Local Streets characterize residential districts and create a walkable network of streets and blocks that are connected to the open space network. The streets include sidewalks, landscape zone with street trees, and on-street parking on both sides of street. There will be three full movement access points to W. 24th St. as indicated in Circulation plan, page 4.

Neighborhood Design

The design of the neighborhood should consider topography, drainage, water quality, connectivity, and a contemporary housing program. Special care should be taken to create a highly connected neighborhood pattern that includes a variety of housing types and sizes organized around a hierarchy of open spaces. Several design strategies should shape the neighborhood plan; all residences should be located within 1/4 mile of a park or open space; the parks should provide a variety of program elements to encourage use persons of diverse interests and ages that may include: tot lots, picnic and seating areas, outdoor cooking areas, community gardens and flexible lawn space.

The single family residential community is primarily located on the northern two thirds of the site, and multifamily and mixed-use development is located at the southern portion of the site along 24th Street. The residential program should reflect a range of single family home sizes, townhomes, paired homes, and three-four family homes, both alley served and front loaded product.

Public Realm

The public realm should be defined by a network of streets, paseos and green corridors, parks and open space that support a high level of mobility and interconnected neighborhoods. The plan should offer multiple routes or loops for people to walk, run, and bike; to their favorite park, to the mail box, to the regional trail system, to each other's houses and to other neighborhood and community destinations. While the design for the various environments may vary, there should be a thread or 'DNA' that ties them all together to unify the neighborhood. It is foundational to the plan that the Public Realm serve to both create a strong sense of place but it also serves to support a strong community.

B.MULTIFAMILY AND MIXED-USE DESIGN GUIDELINES

Multifamily and Mixed-use Design Guideline is intended to apply to a residential structure or mixed residential with ground floor commercial where individual dwelling units are located above one-another and accessed by a common interior corridor or hallway.

Site Design

Buildings should be located in a manner that contributes to the creation of a pedestrian oriented and walkable community. This is done by fronting buildings close to the property line along streets, open spaces and trails.

- Parking lots shall not be located between a building's primary facade and the street.
- Services including trash and recycling center, loading docks, utility connections, including gas and electric meters, and rooftop mechanical equipment shall be screened from public view.
- Site landscape should be designed in a sustainable manner by selecting low-water planting and species that are adaptable to an arid environment.
- Parking facilities shall be sized with the intent of promoting efficient use of available land resources. The number of parking spaces provided shall be no less than the number prescribed in Section H, “Parking Standards” associated with each respective type of development.
- Shared use parking should be encouraged between nearby complementary land uses that have opposite peak hour demands.

Building Character

Buildings should be designed in a manner that is authentic to their function and time and place in the community. Building facades should be articulated to create human scale and interest. This may be achieved by the following strategies.

- Facade walls should incorporate horizontal relief through projections and recesses to provide visual interest.
- Ground floor facades should have recessed windows, entry areas, awnings or other such features.
- Building facades may use changes in color, texture and material judiciously to provide visual interest. All facades of a building which are visible from public street, park or open space, or paths should incorporate features similar to the front facade.

Resident entries should be protected from weather by overhead roofs or overhangs, or being recessed. First floor residences should have functional porches and front doors that provide direct access to the exterior and connections to the public realm. Balconies having usable space with a minimum average depth of no less than 3 feet are encouraged on upper levels.

Relationship of Buildings to Streets

Primary facade is a facade that faces a street, park or open space. Primary facades should contain a primary building entry and direct sidewalk connection to a public street, plaza, or park. Side entries may be allowed if an entry statement (e.g: patios, arbor, fence, gate, etc.) is provided on the building side facing the street.

Massing, Form and Scale

The following design elements should be considered:

- Entryway design elements and variations should give orientation and character to the building and contribute to the pedestrian orientation of the project by including some or all of the following features: arcades; canopies or porticoes; overhangs; recesses/projections; or special lighting.
- Express facade components in modules and materiality at a human scale that is meaningful to a person passing by on the sidewalk.
- Building height should transition to be scaled to lower height and density in residential areas.
- Architecture should consider its location and function in the overall neighborhood and be designed to emphasize visual focal points and view termini.
- Vertical and horizontal articulation in facade is encouraged through plane breaks, recessed windows and entries, or balconies.
- Multifamily and mixed-use buildings should be articulated with varied architectural features such as bays, balconies, massing changes, or porches that face the adjacent streets, parks, plazas, open areas.
- Each residential unit should have usable exterior open space in the form of balconies or porches.
- Balconies should be designed to be incorporated into the architecture to avoid a "tacked-on" appearance.
- Ground level residential units should have a front door and porch/stoop that provides direct access to a street, park or walkway.
- Stairways shall be conditioned, interior space.

Building Materials

New buildings should support regional traditions and maintain a level of craft in the process of construction and durability.

- Allowable facade material includes stucco, natural stone, brick, wood, architectural fiber cement panels, architectural metal panels, or similar combination of material which represents a variation of architectural styles or elements.
- Material changes should not occur at external corners, but may occur at “reverse" or interior corners or as a "return" in an integrated fashion.
- Vinyl, Exterior Insulation Finishing System(EIFS), tilt-up concrete panels or other faux facade treatments should be avoided.

Mechanical Equipment

Rooftop mechanical equipment should be screened from view from the ground and from adjacent buildings of comparable height through the use of screen walls and/or parapets.

Treatment of Residential Open Area

Common areas in the multi-family property should be landscaped and include pedestrian connections to adjacent public streets, trails, open spaces and commercial areas. Pedestrian-scale lighting and street furniture should be included.

Signage

Sign standards shall be in accordance with the Sec. 17-10-05 (b) and (d) of Pueblo Municipal Code.

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C. COMMERCIAL DEVELOPMENT DESIGN GUIDELINES

In addition to the Pueblo Municipal Code (PMC) requirements found in Sections 17-4-46 or 17-4-47 or 17-4-48 for small-scale, medium-scale and large-scale; respectively, commercial performance standards and the PUD shall guide the exterior architectural design within the Pikes Peak Park development. Where section 17-4-47 through Section 17-4-48 conflict with the PUD, the PUD shall govern.

Pedestrian Circulation

The following design guideline should be considered:

- Providing sidewalks and walkways of adequate width to allow groups of people to comfortably pass each other. Sidewalks in commercial areas will be no less than six feet wide and conform to all requirements of the Americans With Disabilities Act (ADA).
- Public lobbies and/or primary entry should connect directly to the pedestrian network.
- Provide pedestrian oriented lighting and shade trees along walkways.

Building Character

Buildings should be designed to provide human scale, interest and variety. Examples of techniques may include:

- Variation in the building form such as recessed or projecting bays;
- Expression of architectural or structural module and detail;
- Diversity of window size, shape or patterns that relate to interior functions;
- Emphasis of building entries through projecting or recessed forms, detail, color, or materials;
- Variations of materiality, material modules, expressed joints and details, surface relief, color, and texture to scale;
- Bay column spacing that subdivides the facade into smaller, more human scaled elements.

Relationship of Buildings to Streets

A primary building entry should face a public street, plaza or park. Buildings that are sited between a street and a surface parking area, for example, should have a pedestrian entrance on both the parking area side for employees to gain access from their cars, and along the public street to provide access for visitors, and pedestrians arriving from transit, on-street parking, adjacent neighborhoods and other buildings.

- The long-side of buildings should be generally parallel with the public street.
- Building entry plazas are allowed, but should not disrupt the public realm design.
- Pedestrian oriented signage that identifies building tenants is allowed near a building entry.
- Building entrances facing parking lots should be coordinated with building service areas to avoid conflicts between pedestrians and service vehicle movements.
- Outdoor storage, trash collection, and loading areas shall be screened, recessed or enclosed.
- Service areas should be located in a manner that they are not visible from adjoining neighborhoods, pedestrianways, streets or customer entrances.
- Service area screening should be accomplished by landscape materials and/or architectural treatments with similar or complementary materials to the primary structures.

Massing, Form / Scale

Building form and massing should be used to frame the public realm and create a pedestrian scale, urban environment.

- One story buildings should be designed with a tall first floor minimum 18' height.
- Varied building form and facade articulation should be used to break up long wall faces.
- Building forms should respond to important gateway locations and view terminal.

Building Materials

New buildings should support regional traditions and maintain a level of craft in the process of construction.

- Allowable facade materials include stucco, natural stone, brick, wood, architectural fiber cement panels, architectural metal panels, or similar combination of material which represents a variation of architectural styles or elements.
- Material changes should not occur at external corners, but may occur at “reverse" or interior corners or as a "return" in an integrated fashion.
- Vinyl, Exterior Insulation Finishing System(EIFS) and tilt-up concrete panels are not allowed.

Mechanical Equipment

Rooftop mechanical equipment should be screened from view from the ground and from adjacent buildings of comparable height through the use of screen walls and/or parapets.

Open Space

Publicly accessible, privately maintained open space such as plazas, courtyards or outdoor rooms are an important part of the overall open space network. Each development block is encouraged to include some form of outdoor space that is connected to the public realm either directly, or by a publicly accessible walkaway.

Signage

Sign standards shall be in accordance with the Sec. 17-10-05 (f) of Pueblo Municipal Code.

D. SINGLE FAMILY RESIDENTIAL DEVELOPMENT DESIGN GUIDELINES

Single-Family Residential Development Design Guidelines is intended to apply for variety of product mix including single-family detached, duplex, triplex fourplex, rowhomes and townhomes. These guidelines are in lieu of the PMC Section 17-4-11 Residential Placement Standards.

Architecture Design

Residential architecture at Pikes Peak Park will reinforce and add richness to the urbanist design principles that define its streets, parks and public realm. The developer is committed to providing quality architecture and a range of architectural styles that balance the need to create affordable and attainable housing and create a great neighborhood. Our process involves working directly with builders to develop the right mix of housing designs, products and lots for this site. This is an ongoing process and we will update the City as designs progress.

Residential design at Pikes Peak Park should contribute the fabric of Pueblo's memorable neighborhoods by supporting:

- Best practices in architectural design and construction technology.
- Allowing for a range of affordable and attainable homes.
- Strategic insight into market conditions and consumer preferences.
- A balance of individuality and diversity that reinforces community placemaking.

Porches and Front doors

Special attention should be paid to the role that front porches and front doors play in enlivening the streetscape. Stylistically appropriate front porches or front doors are required for houses with garages accessed from the street(front-loaded) and houses with garages accessed from the alley(rear-loaded).

- Front porch details: Columns, railings and other details should support the architectural style of the house.
- Front doors: Front entry doors should be a prominent design feature.
- Front porch: porch width and depth should be usable and furnishable..
- Wrap-around porches: corner lots, lots adjacent to open space and lots with high visibility are encouraged to have porches that address both the front and side elevations.

Front Loaded Lots (garages accessed from streets)

Special attention should be paid to the architectural design for street-accessed (front-loaded) lots to de-emphasize the garage and driveways.

- Street-facing garage doors should be located behind the “front building line” of the main house.
- Paved on-site parking is required outside of setback.

Building Materials

- Allowable facade materials include stucco, natural stone, brick, wood, architectural fiber cement panels, architectural metal panels, or similar combination of material which represents a variation of architectural styles or elements.
- Material changes should not occur at external corners, but may occur at “reverse" or interior corners or as a "return" in an integrated fashion.
- Vinyl, Exterior Insulation Finishing System(EIFS) and tilt-up concrete panels are not allowed.

Roof Design

Acceptable roof types are below.

- Sloping roof with a minimum 2 in 12 slope.
- Gable, Hip, Pyramid Hip, Shed, Mansard, Gambrel or Butterfly
- Flat roof.
- Acceptable roof materials are asphalt shingle, slate roofing, tile roofing(concrete, clay), metal standing seam.

Signage

Sign standards shall be in accordance with the Sec. 17-10-05 (a) and (c.1) of Pueblo Municipal Code.

Trash

The Metro District will work directly with a private trash collection company to establish trash collection protocol for 'Green court residential' products with Private Lanes. Solid waste collection points will be provided within the street right-of-way where dead end alleys or private lanes intersect with public streets. The locations and design will be addressed in the Part 2 phase of the City's Subdivision process.

CIVITAS
1200 Bannock St.
Denver, CO 80204
Tel. 303 571.0053
Fax 303 425.0438

TITLE: DEVELOPMENT GUIDE
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DRAWN BY: S.C.
DATE: 3-14-22
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JOB NO. 2-20-32

PIKES PEAK PARK PLANNED UNIT DEVELOPMENT

CITY OF PUEBLO, STATE OF COLORADO

1st submittal: September 7, 2021
2nd submittal: November 30, 2021
3rd submittal: December 23, 2021
4th submittal: February 14, 2022
5th submittal: March 14, 2022

Accessory Dwelling Units (ADU)

Accessory Dwelling Units shall be allowed over separated parking garages located along private lanes or alleys. The following guidelines apply.

- Only one Accessory Dwelling Unit is allowed on a same lot as a primary dwelling unit.
- Mobile homes, recreational vehicles, sheds and trailers shall not be used as Accessory Dwelling Unit.
- Accessory Dwelling Units shall be owned and maintained under the same ownership of the primary structure.
- An Accessory Dwelling Unit shall not be sold apart from the primary structure.
- Designed in an architectural style compatible with the primary structure.
- Include a covered stair leading to the unit.
- Minimum of 400 square feet floor area, and living area with a clear ceiling height greater than 4 ft minimum, but where more than half of the space is 7 ft or greater.
- An Accessory Dwelling Units will count as dwelling units for the purpose of determining parking requirements. Parking for ADUs must be provided on the same lot with the primary structure and will not be located in a separate "common" parking lot away from the ADU location.

E. LANDSCAPE DESIGN STANDARDS

Intent

The following standards are intended to establish the framework for a low-water, low-maintenance landscape composed of native and adapted plants which provide year-round color and interest. The landscape design shall adhere to Pueblo Municipal Code unless otherwise noted below.

Streetscape

- Trees shall be 2.5" caliper minimum size spaced at 35' maximum O.C. (or an average of one tree per 35 linear feet)
- Shrubs shall be #3 container minimum size spaced at 5' maximum O.C. (or an average of one shrub per 25 square feet)
- Perennials and Ornamental Grasses shall be #1 container minimum size spaced at 48" maximum O.C. (or an average of one plant per 15 square feet)
- Nonliving Landscape Material such as rock mulch, wood mulch, or gravel shall account for no more than 40% of the required landscape area as measured by the following:
  - 5 gal plants cover 25 square feet
  - 3 gal plants cover 9 square feet
  - 1 gal plants cover 3 square feet

Parking Lots

Planting interior to parking lots shall meet or exceed Pueblo Municipal Code as amended.

Surface parking lots shall be set back a minimum of ten feet from the public right-of-way or property line to provide space for a continuous landscape buffer zone. Parking lots shall be visually screened from the public right-of-way, open space, and adjacent property by one or more of the following methods:

- A continuous landscaped buffer zone consisting of an architectural berm between 18” and 36” high with a maximum slope of 3:1 planted with shrubs or drought tolerant grasses planted at a maximum of 3 feet on center in a triangular pattern.
- A continuous landscaped buffer zone that includes a minimum six-foot wide screening layer consisting of shrubs and grasses planted a maximum of 3 feet on center in a triangular pattern with a mature height of at least 36 inch high. Ornamental, tall grasses may be substituted for up to 30% of the shrubs within the screening layer subject to approval by the DRB.

F. RESIDENTIAL LOT STANDARDS

	Single family Attached/ Rear-loaded[1]	Single family Detached/ Rear-loaded, Shallow lot[1]	Single family Detached/ Rear-loaded, Deep lot[1]	Single family Detached/ Front-loaded[1]	Multi-family Residential
Min. Lot area (square feet)	1,500	2,500	3,100	4,000	n/a
Min. Lot width (feet)	22	35	35	45	n/a
Max. Coverage of Lot (%)[2]	75	60	60	50	n/a
Principal Building Setback (feet) [3]					
Front Yard (min/max) [6]	15/20	15/20	15/20	15/20	15/20
Min. Side Yard	5	5	5	5	20
Min. Rear Yard /from Alley	5	5	5	15	15
Min. Side Yard along a street	10	10	10	10	10
Setback from 24th St.(min/max)	20	20	20	n/a	20
Garage Setback (feet) [3][4]					
Min. Front	n/a	n/a	n/a	20[5]	20
Rear(20' alley/private lane)	5[8]	5[8]	5[8]	n/a	10
Min. Side Yard	5	5	5	5	20
Min. Side Yard along a street	10	10	10	10	10
Max building height (stories)	3 [9]	3 [9]	3 [9]	3 [9]	4 [10]

(1) Conceptual lot layouts of each product type are shown on page 10, Single-family Lot Configurations.
(2) Garage is included in building coverage.
(3) All setbacks shall be measured from property line.
(4) The minimum size for a garage with two parking spaces is 22' wide by 22' depth for all single family homes.
(5) Garage shall be placed minimum of 5' behind principle structure.
(6) 20' setback along the 24th St, and 15' setback for all other neighborhood street.
(7) Front porch is allowed to encroach up to 6' into front setback.
(8) All lots adjacent to the dead end of an alley or private lane must provide a 20' rear-yard setback for all structures on the lot.
(9) Single-family detached and single-family attached residences shall have a maximum building height of three stories, not to exceed 30' measured from the grade plane. Refer to 2015 International Fire Code, Section D105.
(10) Multifamily, Commercial, or mixed-use buildings shall have maximum building height of four stories and will need to comply with providing the 26' clear zone adjacent to the building to accommodate fire apparatus. Refer to 2015 International Fire Code, Section D105.

G. BULK STANDARD FOR MIXED-USE RESIDENTIAL OR COMMERCIAL

Max. F.A.R.	0.5
Min. Lot Size	n/a
Min. Lot Depth	n/a
Min. Lot Frontage	n/a
Building Setback (feet)	
Setback from 24th St.	20'
Setback from Sun Mountain Blvd (min/max)[1]	5'/10'
Setback from Park, Plaza or Linear Park (min/max)	0'/10'
Min. Building Height	18'

(1) Amount of setback should be considered in coordination with type of retail space and public realm design to allow potential for outdoor cafe seating or amenity space to create an active streetscape experience.

H. PARKING STANDARDS

Minimum parking requirement	
Townhouse/Paired homes	1.0/du
Single Family Detached	2.0/du
Accessory Dwelling Units (ADU)	1.0/du
Multi-family Residential	1.25/du
Retail	5/1,000 gsf
Restaurant / Bar	6/1,000 gsf
Professional / Medical office	2.5/1,000 gsf
Community Center	5/1,000 gsf

(1) Parking calculations for mixed-use development shall be calculated as the sum of minimum parking requirements for each type of proposed use included in the facility(-ies) being constructed.

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PIKES PEAK PARK PLANNED UNIT DEVELOPMENT

CITY OF PUEBLO, STATE OF COLORADO

1st submittal: September 7, 2021
2nd submittal: November 30, 2021
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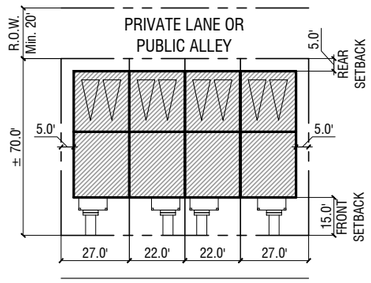
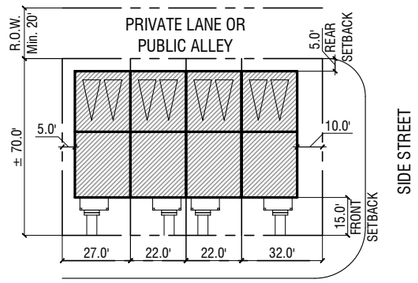
A. SINGLE-FAMILY ATTACHED / REAR-LOADED::

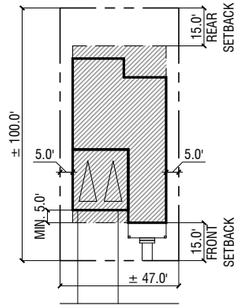


PRIMARY STREET

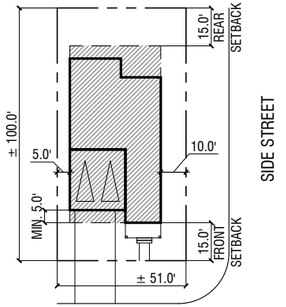


PRIMARY STREET

B. SINGLE-FAMILY DETACHED / FRONT-LOADED::

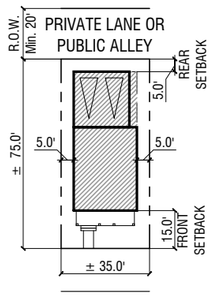


PRIMARY STREET

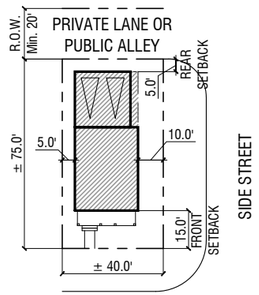


PRIMARY STREET

C. SINGLE-FAMILY DETACHED / REAR-LOADED: SHALLOW LOT::

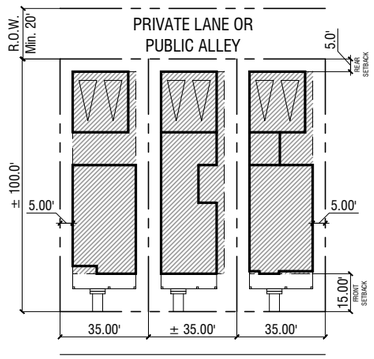


PRIMARY STREET

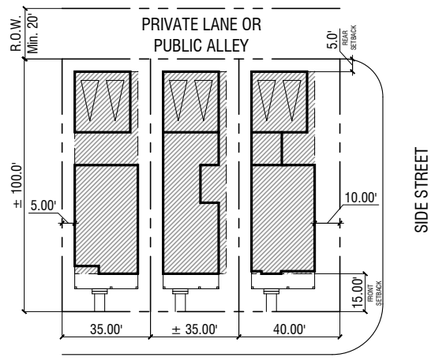


PRIMARY STREET

D. SINGLE-FAMILY DETACHED / REAR-LOADED: DEEP LOT::

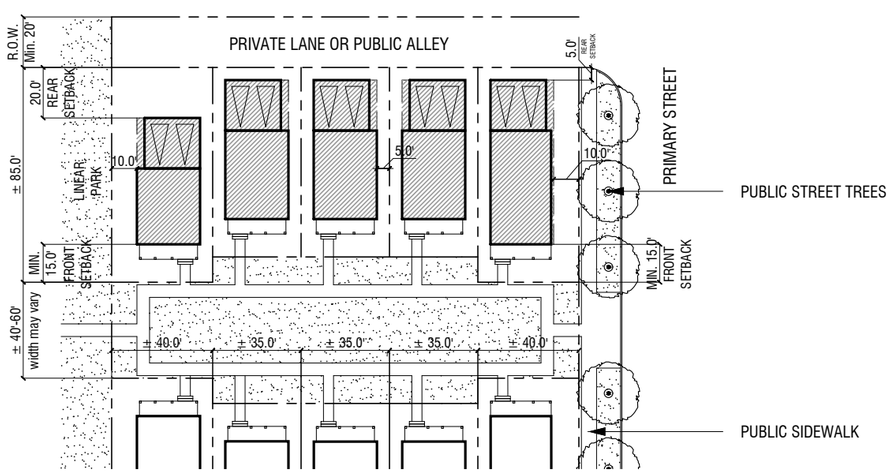


PRIMARY STREET



PRIMARY STREET

E. SINGLE-FAMILY DETACHED / REAR-LOADED: GREEN COURT LOT::



LEGEND ::

- PROPERTY LINE
- CONCEPTUAL CURB LINE
- BUILDABLE AREA
- DETACHED/ATTACHED GARAGE SPACE

NOTE ::

1. Lot configurations represent minimum lot sizes.
2. Front porch is allowed to encroach up to 6' into front setback.
3. The minimum size for a garage with two parking spaces is 22' wide by 22' depth for all single family homes.
4. Building footprints shown are diagrammatic.
5. All lots adjacent to the dead end of an alley or private lane must provide a 20' rear-yard setback for all structures on the lot.

CIVITAS
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TITLE: SINGLE-FAMILY LOT CONFIGURATIONS		
SCALE: 1"=60'	DRAWN BY: S.C.	PAGE 10 OF 13
DATE: 3-14-22	CHECKED BY: C.W.P.	JOB NO. 2-20-32

PIKES PEAK PARK PLANNED UNIT DEVELOPMENT

CITY OF PUEBLO, STATE OF COLORADO

1st submittal: September 7, 2021
2nd submittal: November 30, 2021
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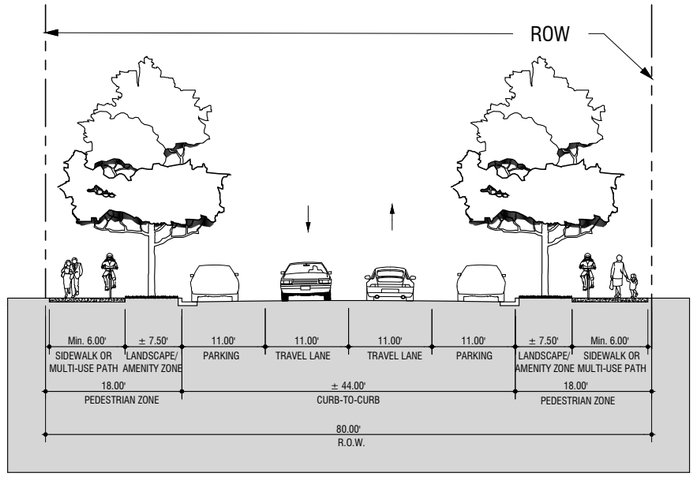
A. SUN MOUNTAIN BLVD ::

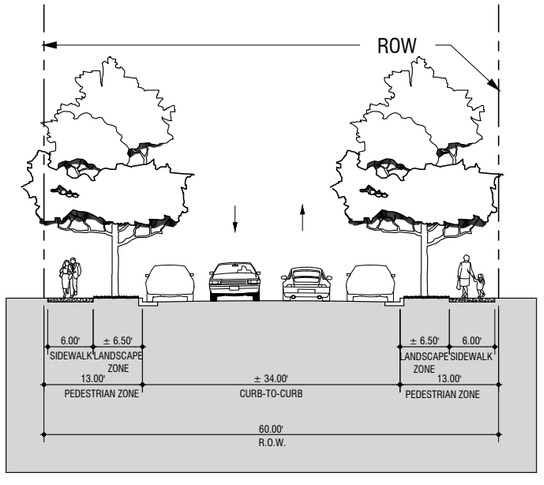
Land Use	Mixed-use, Single-family attached
Function	Designed as a seam through neighborhoods that prioritizes connectivity over throughput.
Speed Limits	25 to 35 mph
Roadway Width	44'
ROW	80'
On-street Parking	On-street parking both sides of street
Off-street Parking	Adjacent properties must comply with zone district regulations
Sidewalk	6' minimum detached sidewalk
Curb	Vertical curb
Road Segment Length	125' minimum, 1,320' maximum
Emergency Access	Must retain min. 20' wide clearance for fire access. Min. 26' wide clearance shall be required where adjacent buildings' height are greater than 30' per 2015 IFC, Section 105D.
Allowable Design	Rear-loaded single family residences can face Sun Mountain Blvd. Driveway access to individual residential lots are not permitted. When additional space is needed to accommodate additional travel or turn lanes, on-street parking may be prohibited. Sun Mountain Blvd cannot dead end and must intersect with other roadways.



Two travel lanes / On-street parking on both sides of street / Multi-use path on both sides
Curb extensions allowed at pedestrian crossing in lieu of on-street parking at intersections.
*see note 1 on this sheet.

B. NEIGHBORHOOD LOCAL STREET ::

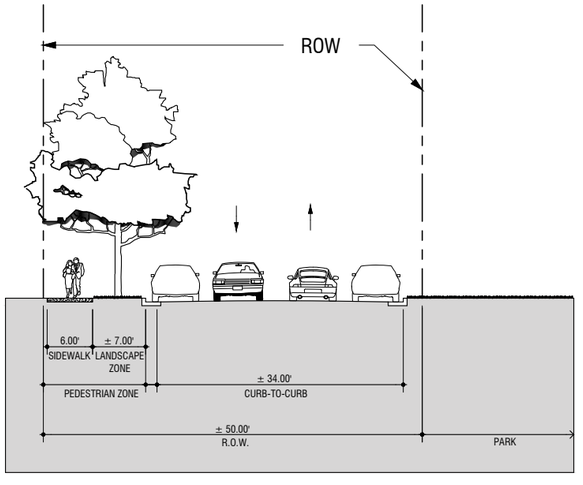
Land Use	Residential
Function	Access to and through residential areas
Speed Limits	20 to 25 mph
Roadway Width	34'
ROW	60'
On-street Parking	On-street parking both sides of street
Off-street Parking	2 spaces per platted lot
Sidewalk	6' minimum detached sidewalk
Curb	Vertical curb
Road Segment Length	125' minimum, 660' maximum
Emergency Access	Must retain min. 20' wide clearance for fire access. Min. 26' wide clearance shall be required where adjacent buildings' height are greater than 30' per 2015 IFC, Section 105D.
Allowable Design	Street may dead end in a cul-de-sac (maximum cul-de-sac length is 660').



Two travel lanes / On-street parking on both sides of street
*see note 1 on this sheet.

C. NEIGHBORHOOD PARK STREET ::

Land Use	Residential
Function	Access to and through residential areas
Speed Limits	20 to 25 mph
Roadway Width	34'
ROW	60'
On-street Parking	On-street parking both sides of street
Off-street Parking	2 spaces per platted lot
Sidewalk	6' minimum detached sidewalk
Curb	Vertical curb
Road Segment Length	125' minimum, 660' maximum
Emergency Access	Must retain min. 20' wide clearance for fire access. Min. 26' wide clearance shall be required where adjacent buildings' height are greater than 30' per 2015 IFC, Section 105D.
Allowable Design	Street may dead end in a cul-de-sac (maximum cul-de-sac length is 660'). Neighborhood Park street to provide sidewalk and landscape zone on one side of street opposite of a park.



Two travel lanes / On-street parking on both sides of street
*see notes 1 and 2 on this sheet.

NOTES ::

1. All street sections are conceptual. Final design and lane configuration will be determined during the Part 2 phase of the City's Subdivision process.
2. A 50' park street is only allowed adjacent to a linear park. A combined sidewalk/multi-use trail will be located within the park tract in lieu of sidewalk along the street. ADA access to be provided that connects intersection curb ramps to multi-use trail.

CIVITAS
1200 Bannock St.
Denver, CO 80204
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TITLE: STREET SECTIONS / DESIGN STANDARDS
SCALE: 1"=20'
DRAWN BY: S.C.
PAGE 11 OF 13
DATE: 3-14-22
CHECKED BY: C.W.P.
JOB NO. 2-20-32

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CITY OF PUEBLO, STATE OF COLORADO

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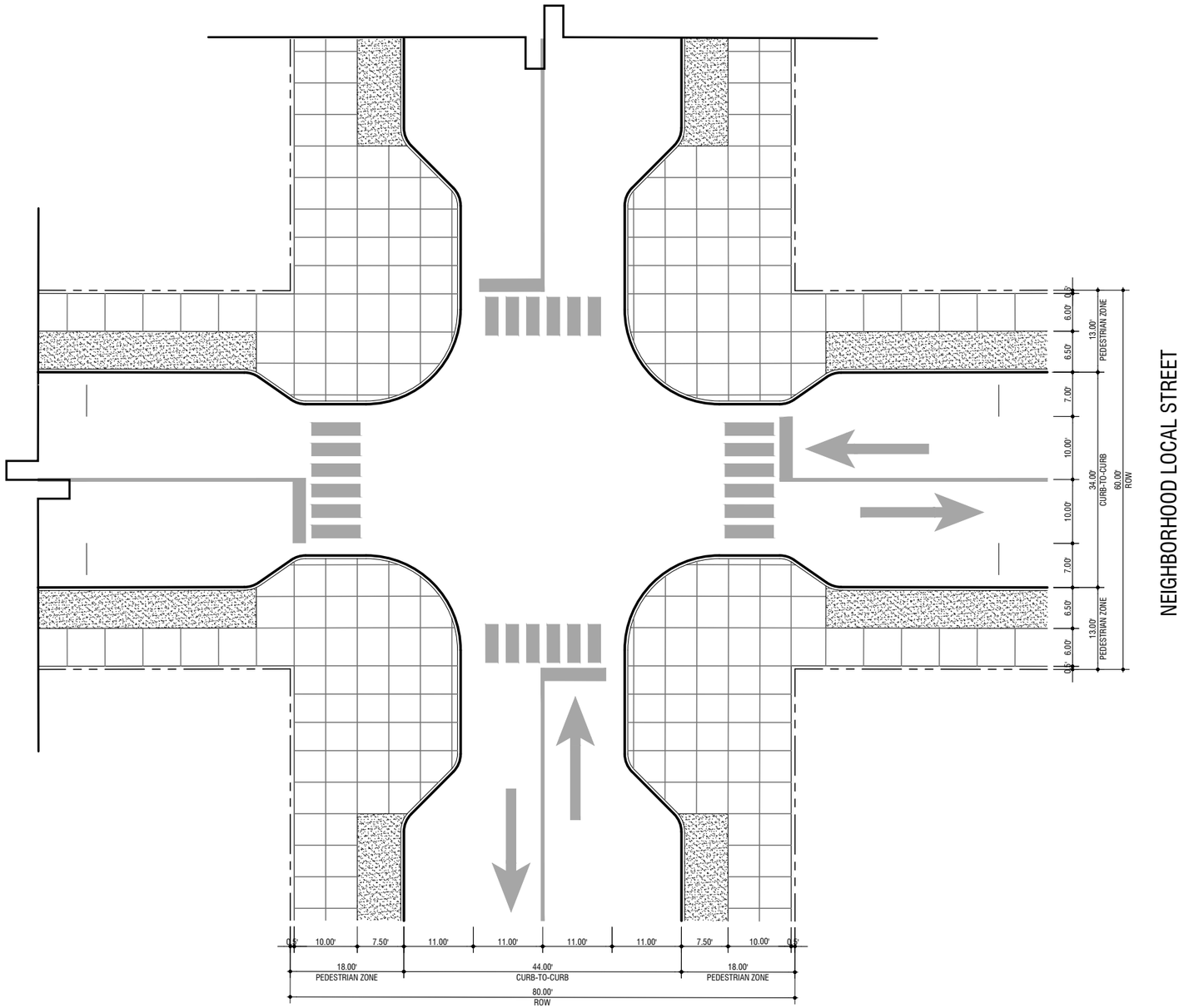
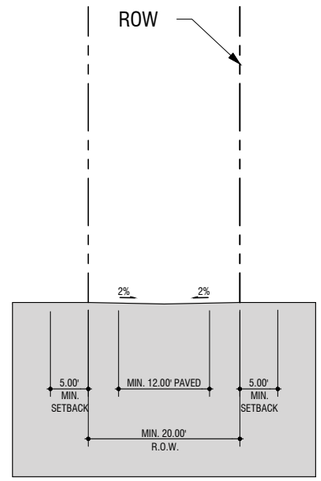


SUN MOUNTAIN BLVD

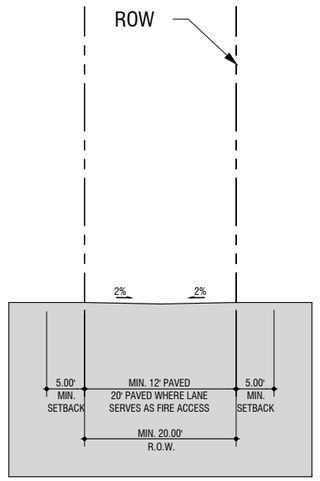
D. CONCEPTUAL SUN MOUNTAIN BLVD AND LOCAL STREET INTERSECTION::

Two travel lanes / On-street parking on both sides of street / Multi-use path on both sides
*see note 1 on this sheet.



E. PUBLIC ALLEY::

*see note 1 on this sheet.



F. PRIVATE LANE::

*see notes 1 on this sheet.

NOTES ::

1. All street sections are conceptual. Final design and lane configuration will be determined during the Part 2 phase of the City's Subdivision process.
2. All lots adjacent to the dead end of an alley or private lane must provide a 20' rear-yard setback for all structures on the lot.

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TITLE: STREET SECTIONS / INTERSECTION		
SCALE: 1"=20'	DRAWN BY: S.C.	PAGE 12 OF 13
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Barbara Huber
Fire Chief

Chris Harner
Deputy Fire Chief

Fire Inspectors
Erik Duran
Paul Haley

city of PUEBLO colorado

Fire Department

1551 Bonforte Blvd.
Pueblo, CO 81001
Phone (719) 553-2830
www.pueblo.us/fire

January 14, 2022

Chris Parezo
Principal
Civitas, Inc.
1200 Bannock Street
Denver, CO 80204

RE: Request for Variance to Table D103.4 Requirements for Dead-End Fire Apparatus Access Roads, associated with Pikes Peak Park PUD. [Application Number: Z-21-16]

To Whom it may concern,

A written document and site plan exhibit have been received from Civitas, Inc., dated January 10, 2022. It requests that the Pueblo Fire Department grant a variance of the International Fire Code requirements, as adopted by the Pueblo Municipal Code. Specifically, a variance to not provide the required turnaround options for dead-end access roads that are greater than 150 feet in length for this development.

2015 IFC - Appendix D

D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4.

TABLE D103.4
REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20	None required
151-500	20	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
501-750	26	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750		Special approval required

For SI: 1 foot = 304.8 mm.

The Pueblo Fire Department has taken the above indicated documents into consideration as well as the site development, building construction, and proposed occupancy therein. It has been decided to approve the submitted plan and request for variance with the following conditions:

(1) Approval for eliminating the required turnaround options for fire apparatus access roads exceeding 150 feet will only occur this one instance for this development. Specifically, the following roadways:

- Fire apparatus access road [Parcel "E"] for Blocks 7 & 8 exceeds 150 ft (approx. 180 ft)

Barbara Huber
Fire Chief

Chris Harner
Deputy Fire Chief

Fire Inspectors
Erik Duran
Paul Haley

city of PUEBLO colorado

Fire Department

1551 Bonforte Blvd.
Pueblo, CO 81001
Phone (719) 553-2830
www.pueblo.us/fire

- Fire apparatus access road [Parcel "G"] for Blocks 9 & 10 exceeds 150 ft (approx. 80 ft)
- Fire apparatus access road [Parcel "K"] for Blocks 14 & 15 exceeds 150 ft (approx. 190 ft)

(2) Any future plan submittals for this development shall include roadways designed to meet the requirements within *Appendix D: Fire Apparatus Access Roads* of the International Fire Code (2015 edition or newer) as written and adopted.

Sincerely,

Barbara Huber

Fire Chief
Pueblo City Fire Department

CIVI TAS

January 10, 2022

Barbara Huber
Fire Chief
Pueblo Fire Department

Re: **Exhibit for Fire Access / Public Alley**
Application Number: Z-21-16

Dear Ms. Huber,

Thank you again for you and your team's time discussing the vision for Pikes Peak Park and taking the time to educate our team about your specific needs regarding fire access and safety. One of our priorities is to create an affordable and inclusive neighborhood that prioritizes the health and wellbeing of residents. Fire safety and access is paramount to this goal.

Our design has several 'Green-Courts' which involve clustering small lot single family homes around a common 'green-court' or small park. As such, these homes to not front traditional public rights-of-way or streets. Garages are located at the rear of the home and accessed by a public alley. We believe that the access turn around required by D103.4 for fire access lanes greater than 150' will negatively impact our public park design and add additional costs to these affordable homes.

We are writing to request a variance to Table D103.4 Requirements for Dead-End Fire Apparatus Access Roads. Specifically, we are requesting a variance for the required turnaround for dead-end access roads that are greater than 150'. We believe we have developed creative solutions that will fulfil Pueblo Fire Departments' access requirements while maintaining the overarching design intent for the Pikes Peak Park Neighborhood. These design elements are as follows.

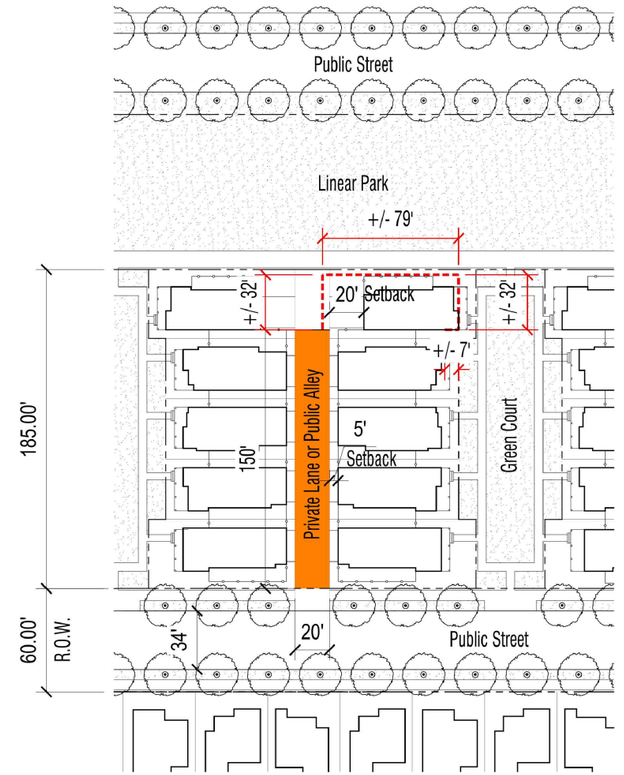
- Structures that do not front on a traditional public right-of-way or street will be serviced by a 20' wide paved public alley which will also serve as a fire access lane for the first 150' of the alley.
- Garages will be set-back 5' from the edge of the alley/fire access lane.
- All points of the structure on the last lot at the end of the 150' fire access lane will be reachable within the required 150' hose pull length.
- Fire hydrants will be located within 400' of the last structure, along the fire access route.

Please see the Fire Access Exhibit attached that diagrams the points above.
We appreciate your willingness to review this variance request.
Please feel free to reach out with any further questions.

Sincerely,

Chris Parezo
Principal

303.571.0053
CIVITASINC.COM
1200 BANNOCK ST.
DENVER, CO



- Total hose pull length: +/- 150' from private lane or public alley.

PIKES PEAK PARK | Fire Access Exhibit

N

1/10/2022

CIVI TAS

CIVI TAS
1200 Bannock St.
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TITLE: VARIANCES		
SCALE:	DRAWN BY: S.C.	PAGE 13 OF 13
DATE: 3-14-22	CHECKED BY: C.W.P.	JOB NO. 2-20-32

December 27, 2021

This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **Ashleigh Winans, NeighborWorks of Southern Colorado** for approval of the following application:

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

The Planning and Zoning Commission meeting will be held on January 12, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Beritt Odom, Principal Planner
(719) 553-2339

December 27, 2021

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Scott Hobson, Director
Planning & Community Development
Beritt Odom, Principal Planner
(719) 553-2339

CASE NUMBER Z-21-16

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at PIKES PEAK PARK PUD to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

2-18-22
_____
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at PIKES PEAK PARK PUD, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

____2-18-221_____
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

Owner	OwnerStree	OwnerCity	Ow	OwnerZip
LISCOTT CUSTOM HOMES LTD	1160 CAPRICE DR STE A	CASTLE RO	CO	80109-1501
NEIGHBORHOOD HOUSING SERVICES OF PUEB	1241 E ROUTT AVE	PUEBLO	CO	81004-2908
SKWAREK FRANK JOHN + SIU PING	13195 HIGHLINE DR	COLORADC	CO	80908-3331
SANTISTEVAN CARYN ROSANN + BILLINGS BR	1433 TORCHEY WAY	PUEBLO	CO	81006-9758
NORTH PUEBLO BOULEVARD LLC + C/O BASSI I	2046 LAKE AVE	PUEBLO	CO	81004-3536
PINELLE JAMES P + SHIRLEY A + PINELLE JACK	2205 CLIFF LOMBARD ST	PUEBLO	CO	81003-3877
VILLALOBOS CORRAL URIEL	2221 NEWPORT AVE	PUEBLO	CO	81003-3811
ANDERSON JASON MICHAEL + ANDERSON DE	2307 SUNBURST CT	PUEBLO	CO	81003-3848
BARNES JAMES ALLEN	2308 CANYON RIVER CT	PUEBLO	CO	81003-3847
MONTOYA YVONNE M	2308 NEWPORT AVE	PUEBLO	CO	81003-3840
ALLISON AMY J + MICHAEL T	2308 PERRY AVE	PUEBLO	CO	81003-3845
TSOSIE SHIRLEY J	2309 CANYON RIVER CT	PUEBLO	CO	81003-3847
TURPEN LINDA L	2309 NEWPORT AVE	PUEBLO	CO	81003-3850
PAYNE WILLIAM S / PAYNE JANET S	2309 PERRY AVE	PUEBLO	CO	81003-3849
LAWSON MARY E	2310 CANYON RIVER CT	PUEBLO	CO	81003
ORTEGA CRUZ C + ANN M	2310 NEWPORT AVE	PUEBLO	CO	81003-3840
KIRKMAN GERTIE	2311 CANYON RIVER CT	PUEBLO	CO	81003-3847
DEHERRERA ROBERT + PATRICIA A	2311 MOUNTAIN VALLEY	PUEBLO	CO	81003-3844
KNABE WAYNE L	2311 NEWPORT AVE	PUEBLO	CO	81003-3850
TREFETHEN ROBERT A + TREFETHEN CYNTHIA	2311 SUNBURST CT	PUEBLO	CO	81003-3848
GILMORE MALIA ASHLEY	2312 MOUNTAIN VALLEY	PUEBLO	CO	81003-3841
STONE ROBYN K	2312 NEWPORT AVE	PUEBLO	CO	81003-3840
EVANS JAMES W + JACQUELINE M	2312 SUNBURST CT	PUEBLO	CO	81003-3848
ORR MICHAEL	2313 PERRY AVE	PUEBLO	CO	81003-3849
ROGERS KENNETH WADE	2314 MOUNTAIN VALLEY	PUEBLO	CO	81003-3841
HARRISON ROBERT L + SUSAN E	2318 MOUNTAIN VALLEY	PUEBLO	CO	81003
HAMILTON FRANK R	2319 MOUNTAIN VALLEY	PUEBLO	CO	81003-3844
DEVE HEATHER M + JACKSON JEFFREY A	2320 MOUNTAIN VALLEY	PUEBLO	CO	81003-3841
TREECE JOHN	2321 MOUNTAIN VALLEY	PUEBLO	CO	81003-3844
HANLEY NATHAN	2322 MOUNTAIN VALLEY	PUEBLO	CO	81003-3841
CUYPERS MICHEL + CUYPERS JUDITH	2324 MOUNTAIN VALLEY	PUEBLO	CO	81003-3841
MARSHALL AMANDA M	2325 MOUNTAIN VALLEY	PUEBLO	CO	81003-3844
TORRES ROBERT	2326 MOUNTAIN VALLEY	PUEBLO	CO	81003-3841
GARCIA MOLLY A	2409 CLIFFMOOR LN	PUEBLO	CO	81008-2353
PORTER LARRY W + NORAH E	2831 TEMPLE LN	PUEBLO	CO	81003-1061
SUAZO GLORIA	364 W PIN HIGH DR	PUEBLO W	CO	81007-6042
C M H HOMES INC	3912 N FREEWAY RD	PUEBLO	CO	81008-9615
BAMBER EMMA RUBERSON TR, WILLIAMS RU	4016 RIDGE DR	PUEBLO	CO	81008-1720
BATEMAN TERRIE L	4150 COUNTY LN 17	ORDWAY	CO	81063-9720
CMH HOMES INC	5000 CLAYTON RD	MARYVILLE	TN	37804-5550
REGALADO PATRICK	903 E B ST	PUEBLO	CO	81003-3507
MCKINNEY ROSE MARY	909 W PITKIN AVE	PUEBLO	CO	81004-1142
ELENGA MERLE / HANCHANA NUCHANART	999 FORTINO BLVD LOT	PUEBLO	CO	81008-2070
GUTTNER MICHELLE	PO BOX 11135	PUEBLO	CO	81001-0135
CITY OF PUEBLO A MUNICIPAL CORPORATION	PO BOX 1427	PUEBLO	CO	81002-1427
SOCO ENTERPRISES LLC	PO BOX 18132	COLORADC	CO	80935-8132

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: April 11, 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 VACATING STREETS AND EASEMENTS IN THE FOOTHILLS SUBDIVISION, A SPECIAL AREA PLAN AND PORTIONS OF OAKLAND BOULEVARD, COLUMBIA AVENUE, EMERSON AVENUE AND THE ENTIRE ALLEY IN BLOCK 11, IRVING PARK SUBDIVISION

SUMMARY:

The applicant is requesting to vacate all of the streets and easements in the Foothills Subdivision, A Special Area Plan, and to vacate a portion of Oakland Boulevard, Columbia Avenue, Emerson Avenue and the entire alley in Block 11, Irving Park Subdivision.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to rezone the area to Pikes Peak Park PUD and is also requesting to resubdivide the property for future development sites.

BACKGROUND:

The applicant is requesting to vacate all the streets and easements in the Foothills Subdivision, A Special Area Plan, which was subdivided in 2000. The purpose of the street and easement vacation within the Foothills Subdivision is to facilitate the Pikes Peak Park, Filing No. 1 Subdivision. Vacation of a portion of Oakland Boulevard, Columbia Avenue, Emerson Avenue, and the entire alley in Block 11, Irving Park Subdivision, which is located directly east of the Foothills subdivision, is necessary to accommodate stormwater drainage and infrastructure for the Pikes Peak Park, Filing No. 1 Subdivision. None of the streets proposed to be vacated have been improved or utilized as right-of-way by the public. None of the easements proposed to be vacated contain public utilities.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 23, 2022, Public Hearing, voted 6 to 0 recommend approval. (Commission Aznar absent)

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 streets and easements will remain and will impede the applicant's ability to develop the property.

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 23, 2022 Public Hearing
Memorandum from the Department of Public Works Dated March 29, 2022
Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO. _____

ORDINANCE VACATING STREETS AND EASEMENTS IN THE FOOTHILLS SUBDIVISION, A SPECIAL AREA PLAN AND PORTIONS OF OAKLAND BOULEVARD, COLUMBIA AVENUE, EMERSON AVENUE AND THE ENTIRE ALLEY IN BLOCK 11, IRVING PARK SUBDIVISION

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

SECTION 1.

The following described streets and easements:

All of the public and private street right-of-way being in Foothills Subdivision according to the recorded plat thereof as filed for record at Reception No. 1349348 in the Pueblo County Records.
and
All of the public and private street right-of-way being in Irving Park Subdivision blocks 10 and 11.

All of the 9’ Drainage Easement, 10’ Drainage Easement, 20’ Drainage Easement, Drainage Easement, Truck Turning Easement, 1’ Sidewalk Easement, 10’ Water Line Easement, 10’ Sanitary Sewer Easement, and Private Sanitary Sewer Easement, being in Foothills Subdivision according to the recorded plat thereof as filed for record at Reception No. 1349348 in the Pueblo County Records.

are hereby vacated.

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 be approved but shall not become effective until the final vacation plat is recorded in the office of the Pueblo County Clerk and Recorder. If the vacation plat is not recorded within one (1) year after of this Ordinance, or within any extended period granted by Ordinance of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the applicant. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

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

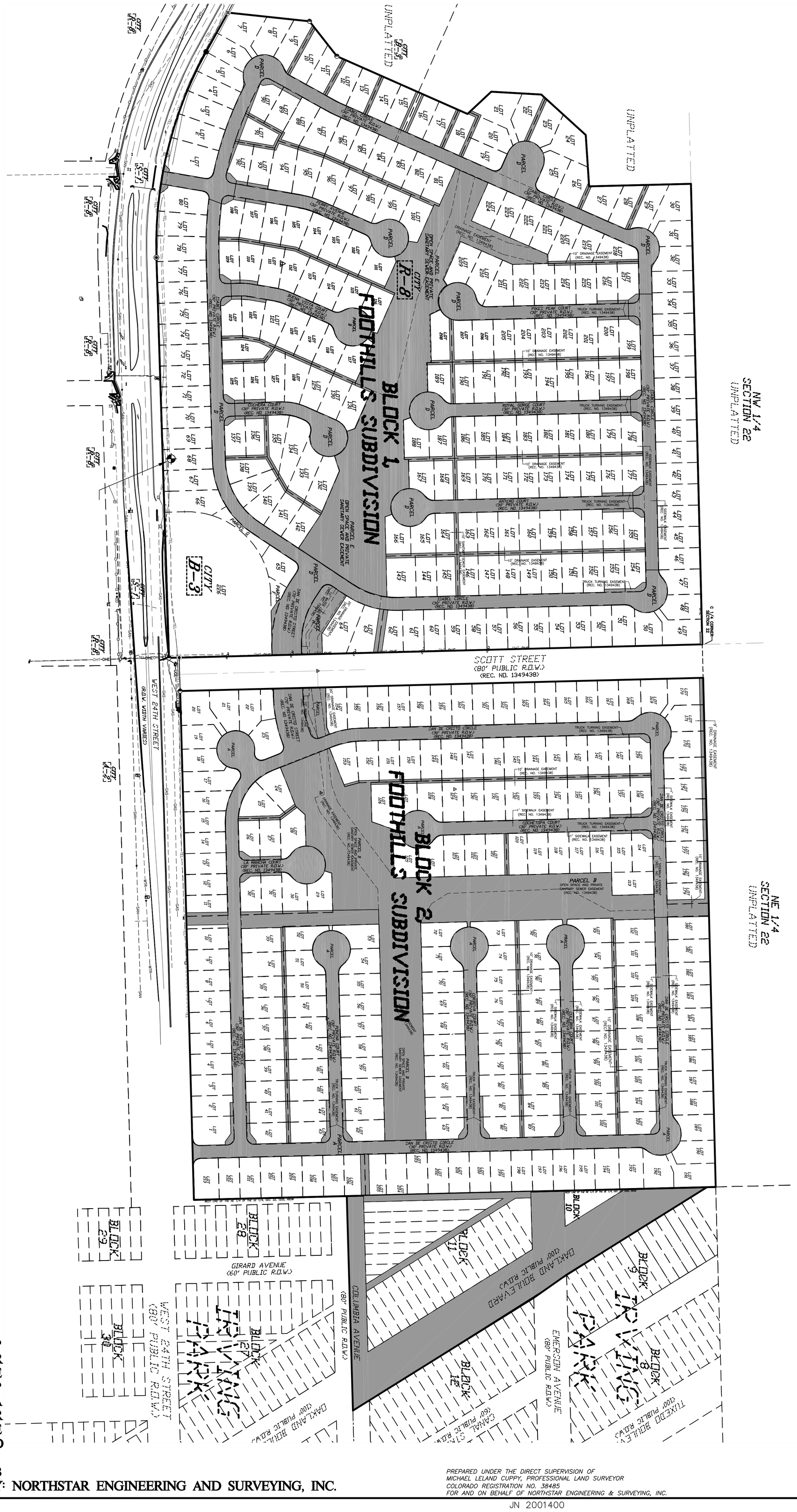
ATTEST

_____

City Clerk

FOOTHILLS SUBDIVISION
STREET AND EASEMENT VACATION

A PARCEL OF LAND IN THE S 1/2 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



SCALE: 1" = 120'

0 60' 120' 240'

LEGEND

= PROPOSED VACATION

EASEMENT VACATION DESCRIPTION:

All of the 9' Drainage Easement, 10' Drainage Easement, 20' Drainage Easement, Drainage Easement, Truck Turning Easement, 1' Sidewalk Easement, 10' Water Line Easement, 10' Sanitary Sewer Easement, and Private Sanitary Sewer Easement, being in Foothills Subdivision according to the recorded plat thereof as filed for record at Reception No. 1349348 in the Pueblo County Records.

STREET VACATION DESCRIPTION:

All of the public and private street right-of-way being in Foothills Subdivision according to the recorded plat thereof as filed for record at Reception No. 1349348 in the Pueblo County Records.
And
All of the public and private street right-of-way being in Irving Park Subdivision blocks 10 and 11

RESERVATIONS:

NONE

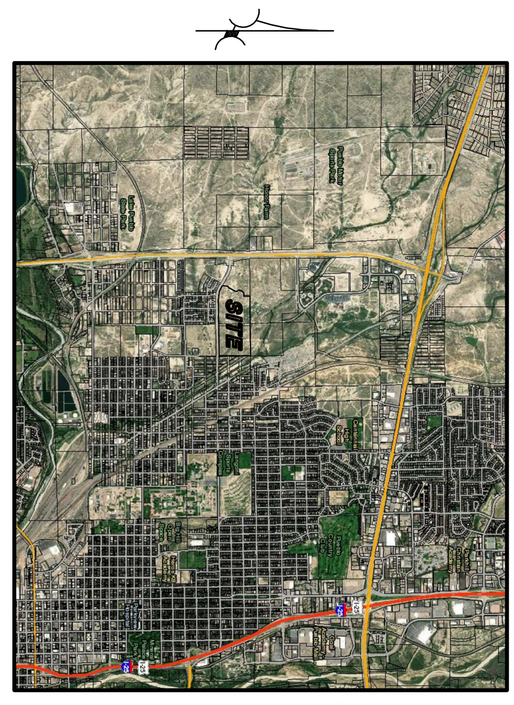
PURPOSE:

Resubdivision

PREPARED BY:

NorthStar Engineering and Surveying, Inc.
111 E. 5TH STREET
PUEBLO, COLORADO, 81003

BY: _____
Michael L. Cuppy
Colorado Registered Professional
Land Surveyor No. 38485
For and on Behalf of NorthStar Engineering and Surveying, Inc.



VICINITY MAP
NOT TO SCALE

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

JN 2001400

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

v

MINUTES OF PLANNING AND ZONING COMMISSION PUBLIC HEARING AND WORKSESSION

City of Pueblo, Colorado
Wednesday, March 23, 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 3:39 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, Christopher Pasternak, Sarah Martinez, and Lisa Bailey.

Commissioners Absent: Alexandra Aznar

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Danielle Baxter, Planner; Andrew Hayes, Public Works Director, Melanie Turner, Transportation Engineer.

APPROVAL OF AGENDA

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

Motion passed 6-0, Aznar Absent

PUBLIC MEETING AND ACTION

Regular Agenda

1b. V-21-04 Foothills Subdivision Street and Easement Vacation

Staff report Beritt Odom, Principal Planner

BACKGROUND:

The applicant is requesting to vacate all the streets and easements in the Foothills Subdivision, A Special Area Plan, which was subdivided in 2000. The purpose of the Foothills Street and easement vacation is to facilitate the Pikes Peak Park, Filing No. 1 Subdivision. Vacation of a portion of Oakland Blvd., Columbia Ave., Emerson Ave., and the entire alley in Block 11, Irving Park Subdivision, which is located directly east of the Foothills subdivision, is necessary to accommodate stormwater drainage and infrastructure for the Pikes Peak Park, Filing No. 1 Subdivision. None of the streets proposed to be vacated have been improved or utilized as right-of-way by the public. None of the easements proposed to be vacated contain public utilities.

Recommended Action:

The Subdivision Review Committee recommends that the Street and Easement Vacation be recommended for **APPROVAL.**

HEARING

Ashleigh Winans, NeighborWorks of Southern Colorado, 1241 E. Routt; Tamara Pleshek, NeighborWorks of Southern Colorado; applicants and Mike Cuppy, NorthStar Engineering, representing the applicants stated that they did not have additional testimony regarding the vacation request.

COMMISSION ACTION:

Motion to approve V-21-04 with staff conditions made by Bailey, second by Spinuzzi.

MOTION PASSED: 6-0 (Aznar Absent)

city of PUEBLO colorado

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-21-04 Foothills Subdivision, Street and Easement Vacation
S-21-12 Pikes Peak Park, Filing No. 1

DATE: March 29, 2022

Please place the above referenced submittals on the City Council Agenda.

Per our meeting with Mike Cuppy this morning, we are allowing this be placed on the agenda prior to mylars being submitted. In the event mylars are not submitted as soon as practical, the agenda items will be pulled from council agenda.

Also, please note that this vacation & plat will not be recorded until the signed offsite easement, for construction of Sawatch Way, is submitted as part of the Part II requirements.

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

V-21-04

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 23, 2022
SUBJECT:	Foothills Subdivision Street and Easement Vacation
APPLICANT:	Ashleigh Winans, NeighborWorks Southern Colorado Drew Brice, NorthStar Engineering
OWNER:	Ashleigh Winans, NeighborWorks Southern Colorado
LOCATION:	Generally located north of W. 24th Street and east of N. Pueblo Blvd.
CONCURRENT REQUESTS:	Z-21-16, Rezoning, Pikes Peak Park PUD S-21-12 Pikes Peak Park, Filing No. 1

Request:
Vacation of all streets and easements in the Foothills Subdivision, A Special Area Plan; and a vacation of a portion of Oakland Blvd., Columbia Ave., Emerson Ave., and the entire alley in Block 11, Irving Park Subdivision.

Staff review and findings:
The applicant is requesting to vacate all the streets and easements in the Foothills Subdivision, A Special Area Plan, which was subdivided in 2000. The purpose of the Foothills street and easement vacation is to facilitate the Pikes Peak Park, Filing No. 1 Subdivision. Vacation of a portion of Oakland Blvd., Columbia Ave., Emerson Ave., and the entire alley in Block 11, Irving Park Subdivision, which is located directly east of the Foothills subdivision, is necessary to accommodate stormwater drainage and infrastructure for the Pikes Peak Park, Filing No. 1 Subdivision. None of the streets proposed to be vacated have been improved or utilized as right-of-way by the public. None of the easements proposed to be vacated contain public utilities.

Applicable Regulations:
Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

Recommended Action:
The Subdivision Review Committee recommends that the Street and Easement Vacation be recommended for APPROVAL.

PUBLIC WORKS AND ENGINEERING COMMENTS

- **None**

WASTEWATER

- **None**

STORMWATER

- **None**

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

- **None**

TRANSPORTATION COMMENTS

- **None**

PARKS AND RECREATION COMMENTS

- **None**

REGIONAL BUILDING COMMENTS

- **None**

BOARD OF WATER WORKS COMMENTS

- **None**

COLORADO DEPARTMENT OF TRANSPORTATION COMMENTS

- **None**

COMCAST COMMENTS

- **None**

EXCEL ENERGY COMMENTS

- **None**

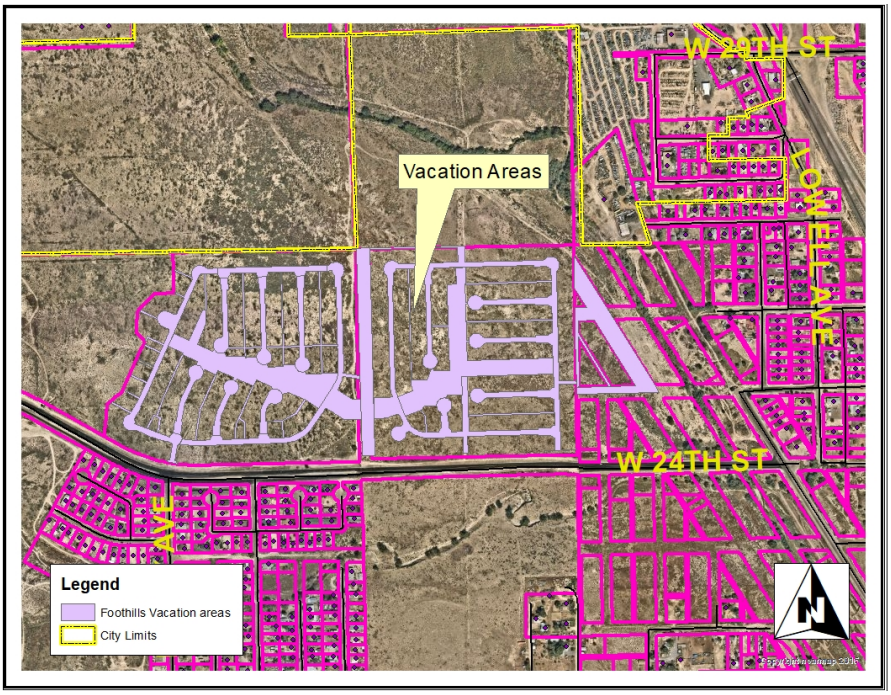
QWEST COMMENTS

- **None**

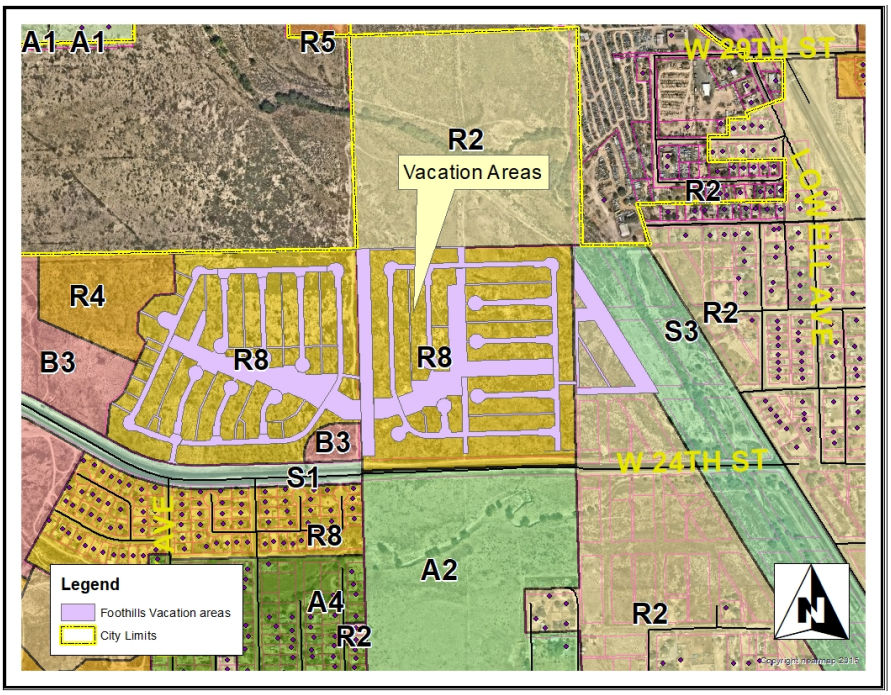
ATTACHMENTS:

A. Aerial Map
B. Zoning Map
C. Site Photographs
D. SRC Memo, March 17, 2022
E. Vacation Plat
F. Vacation Application

ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map

Attachment D. Site Photos



Public Notice Poster


Pikes Peak Park looking north from W. 24th Street



Looking north from S. Portland Ave.

Andrew Hayes
Director Public Works
Director
Transportation Department
Steven Meier
Director Parks & Recreation

city of PUEBLO colorado
Subdivision Review Committee

Scott Hobson
Acting Director Planning & Community Development
Executive Secretary of Planning & Zoning Commission

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: March 17, 2022

Subject: V-21-04 Foothills Street and Easement Vacation and S-21-12 Pikes Peak Park, Filing No. 1

V-21-04 Foothills Street and Easement Vacation:
The subdivision review committee recommends that the street and easement vacation be recommended to City Council for approval.

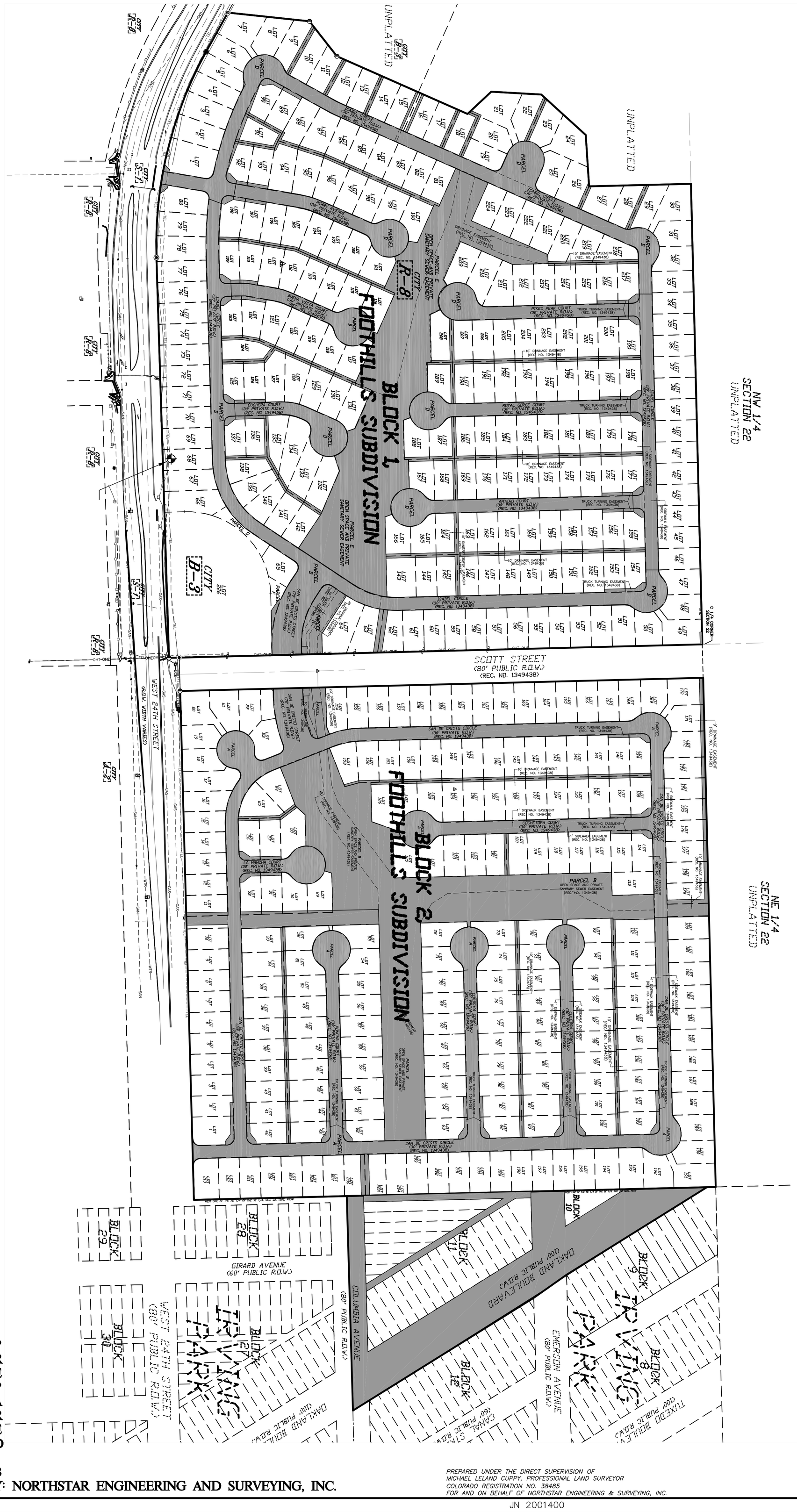
S-21-12 Pikes Peak Park, Filing No. 1:
The subdivision review committee recommends that the Planning and Zoning Commission recommend approval to City Council with the following conditions:

1. Parcels F, H, J, K, and P are the only vehicular access to the adjacent homes, the plat must be amended to dedicate the parcels as “Private Lane” not “Private Alley,” to insure adequate drive width for residents and emergency services.
2. Dedication of Parcel D must be amended to either a “Public Alley” or “Private Lane.”
3. Dedication of Parcels B and C must be amended to either a “Public Alley” or “Private Lane.”
4. Amend the Stormwater Facility Maintenance Agreement, as noted in the “redlined” draft agreement and memorandum from John Sakariason, Stormwater Coordinator, March 16, 2022.
5. Make subdivision plat and utility plan corrections according to the attached redlined plans provided by Joe Martellaro, Associate Engineer II, March 16, 2022.

All conditions must be satisfied prior to City Council review.

FOOTHILLS SUBDIVISION
STREET AND EASEMENT VACATION

A PARCEL OF LAND IN THE S 1/2 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



SCALE: 1" = 120'

0 60' 120' 240'

LEGEND

= PROPOSED VACATION

EASEMENT VACATION DESCRIPTION:

All of the 9' Drainage Easement, 10' Drainage Easement, 20' Drainage Easement, Drainage Easement, Truck Turning Easement, 1' Sidewalk Easement, 10' Water Line Easement, 10' Sanitary Sewer Easement, and Private Sanitary Sewer Easement, being in Foothills Subdivision according to the recorded plat thereof as filed for record at Reception No. 1349348 in the Pueblo County Records.

STREET VACATION DESCRIPTION:

All of the public and private street right-of-way being in Foothills Subdivision according to the recorded plat thereof as filed for record at Reception No. 1349348 in the Pueblo County Records.
And
All of the public and private street right-of-way being in Irving Park Subdivision blocks 10 and 11

RESERVATIONS:

NONE

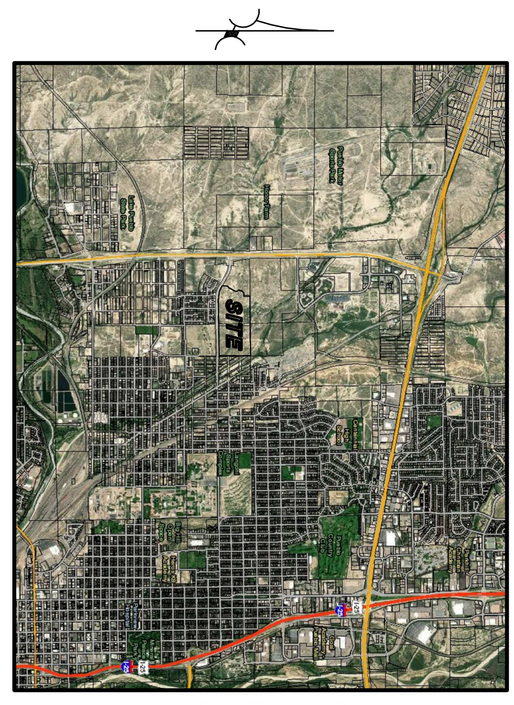
PURPOSE:

Resubdivision

PREPARED BY:

NorthStar Engineering and Surveying, Inc.
111 E. 5TH STREET
PUEBLO, COLORADO, 81003

BY: _____
Michael L. Cuppy
Colorado Registered Professional
Land Surveyor No. 38485
For and on Behalf of NorthStar Engineering and Surveying, Inc.



VICINITY MAP
NOT TO SCALE

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

JN 2001400

city of PUEBLO colorado

Planning & Community Development

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

Planning & Zoning Application

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

Contact Info

Property Owner		**Applicant**	
Name: Ashleigh Winans		Name: SAME AS OWNER	
Company NeighborWorks Southern Colorado		Company:	
Address: 1241 E Routt Ave, Pueblo, CO	Zip: 81004	Address:	Zip:
Phone: (719) 544-8078		Phone: ( )	
Email: awinans@nwsoco.org		Email:	
Engineer		**Surveyor**	
Name: Drew Brice		Name: SAME AS ENGINEER	
Company: NORTHSTAR ENGINEERING		Company:	
Address: 111 E. 5TH ST	Zip: 81003	Address:	Zip:
Phone: (719) 544-6823		Phone: ( )	
Email: DBRICE@NORTHSTAR-CO.COM		Email:	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: North of 24th st, West of Wildhorse Creek and East of Pueblo Blvd.
(address or general description)

Parcel No(s): 0522430217, 522310230

Existing Zone: PUD | Proposed Zone (if applicable):

PUD Name (if applicable): PIKE PEAKS PARK

Project Scope

Project Name: Pikes Peak Park, Filing No. 1

- ☐ Rearrangement of Property Boundaries:
  - # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____ sf
  - ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☐ Special Area Plan
- ☐ Street Name Change: Existing Name: _____ Proposed Name: _____
- ☐ Subdivision: # of lots: _____ Total acres: _____
- ☐ Text Amendment
- ☒ Vacation: ☒ Street ○ Alley ☒ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

(Continued from previous page)

Project Information

Provide a brief description of the proposed request:
Vacate all roads and easements in the Foothills Subdivision.

What is the total acreage included in the project? 73.925

What is the proposed use of the property?

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

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

If yes, please list: Rezone to PUD (Pikes Peak Park), Pikes Peak Park, Filing No. 1 Subdivsion

Attachments

Attachment Checklist

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

- ☐ A. CD with DWF and DWG (Autocad) 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:	Ashleigh Winans	
Signature:	Ashleigh Winans	Date: 12/7/2021

Applicant, if different from Property Owner

Print Name:		
Signature:		Date:

Office Use Only

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

January 24, 2022

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Ashleigh Winans, NeighborWorks Southern Colorado** for the approval of the following application(s):

V-21-04; Foothills Street and Easement Vacation. Vacation of the streets and easements dedicated within the Foothills Subdivision. Generally located north of W. 24th Street and east of N. Pueblo Blvd.

S-21-12; Pikes Peak Park, Filing 1 Subdivision. Subdivision of approximately 73.92 acres into multiple lots facilitating residential and commercial mixed-use development. Generally located north of W. 24th Street and east of N. Pueblo Blvd.

The Planning and Zoning Commission meeting will be held on February 9, 2022, at 3:30 p.m., by Zoom: Meeting ID:927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston)) or in-person at 1 City Hall Pl (3rd Floor City Council Chambers). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Beritt Odom, Principal Planner
(719) 553-2339

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Scott Hobson, Director
Planning & Community Development
Beritt Odom, Principal Planner
(719) 553-2339

CASE NUMBER V-21-04

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Easement Vacation: Pikes Peak Park Street and Easement Vacation to be sent to the attached list of owners of the property lying within hundred (300) feet of the said property on which the vacation 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 & 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 Pikes Peak Park Street and Easement vacation, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

2-18-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

Owner	OwnerStree	OwnerCity	Ow	OwnerZip
BUTCHER JAMES H	1 JUDYS DREAM LN	PUEBLO	CO	81005-8703
NEIGHBORHOOD HOUSING SERVICES OF F	1241 E ROUTT AVE	PUEBLO	CO	81004-2908
SKWAREK FAMILY TRUST + SKWAREK FRAI	13195 HIGHLINE DR	COLORADC	CO	80908-3331
PINELLE JAMES P/PINELLE SHIRLEY A	2205 CLIFF LOMBARD ST	PUEBLO	CO	81003-3877
VILLALOBOS CORRAL URIEL	2221 NEWPORT AVE	PUEBLO	CO	81003-3811
ALVAREZ CLAUDIA	2306 SKYMESA CT	PUEBLO	CO	81003
ANDERSON JASON MICHAEL + ANDERSON	2307 SUNBURST CT	PUEBLO	CO	81003-3848
ALLISON AMY J	2308 PERRY AVE	PUEBLO	CO	81003-3845
PAYNE WILLIAM S / PAYNE JANET S	2309 PERRY AVE	PUEBLO	CO	81003-3849
CERVANTES JOHN A / CERVANTES SHA	2309 SKYMESA CT	PUEBLO	CO	81003
KIRKMAN GERTIE	2311 CANYON RIVER CT	PUEBLO	CO	81003-3847
KNABE WAYNE L	2311 NEWPORT AVE	PUEBLO	CO	81003-3850
TREFETHEN ROBERT A + TREFETHEN CYN	2311 SUNBURST CT	PUEBLO	CO	81003-3848
GILMORE MALIA ASHLEY	2312 MOUNTAIN VALLEY CT	PUEBLO	CO	81003-3841
STONE ROBYN K	2312 NEWPORT AVE	PUEBLO	CO	81003-3840
RAMIREZ EDWARD	2312 SKYMESA CT	PUEBLO	CO	81003
EVANS JAMES W/EVANS JACQUELINE M	2312 SUNBURST CT	PUEBLO	CO	81003-3848
ORR MICHAEL	2313 PERRY AVE	PUEBLO	CO	81003-3849
ROGERS KENNETH WADE	2314 MOUNTAIN VALLEY CT	PUEBLO	CO	81003-3841
HARRISON ROBERT L/HARRISON SUSAN	2318 MOUNTAIN VALLEY CT	PUEBLO	CO	81003
DEVE HEATHER M + JACKSON JEFFREY A	2320 MOUNTAIN VALLEY CT	PUEBLO	CO	81003-3841
HANLEY NATHAN	2322 MOUNTAIN VALLEY CT	PUEBLO	CO	81003-3841
CUYPERS MICHEL + CUYPERS JUDITH	2324 MOUNTAIN VALLEY CT	PUEBLO	CO	81003-3841
TORRES ROBERT	2326 MOUNTAIN VALLEY CT	PUEBLO	CO	81003-3841
GARCIA MOLLY A	2409 CLIFFMOOR LN	PUEBLO	CO	81008-2353
PORTER LARRY W/PORTER NORAH E	2831 TEMPLE LN	PUEBLO	CO	81003-1061
C M H HOMES INC	3912 N FREEWAY RD	PUEBLO	CO	81008-9615
BAMBER EMMA RUBERSON TRUST + HAY	4016 RIDGE DR	PUEBLO	CO	81008-1720
BATEMAN TERRIE L	4150 COUNTY LN 17	ORDWAY	CO	81063-9720
REGALADO PATRICK	903 E B ST	PUEBLO	CO	81003-3507
MCKINNEY ROSE MARY	909 W PITKIN AVE	PUEBLO	CO	81004-1142
GUTTNER MICHELLE	PO BOX 11135	PUEBLO	CO	81001-0135
CITY OF PUEBLO A MUNICIPAL CORPORAT	PO BOX 1427	PUEBLO	CO	81002-1427
SOCO ENTERPRISES LLC	PO BOX 18132	COLORADC	CO	80935-8132

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: April 11, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

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

SUBJECT: AN ORDINANCE APPROVING THE PIKES PEAK PARK, FILING NO. 1 SUBDIVISION

SUMMARY:

The applicant is requesting to resubdivide 79.01-acres into 114 single-family residential lots, four commercial/mixed use and multifamily residential lots, one lot for a possible future fire station site, and multiple parcels dedicated to easements, access, park amenities and future development sites.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to rezone the property to Pikes Peak Park Planned Unit Development (PUD) zone district and is also requesting to vacate all the streets and easements in the Foothills subdivision.

BACKGROUND:

The proposed Pikes Peak Park, Filing No. 1 Subdivision is intended to create a walkable, mixed residential community with neighborhood serving retail and includes lots and parcels designed for single-family residential, multifamily residential, commercial/mixed use, public facilities, park amenities, and private access to residential units. This is a resubdivision of the Foothills Subdivision, A Special Area Plan, 2000, which was approved for manufactured home development and a commercial node along West 24th Street. The subdivision will create 114 single-family lots with varying sizes to accommodate the three types of single-family residential structures proposed within the Pikes Peak Park PUD, single-family attached, single-family detached rear-loaded, single-family detached front-loaded.

Pikes Peak Park PUD Development Guide establishes right-of-way standards for a “Public Alley” and a “Private Lane.” The Public Alley requires a 12-foot paved drive-lane and the Private Lane requires a 20-foot paved drive-lane, “where lane serves as fire access.” The Pueblo Fire Department issued a variance to allow “dead-end fire apparatus access roads in excess of 150-feet for Parcel E, blocks 7&8. Single-family detached residential, front-loaded lots have a minimum lot width of 45-feet, minimum lot area of 4,000 square feet, and maximum lot coverage of 50-percent. Commercial, multifamily residential, and commercial mixed-use lots are located along West 24th Street and Sun Mountain Boulevard Park, trail and open space amenities are provided within Parcel M. Drainage, detention, and utilities will be provided in Parcel L, Parcels Q and R are “Non-Buildable” and are reserved for future resubdivision prior to development. Lot 1, Block 11, located north of West 24th Street and adjacent to the western property line, may be developed as a City of Pueblo Fire station in the future.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 23, 2022 Public Hearing, voted 6 to 0 recommend approval. (Commission Aznar absent)

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.

ALTERNATIVES:

If City Council does not approve this Ordinance, the site will not be resubdivided which will impede development of the site.

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 Public Hearing dated March 23, 2022
Memorandum from the Department of Public Works Dated March 29, 2022
Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE PIKES PEAK PARK, FILING NO. 1 SUBDIVISION

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

SECTION 1.

The final plat of the Pikes Peak Park, Filing No. 1 being a subdivision of land legally described as:

Parcels of land located in the South one-half of Section 22, Township 20 South, Range 65 West of the 6th P.M. in the County of Pueblo and State of Colorado and being more particularly described as follows:

All of Blocks 1 and 2 of Foothills Subdivision, A Special Area Plan as filed for record at Reception No. 1349438 in the office of the Pueblo County Clerk and Recorder.

And

All of Blocks 10 and 11 of Irving Park Subdivision and adjacent vacated right-of-way.

Containing 79.01 acres, (3,441,687 sf) more or less.

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use.

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-l0-l0l, et seq. Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the City or its officers, employees or agents.

SECTION 4.

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

SECTION 5.

This Ordinance shall be approved upon final passage but shall not become effective until: (a) all information, documents, drawings, profiles, and plat required by Chapter 4 of Title XII of the Pueblo Municipal Code meeting and complying with the subdivision requirements of the City with such modifications, if any, approved by City Council, have been filed with and approved by the Director of Public Works, and (b) the final subdivision plat is recorded in the office of the Pueblo County Clerk and Recorder. If any such filings and approvals have been deferred pursuant to Section 12-4-5(b)(2) of the Pueblo Municipal Code and are not for any reason filed and approved within one (1) year after final passage of this Ordinance, or within any extended period granted by Resolution of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the Subdivider. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

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.

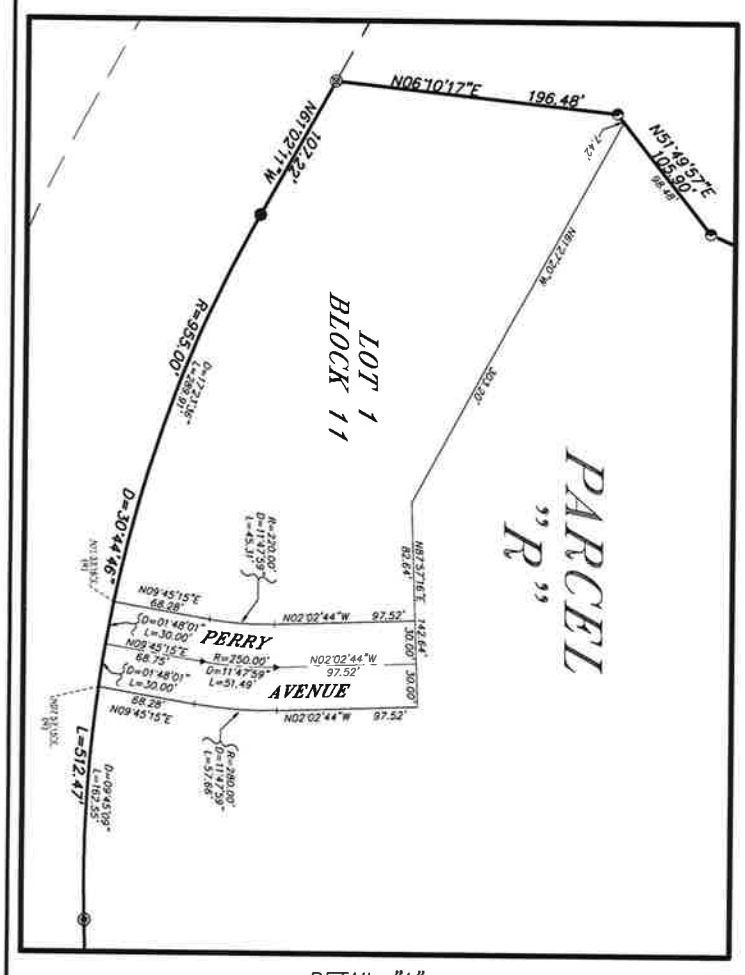
_____
President of City Council

ATTEST

_____
City Clerk

PIKES PEAK PARK, FILING NO. 1

A PARCEL OF LAND IN THE S 1/2 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



DETAIL "A"
SCALE: 1"=60'

SCALE: 1" = 120'

0 60' 120' 240'

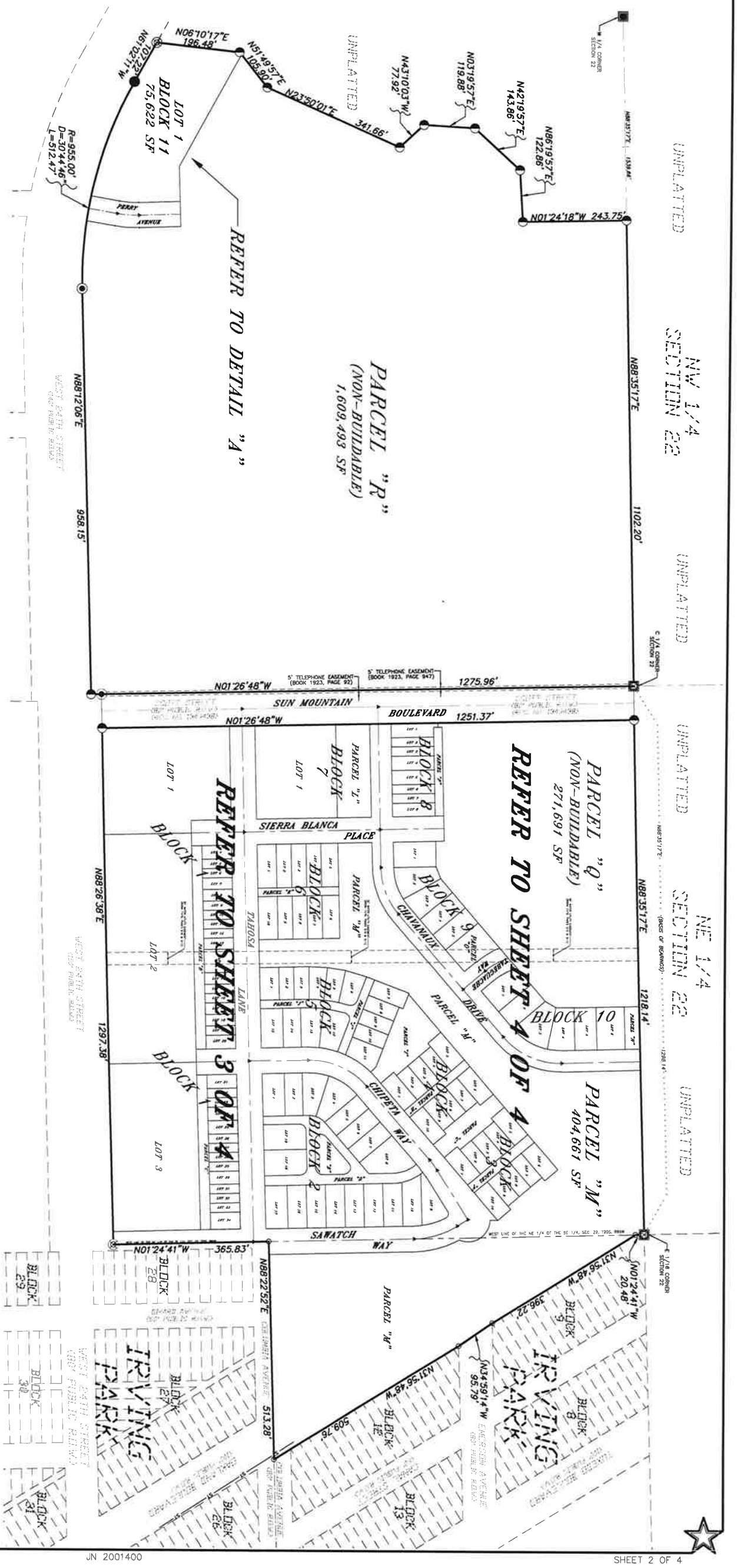
LEGEND

- FOUND 3 1/4" DIAMETER BRASS CAP BLM
- FOUND 3 1/4" DIAMETER ALUMINUM CAP WITH NO. 6 REBAR, PLS 12933
- FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS 12933
- FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS – ILLEGIBLE
- FOUND NO. 4 REBAR – NO CAP
- FOUND NO. 5 REBAR WITH GREEN PLASTIC CAP, PLS 38245
- MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS

P.U.E.	PUBLIC UTILITIES EASEMENT
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
(R)	RADIAL

BASIS OF BEARINGS

THE NORTH SECTION LINE OF THE NW 1/4 OF SE 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M. TO BEAR N. 88°35'17" E.



PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

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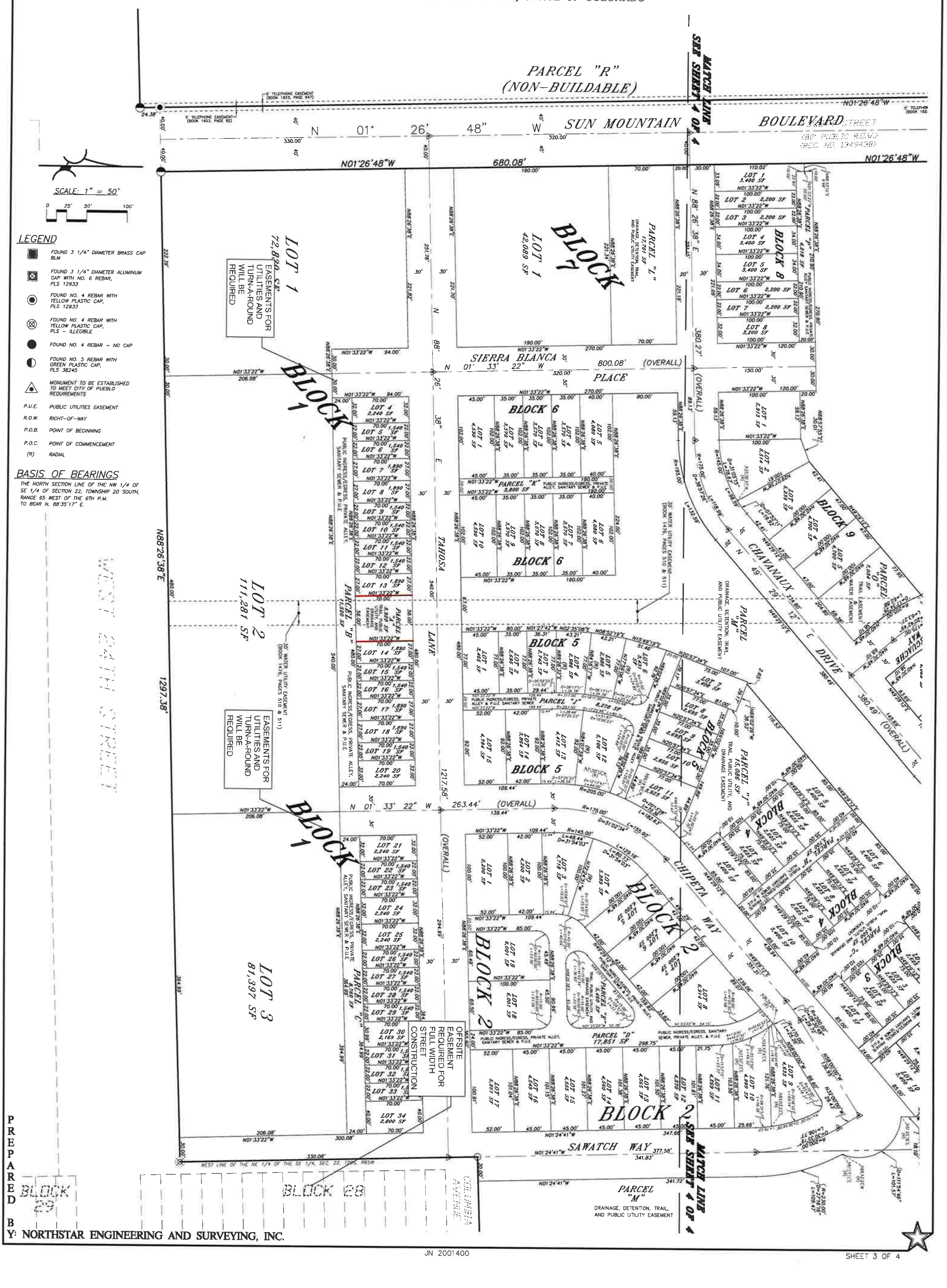

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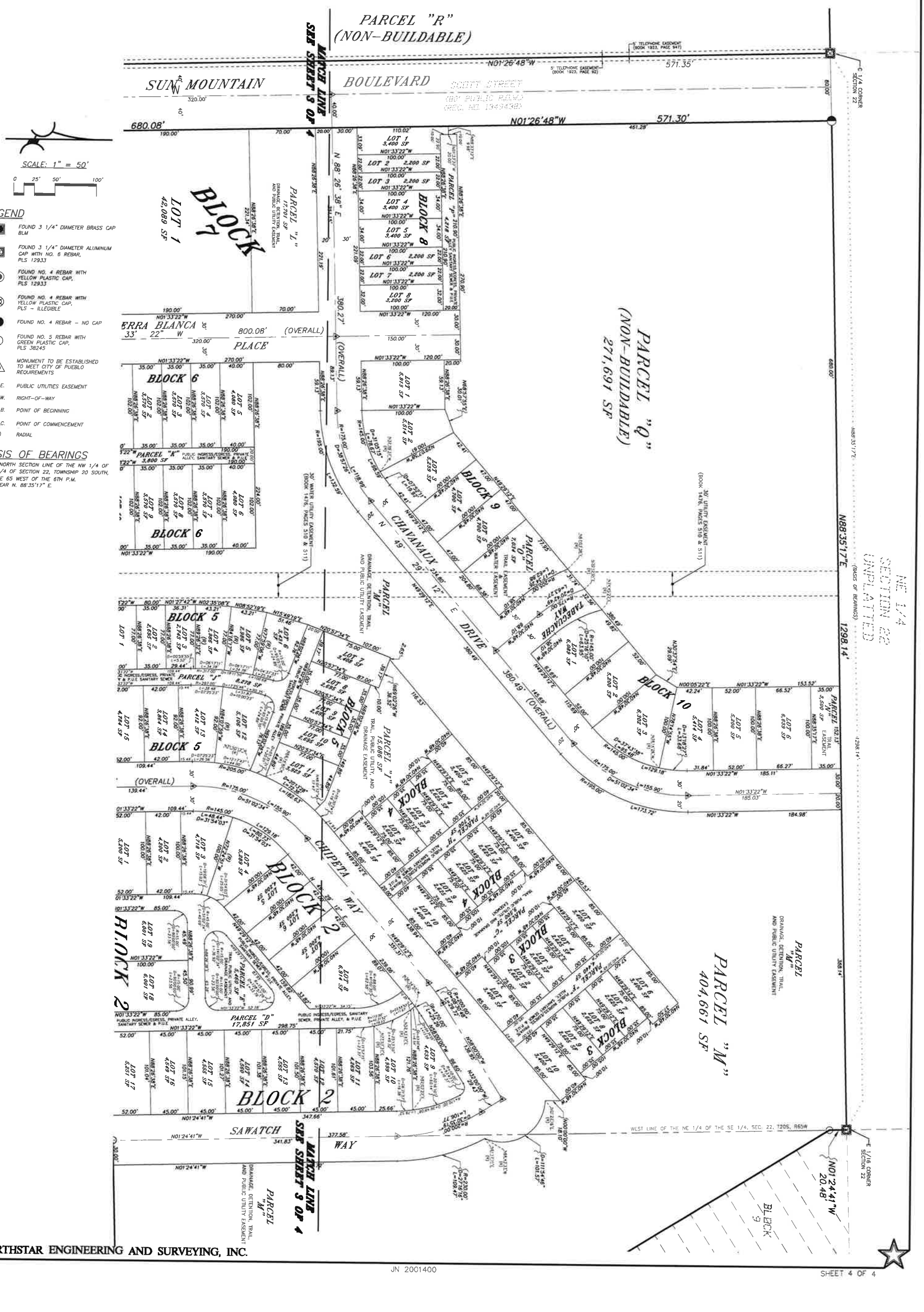


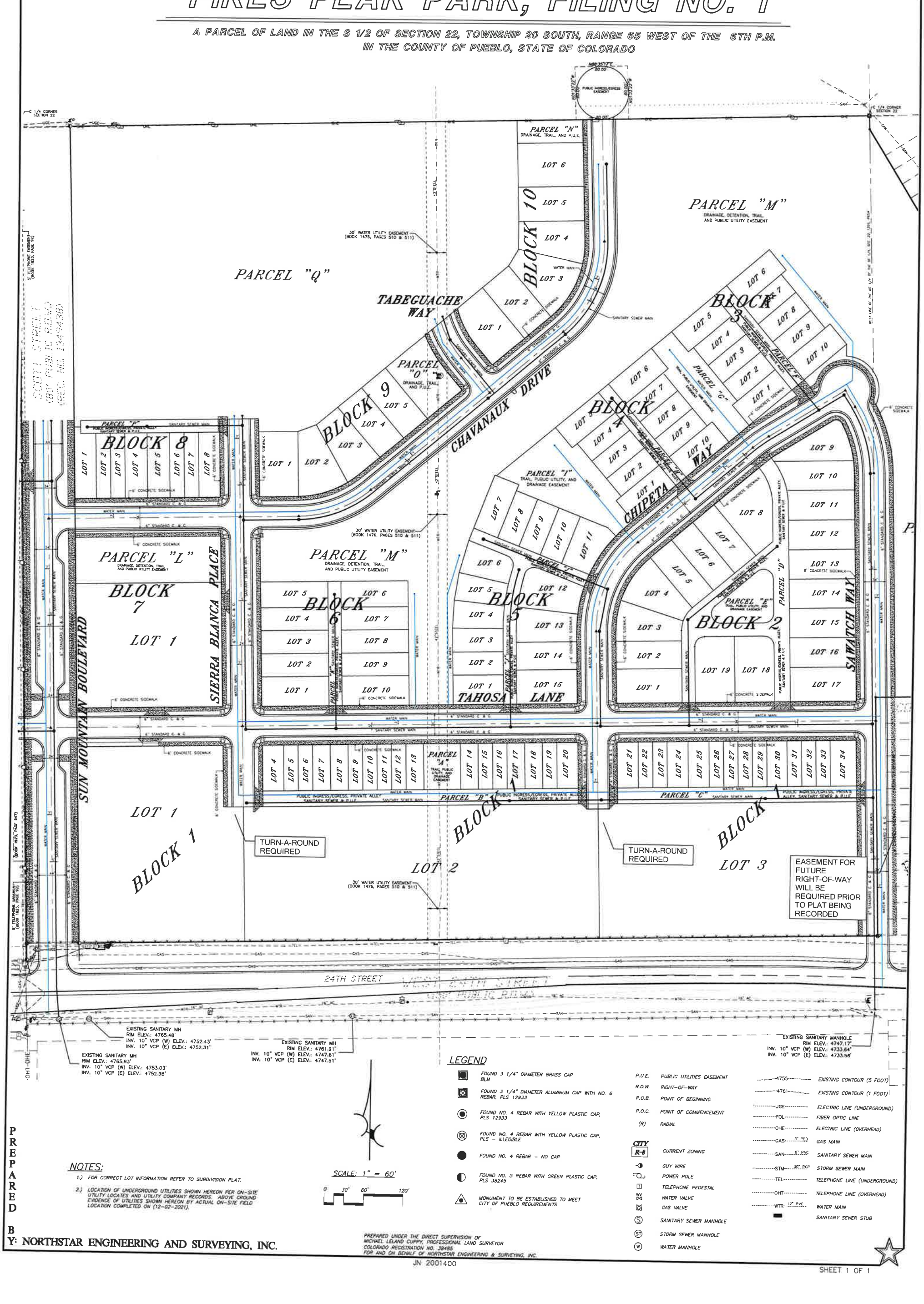
PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 2001400

UTILITY MAP OF:

PIKES PEAK PARK, FILING NO. 1

A PARCEL OF LAND IN THE S 1/2 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



NOTES:

1.) FOR CORRECT LOT INFORMATION REFER TO SUBDIVISION PLAT.

2.) LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON PER ON-SITE UTILITY LOCATES AND UTILITY COMPANY RECORDS. ABOVE GROUND EVIDENCE OF UTILITIES SHOWN HEREON BY ACTUAL ON-SITE FIELD LOCATION COMPLETED ON (12-02-2021).

SCALE: 1" = 60'

0 30' 60' 120'

LEGEND

- FOUND 3 1/4" DIAMETER BRASS CAP BLM
- FOUND 3 1/4" DIAMETER ALUMINUM CAP WITH NO. 6 REBAR, PLS 12933
- FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS 12933
- FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS – ILLEGIBLE
- FOUND NO. 4 REBAR – NO CAP
- FOUND NO. 5 REBAR WITH GREEN PLASTIC CAP, PLS 38245
- MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS

P.U.E. PUBLIC UTILITIES EASEMENT
R.O.W. RIGHT-OF-WAY
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
(R) RADIAL

CITY R-8 CURRENT ZONING

GUY WIRE
POWER POLE
TELEPHONE PEDESTAL
WATER VALVE
GAS VALVE
SANITARY SEWER MANHOLE
STORM SEWER MANHOLE
WATER MANHOLE

4755 EXISTING CONTOUR (5 FOOT)
4761 EXISTING CONTOUR (1 FOOT)
UGE ELECTRIC LINE (UNDERGROUND)
FOL FIBER OPTIC LINE
OHE ELECTRIC LINE (OVERHEAD)
GAS 3" PED GAS MAIN
SAN 8" PVC SANITARY SEWER MAIN
STM 30" RCP STORM SEWER MAIN
TEL TELEPHONE LINE (UNDERGROUND)
OHT TELEPHONE LINE (OVERHEAD)
WTR 12" PVC WATER MAIN
SANITARY SEWER STUB

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

JN 2001400

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

v

MINUTES OF PLANNING AND ZONING COMMISSION PUBLIC HEARING AND WORKSESSION

City of Pueblo, Colorado
Wednesday, March 23, 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 3:39 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, Christopher Pasternak, Sarah Martinez, and Lisa Bailey.

Commissioners Absent: Alexandra Aznar

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Danielle Baxter, Planner; Andrew Hayes, Public Works Director, Melanie Turner, Transportation Engineer.

APPROVAL OF AGENDA

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

Motion passed 6-0, Aznar Absent

PUBLIC MEETING AND ACTION

Regular Agenda

1c. S-21-12 Pikes Peak Park, Filing No. 1 Subdivision

Staff report Beritt Odom, Principal Planner

BACKGROUND:

The applicant is requesting to resubdivide 79.01 acres into 114 single-family residential lots; four commercial/mixed use and multifamily residential lots; one lot for possible future Fire Station development; and multiple parcels dedicated to easements, access, park amenities, and future development sites.

The proposed Pikes Peak Park, Filing No. 1 Subdivision is intended to create a walkable, mixed residential community with neighborhood serving retail and includes lots and parcels designed for single-family residential, multifamily residential, commercial/mixed use, public facilities, park amenities, and private access to residential units. This is a resubdivision of the Foothills Subdivision, A Special Area Plan, 2000, which was approved for manufactured home development and a commercial node along W. 24th Street.

The subdivision will create 114 single-family lots with varying sizes to accommodate the three types of single-family residential structures proposed within the Pikes Peak Park PUD, single-family attached, single-family detached rear-loaded, single-family detached front-loaded. Single-family attached residential will be constructed on the 17 lots located south of Tahosa Lane and the eight lots within Block 8, located north of Chavanaux Lane. The single-family attached lots vary in width between 32-feet and 22-feet with a 70-foot depth. The lots front Tahosa Lane and Chavanaux Lane, vehicular access is provided by the private alley, which will be subdivided as Parcels B, C and P. The Pikes Peak Park PUD does not have provisions for a "Private Alley," therefore the dedication of Parcels B and C must be amended to either a "Public Alley" or "Private Lane." Parcel P is a dead-end access parcel; therefore, it must be amended to be a "Private Lane."

Single-family detached, rear-loaded, structures will be constructed on the lots located north of Tahosa Lane, west of Chipeta Way, and north of Chavanaux Drive. Lots within Blocks 3, 4, 5, and 6 front "green courts" and are configured in a cluster pattern. The minimum lot width is 35-feet, minimum lot area is 3,100 square feet, and maximum lot coverage is 60-percent. The proposed PUD allows vehicular access to these homes from dead-end parcels dedicated to public ingress/egress and utilities. The Subdivision plat dedicates these parcels, which provides access to the homes fronting green courts, as "Private Alleys." Pikes Peak Park PUD Development Guide establishes right-of-way standards for a "Public Alley" and a "Private Lane." The Public Alley requires a 12-foot paved drive-lane, and the Private Lane requires a 20-foot paved drive-lane, "where lane serves as fire access." Because Parcels F, H, J, K, and P are the only vehicular access to the adjacent homes and have a dead-end, the plat must be amended to dedicate the parcels as "Private Lanes" not "Private Alley," to insure adequate drive width for residents and emergency services. The Pueblo Fire Department issued a variance to allow "dead-end fire apparatus access roads in excess of 150-feet for Parcel E, blocks 7&8. Additionally, the lots adjacent to the dead-end of the access parcels have a greater setback, 20-feet as opposed to 5-feet, to allow additional space for vehicles to turn around.

Single-family detached residential, front-loaded lots are larger and closer to standard residentially zoned lots. The minimum lot width is 45-feet, minimum lot area is 4,000 square feet, and maximum lot coverage is 50-percent. Residences constructed on these lots will front Sawatch Way, Chipeta Way, and Tahosa Lane. The lots will also have alley access adjacent to the rear lot line, provided by Parcel D. Parcel D is dedicated for public ingress/egress, utilities and "Private Alley." The Pikes Peak Park PUD does not have provisions for a "Private Alley," therefore the dedication of Parcel D must be amended to either a "Public Alley" or "Private Lane."

Commercial, multifamily residential, and commercial mixed-use lots are located along W. 24th Street and Sun Mountain Blvd. Park, trail, and open space amenities are provided within Parcel M. Drainage, detention, and utilities will be provided in Parcel L, Parcels Q and R are "non-Buildable" and are reserved for future resubdivision prior to development. Finally, Lot 1, Block 11, located north of W. 24th Street and adjacent to the western property line, may be developed as a City of Pueblo Fire station in the future.

Recommended Action:

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

- **Request for Deferred Filings,** Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, March 17, 2022.
- **Overhead Electric Lines:** Three phase overhead electric mainlines exist along the northern property line and adjacent to the western right-of-way boundary of Sun Mountain Blvd. All overhead lines, as identified in the exhibit from Black Hills, must be undergrounded and identified in the Exhibit B of the Subdivision Improvement Agreement (Derek Chavez, email and exhibit, March 16, 2022).

Conditions of Approval:

- (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.):
- Parcels F, H, J, K, and P are the only vehicular access to the adjacent homes, the plat must be amended to dedicate the parcels as "Private Lane" not "Private Alley," to insure adequate drive width for residents and emergency services.
- Dedication of Parcel D must be amended to either a "Public Alley" or "Private Lane."
- Dedication of Parcels B and C must be amended to either a "Public Alley" or "Private Lane."
- Amend the Stormwater Facility Maintenance Agreement, as noted in the "redlined" draft agreement and memorandum from John Sakariason, Stormwater Coordinator, March 16, 2022.
    - Make subdivision plat and utility plan corrections according to the attached redlined plans provided by Joe Martellaro, Associate Engineer II, March 16, 2022.

HEARING

Ashleigh Winans, NeighborWorks of Southern Colorado, 1241 E. Routt; Tamara Pleshek, NeighborWorks of Southern Colorado; applicants and Mike Cuppy, NorthStar Engineering, representing the applicants stated that they did not have additional testimony regarding the Subdivision request.

COMMISSION ACTION:

Motion to approve S-21-12 with staff conditions made by Bailey, second by Avalos.

MOTION PASSED: 6-0 (Aznar Absent)

city of PUEBLO colorado

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-21-04 Foothills Subdivision, Street and Easement Vacation
S-21-12 Pikes Peak Park, Filing No. 1

DATE: March 29, 2022

Please place the above referenced submittals on the City Council Agenda.

Per our meeting with Mike Cuppy this morning, we are allowing this be placed on the agenda prior to mylars being submitted. In the event mylars are not submitted as soon as practical, the agenda items will be pulled from council agenda.

Also, please note that this vacation & plat will not be recorded until the signed offsite easement, for construction of Sawatch Way, is submitted as part of the Part II requirements.

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

S-21-12

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 23, 2022
SUBJECT:	Pikes Peak Park, Filing No. 1
APPLICANT:	Ashleigh Winans, NeighborWorks Southern Colorado
ENGINEER	Drew Brice, NorthStar Engineering and Surveying
PROPERTY OWNER:	NeighborWorks Southern Colorado
LOCATION:	Generally located north of W. 24th Street and east of N. Pueblo Blvd.
EXISTING ZONE:	R-8, Manufactured Home Residential District B-3, Highway and Arterial Business District
CONCURRENT REQUESTS:	Z-21-16, Rezoning, Pikes Peak Park PUD V-21-04, Vacation, Foothills Street and Easement Vacation

REQUEST:
The applicant is requesting to resubdivide 79.01 acres into 114 single-family residential lots; four commercial/mixed use and multifamily residential lots; one lot for possible future Fire Station development; and multiple parcels dedicated to easements, access, park amenities, and future development sites.

STAFF REVIEW AND FINDINGS:
The proposed Pikes Peak Park, Filing No. 1 Subdivision is intended to create a walkable, mixed residential community with neighborhood serving retail and includes lots and parcels designed for single-family residential, multifamily residential, commercial/mixed use, public facilities, park amenities, and private access to residential units. This is a resubdivision of the Foothills Subdivision, A Special Area Plan, 2000, which was approved for manufactured home development and a commercial node along W. 24th Street.

The subdivision will create 114 single-family lots with varying sizes to accommodate the three types of single-family residential structures proposed within the Pikes Peak Park PUD, single-family attached, single-family detached rear-loaded, single-family detached front-loaded. Single-family attached residential will be constructed on the 17 lots located south of Tahosa Lane and the eight lots within Block 8, located north of Chavanaux Lane. The single-family attached lots vary in width between 32-feet and 22-feet with a 70-foot depth. The lots front Tahosa Lane and Chavanaux Lane, vehicular access is provided by the private alley, which will be subdivided as Parcels B, C and P. The Pikes Peak Park PUD does not have provisions for a "Private Alley," therefore the

dedication of Parcels B and C must be amended to either a "Public Alley" or "Private Lane." Parcel P is a dead-end access parcel, therefore it must be amended to be a "Private Lane."

Single-family detached, rear-loaded, structures will be constructed on the lots located north of Tahosa Lane, west of Chipeta Way, and north of Chavanaux Drive. Lots within Blocks 3, 4, 5, and 6 front "green courts" and are configured in a cluster pattern. The minimum lot width is 35-feet, minimum lot area is 3,100 square feet, and maximum lot coverage is 60-percent. The proposed PUD allows vehicular access to these homes from dead-end parcels dedicated to public ingress/egress and utilities. The Subdivision plat dedicates these parcels, which provides access to the homes fronting green courts, as "Private Alleys." Pikes Peak Park PUD Development Guide establishes right-of-way standards for a "Public Alley" and a "Private Lane." The Public Alley requires a 12-foot paved drive-lane and the Private Lane requires a 20-foot paved drive-lane, "where lane serves as fire access." Because, Parcels F, H, J, K, and P are the only vehicular access to the adjacent homes and have a dead-end, the plat must be amended to dedicate the parcels as "Private Lanes" not "Private Alley," to insure adequate drive width for residents and emergency services. The Pueblo Fire Department issued a variance to allow "dead-end fire apparatus access roads in excess of 150-feet for Parcel E, blocks 7&8. Additionally, the lots adjacent to the dead-end of the access parcels have a greater setback, 20-feet as opposed to 5-feet, to allow additional space for vehicles to turn around.

Single-family detached residential, front-loaded lots are larger and closer to standard residentially zoned lots. The minimum lot width is 45-feet, minimum lot area is 4,000 square feet, and maximum lot coverage is 50-percent. Residences constructed on these lots will front Sawatch Way, Chipeta Way, and Tahosa Lane. The lots will also have alley access adjacent to the rear lot line, provided by Parcel D. Parcel D is dedicated for public ingress/egress, utilities and "Private Alley." The Pikes Peak Park PUD does not have provisions for a "Private Alley," therefore the dedication of Parcel D must be amended to either a "Public Alley" or "Private Lane."

Commercial, multifamily residential, and commercial mixed-use lots are located along W. 24th Street and Sun Mountain Blvd. Park, trail and open space amenities are provided within Parcel M. Drainage, detention, and utilities will be provided in Parcel L, Parcels Q and R are "Non-Buildable" and are reserved for future resubdivision prior to development. Finally, Lot 1, Block 11, located north of W. 24th Street and adjacent to the western property line, may be developed as a City of Pueblo Fire station in the future.

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

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

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

Requests for Modifications to Requirements:	Not Applicable
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, March 17, 2022.

Plat Deficiencies:	Not Applicable
Overhead Electric Lines:	Three phase overhead electric mainlines exist along the northern property line and adjacent to the western right-of-way boundary of Sun Mountain Blvd. All overhead lines, as identified in the exhibit from Black Hills, must be undergrounded and identified in the Exhibit B of the Subdivision Improvement Agreement (Derek Chavez, email and exhibit, March 16, 2022).
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. Parcels F, H, J, K, and P are the only vehicular access to the adjacent homes, the plat must be amended to dedicate the parcels as "Private Lane" not "Private Alley," to insure adequate drive width for residents and emergency services. 2. Dedication of Parcel D must be amended to either a "Public Alley" or "Private Lane." 3. Dedication of Parcels B and C must be amended to either a "Public Alley" or "Private Lane." 4. Amend the Stormwater Facility Maintenance Agreement, as noted in the "redlined" draft agreement and memorandum from John Sakariason, Stormwater Coordinator, March 16, 2022. 5. Make subdivision plat and utility plan corrections according to the attached redlined plans provided by Joe Martellaro, Associate Engineer II, March 16, 2022.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The subject property is unimproved.

- **Neighborhood Compatibility:**
  - North
    - A-1, County Agricultural One, undeveloped
  - East
    - R-2, Single-Family Residential, undeveloped
  - South
    - R-8, Manufactured Home Residential, manufactured homes
    - A-2, Agricultural Two District, undeveloped
  - West
    - R-4, Mixed Residential District, undeveloped
    - B-3, Highway and Arterial Business District

- **Comprehensive Plan Compliance:**
  The project site has been designated by the Pueblo Comprehensive Plan as "Urban Residential." The Pueblo Comprehensive Plan states that *Urban Residential* neighborhoods are found predominantly within

the city limits of Pueblo and the urbanizing areas in the City's immediate periphery. These neighborhoods have a mixture of housing types and neighborhood commercial services. The Comprehensive Plan states further that "zoning for duplexes, garden apartments and small office buildings may be allowed along collector and arterial roads." According to the Comprehensive Plan, densities within the Urban Neighborhoods are generally 4-7 units per acre.

The proposed Pikes Peak Park, Filing No. 1 includes a mixture of residential and commercial lots. Residential uses include single-family detached, single-family attached, multifamily residential and mixed use residential. The Pikes Peak Park PUD allows a maximum of 1,065 dwelling units, with a total density of 13.48 units per acre, which is much higher than the maximum density of 7 units per acre as recommended by the Comprehensive Plan. The proposed Pueblo Regional Comprehensive Plan, 2022, also designates the subject site as Urban Neighborhood but allows for densities between 6-16 units per acre. The proposed subdivision has an approximate density of 1.44 single-family residential units per acre; however, this does not account for future multifamily and mixed-use development or future phases of residential development within future subdivisions. The overall density of the development is limited by the Pikes Peak Park PUD Development Guide provisions. Proposed commercial uses are located adjacent to W. 24th Street and Sun Mountain Blvd. West 24th Street is a Principal Arterial, and the future Sun Mountain Blvd is classified as a Minor Arterial, which conforms to the Comprehensive Plan.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

- **Minimum lot size and width:**
  - All lots meet the minimum lot width and area as proposed in the Pikes Peak Park PUD Development Guide.

REFERRAL AGENCIES AND COMMENTS:

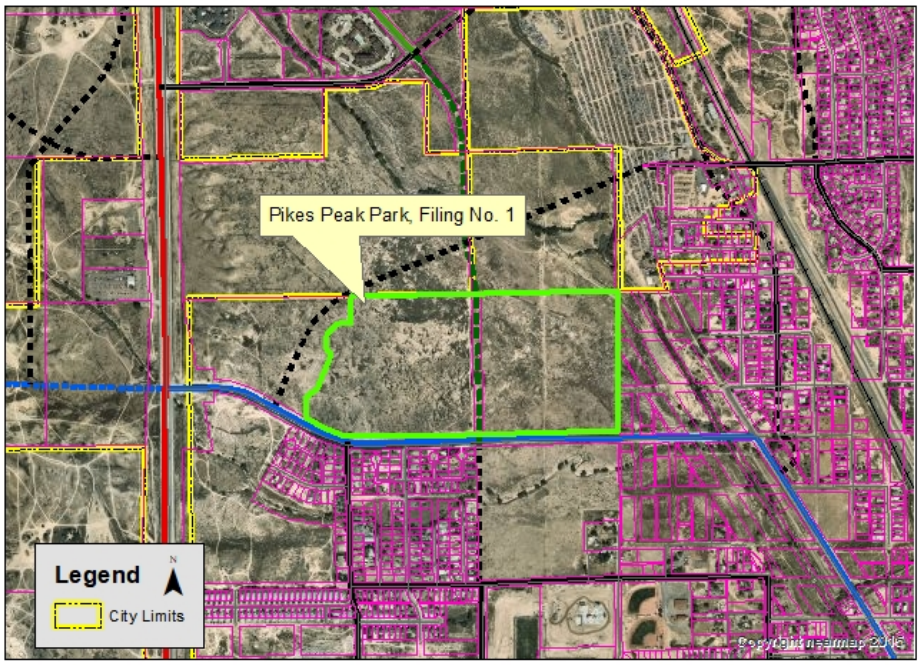
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- Pueblo Board of Water Works- Make subdivision plat and utility plan corrections according to the attached redlined plans provided by Joe Martellaro, Associate Engineer II, March 16, 2022.
- City Wastewater-No comment
- City Stormwater-Please see the attached memorandum from John Sakariason, Stormwater Coordinator,
- City Parks and Recreation Department-No comment
- City GIS-No Comment
- Xcel Energy-No Comment
- Black Hills Energy- Please see the attached email and overhead electric line exhibit from Derek Chavez, March 15, 2022
- CDOT-No comment

ATTACHMENTS:

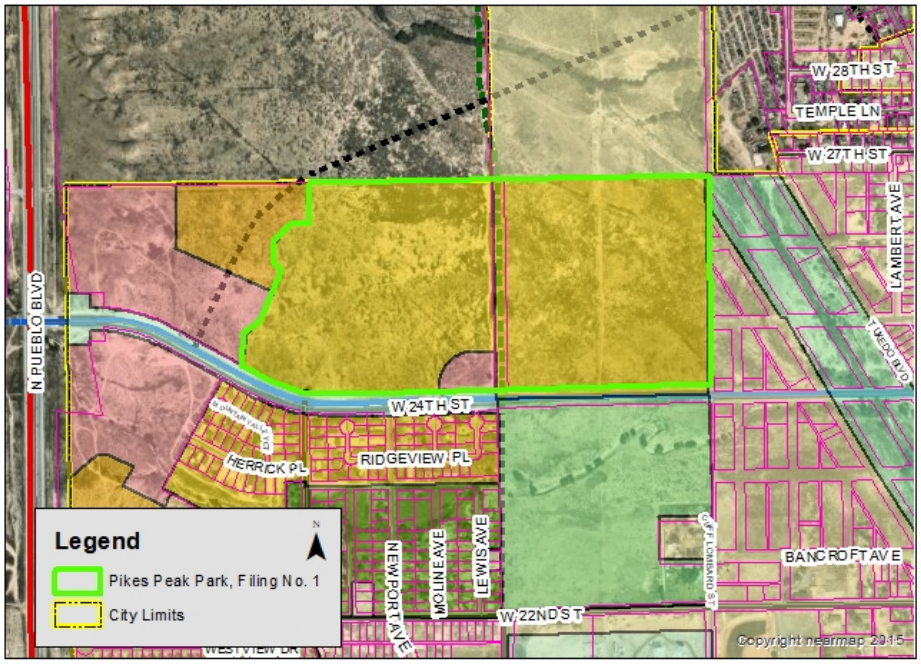
A. Aerial Photograph
B. Zoning Map

C. Comprehensive Plan Map
D. Site Photographs
E. SRC Memo, March 17, 2022
F. Plat
G. Subdivision Application
H. Black Hills Energy Overhead Electric Line Exhibit
I. Stormwater Utility Memo

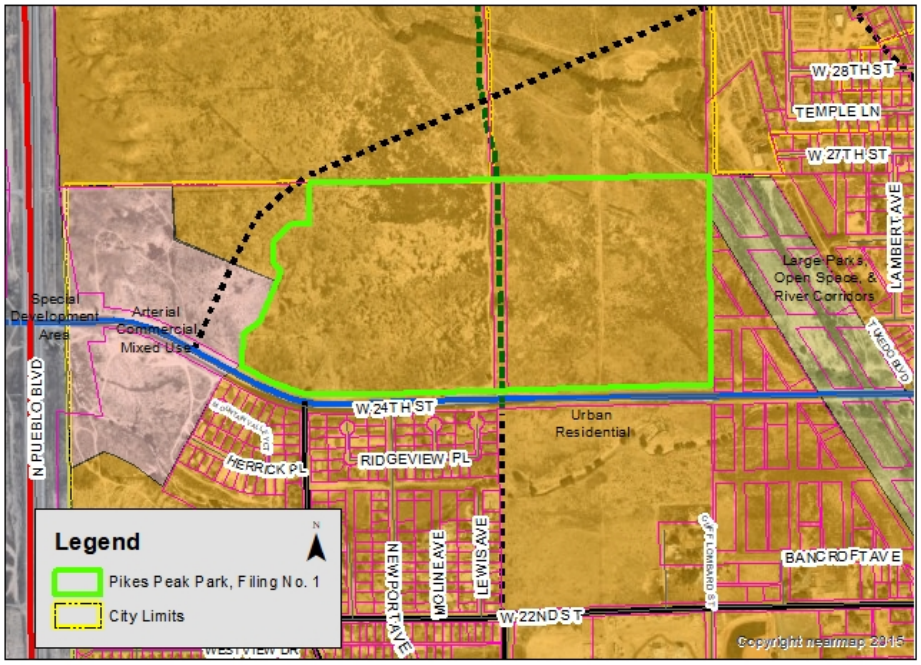
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan

Attachment D. Site Photos



Pikes Peak Park, Filing No. 1, looking north from W. 24th Street



Pikes Peak Park, Filing No. 1, looking west from W. 24th Street

Andrew Hayes
Director Public Works
Director
Transportation Department
Steven Meier
Director Parks & Recreation

city of PUEBLO colorado
Subdivision Review Committee

Scott Hobson
Acting Director Planning & Community Development
Executive Secretary of Planning & Zoning Commission

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: March 17, 2022

Subject: V-21-04 Foothills Street and Easement Vacation and S-21-12 Pikes Peak Park, Filing No. 1

V-21-04 Foothills Street and Easement Vacation:
The subdivision review committee recommends that the street and easement vacation be recommended to City Council for approval.

S-21-12 Pikes Peak Park, Filing No. 1:
The subdivision review committee recommends that the Planning and Zoning Commission recommend approval to City Council with the following conditions:

1. Parcels F, H, J, K, and P are the only vehicular access to the adjacent homes, the plat must be amended to dedicate the parcels as “Private Lane” not “Private Alley,” to insure adequate drive width for residents and emergency services.
2. Dedication of Parcel D must be amended to either a “Public Alley” or “Private Lane.”
3. Dedication of Parcels B and C must be amended to either a “Public Alley” or “Private Lane.”
4. Amend the Stormwater Facility Maintenance Agreement, as noted in the “redlined” draft agreement and memorandum from John Sakariason, Stormwater Coordinator, March 16, 2022.
5. Make subdivision plat and utility plan corrections according to the attached redlined plans provided by Joe Martellaro, Associate Engineer II, March 16, 2022.

All conditions must be satisfied prior to City Council review.

PIKES PEAK PARK, FILING NO. 1

A PARCEL OF LAND IN THE S 1/2 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M. IN THE COUNTY OF PUEBLO, STATE OF COLORADO

THE CITY OF PUEBLO WILL ALSO BE SIGNING THE PLAT WITH NEWLY VACATED ROW THAT THE CITY OWNS

– DEDICATION –

KNOW ALL MEN BY THESE PRESENTS: NEIGHBORWORKS SOUTHERN COLORADO, a Colorado 501(C)3 nonprofit organization, being the sole owner of the following property:

Parcels of land located in the South one-half of Section 22, Township 20 South, Range 65 West of the 6th P.M. in the County of Pueblo and State of Colorado and being more particularly described as follows:

All of Blocks 1 and 2 of Foothills Subdivision, A Special Area Plan as filed for record at Reception No. 1349438 in the office of the Pueblo County Clerk and Recorder.

AND

All of Blocks 10 and 11 of Irving Park Subdivision and adjacent vacated right-of-way.

Containing 79.01 acres, (3,441,687 sf) more or less.

Has caused the aforegoing described property to be surveyed, platted and subdivided into lots, blocks, parcels and streets and has shown hereon certain easements for drainage, landscape, pedestrian use and for all public utilities, and the same to be numbered, platted, subdivided, dimensioned and named as shown on the annexed plat, for the purpose of creating a subdivision to be known as PIKES PEAK PARK, FILING NO. 1.

All public streets and private alleys and all public utility, sanitary sewer, detention, drainage, trail, and ingress/egress easements shown hereon are hereby dedicated to the public for perpetual use. With respect to all easements for City utilities, including but not limited to sanitary and storm water services and whether designated as a drainage easement, detention easement, public utility easement or otherwise hereon, the City of Pueblo shall have the right without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said City utilities and to recover the costs thereof, plus an administrative charge of 15% from said owner(s).

Parcels A, E, G, I, N and O are hereby reserved for drainage, trail, and public utility purposes to be owned and maintained by Pikes Peak Park Metropolitan District.

Parcel L and M are hereby reserved for drainage, detention, trail, and public utility purposes to be owned and maintained by Pikes Peak Park Metropolitan District.

Parcels B, C, D, F, H, J, K and P are hereby reserved for private alleys, public utilities, sanitary sewer, and ingress/egress purposes to be owned and maintained by Pikes Peak Park Metropolitan District.

Parcels Q and R are hereby reserved for future development.

"All of the property shown on this plat shall be subject to the terms and conditions defined and described in the Declaration of Covenants dated _____, and recorded in the office of the Clerk and Recorder of Pueblo County, Colorado."

Drainage facilities located within drainage and/or detention easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owner(s) of all the lots within the subdivision and said lots shall be subject to the terms and conditions of the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s).

Streets, curbs & gutters, and sidewalks located within ingress/egress or access easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the Pikes Peak Park Metropolitan District, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

IN WITNESS WHEREOF, Ashleigh Winans, the CEO of NEIGHBORWORKS SOUTHERN COLORADO, a Colorado 501(C)3 nonprofit organization, sets her hand and seal this _____ day of _____, _____ A.D.:

NEIGHBORWORKS SOUTHERN COLORADO
a Colorado 501(C)3 nonprofit organization

_____
Ashleigh Winans, CEO
NEIGHBORWORKS SOUTHERN COLORADO

STATE OF _____)
)SS
COUNTY OF _____)

I, _____, a Notary Public in and for the County of _____, State of _____, do hereby certify that Ashleigh Winans, the CEO of NEIGHBORWORKS SOUTHERN COLORADO, who is personally known to me to be the identical person who signed the aforegoing dedication, appeared before me this day in person and acknowledged the execution thereof to be her free and voluntary act for the uses and purposes therein set forth as the deed of said Organization.

WITNESS my hand and notarial seal this _____, day of _____, _____ A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public Date

IN WITNESS WHEREOF, Mayor of City of Pueblo, Nicholas Gradisar, a Municipal Corporation, sets his hand and seal this _____, day of _____, _____A.D.:

CITY OF PUEBLO
a Municipal Corporation

_____
Nicholas Gradisar, Mayor of City of Pueblo

STATE OF COLORADO)
)SS
COUNTY OF PUEBLO)

I, _____, a Notary Public in and for the County of Pueblo, State of Colorado, do hereby certify that Nicholas Gradisar, Mayor of CITY OF PUEBLO, a Municipal Corporation, who is personally known to me to be the identical person who signed the aforegoing dedication, appeared before me this day in person and acknowledged the execution thereof to be his free and voluntary act for the uses and purposes therein set forth as the deed of said Municipal Corporation.

WITNESS my hand and notarial seal this_____, day of_____, _____ A.D.:

My Commission Expires:
Address:

_____
Notary Public

– SURVEYOR'S CERTIFICATION –

This is to certify that we have prepared the annexed plat and that it complies with the minimum standards for Land Survey Plats as set forth in Section 38-51-106 Et. Seq., C.R.S. 1994 (as amended). We have performed the accompanying survey and it was conducted by me or under my responsible charge. All lines and dimensions are correctly shown hereon to the best of my knowledge and belief.

Date:

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

By: _____
Michael Leland Cuppy,
Colorado Registered Professional
Land Surveyor No. 38485

For and on Behalf of
NorthStar Engineering and Surveying, Inc.

– IMPROVEMENT CERTIFICATION –

This is to certify that the Subdivider has complied with Alternate No. 4 of Section 12-4-7(J) (1) and with Section 12-4-5 (b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Director of Public Works Date

– PLANNING COMMISSION CERTIFICATION –

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Chairperson Planning Commission Date

– NOTICE –

NOTICE is hereby given that acceptance of this platted subdivision by the City of Pueblo, does not constitute an acceptance of the dedicated public roads, park, and other public improvements for maintenance by the City. Until such dedicated public roads and other parks and public improvements meet the requirements, standards, and specifications, of the City, its subdivision ordinance, and where appropriate, its Park's Department specifications, and such are specifically approved and accepted in writing by the City Director of Public Works and where applicable, the City Director of Parks and Recreation, the maintenance, construction and all other matters pertaining to or affecting said dedicated public roads, parks and other public improvements and rights-of-way are the sole responsibility of the Subdivider or any subsequent owner(s) of the land within this subdivision. City does not accept the private roads, easements and facilities dedicated hereon, nor shall the City be obligated to maintain, construct or repair such private roads, easements, and facilities.

– APPROVAL FOR RECORDING –

Approved by City Council of Pueblo, Colorado, by Ordinance No. _____.

This is to certify that the plat of PIKES PEAK PARK, FILING NO. 1 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

_____ _____
City Clerk Date

PARK TABLE

Land Use	Land Area (ac)	Percentage of Residential Land use
PARK AREA	5.93	27.90%

NOTE: PARK AREA INCLUDES PARCELS E, G, I, O, N, AND THE PORTION OF PARCEL M TO THE WEST OF THE WEST LINE OF THE NE 1/4 OF THE SE 1/4, SEC. 22, T20S, R65W

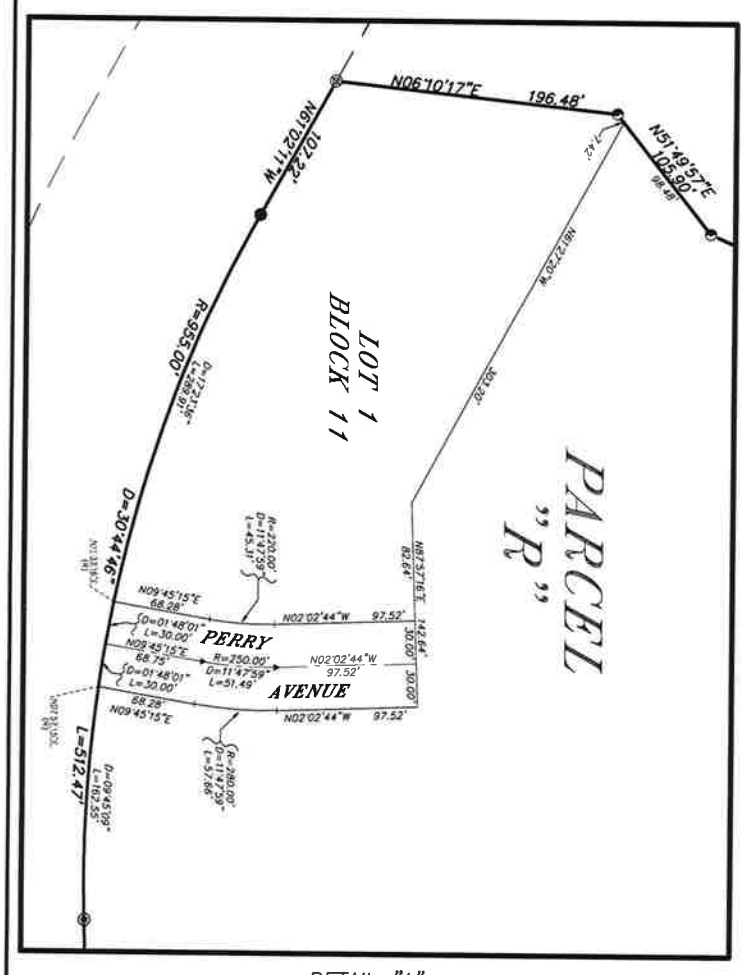
LAND USE TABLE

Land Use	Land Area (ac)	Max. Gross Density du/ac	Max Dwelling units	Max Commercial/ Community Area (sq. ft.)
Residential	19.47	12	233	3000
Commercial Mixed-Use	9.23	20	184	33000

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PIKES PEAK PARK, FILING NO. 1

A PARCEL OF LAND IN THE S 1/2 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



DETAIL "A"
SCALE: 1"=60'

SCALE: 1" = 120'

0 60' 120' 240'

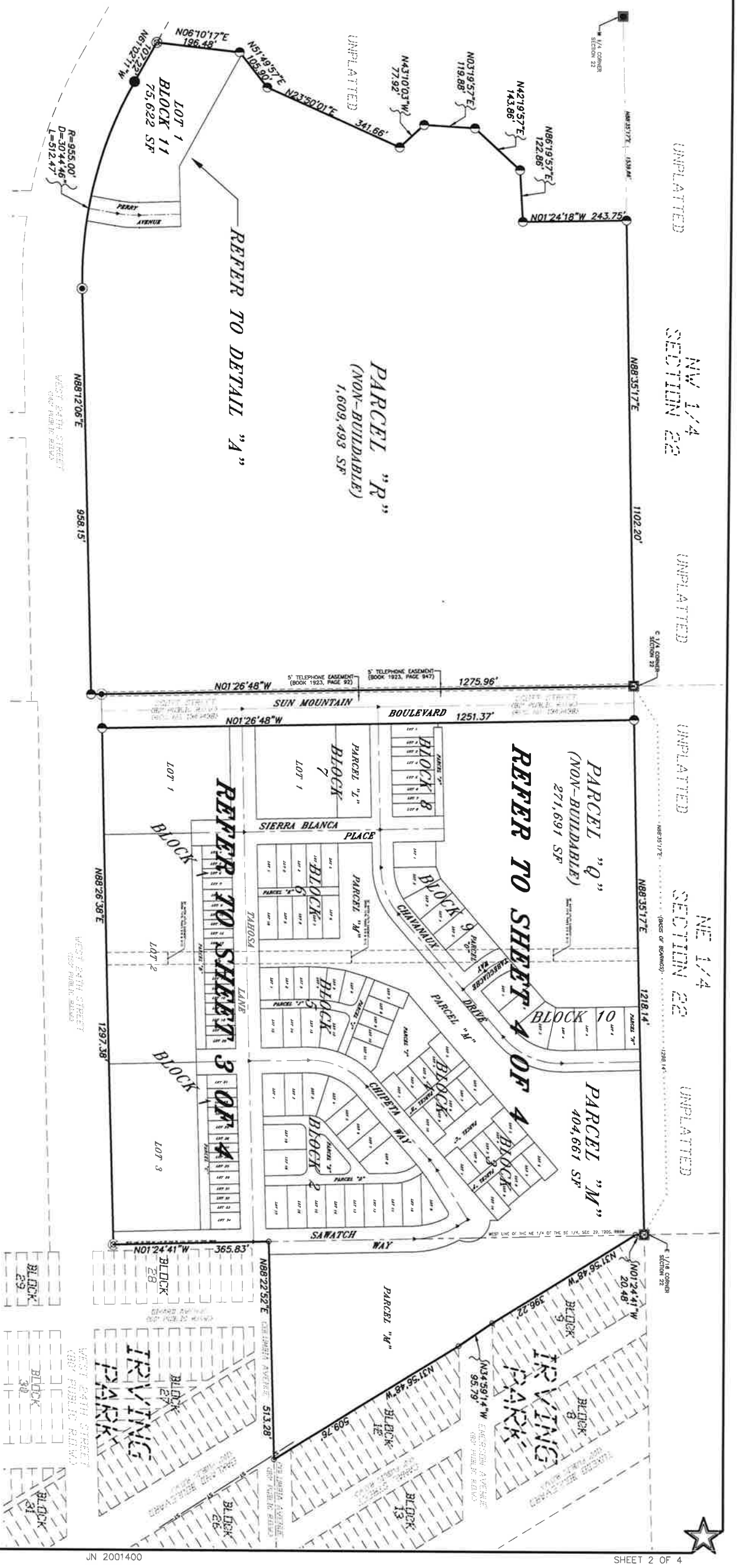
LEGEND

- FOUND 3 1/4" DIAMETER BRASS CAP BLM
- FOUND 3 1/4" DIAMETER ALUMINUM CAP WITH NO. 6 REBAR, PLS 12933
- FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS 12933
- FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS – ILLEGIBLE
- FOUND NO. 4 REBAR – NO CAP
- FOUND NO. 5 REBAR WITH GREEN PLASTIC CAP, PLS 38245
- MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS

P.U.E.	PUBLIC UTILITIES EASEMENT
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
(R)	RADIAL

BASIS OF BEARINGS

THE NORTH SECTION LINE OF THE NW 1/4 OF SE 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M. TO BEAR N. 88°35'17" E.



PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

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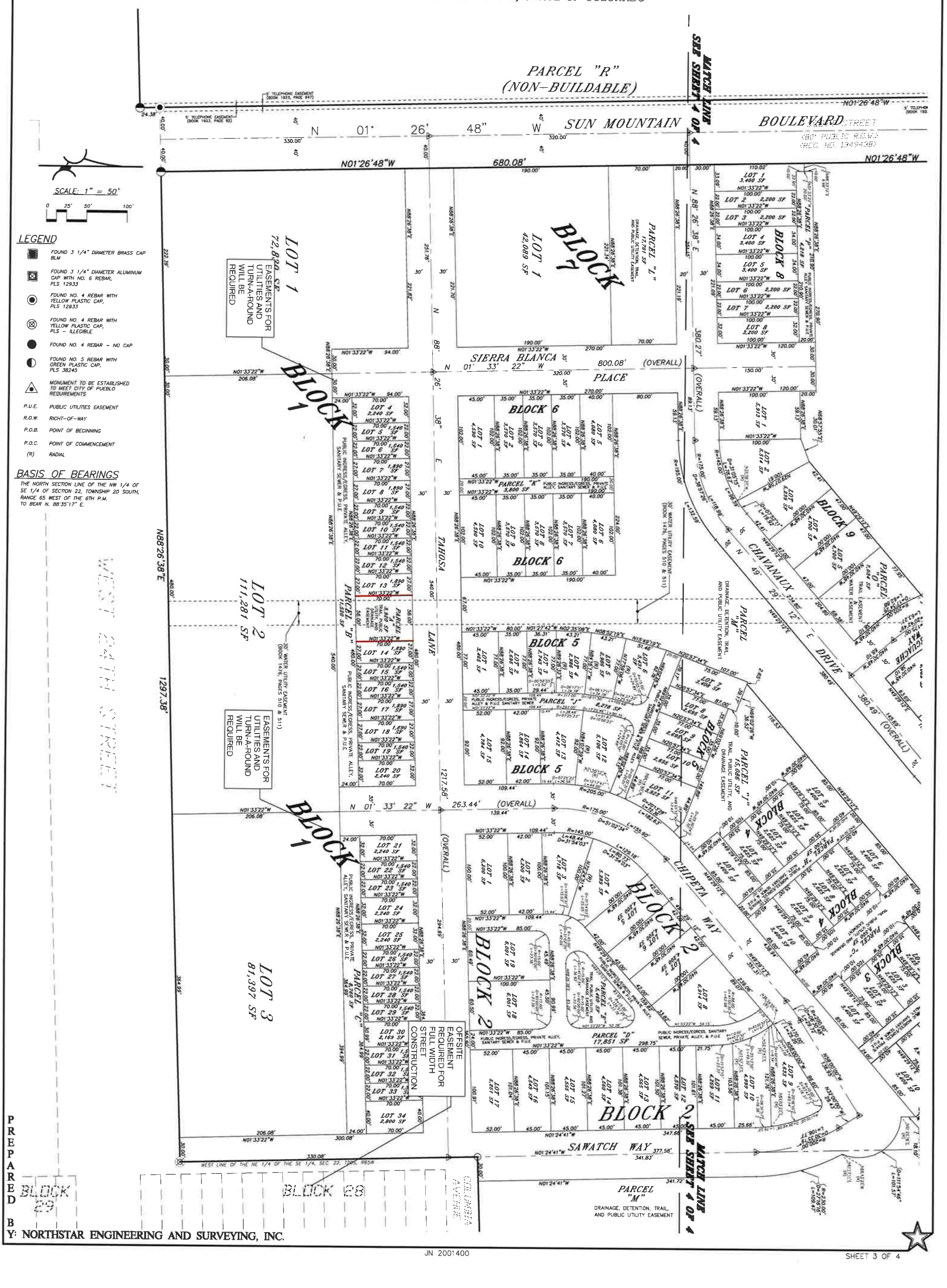

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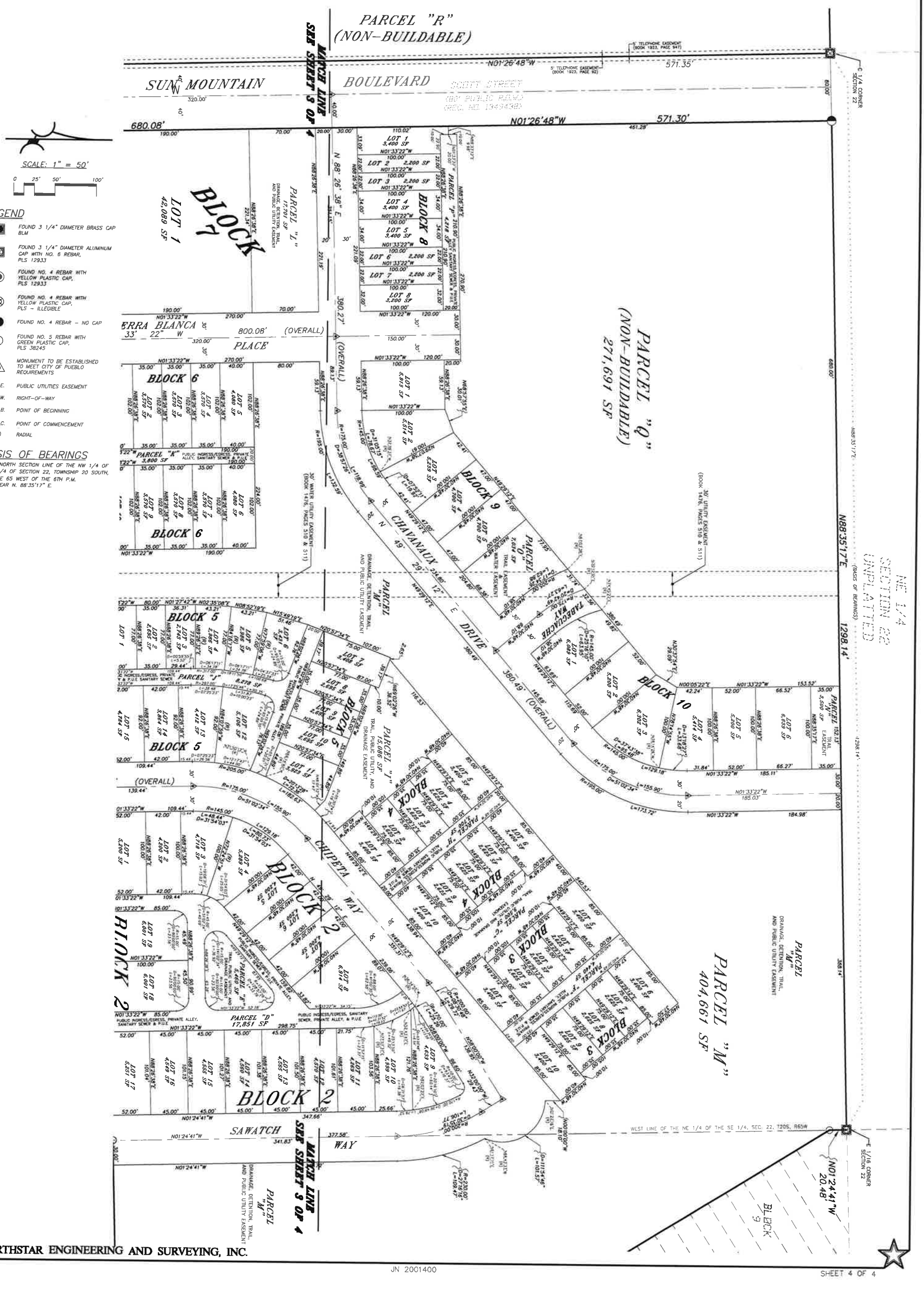

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 2001400

UTILITY MAP OF:

PIKES PEAK PARK, FILING NO. 1

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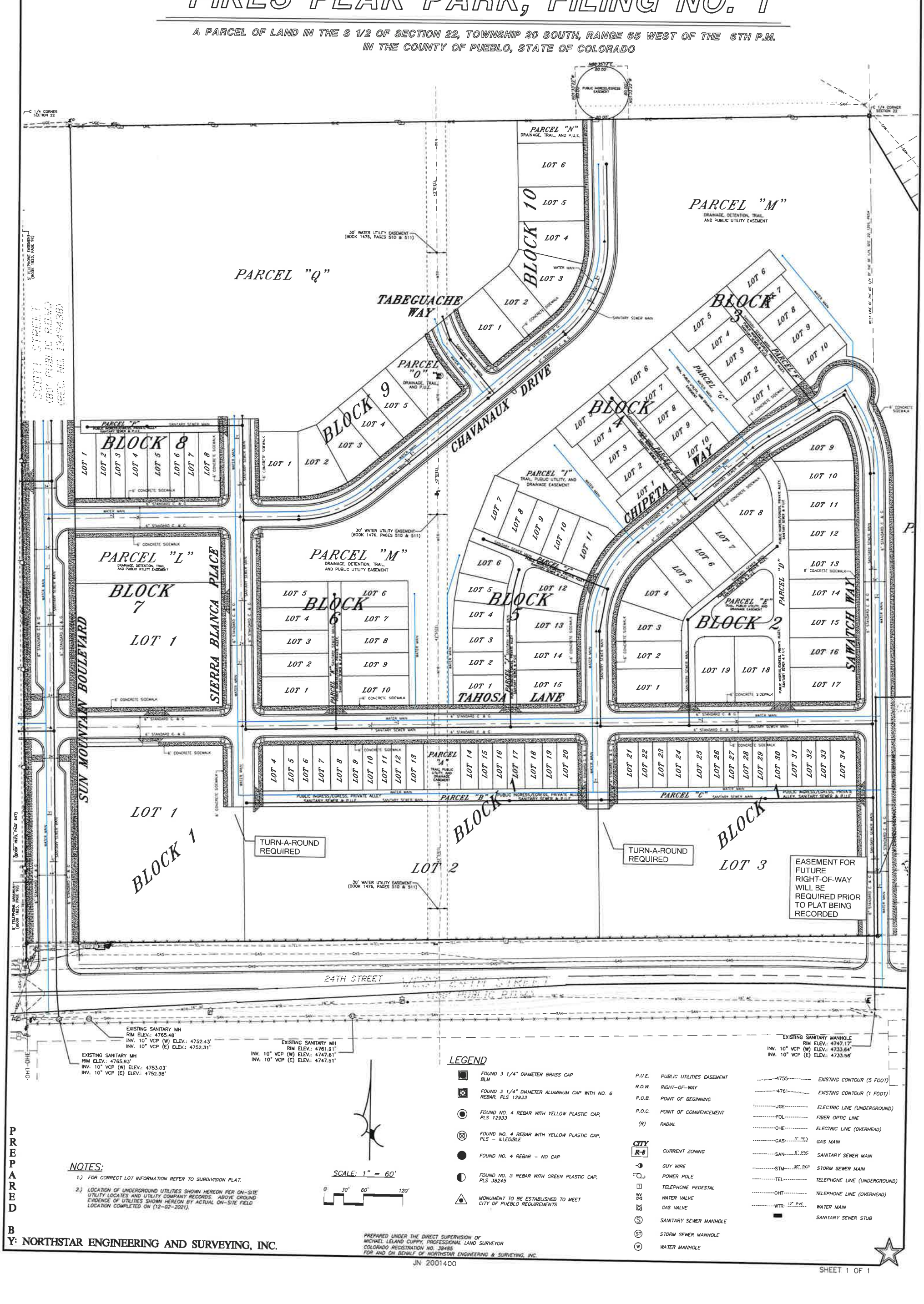

NOTES:

1.) FOR CORRECT LOT INFORMATION REFER TO SUBDIVISION PLAT.

2.) LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON PER ON-SITE UTILITY LOCATES AND UTILITY COMPANY RECORDS. ABOVE GROUND EVIDENCE OF UTILITIES SHOWN HEREON BY ACTUAL ON-SITE FIELD LOCATION COMPLETED ON (12-02-2021).

SCALE: 1" = 60'

0 30' 60' 120'

LEGEND

- FOUND 3 1/4" DIAMETER BRASS CAP BLM
- FOUND 3 1/4" DIAMETER ALUMINUM CAP WITH NO. 6 REBAR, PLS 12933
- FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS 12933
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R.O.W. RIGHT-OF-WAY
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
(R) RADIAL

CITY R-8 CURRENT ZONING

GUY WIRE
POWER POLE
TELEPHONE PEDESTAL
WATER VALVE
GAS VALVE
SANITARY SEWER MANHOLE
STORM SEWER MANHOLE
WATER MANHOLE

4755 EXISTING CONTOUR (5 FOOT)
4761 EXISTING CONTOUR (1 FOOT)
UGE ELECTRIC LINE (UNDERGROUND)
FOL FIBER OPTIC LINE
OHE ELECTRIC LINE (OVERHEAD)
GAS 3" PED GAS MAIN
SAN 8" PVC SANITARY SEWER MAIN
STM 30" RCP STORM SEWER MAIN
TEL TELEPHONE LINE (UNDERGROUND)
OHT TELEPHONE LINE (OVERHEAD)
WTR 12" PVC WATER MAIN
SANITARY SEWER STUB

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

JN 2001400

city of PUEBLO colorado
Planning & Community Development
211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Application

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

Contact Info

Property Owner		**Applicant**	
Name: Ashleigh Winans		Name: SAME AS OWNER	
Company: NeighborWorks Southern Colorado		Company:	
Address: 1241 E Routt Ave, Pueblo, CO	Zip: 81004	Address:	Zip:
Phone: (719) 544-8078		Phone: ( )	
Email: awinans@nwsoco.org		Email:	
Engineer		**Surveyor**	
Name: Drew Brice		Name: SAME AS ENGINEER	
Company: NORTHSTAR ENGINEERING		Company:	
Address: 111 E. 5TH ST	Zip: 81003	Address:	Zip:
Phone: (719) 544-6823		Phone: ( )	
Email: DBRICE@NORTHSTAR-CO.COM		Email:	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: North of 24th st, West of Wildhorse Creek and East of Pueblo Blvd.
(address or general description)

Parcel No(s): 0522430217, 522310230

Existing Zone: PUD | Proposed Zone (if applicable):

PUD Name (if applicable): PIKE PEAKS PARK

Project Scope

Project Name: Pikes Peak Park, Filing No. 1

- ☐ Rearrangement of Property Boundaries:
  # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____sf
  ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☐ Special Area Plan
- ☐ Street Name Change: Existing Name: _____ Proposed Name: _____
- ☒ Subdivision: # of lots: 115 Total acres: 73.925
- ☐ Text Amendment
- ☐ Vacation: ○ Street ○ Alley ○ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

(Continued from previous page)

Project Information

Provide a brief description of the proposed request:
Platting lots, roads, and parcels for the first phase of a development that will include residential, multi-family, and commercial development.

What is the total acreage included in the project? 34.94 73.925

What is the proposed use of the property?

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

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

If yes, please list: Rezone to PUD (Pikes Peak Park)

Attachments

Attachment Checklist

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

- ☐ A. CD with DWF and DWG (Autocad) 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:	Ashleigh Winans	
Signature:	Ashleigh Winans	Date: 11/17/2021
Applicant, if different from Property Owner		
Print Name:		
Signature:		Date:

Office Use Only

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

IDABEL CIR
PIKES PEAK CT
ROYAL GORGE CT
ANTERO CT
SPAULDING AVE
SAN DE CRISTO CIR
COCHETOPA CT
CULEBRA CT
GORDOVA CT
PONCHA CT
LA MANCHA CT
SAN DE CRISTO ST
SAN DE CRISTO CT
PERRY AVE
BUENA VISTA CT
CUCHERA CT
24TH ST

0feet 100feet 200feet 300feet 400feet 500feet 600feet

Prepared By: Dchavez

Date: 03/15/2022

Disclaimer: Black Hills Energy power line location information is provided as a courtesy by Black Hills Energy. The location information is provided "as is" without any guarantee or warranty of any kind, express or implied. Black Hills Energy does not warrant or assume any legal liability or responsibility for the reliance, use, accuracy, completeness, or usefulness of any such information.

3 PHASE OH MAINLINE

Jeff Hawkins, PE, CFM
Director of Stormwater

211 E. "D" Street
Pueblo, CO 81003

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

Stormwater Utility

MEMO

TO: Beritt Odom, Principal Planner

FROM: John Sakariason, Stormwater Coordinator

DATE: March 16, 2022

SUBJECT: S-21-12 P & Z Conditions

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

1. The maintenance agreement has ben submitted, but the stormwater department provided comments to the applicant and is awaiting a resubmittal.

STORMWATER FACILITY MAINTENANCE AGREEMENT

This Stormwater Maintenance Agreement is entered into this **14** day of **March**, 20 **22**, by and between Pueblo, a municipal corporation ("the City") and **Neighborworks Southern Colora** **Neighborworks Southern 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:

See Attached Exhibit A

;

and more commonly known as **Pikes Peak Park** (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:
Neighborworks South , a **501(c)3 nonprofit** (corp/llc, indicate)

By: **Ashleigh Winans, CEO**
, as

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 ___ day of **March**, 20 **22** by **Ashleigh Winans** as **CEO** of the **Neighborworks Southern Colorado**, a **non-profit 501c3** corporation, on behalf of the corporation.

[seal]

_____
Notary Public
My Commission Expires:

_____

January 24, 2022

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Ashleigh Winans, NeighborWorks Southern Colorado** for the approval of the following application(s):

V-21-04; Foothills Street and Easement Vacation. Vacation of the streets and easements dedicated within the Foothills Subdivision. Generally located north of W. 24th Street and east of N. Pueblo Blvd.

S-20-01; Pikes Peak Park, Filing 1 Subdivision. Subdivision of approximately 73.92 acres into multiple lots facilitating residential and commercial mixed-use development. Generally located north of W. 24th Street and east of N. Pueblo Blvd.

The Planning and Zoning Commission meeting will be held on February 9, 2022, at 3:30 p.m., by Zoom: Meeting ID:927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston)) or in-person at 1 City Hall Pl (3rd Floor City Council Chambers). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Beritt Odom, Principal Planner
(719) 553-2339

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Scott Hobson, Director
Planning & Community Development
Beritt Odom, Principal Planner
(719) 553-2339

CASE NUMBER S-21-12

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as Pikes Peak Park Fil #1 to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

2-18-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

Owner	OwnerStree	OwnerCity	Ow	OwnerZip
NEIGHBORHOOD HOUSING SERVICES OF PUEBI	1241 E ROUTT AVE	PUEBLO	CO	81004-2908
PINELLE JAMES P/PINELLE SHIRLEY A	2205 CLIFF LOMBARD S	PUEBLO	CO	81003-3877
TREFETHEN ROBERT A + TREFETHEN CYNTHIA	2311 SUNBURST CT	PUEBLO	CO	81003-3848
EVANS JAMES W/EVANS JACQUELINE M	2312 SUNBURST CT	PUEBLO	CO	81003-3848
PORTER LARRY W/PORTER NORAH E	2831 TEMPLE LN	PUEBLO	CO	81003-1061
BAMBER EMMA RUBERSON TRUST	4016 RIDGE DR	PUEBLO	CO	81008-1720
BAMBER EMMA RUBERSON TRUST + HAYES EI	4016 RIDGE DR	PUEBLO	CO	81008-1720
REGALADO PATRICK	903 E B ST	PUEBLO	CO	81003-3507
MCKINNEY ROSE MARY	909 W PITKIN AVE	PUEBLO	CO	81004-1142
CITY OF PUEBLO A MUNICIPAL CORPORAT	PO BOX 1427	PUEBLO	CO	81002-1427

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 11, 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 LETTER OF INTENT TO SELL 101 W. RIVERWALK PLACE, UNITS 1A AND 1B, TO FULL PLATE MANAGEMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY FOR ONE MILLION ONE HUNDRED TWO THOUSAND FIVE HUNDRED DOLLARS ($1,102,500)

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign a non-binding Letter of Intent for the City to sell 101 W. Riverwalk Place, Units 1A and 1B, to Full Plate Management, LLC for $1,102,500.

PREVIOUS COUNCIL ACTION:

Not applicable to this ordinance.

BACKGROUND:

Units 1A and 1B were conveyed to the City by Professional Bull Riders, Inc. in 2012 and have been vacant since being acquired by the City. For the past 10 years, the City has attempted to sell both units to a business interested in developing the riverwalk property.

FINANCIAL IMPLICATIONS:

The purchase price for the property in the amount of $1,102,500 shall be allocated $490,000 to Unit 1B and $612,500 to Unit 1A.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to sell the property to Full Plate Management, LLC for $1,102,500.

RECOMMENDATION:

Approval of this Ordinance.

Attachments:
Proposed Ordinance
Proposed Letter of Intent.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A LETTER OF INTENT TO SELL 101 W. RIVERWALK PLACE, UNITS 1A AND 1B, TO FULL PLATE MANAGEMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY FOR ONE MILLION ONE HUNDRED TWO THOUSAND FIVE HUNDRED DOLLARS ($1,102,500)

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

SECTION 1.

The Letter of Intent ("Letter") dated April 25, 2022, between the City and Full Plate Management, LLC, a copy of which is attached hereto and is incorporated herein by this reference, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver said Letter in the name of the City and the City Clerk is authorized to fix the seal of the City thereto and attest same.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

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

LETTER OF INTENT

This non-binding Letter of Intent ("LOI") entered into this 25th day of April, 2022 shall form the basis for the preparation of a binding Purchase and Sale Agreement ("PSA") relative to the purchase by Full Plate Management, LLC or assigns ("Purchaser") of 101 E. Riverwalk Place. Condominium Unit 1A and condominium Unit 1B ("Units") (hereinafter referred to as the "Property") from the seller City of Pueblo ("Seller"). The following general terms and conditions will be applicable to the said purchase:

1. **Purchase Price.** The Purchase Price for the Property shall equal $1,102,500 and shall be allocated $490,000 to Unit 1B and $612,500 to Unit 1A. A separate PSA shall be prepared for the purchase of each Unit.

2. **Earnest Money Deposit**. Upon the execution of a formal PSA for each Unit, Purchaser will place in escrow with a title company of the Seller's choosing (the "Title Company") the sum of $25,000.00 as an Earnest Money deposit, split equally between each Unit ($12,500 per Unit). If Purchaser does not terminate the Purchase Agreement during the Due Diligence Period, then the Earnest Money shall become non-refundable and shall be paid to the Seller..

3. **Information to be Provided by the Seller**. After the execution of the PSA, Seller will deliver, or cause to be delivered, to Purchaser, at Seller's expense, the following documents and information related to the Property:

    a. A current Title Commitment covering the Property (one per Unit) issued by the Title Company, together with legible copies of all documents creating any liens, encumbrances, easements, restrictions or other exceptions to title listed in the Title Commitment.

    b. A current recorded Condominium Plat sufficient to enable the Title Company to issue an Owner's Title Policy to Purchaser at Closing.

    c. The Property was not constructed by Seller and therefore Seller is not in possession of engineering reports, environmental reports (with accompanying No Further Action letters from applicable governmental entities, if needed), soil reports, topographical surveys, traffic reports, zoning ordinances, site plans, construction drawings, as-built Building plans, or other similar reports and studies relating to the Property. Said documents may be in the possession of the Professional Bulls Riders, Inc. which constructed the Property and currently occupies other condominium units.

d. Seller covenants that no construction work has been performed on the Property in the last 12 months.

e. The Property was conveyed to the Seller by Professional Bull Riders, Inc. in 2012 and has been vacant since then. Operating statements covering the Property for the current year and for the immediately preceding three calendar years are not in the possession of the Seller.

f. Copies of ad valorem tax statements and property insurance statements covering the Property for the current year, if available, and for the immediately preceding three calendar years are not in the possession of the Seller.

The Title Commitment will be delivered to Purchaser within fifteen (15) days after the execution of the PSA, and the other items in the possession of the Seller will be delivered to Purchaser within five (5) days after the execution of the PSA.

4. **Purchaser's Due Diligence Period and Site Plan Approval Period.** Purchaser shall have a period ending ninety (90) days after the effective date of the PSA ("Due Diligence Period") within which to arrange for financing for the property, conduct a physical inspection of the Property and such other inspections, tests, investigations and feasibility studies as Purchaser may deem necessary or advisable in connection with its purchase and planned Project. Purchaser reserves the right to extend the Due Diligence period for up to two (2) additional thirty (30) day extension periods by depositing an additional $10,000.00 in non-refundable Earnest Money with the Title Company ($5,000.00 per Unit) for each thirty (30) day extension.

   Purchaser may elect to terminate the PSA for any reason, in its sole discretion, at any time during the Due Diligence period, and, if Purchaser so elects to terminate the PSA, the refundable portion of the Earnest Money deposit shall be refunded to Purchaser and Purchaser and Seller shall have no further rights or obligations under the Purchase Agreement. Otherwise, the Earnest Money shall be non-refundable after expiration of the Due Diligence Period.

5. **Title Review**. The Purchase and Sale Agreement will contain customary provisions for Purchaser to deliver notice of any title objections to Seller, and will afford Seller an opportunity to cure Purchaser's title objections. Any outstanding mortgages, assessments and other liens against the

Property will be satisfied and discharged by Seller at Closing, with any related costs to be paid by Seller.

6. **Closing**. The Closing will take place thirty (30) days after the expiration of the Due Diligence period.

7. **Conditions to Closing**. Purchaser's obligation to close its acquisition of the Property under the Purchase agreement will be subject to the following conditions:

   a. Issuance of an Owners Title Policy subject only to the exceptions approved by the Purchaser.
   b. Approval of the use as a Child Care Center by the HARP Board and the Pueblo City Council.
   c. There will be no material and adverse change in the condition of the Property.
   d. Seller's representations and warranties under the Purchase Agreement will be true and correct in all material respects as of the Closing date.

8. **Assignment**. Purchaser shall have the right to assign the Purchase Agreement to any entity, either controlled by or under common control with Purchaser (including a limited partnership whose general partner is controlled by or under common control with Purchaser), or any other unrelated entity.

9. **Brokerage Disclosure**. In accordance with the Colorado Real Estate Commission, this confirms that Nathan Stern and Zach Cytryn of Fuel & Iron Realty represent the Purchaser and are not acting as agents or subagents of the Seller.

10. **Disclaimers**. IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILTY, FITNESS FOR A PARTICULAR PURPOSE, TITLE (OTHER THAN SELLER'S SPECIAL WARRANTY OF TITLE TO BE SET FORTH IN THE SPECIAL WARRANTY DEED), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION (INCLUDING, BUT NOT LIMITED TO, HAZARDOUS MATERIALS CONTAMINATION), UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY.

PURCHSER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS."

11. **Nature of this Letter of Intent**. This Letter of Intent is a non-binding expression of interest. It is understood and agreed that neither party shall be legally bound to the other, unless and until, the terms and conditions relating to this transaction are negotiated and incorporated into the Purchase and Sale Agreement, as signed by both parties.

12. **Counterparts**. This Letter of Intent may be executed in one or more counterparts, each of which will be deemed an original copy of this Letter of Intent.

If the general terms and conditions set forth above are acceptable, please indicate by signing this Letter of Intent in the space provided below. Upon our receipt of a signed copy of this Letter of Intent, Seller's attorney will prepare a draft of the Purchase and Sale Agreement for subsequent review by the parties prior to execution.

ACCEPTED AND AGREED:

SELLER:

CITY OF PUEBLO, CO
A MUNICIPAL CORPORATION

By: _____
Mayor

ATTESTED BY: _____
City Clerk

PURCHASER:

Full Plate Management, LLC

By: _____
Manager

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 11, 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 AN AGREEMENT FOR CONVEYANCE OF REAL PROPERTY AND IMPROVEMENTS BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO DEVELOPMENT FOUNDATION, A COLORADO NONPROFIT CORPORATION, RELATING TO 200 GREENHORN DRIVE, PUEBLO, CO 81004

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign an agreement accepting the conveyance of 200 Greenhorn Drive, located in the City's Minnequa Industrial Park, from the Pueblo Development Foundation, a Colorado nonprofit corporation ("PDF").

PREVIOUS COUNCIL ACTION:

On June 8, 2020, by Ordinance No. 9712, City Council agreed to transfer up to $5 million from the "half-cent" Economic Development Tax Fund to PDF for the acquisition of land and construction of a so-called "shell" building within one of the City's industrial parks. After construction of the shell building, PDF agreed to convey title to the City.

BACKGROUND:

PDF constructed the shell building in the Minnequa Industrial Park for $3,326,611.19. The attached Ordinance approves a conveyance of the shell building to the City for future economic development purposes.

FINANCIAL IMPLICATIONS:

The City takes title to Lot 1 of the Minnequa Industrial Park which was acquired and improved using the City's "half-cent" economic development funds.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, title to Lot 1 will remain with PDF.

RECOMMENDATION:

The Pueblo Economic Development Corporation recommends approval of this Ordinance.

Attachments:
Proposed Ordinance
Agreement

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR CONVEYANCE OF REAL PROPERTY AND IMPROVEMENTS BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO DEVELOPMENT FOUNDATION, A COLORADO NONPROFIT CORPORATION, RELATING TO 200 GREENHORN DRIVE, PUEBLO, CO 81004

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

SECTION 1.

The Agreement for Conveyance of Real Property and Improvements ("Agreement"), dated April 25, 2022 between the City of Pueblo, a Colorado municipal corporation and the Pueblo Development Foundation, a Colorado nonprofit corporation, relating to a job creating capital improvement project, 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 the Agreement in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and to attest same.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

☐ Council action on _____failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

AGREEMENT FOR CONVEYANCE OF REAL PROPERTY AND IMPROVEMENTS

This Agreement for Conveyance of Real Property and Improvements ("Conveyance Agreement") is made and entered into this 25th day of April, 2022 by and between the City of Pueblo, a Colorado Municipal Corporation (hereinafter "City"), and the Pueblo Development Foundation, a Colorado Non-Profit Corporation (hereinafter "Foundation"). City and Foundation are collectively referred to as the "Parties".

RECITALS

On May 26, 2020, the Pueblo City Council approved and authorized the Mayor of the City to sign an agreement between City and Foundation appropriating monies from the Sales and Use Tax Capital Improvements Projects Fund for the acquisition of land in the Minnequa Industrial Park and for the construction of a shell building and related infrastructure improvements, ("Funding Agreement").

Pursuant to the Funding Agreement, the City allocated up to $5,000,000.00 for the acquisition of the land and the construction of the building and infrastructure improvements. The Funding Agreement required that after construction was completed, Foundation would convey the property and improvements to the City for its economic development projects.

The construction of the shell building and the related infrastructure improvements on the property has been completed, however certain requirements related to stormwater drainage features as required by the City of Pueblo Stormwater Utility have not been completed as the same will most likely undergo material changes depending upon the requirements and planned use of the property by an economic development prospect currently engaged in negotiations with the City to ultimately acquire the property.

The Parties desire to enter into an agreement concerning the conveyance of the property to the City and the related assumption by the City of the Stormwater Discharge Permit issued by the Colorado Department of Public Health and Environment and the related requirements imposed by the City of Pueblo Stormwater Utility.

NOW, THEREFORE, for and in consideration of compliance with the Funding Agreement and of the mutual covenants and terms hereinafter set forth, the City and Foundation agree as follows:

1. CONVEYANCE TO CITY.

Foundation, as Grantor, hereby agrees to and shall execute a Special Warranty Deed to the City, as Grantee, conveying the real property and improvements located at 200 Greenhorn Dr., Pueblo, CO 81004 and more particularly described as:

Lot 1, Minnequa Industrial Park, Fifth filing, County of Pueblo, State of Colorado.

Said deed shall be in substantially the same form as that attached hereto and made a part hereof by reference, labeled **Exhibit A**. Upon delivery of the Deed to City, City agrees to cause the same to be recorded in the records of the Pueblo County Clerk and Recorder, and such recording shall further constitute acceptance of the Deed by the City.

2. STORMWATER REQUIREMENTS.

Foundation hereby informs and discloses to City as follows:

In order to obtain the building permit for the construction of the shell building, Foundation was required; 1) to obtain a Stormwater Discharge permit from the Colorado Department of Public Health and Environment in compliance with the Colorado Discharge Permit System ("State Permit") and to register the same, as the Responsible Owner, in the Colorado Environmental Online Services ("CEOS"), and, 2) to agree to perform and/or comply with all requirements imposed by the City of Pueblo Stormwater Utility.

Foundation obtained the State Permit (Permit No. COR411796) and entered the same as the Responsible Owner in CEOS. Foundation has resolved and completed some, but not all, of the outstanding stormwater requirements and issues as identified by the City of Pueblo Stormwater Utility. City acknowledges receipt of the information and disclosure by Foundation as set forth above and based upon the same and its own investigation into the matter, hereby agrees to accept the conveyance of the property subject to all such requirements and obligations as are related to stormwater planning, infrastructure, maintenance, and operation as have been, and as may hereinafter be, imposed by the governmental entity or the regulatory department having jurisdiction over stormwater matters at the property. City agrees to be responsible and, where required, to pay for, at its sole and separate expense, all costs incurred in establishing and thereafter maintaining compliance with such Stormwater Regulations. City agrees to cause the Director of its Stormwater Utility, or his or her designee, to enter the City as the Responsible Party for the State Permit in the CEOS system and to take all such other actions as may be required to discharge and relieve Foundation from any further obligation of any nature related to stormwater matters at the property.

3. BINDING AGREEMENT.

When executed by the Parties, this Agreement shall constitute a binding agreement and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, provided Foundation may not assign this Agreement or any interest herein without the express written consent of the City, which consent shall not be unreasonably withheld.

4. GENERAL MATTERS.

(a) In no event shall City or Foundation, their officers, agents, or employees be liable to each other for damages, including without limitation, compensatory, punitive, indirect, special or consequential damages, resulting from or arising out of or related to

this Agreement or the performance or breach thereof by the parties hereto or the failure or delay of the parties hereto in the performance of any covenantor provision under this Agreement on their part to be performed. In consideration of the other party entering into this Agreement, City and Foundation hereby waive and discharge each other, their officers, agents and employees from all claims for any and all such damages.

(b) Notwithstanding the above, in the event of breach of this Agreement by the City or Foundation, the non-breaching party shall have the right to request specific performance of this Agreement by the breaching party, but not damages.

(c) In the event of any litigation arising under this Agreement, 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 jurisdiction of such District Court. To the extent allowed by law, each party waives its right to a jury trial.

(d) This Agreement expresses the entire understanding of the parties and supersedes and abrogates any and all prior dealings and commitments, whether oral or written, with respect to the subject matter of this Agreement. This Agreement may not be amended or modified except in writing signed by City and Foundation. Any waiver of any provision of this Agreement must be in writing and signed by the party whose rights are being waived. No waiver of any breach of any provision hereof shall be or be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement. The failure of either party to enforce or seek enforcement of the terms of this Agreement following any breach shall not be construed as a waiver of such breach.

(e) This Agreement shall be construed in accordance with and be governed by the laws of the State of Colorado without regard to conflict of law principles.

(f) Any notices hereunder shall be sufficiently given if given in writing personally or mailed by first class, registered, or certified mail, postage prepaid, addressed:

(I) if to City, Mayor, City of Pueblo, 1 City Hall Place, Second Floor, Pueblo, CO 81003 with a copy to City Attorney, 1 City Hall Place, Third Floor, Pueblo, Colorado 81003, or

(II) if to the Foundation, President, 301 N. Main St., Suite 210, Pueblo, Colorado 81003.

or to such other person or address as either party shall specify in written notice given to the other party pursuant to the provisions of this subsection (f).

(g) The persons signing this Agreement in the name of and on behalf of Foundation represent and warrant that they and Foundation have the requisite power and authority to enter into, execute, and deliver this Agreement, and that this Agreement is a

valid legally binding obligation of Foundation enforceable against Foundation in accordance with its terms.

(h) If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the other provisions of this Agreement which shall remain in full force and effect.

(i) Neither party shall be, or hold itself out as, agent of the other or as joint venturers or partners under this Agreement.

(j) Each party acknowledges that this Agreement was fully negotiated by the parties and, therefore, no provision of this Agreement shall be interpreted against any party because such party or its legal representative drafted such provision.

(k) The provisions of this Agreement are for the exclusive benefit of the parties hereto and their successors and permitted assigns, and no third party shall be a beneficiary, or have any rights by virtue of this Agreement.

(l) This Agreement may be executed in any number of counterparts by physical or electronic signatures, 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.

Executed effective the day and year first above written.

[S E A L]

City of Pueblo
a Colorado Municipal Corporation

Attest: _____
City Clerk

By: _____
Mayor

[S E A L]

Pueblo Development Foundation
A Colorado nonprofit corporation

Attest: _____
Name:
Title:

By: _____
Name: Robert L. Root
Title: President

EXHIBIT A

SPECIAL WARRANTY DEED
(200 GREENHORN DR., PUEBLO, CO 81004)

THIS DEED, made this ___ day of March, 2022 by and between PUEBLO DEVELOPMENT FOUNDATION, a Colorado nonprofit corporation, Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) in hand paid by the CITY OF PUEBLO, a Colorado municipal corporation, Grantee; Grantor hereby sells and conveys to Grantee, whose address is 1 City Hall Place, Pueblo, CO 81003, the following real property situate in the County of Pueblo, State of Colorado, to-wit:

Lot 1, Minnequa Industrial Park, Fifth Filing, County of Pueblo, State of Colorado

more commonly known by street and number as: 200 Greenhorn Dr., Pueblo, CO 81004, also known as Pueblo County Assessor Parcel No. 1523002009

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in any otherwise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all of the estate, right, title, interest, claim, and demand whatsoever of the Grantor, either in law or in equity, of, in, and to the above bargained premises with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. Grantor for itself and its successors and/or assigns do covenant and agree that it shall and will warrant and forever defend the above bargained premises in the quiet and peaceful possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor. The singular number shall include the plural and the plural the singular and the use of any gender shall be applicable to all genders. Said warranty is subject to rights-of-way, easements, covenants, plats, agreements and other restrictions of record as of the date of this Deed and any other exceptions or exclusions or rights of third parties not shown by the public records of which Grantee has actual knowledge, and subject to the inclusions of the property within any special taxing district.

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

PUEBLO DEVELOPMENT FOUNDATION
A COLORADO NON-PROFIT CORPORATION

_____
Robert L. Root
President of Pueblo Development Foundation

STATE OF COLORADO)
) ss
COUNTY OF PUEBLO)

Subscribed and sworn to before me this _____ day of March, 2022 by Robert L. Root, in his capacity as President of Pueblo Development Foundation, a Colorado Non-Profit Corporation.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

City Clerk's Office Item # Q-1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 11, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Laura Solano, Chief of Staff

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED $6,580,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR 15 GOVERNMENTAL SERVICES PROJECTS AS AUTHORIZED BY SECTION 603(c)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

SUMMARY:

This Resolution authorizes payment not to exceed $6,580,000 from project CI2113 American Rescue plan act for 15 governmental services projects. This payment is authorized by section 603 (c)(1)(C) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6

PREVIOUS COUNCIL ACTION:

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 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

ARPA authorized a revenue replacement calculation that would allow State and Local governments to use a portion of ARPA allocation for governmental services. The City of Pueblo has calculated lost revenue of $9,409,304. Fifteen governmental services projects have been identified:

	Department	Project	Amount
1	Information Technology	Software Storage	$270,000
2	Public Works	Gateway Arches Northern Ave, Union Ave, E 8th St	$750,000
3	Parks & Recreation	El Centro Renovations	$1,000,000
4	Parks & Recreation	Mowers	$220,000
5	Parks & Recreation	Greenhouse Renovations	$1,500,000
6	Planning	Unified Code	$225,000
7	Public Works	2 Dump trucks with snowplows	$260,000
8	Public Works	Skid steer with bucket & jackhammer	$150,000
9	Public Works	2 Equipment Trailers	$40,000
10	Public Works	Electric Sweeper (4 wheel)	$260,000
11	Mayor's Office	Financial Empowerment Center	$50,000
12	Mayor's Office	Priority Based Budgeting	$30,000
13	Police	RMS/CAD Software	$1,200,000
14	Human Resources	Comprehensive Compensation Study	$125,000
15	Fire	Fire Pumper	$500,000
	Total		**$6,580,000**

FINANCIAL IMPLICATIONS:

Funding for these projects will be paid out of Project CI2113 – American Rescue Plan

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

City Council could decide not to authorize payment for the 15 governmental service projects.

RECOMMENDATION:

Approval of this Resolution.

RESOLUTION NO. 14854

A RESOLUTION AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED $6,580,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR 15 GOVERNMENTAL SERVICES PROJECTS AS AUTHORIZED BY SECTION 603(c)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

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 Plant 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)(C) and the Final Rule 31 CFR 35.6 recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds on governmental services pursuant to the revenue replacement calculation; NOW, THEREFORE,

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

SECTION 1:

Payment in an amount not to exceed $6,580,000 is hereby authorized from Project CI2113 – American Rescue plan for the following 15 governmental services projects.

	Department	**Project**	**Amount**
1	Information Technology	Software Storage	$270,000
2	Public Works	Gateway Arches Northern Ave, Union Ave, E 8th St	$750,000
3	Parks & Recreation	El Centro Renovations	$1,000,000
4	Parks & Recreation	Mowers	$220,000
5	Parks & Recreation	Greenhouse Renovations	$1,500,000
6	Planning	Unified Code	$225,000
7	Public Works	2 Dump trucks with snowplows	$260,000
8	Public Works	Skid steer with bucket & jackhammer	$150,000
9	Public Works	2 Equipment Trailers	$40,000
10	Public Works	Electric Sweeper (4 wheel)	$260,000
11	Mayor's Office	Financial Empowerment Center	$50,000
12	Mayor's Office	Priority Based Budgeting	$30,000
13	Police	RMS/CAD Software	$1,200,000
14	Human Resources	Comprehensive Compensation Study	$125,000
15	Fire	Fire Pumper	$500,000
	Total		**$6,580,000**

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED April 11, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Background Paper for Proposed
RESOLUTION

COUNCIL MEETING DATE: April 11, 2022

TO: 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 THE GOODNIGHT BARN FOUNDATION IN THE AMOUNT OF FIVE HUNDRED DOLLARS ($500) TO SUPPORT THE CHUCK WAGON RENDEZVOUS

SUMMARY:

Attached for consideration is a request for sponsorship of the Goodnight Barn Foundation's 2022 Chuck Wagon Rendezvous to be held on May 20 & 21, 2022. A matching $500 will come from the Mayor's contingencies account.

PREVIOUS COUNCIL ACTION:

Council has supported this event in 2017 for $500 and 2020 for $1,000.

BACKGROUND:

Council Member Heather Graham is requesting $500 to sponsor the Goodnight Barn Foundation's 2022 Chuck Wagon Rendezvous to be held on May 20 & 21, 2022. As the wagons set up on Friday, the Barn will treat the public to living history (trappers, Kit Carson, Pike, Buffalo Soldiers, etc.), seminars on chuck wagons and more. That evening will have western music around a campfire, food trucks and some western vendors. Saturday will be the wagons cooking and serving their fare at 1 :00 pm.

FINANCIAL IMPLICATIONS:

Funds in the amount of $500 would be paid from the Council Contingencies Account in the 2022 General Fund Budget to the Goodnight Barn Foundation.

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. _____

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE GOODNIGHT BARN FOUNDATION IN THE AMOUNT OF FIVE HUNDRED DOLLARS ($500) TO SUPPORT THE CHUCK WAGON RENDEZVOUS

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

SECTION 1.

Payment in the amount of $500 from the Council Contingencies Account in the 2022 General Fund Budget is authorized to be paid to the Goodnight Barn Foundation to sponsor the 2022 Chuck Wagon Rendezvous.

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 April 11, 2022

BY:_____
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
4/11/22	Goodnight Barn Chuck Wagon Rendevous		$ 500.00		$ 85,960.30
4/11/22	CSU Pueblo President's Gala		$ 1,500.00		$ 84,460.30
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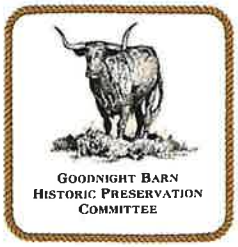

GOODNIGHT BARN HISTORIC PRESERVATION COMMITTEE
104 W. Adams Avenue
Pueblo, CO 81004



February 25, 2022

Mayor Nicholas Gradisar
Pueblo City Courthouse
Pueblo, CO 81003

Via email: aparga@pueblo.us

Dear Mayor Gradisar:

I visited with Alyssa yesterday. It gave me a chance to tell her details about our upcoming Charles Goodnight Barn Chuck Wagon Rendezvous set for May 20th and 21st, 2022. I asked her about forwarding a letter to you, and she agreed.

There will be at least 15 wagons from the American Chuck Wagon Association (ACWA) out of Texas. They are excited to be here because Goodnight (and his mother) invented the chuck wagon. They were here in 2019 for their annual meeting and loved the Barn in its then sad shape. Now it has been restored and we are ready to roll!

This event is our inaugural chuck wagon event, but we are making plans to make it an annual event in the spring of each year. We expect 350-500 visitors the first year. Friday will be **western heritage day**. As the wagons set up, we will treat the public to living history (trappers, Kit Carson, Pike, Buffalo Soldiers, etc.), seminars on chuck wagons and more. That evening we hope to have western music around a campfire, food trucks and some western vendors. Saturday will be the wagons cooking and serving their fare at 1:00 pm.

I believe this will begin a tradition for a yearly western heritage event. The costs for this are high. Our budget is running around $30,000. We are truly excited that you might be able to help us financially. All our fundraising has gone into the restoration so far. This inaugural event will put Pueblo City/County in the limelight where it belongs. After all Goodnight and the Thatchers were the first men to bring ranching to our area. I also believe that southern and southeastern Colorado has more history than anything north of our fair city. This coming from a person whose family were here in 1859.

We have been working with the Chamber of Commerce and History Connections of Pueblo. The Chamber is on board (not financially, but backing us and assisting with licenses and volunteers). HCP will also be helping with volunteers and worker bees.

Whatever funds from ticket sales that are over and above costs (small for the first time I'm sure) will be going to restrooms and an interpretive center. We are not done yet!

We are hoping you will be able to help us with a sponsorship of $15,000.00 (to match what the County is giving us), I thank you in advance for honoring this request and should you be so inclined, please make your check out to Goodnight Barn and mail it to Laurel Campbell, 104 W. Adams Avenue, Pueblo, CO 81004.

Happy Trails!

Laurel Campbell
President

City Clerk's Office Item # Q-3

Background Paper for Proposed RESOLUTION

COUNCIL MEETING DATE: April 11, 2022

TO: 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 CSU PUEBLO FOUNDATION IN THE AMOUNT OF FIFTEEN HUNDRED DOLLARS ($1,500) TO SPONSOR A TABLE AT THE 2022 PRESIDENT'S GALA

SUMMARY:

Attached for consideration is a request for sponsorship of CSU Pueblo Foundation's 2022 President's Gala event to be held on May 21, 2022.

PREVIOUS COUNCIL ACTION:

Council has supported this event for $875 in 2019.

BACKGROUND:

Council Member Heather Graham is requesting $1,500 to sponsor the CSU Pueblo Foundation's 2022 President's Gala event to be held on May 21, 2022. The CSU Pueblo Foundation advances CSU Pueblo's mission through philanthropic efforts.

FINANCIAL IMPLICATIONS:

Funds in the amount of $1,500 would be paid from the Council Contingencies Account in the 2022 General Fund Budget to CSU Pueblo Foundation.

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. 14855

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO CSU PUEBLO FOUNDATION IN THE AMOUNT OF FIFTEEN HUNDRED DOLLARS ($1,500) TO SPONSOR A TABLE AT THE 2022 PRESIDENT'S GALA

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

SECTION 1.

Payment in the amount of $1,500 from the Council Contingencies Account in the 2022 General Fund Budget is authorized to be paid to CSU Pueblo Foundation to sponsor the 2022 President's Gala held on May 21, 2022.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED April 11, 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
4/11/22	Goodnight Barn Chuck Wagon Rendevous		$ 500.00		$ 85,960.30
4/11/22	CSU Pueblo President's Gala		$ 1,500.00		$ 84,460.30
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COLORADO STATE UNIVERSITY PUEBLO

Foundation

2022 Sponsorship Opportunities



The CSU Pueblo Foundation will advance CSU Pueblo's mission through philanthropic efforts.



President's Club Soirée

Thursday, April 14, 2022

The President's Club Soirée was established to recognize and thank donors who contribute $1,000 or more annually to CSU Pueblo and those loyal donors who have contributed and reached new levels in the Leadership Circle.

LEAD: $500

- Invitations for four (4) to the President's Club Soirée
- Logo displayed at the Soirée
- Logo displayed on RSVP website
- Logo displayed on all social media outlets
- Logo displayed on post-event "thank you" email to event attendees

SUPPORTER: $250

- Invitations for four (4) to the President's Club Event
- Name displayed at the Soirée
- Name displayed on all social media outlets
- Name displayed on post-event "thank you" email to event attendees

PRESIDENT'S CLUB

Annual Gift of $1,000 plus

SUPPORTER

Platinum ($1 million plus)

Diamond ($500,000 - $999,999)

Gold ($100,000 - $499,999)

Silver ($25,000 - $99,999)

20 - Year Loyalty Society

10 - Year Loyalty Society

Legacy Club (planned gift of $100,000 plus)



President's Gala

Saturday, May 21, 2022

PLATINUM: $5,000

Benefits of Gold Level +

- Additional corporate table of eight (2 tables total)
- Premier placement of logo on Gala banner
- Name listed in program
- Logo displayed on sign at cocktail hour buffet table and logo displayed on sign at bar
- One additional named scholarship ($1,000) for AY2022-23

GOLD: $3,000

Benefits of Silver Level +

- Logo displayed on Gala banner
- Name displayed at cocktail hour buffet table and bar
- One named scholarship ($1,000) for AY2022-23
- Invitation to Friends & Scholars Luncheon in the fall of 2022 to meet scholarship recipients

SILVER: $1,500

- One (1) corporate table of eight
- Name listed on banner and in program
- Membership to the President's Club for AY2022-23
- Invitation to the 2023 President's Club Soirée

BRONZE: $650

- Four tickets
- Name listed in Gala program

FRIEND: $325

- Two tickets
- Name listed in Gala program

GALA - SOIRÉE COMBO: ADD $250

Add the Soirée Lead Sponsorship to your Gala Sponsorship for just $250 (a $250 value). You'll receive the following benefits at the Soirée:

- Four tickets to the President's Club Soirée
- Logo displayed at the Soirée
- Company promotion on all Foundation social media outlets
- Logo displayed on post-event "thank you" email to attendees



Friends & Scholars Events

Bringing together generous scholarship benefactors and their fortunate student recipients.

Athletics - Wednesday, Oct. 12, 2022 - 11:30 a.m.

Academic - Wednesday, Oct. 28, 2022 - 11:30 a.m.

Legacy Reception - Thursday, Oct. 29, 2022 - 3 p.m.

More than 500 scholarship recipients and benefactors attend annually. More than 800 students receive scholarship dollars from 200 individuals who have donated to named scholarships. The CSU Pueblo Foundation provides more than $2.5 million in scholarships each year.

Lead: $1,000

- Opportunity to speak at Friends & Scholars event of choice
- Full-page ad in the Friends & Scholars program
- Premium logo placement at buffet tables
- Two (2) tickets to each of the Friends & Scholars events
- Recognition during Friends & Scholars events
- Membership to the President's Club for the 2022/2023 Academic Year
- Invitation to the 2023 President's Club Soirée

Underwriter: $500

- Half-page ad in the Friends & Scholars program
- Logo placement at buffet tables
- Two (2) tickets to the Friends & Scholars event of choice
- Recognition during the Friends & Scholars events

Supporter: $250

- Name listed in event program
- Recognition during the Friends & Scholars events



#LoveCSUPueblo Give Day

Thursday, November 3, 2023

LEAD: $2,500

- Your logo prominently placed in all email communications (10,000+ recipients)
- Your company mentioned in boosted social media Welcome and Thank You video posts
- Your logo prominently featured in post Give Day results graphic email and social media posts
- Your logo posted on Give Day's primary web page
- Your company's logo integrated into Thank You graphic
- Membership in President's Club & invitation to the 2023 President's Club Soirée

CAMPAIGN MATCH: $1,000

- Your logo prominently placed in all email communications (10,000+ recipients)
- Your company mentioned in boosted social media promotions for your Give Day project
- Your logo prominently featured in post Give Day results graphic email and social media posts
- Your logo posted on your Give Day project's web page
- Membership in President's Club & invitation to the 2023 President's Club Soirée

CAMPAIGN INCENTIVE: $500

- Your logo placed in all email communications (10,000+ recipients)
- Your logo featured in post Give Day results graphic email and social media posts
- Your logo posted on Give Day web page
- Your logo posted with Ambassador post

SUPPORTER: $250 OR INCENTIVE*

- Your name placed in all email communications (10,000+ recipients)
- Your name featured in post Give Day results
- Your name listed on Give Day web page

**Offer incentive for customer with proof of Give Day donation (ex. 20% off purchase)*



President's Club Soirée

Thursday, April 14, 2022

☐ Underwriter: $500 ☐ Supporter: $250

President's Gala

Saturday, May 21, 2021

☐ Matching: $5,000 ☐ Platinum: $5,000 ☐ Gold: $3,000
☐ Silver: $1,500 ☐ Bronze: $650 ☐ Friend: $325

Gala - Soirée Combo

☐ Platinum: $5,250 ☐ Gold: $3,250 ☐ Friend $575
☐ Silver: $1,750 ☐ Bronze: $900

Friends & Scholars Luncheon

Athletics Luncheon - Wednesday, Oct. 12 2022
Academic Luncheon - Wednesday, Oct. 28, 2022
Legacy Donor Reception - Thursday, Oct. 29, 2022

☐ Lead: $1,000 ☐ Underwriter: $500 ☐ Supporter: $250

#LoveCSUPueblo Give Day

Thursday, November 3, 2022

☐ Lead: $2,500 ☐ Campaign Match: $1,000
☐ Campaign Incentive: $500 ☐ Supporter: $250
☐ Customer Incentive (list incentive):_____

Sponsorship Opportunities Pledge Form

(please mark your sponsorship selection(s) on the reverse)

Business Name:_____

Contact Name:_____

Address:_____

City/State/Zip:_____

Phone:_____

Email: _____

☐ Invoice: ☐ in full ☐ monthly ☐ quarterly

☐ Payment to "CSU Pueblo Foundation" is enclosed.

☐ Credit card:

☐ Visa ☐ AMEX ☐ MC ☐ Discover

Name on CC: _____

Card #: _____

Exp. Date: _____ CVV:_____

_____

Signature (Required)

Please return this form to:
CSU Pueblo Foundation
2200 Bonforte Blvd | Pueblo, CO 81001
Phone: 719-549-2307 | Email: amber.shipley@csupueblo.edu

Background Paper for Proposed
RESOLUTION

COUNCIL MEETING DATE: April 11, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: City Council Members Sarah Martinez & Heather Graham

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO TREES PLEASE IN THE AMOUNT OF FIVE THOUSAND DOLLARS ($5,000) TO SUPPORT THE DUTCH CLARK RENOVATION PROJECT

SUMMARY:

Attached for consideration is a request for sponsorship of the Trees Please 2022 Dutch Clark Renovation Project.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Council Members Sarah Martinez and Heather Graham are requesting $5,000 to sponsor the Trees Please 2022 Dutch Clark Renovation Project. The plan calls for removing an area of asphalt that is adjacent to Abriendo Avenue. This area is 730 feet long and 30 feet wide and will be planted with 55 drought hardy trees, a variety of shrubs and flowering ornamental trees that will surround the Dutch Clark sculpture. The project will not only beautify a blighted parking lot but demonstrate the success in reclaiming hard surfaces into living spaces that enhance the city landscape and support the urban forest.

FINANCIAL IMPLICATIONS:

Funds in the amount of $5,000 would be paid from the Council Contingencies Account in the 2022 General Fund Budget to the nonprofit, Trees Please.

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 Members Sarah Martinez and Heather Graham.

Attachments:
Proposed Resolution
Council Contingencies spreadsheet
Sponsorship Request

RESOLUTION NO. 14856

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO TREES PLEASE IN THE AMOUNT OF FIVE THOUSAND DOLLARS ($5,000) TO SUPPORT THE DUTCH CLARK RENOVATION PROJECT

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

SECTION 1.

Payment in the amount of $5,000 from the Council Contingencies Account in the 2022 General Fund Budget is authorized to be paid to Trees Please to sponsor the 2022 Dutch Clark Renovation Project.

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 April 11, 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
4/11/22	CSU Pueblo President's Gala		$ 1,500.00		$ 84,960.30
4/11/22	Goodnight Barn Chuck Wagon Rendevous		$ 500.00		$ 84,460.30
4/11/22	Trees Please Dutch Clark Renovation Project		$ 5,000.00		$ 79,460.30
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TREES PLEASE and the Dutch Clark Stadium Planting Project for 2022

In 1950 School District 60 built a large stadium where all of the four high schools in the city would play their football games and host their track meets. Today, it is the venue where people from throughout the city and region come together to cheer for their high school teams, attracting crowds that grow to 8,000 and is home to the longest football game rivalry west of the Mississippi, the Bell Game. The parking area is also the site of the Dutch Clark memorial, a bronze statue of the football player, honoring his athletic career.

Seventy years ago the idea of landscaping parking lots was not part of the environmental conversation. Climate change and the necessity to cool heat islands was a concept in the unforeseeable future, not the 1950's. It was a customary practice to lay asphalt over blocks of the cityscape and Dutch Clark Stadium was no exception. Today, these twelve acres of asphalt comprise the parking area. Situated along Abriendo Avenue, a well traveled thoroughfare for commuters and the entryway to an upscale residential neighborhood and Pueblo's prominent City Park, this highly visible parking lot is an eyesore and commonly referred to as the 'ugliest parking lot in the city'.

The 2022 TREES PLEASE* planting project is to landscape a portion of the Dutch Clark Stadium parking lot. The plan calls for removing an area of asphalt that is adjacent to Abriendo Avenue. This area is 730 feet long and 30 feet wide and will be planted with 55 drought hardy trees, a variety of shrubs and flowering ornamental trees that will surround the Dutch Clark sculpture. In conjunction with Pueblo City Schools, the Pueblo Board of Water Works, and numerous contractors throughout the community, our goal is to reclaim and transform this strip of asphalt into a vibrant, park-like planting. The project will not only beautify a blighted parking lot but demonstrate the success in reclaiming hard surfaces into living spaces that enhance the city landscape and support the urban forest.

Infrastructure estimates for this project have been set at $267,000. The planting materials including 55 trees, 175 shrubs, and the ground cover for this project is estimated at $40,000. A donor recognition plaque will be engraved with names of all contriubtors and located in the planting area. TREES PLEASE is requesting $5000 from the City of Pueblo and $5000 from the County of Pueblo to complete this project.

*TREES PLEASE is a non-profit organization founded in 1989 to promote the preservation and planting of street and park trees in Pueblo, Colorado. TREES PLEASE has planted over 5000 trees throughout Pueblo, and composed and legislated the landscape ordinance for all new construction in the city. In 2015 TREES PLEASE started a tree nursery for the city enabling the city to grow their own trees. To date, 400 saplings have been planted. Trees Please has raised over $250,00 in grant donations since 1989.

Contact Information: Jean Latka 229 Midway Ave., Pueblo CO 81004 719.320.4582 jblatka@gmail.com Trees Please FEIN: 74-2543246

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)

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Gail Wallingford-Ingo, Deputy Director

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Sara Martinez

Vicente Martinez Ortega

Dennis Flores

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Chelsea Stromberg, Senior Planner

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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!

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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

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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.

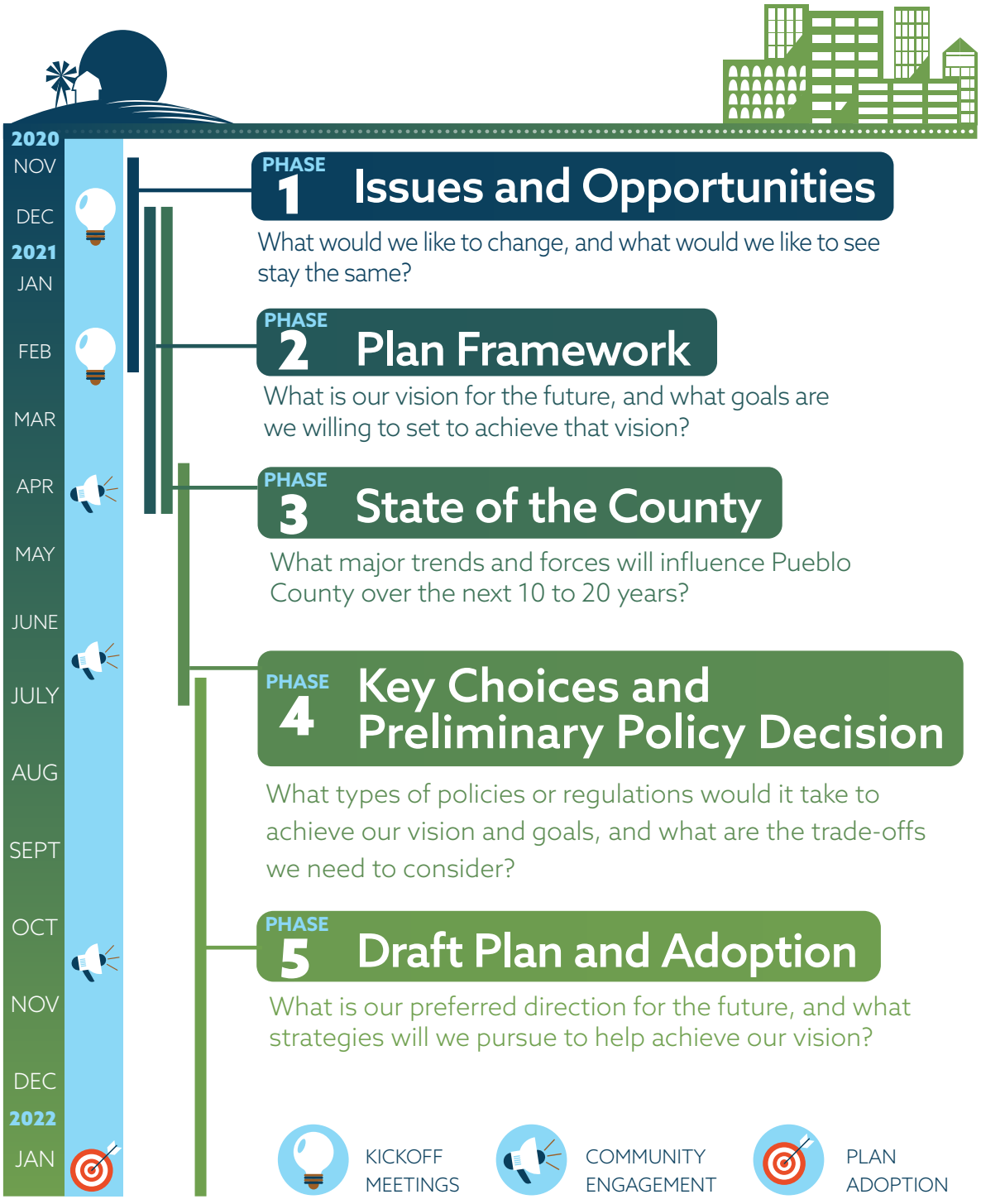
RELATED PLANS AND STUDIES

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.



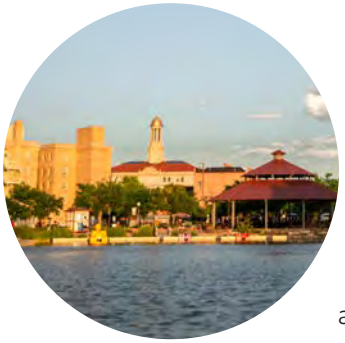
HISTORY AND CULTURE

- **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.

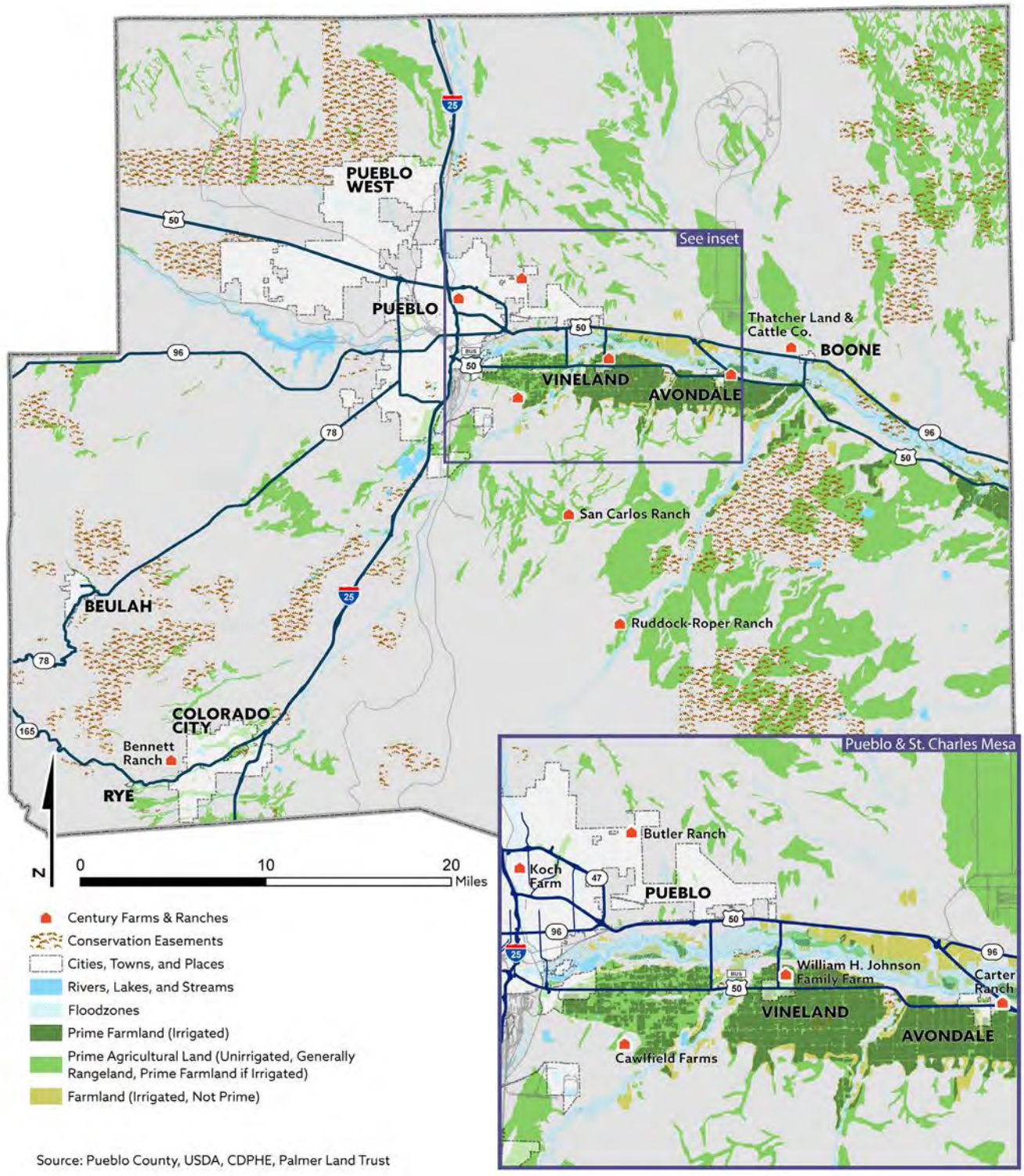


AGRICULTURAL AND RANCH LANDS

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.

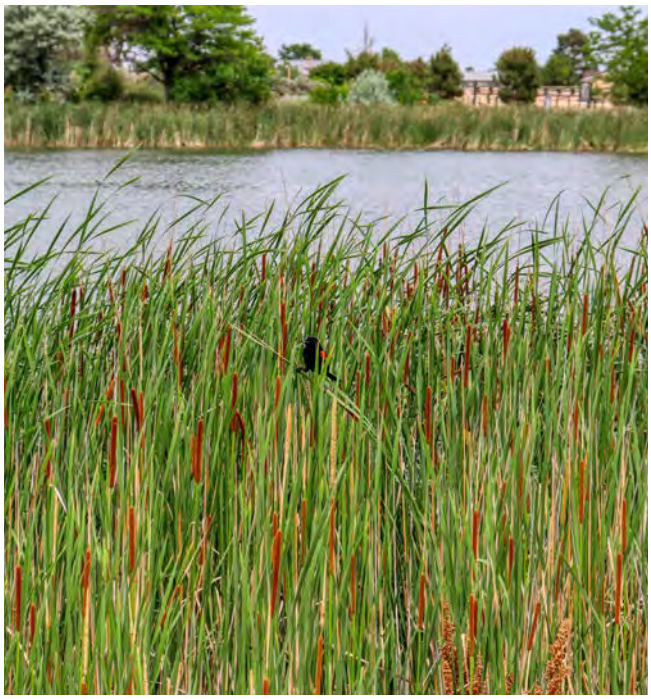
POLICY-2.4.1: FOOD SECURITY

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.

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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

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GUIDING PRINCIPAL 4:

CELEBRATE PUEBLO

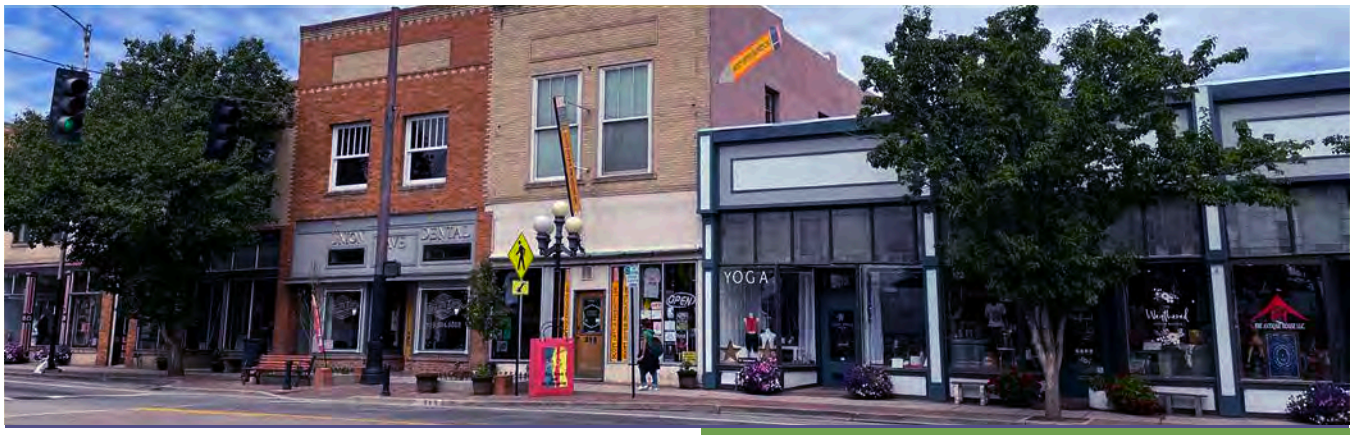
Puebloans value the region's history, culture, landscapes, access to outdoor recreation, and friendly people. We will instill a renewed sense of pride and identity by celebrating our diverse assets and investing in what makes Pueblo uniquely livable.



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]



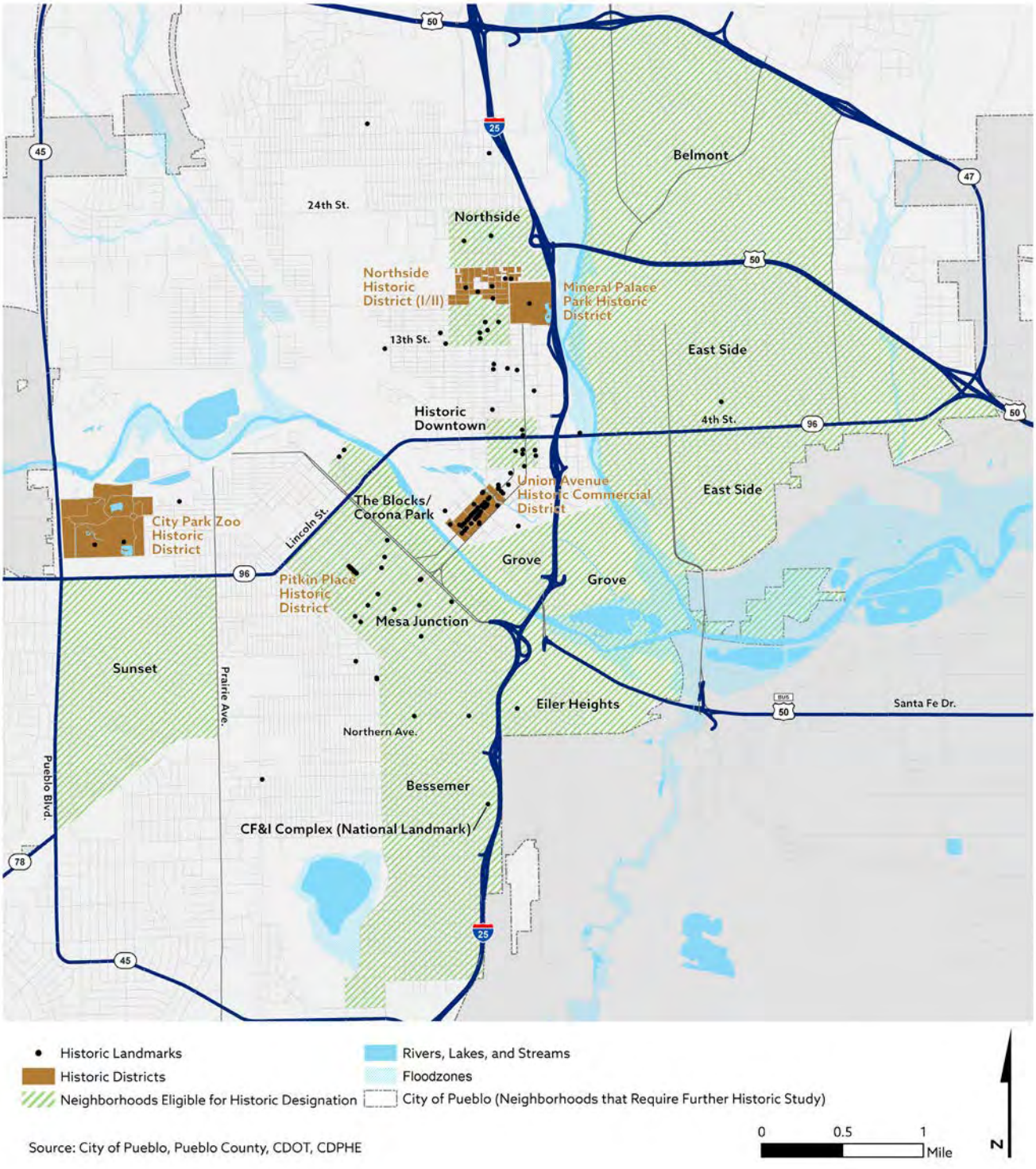
HISTORIC AND CULTURAL RESOURCES: CITY OF PUEBLO

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.

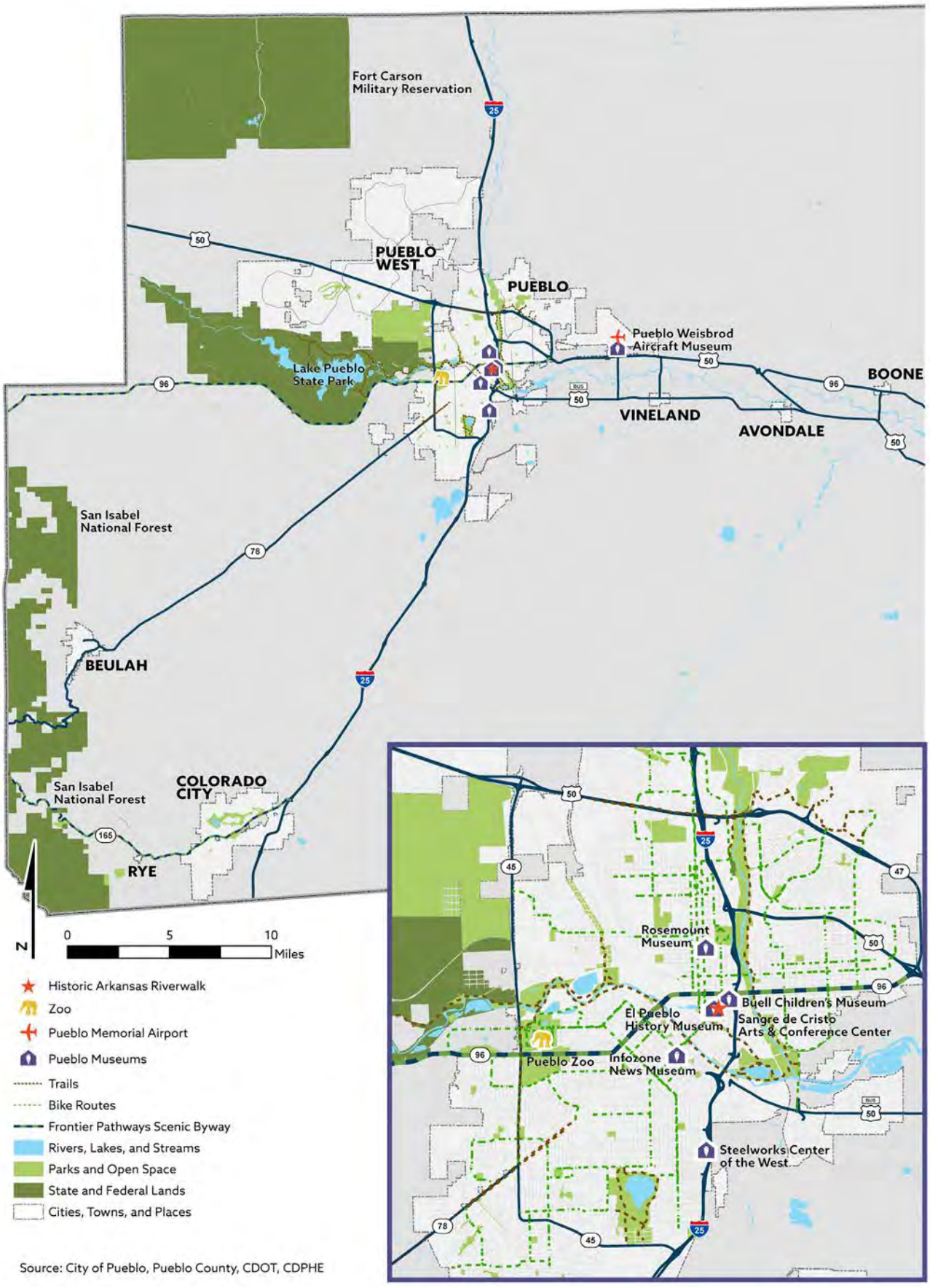
POLICY-4.2.5: RECREATIONAL ACCESS

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.

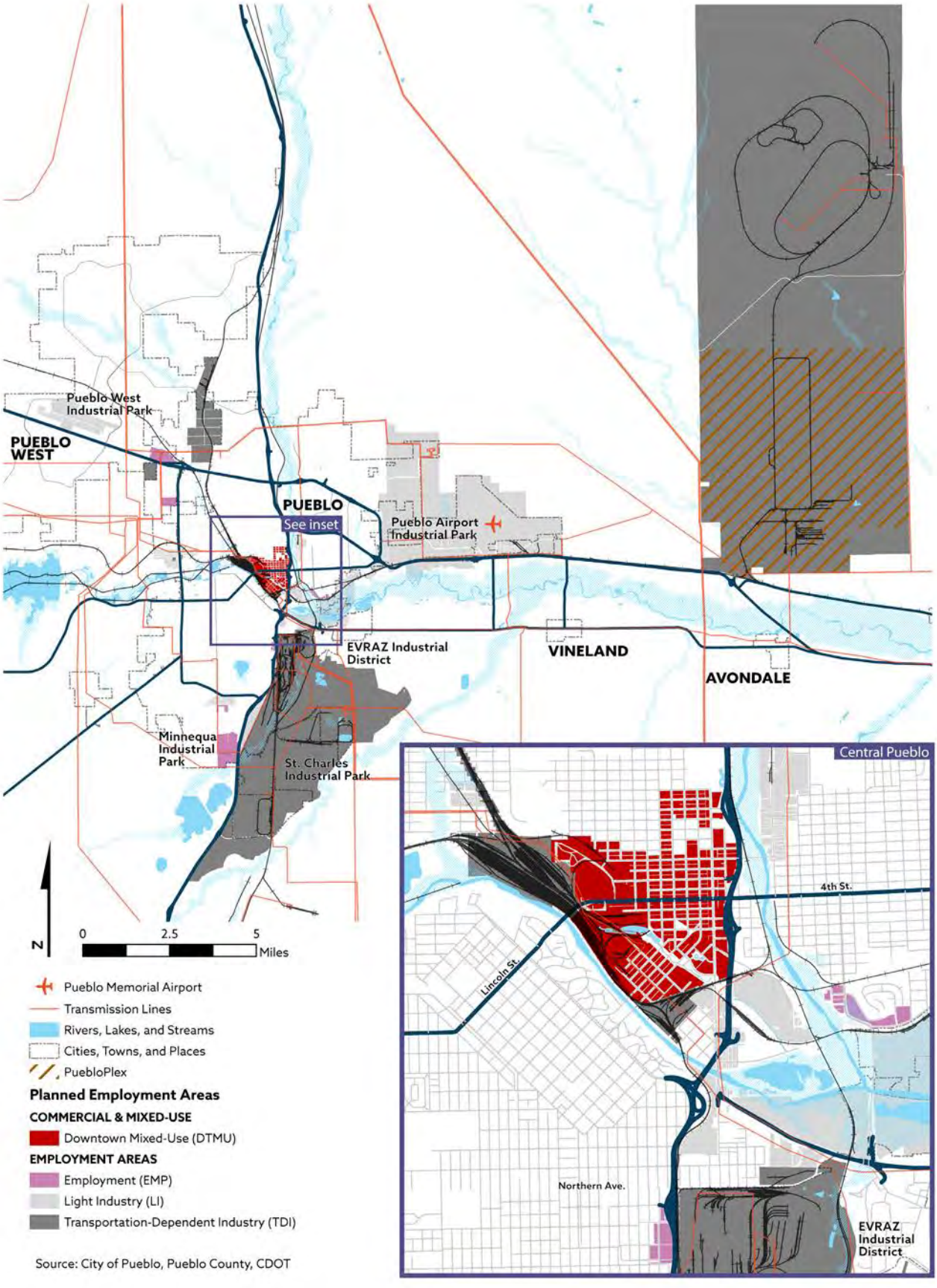
POLICY-5.2.2: PROTECT EMPLOYMENT LANDS

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)

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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.

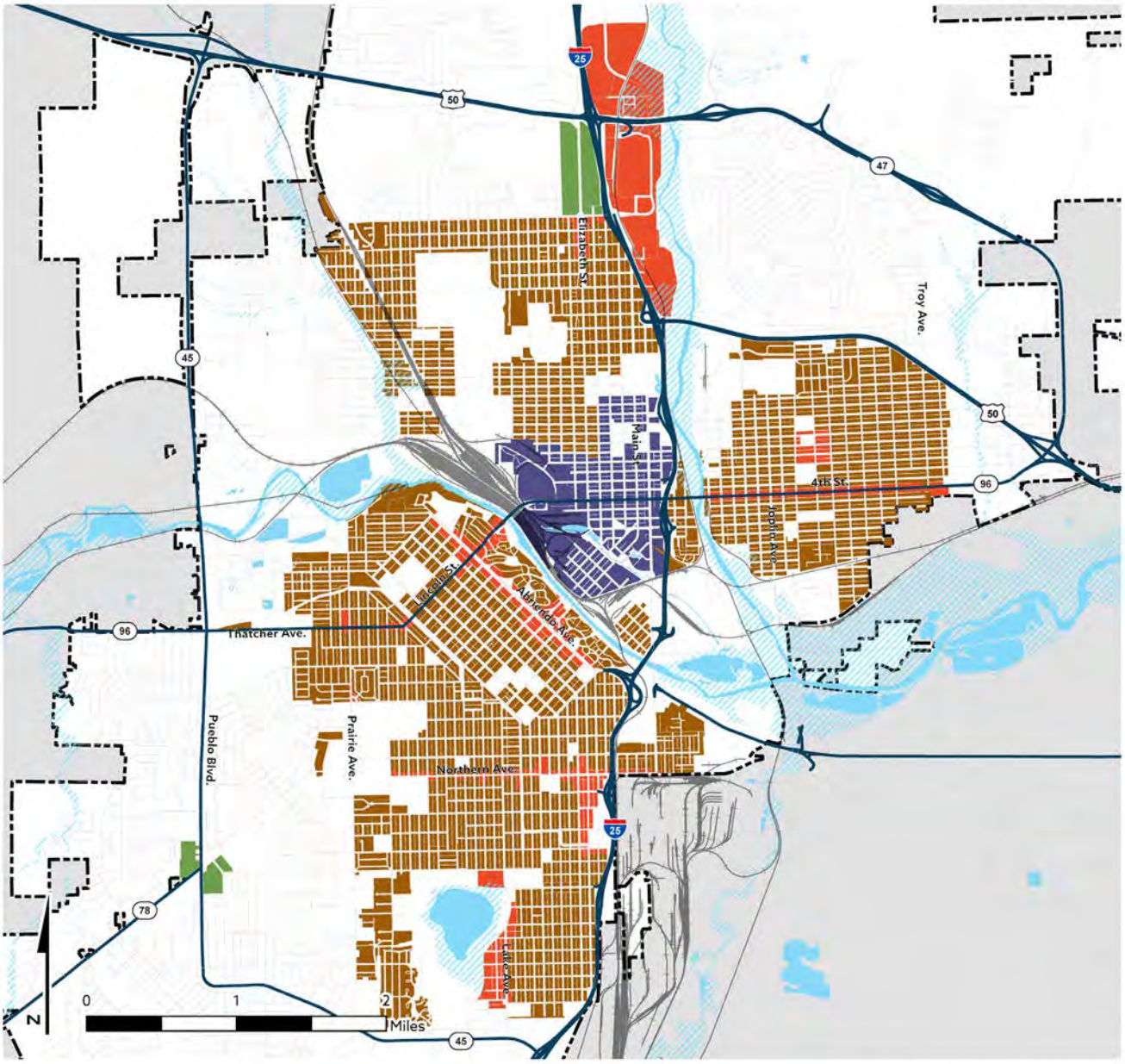
POLICY-6.1.7: FUNDING TO SUPPORT NEW DEVELOPMENT AREAS

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.

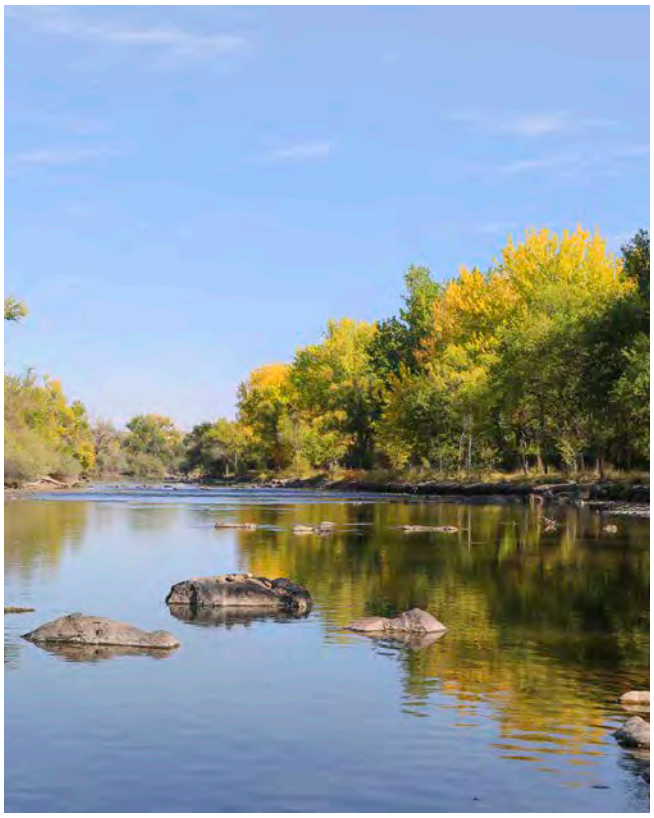
POLICY-6.3.3: LONG-TERM SUPPLY REQUIREMENT (FOR MAJOR DEVELOPMENTS)

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.

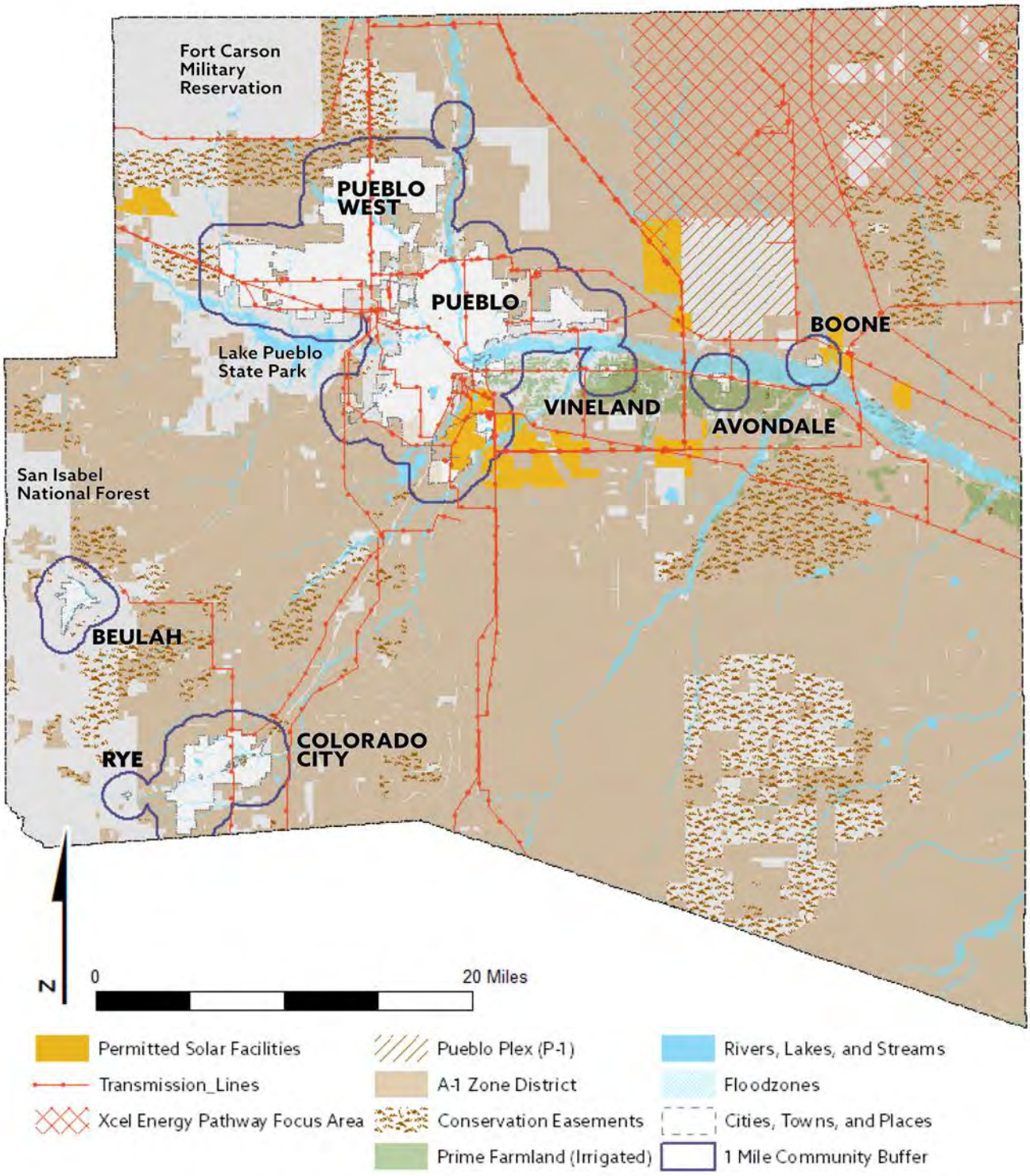
Solar Facility, Medium-Scale

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.

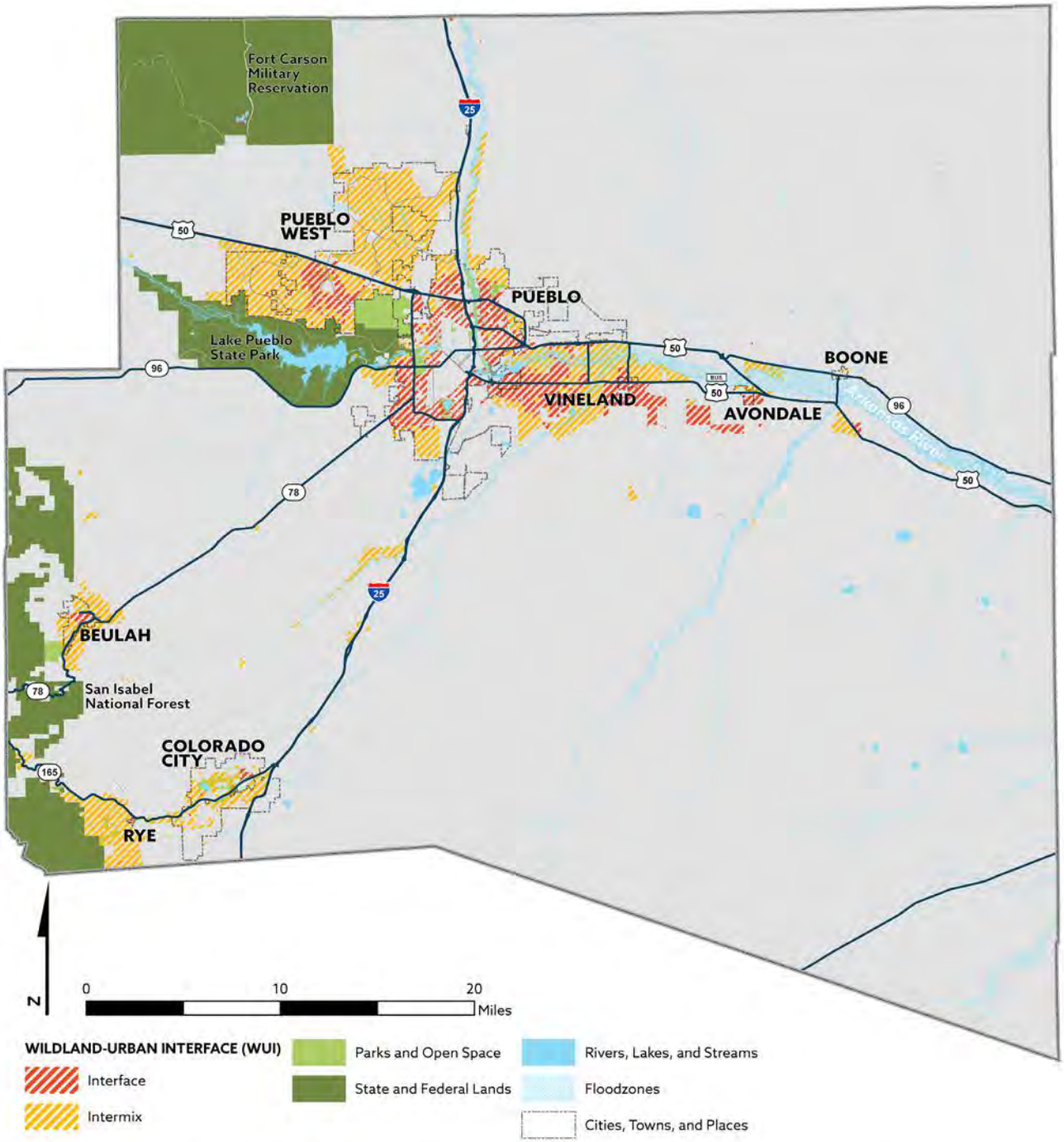
POLICY-6.5.5: WILDLAND URBAN INTERFACE

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.

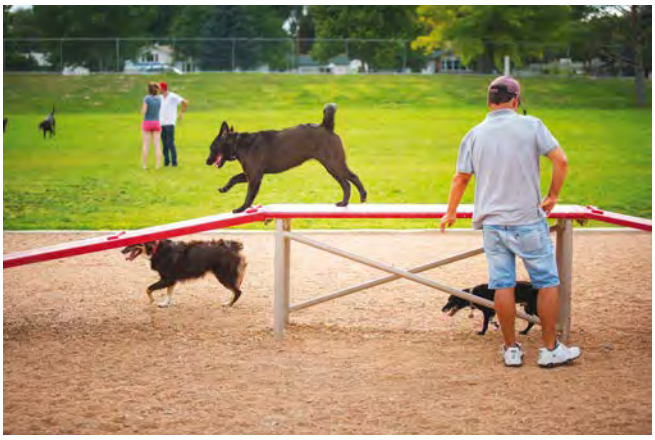
POLICY-7.3.5: CONTEXT-SENSITIVE DESIGN

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

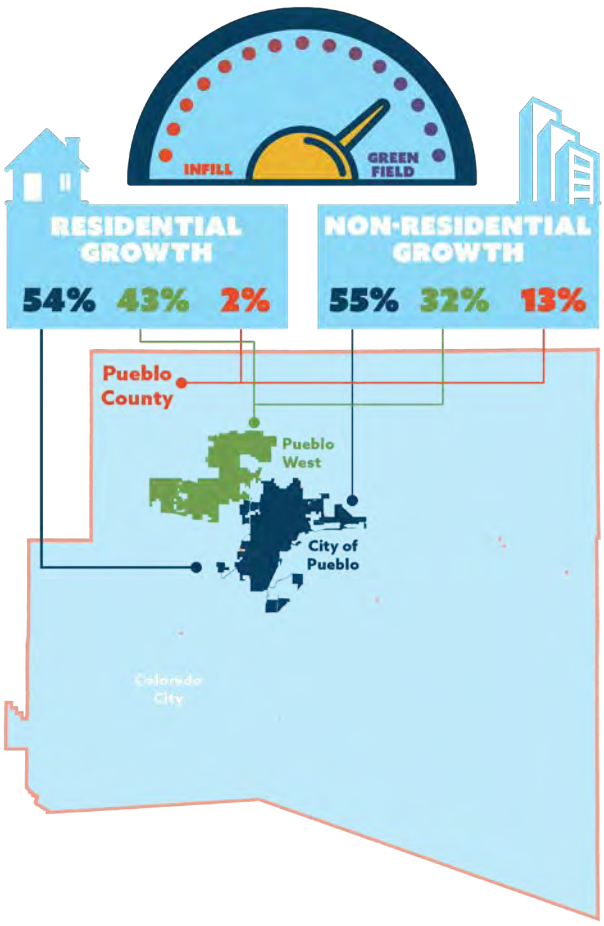
FUTURE LAND USE PLAN

GOALS & POLICIES

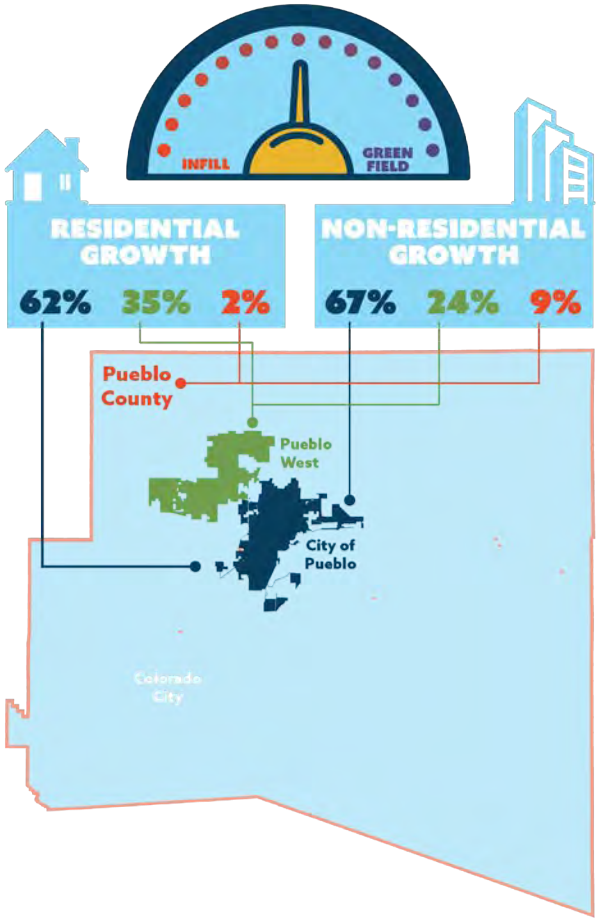
REGIONAL GROWTH SCENARIOS

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



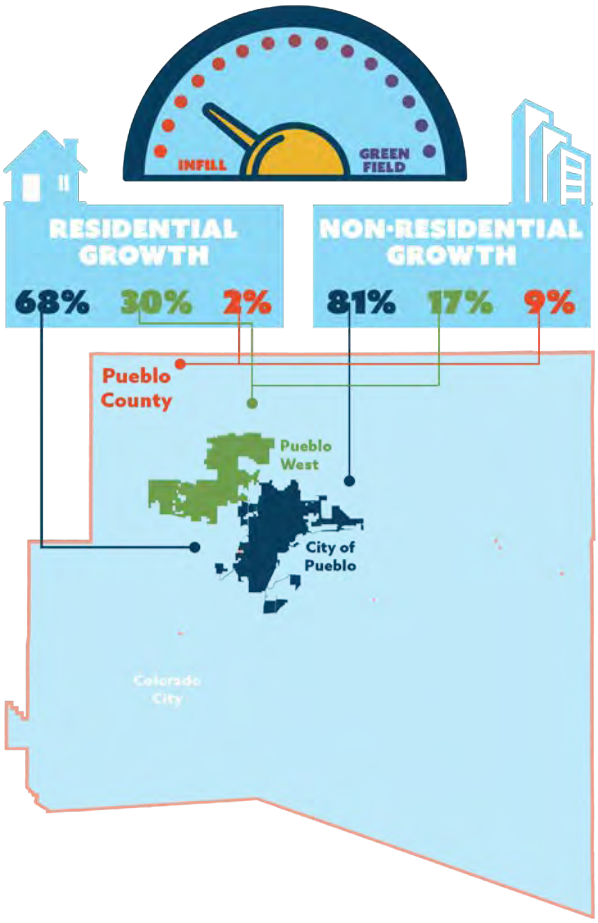
SCENARIO B



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.

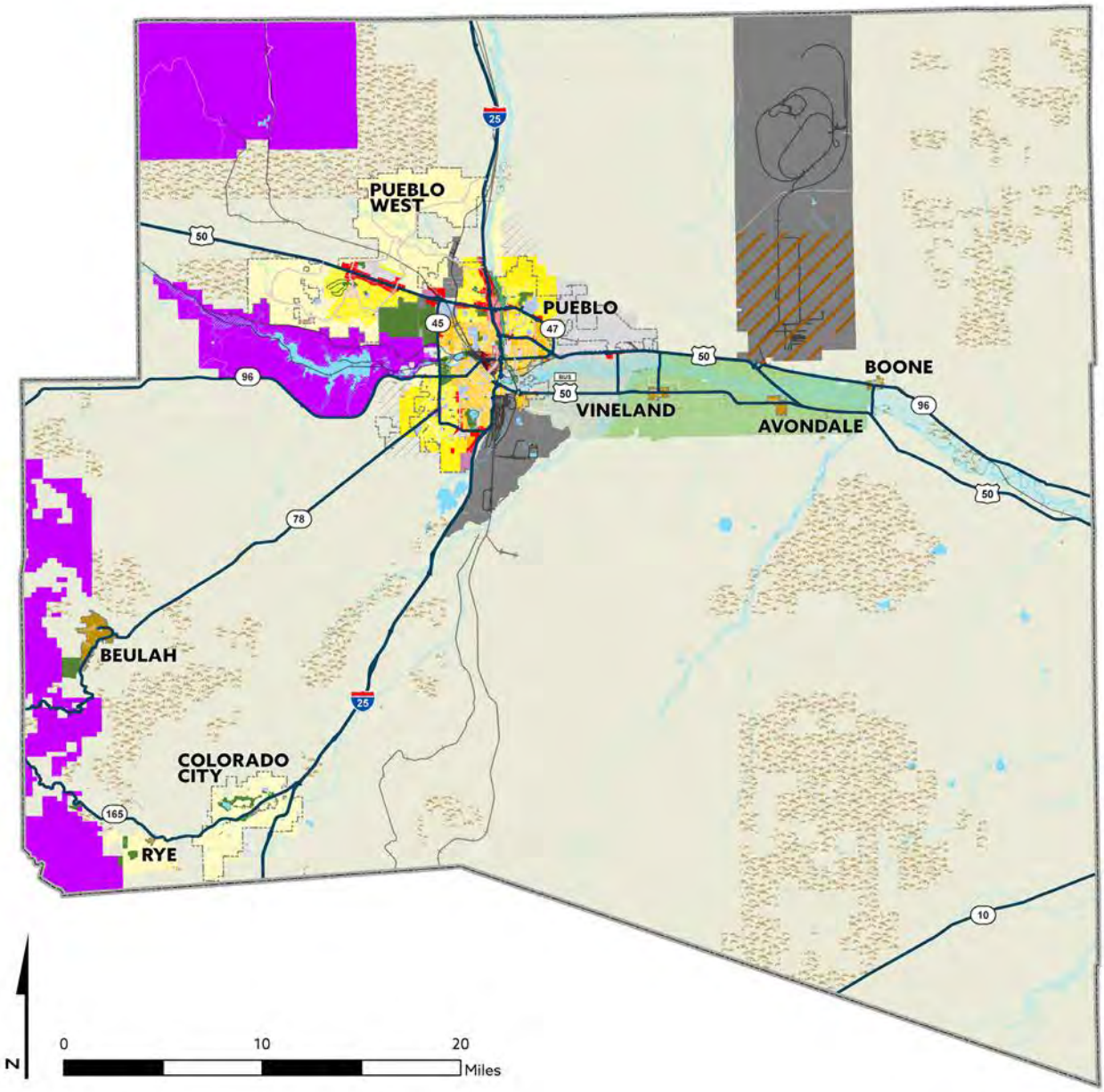


LAND USE AND TRANSPORTATION LINKAGES

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)

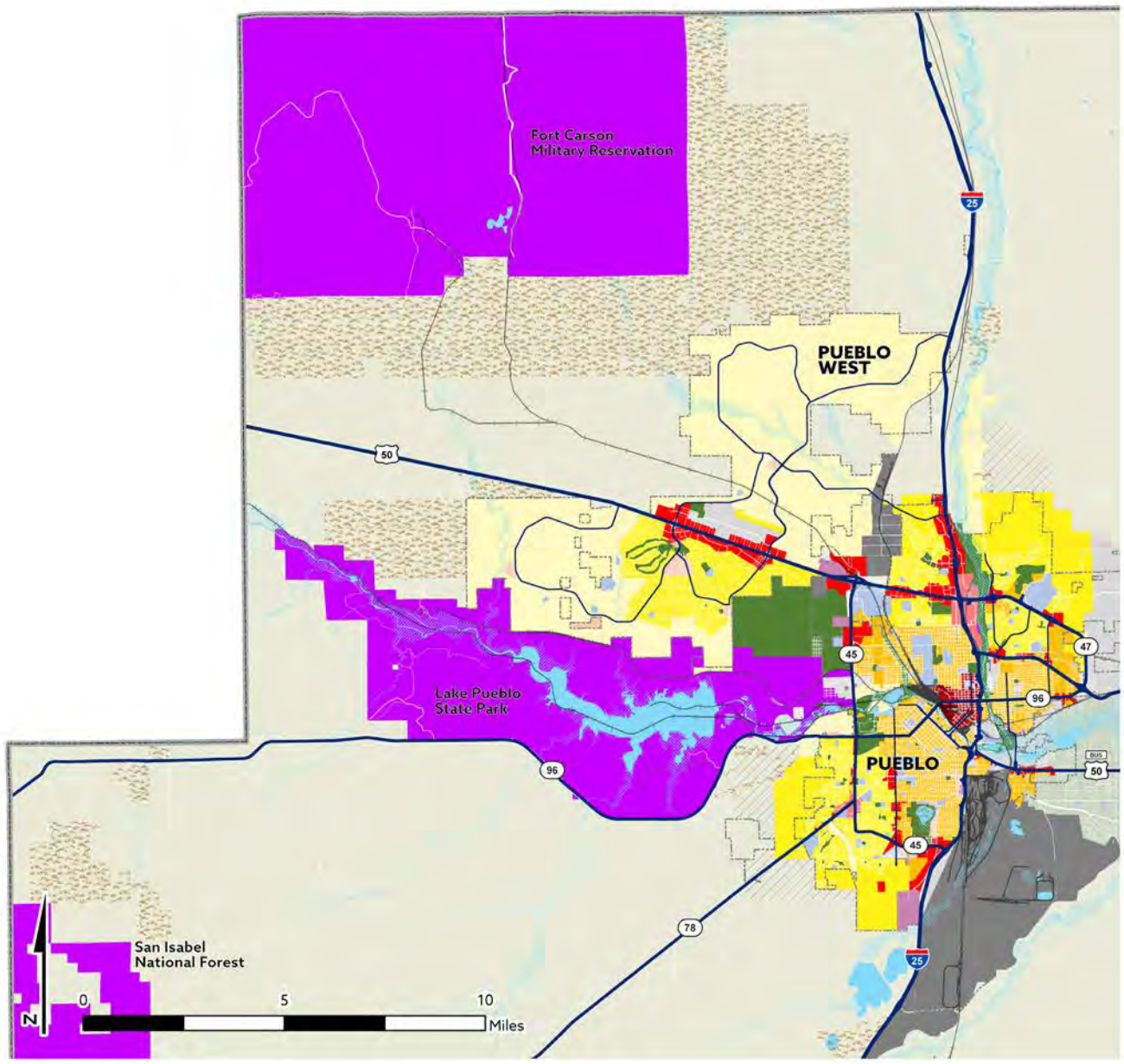
COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

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)

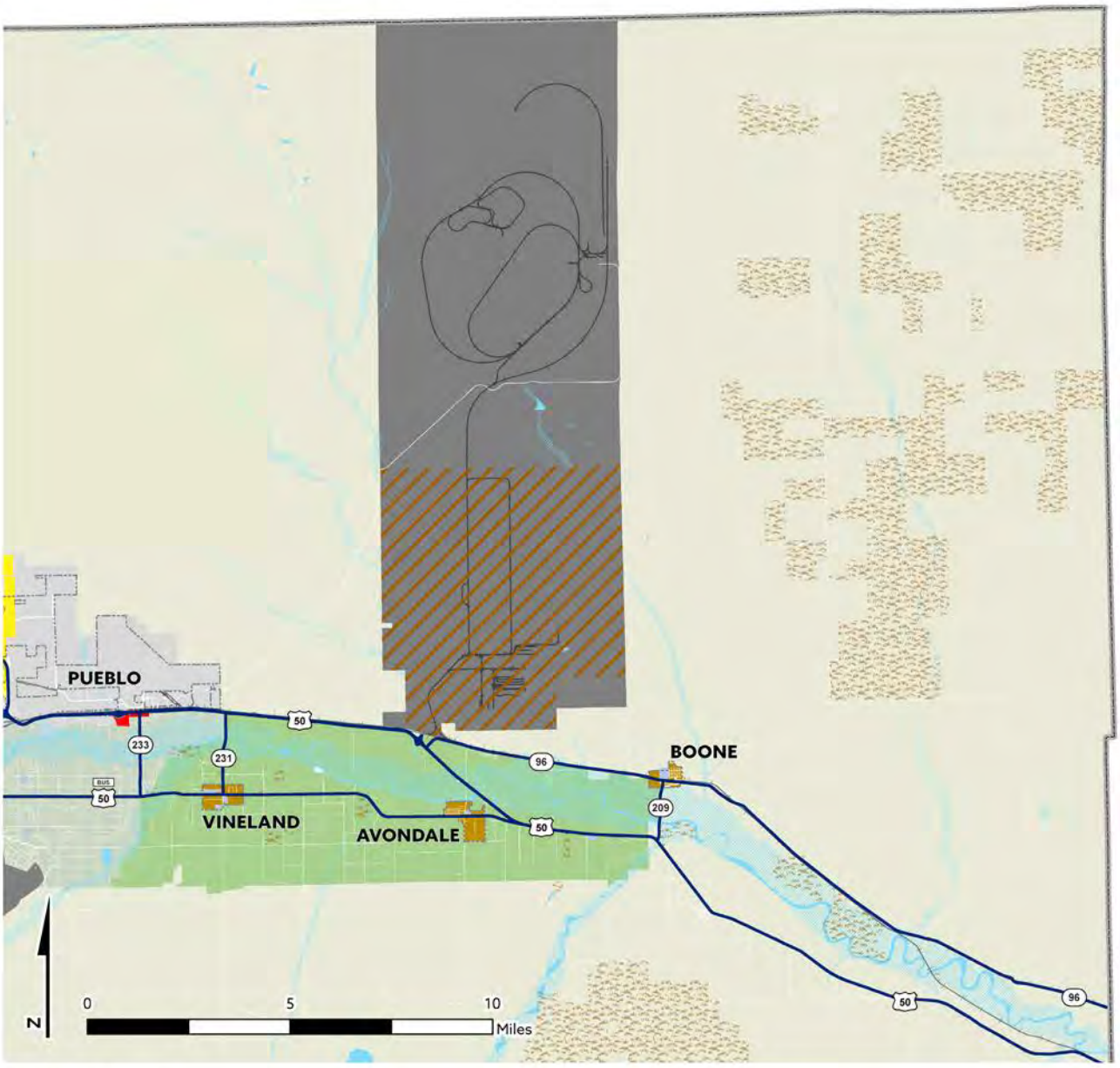
COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

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)

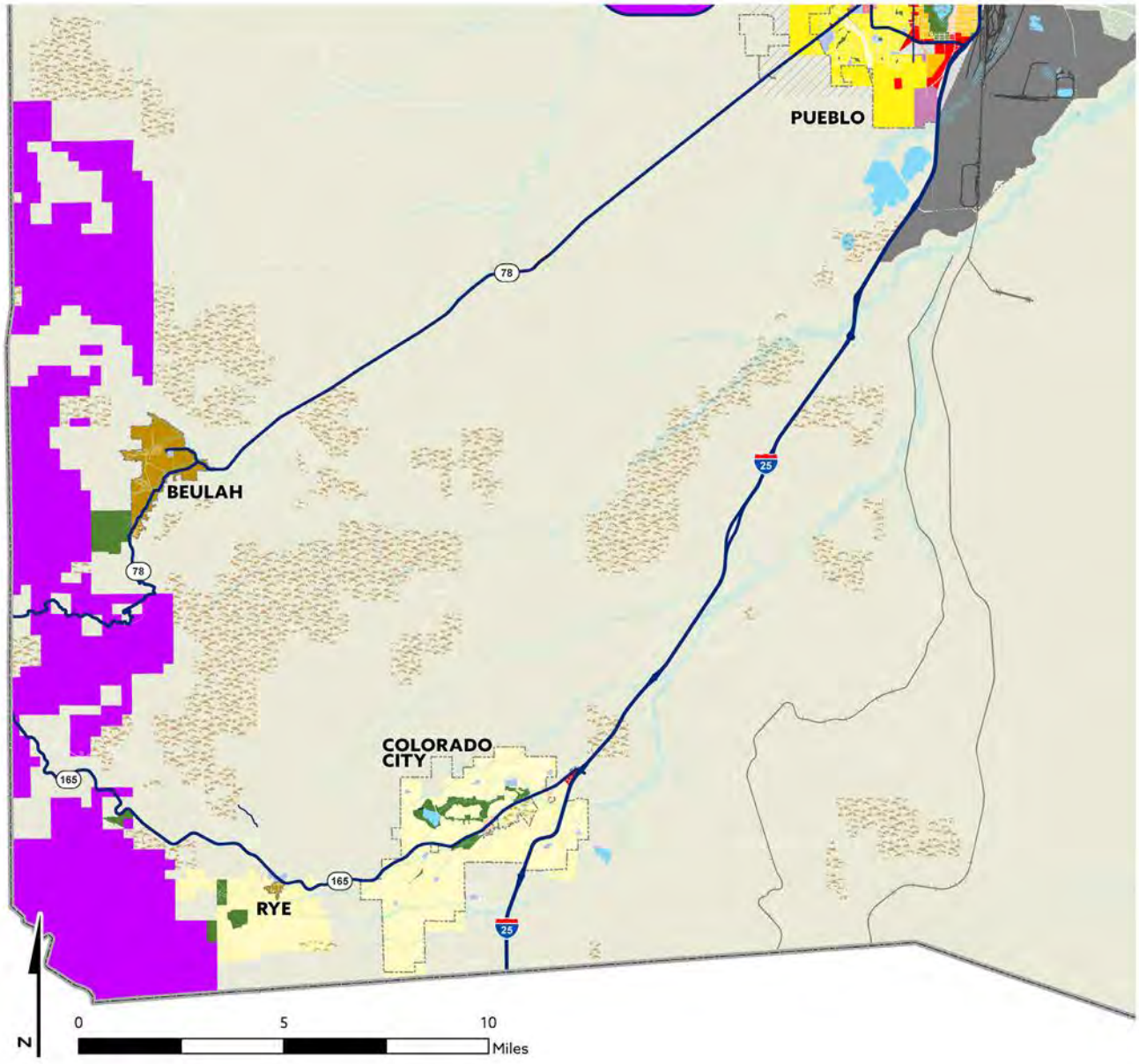
COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

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)

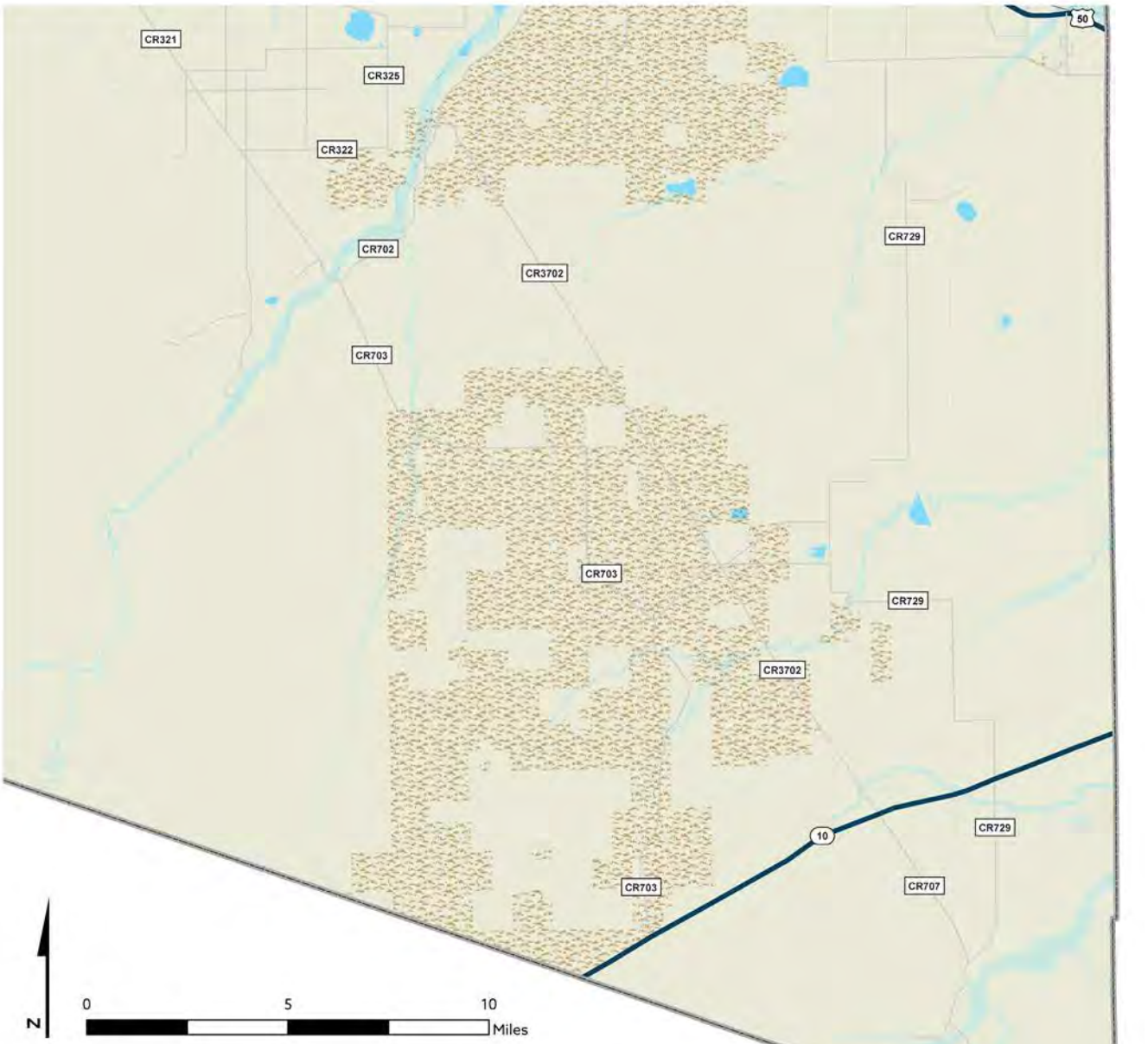
COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

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)
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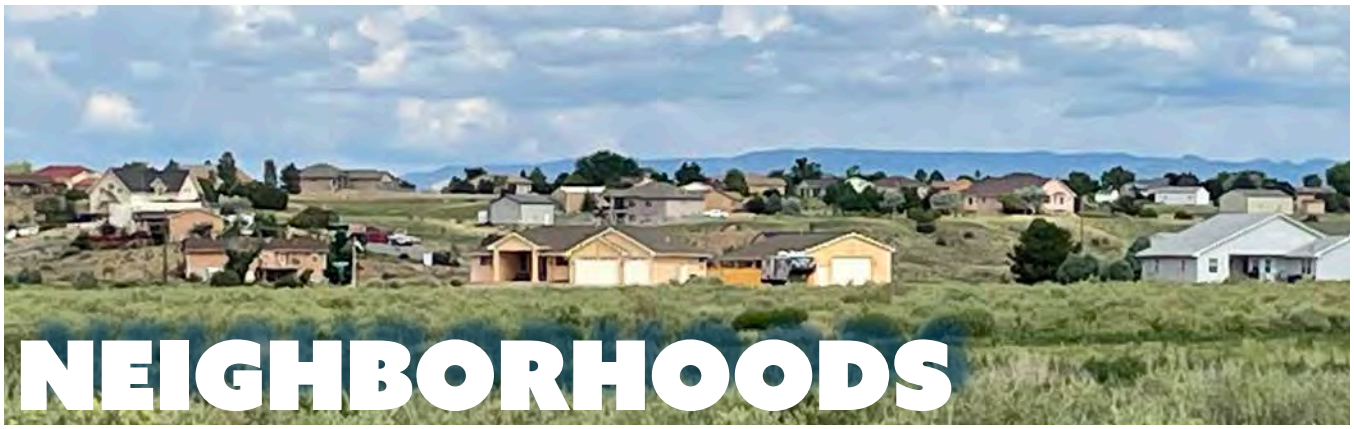
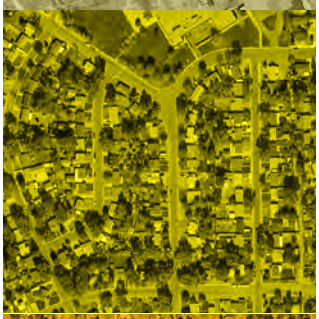
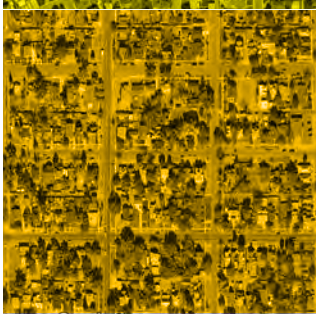


NEIGHBORHOODS

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

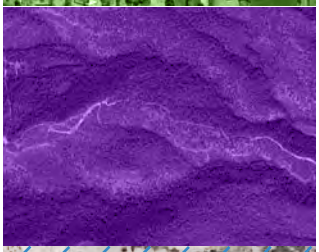
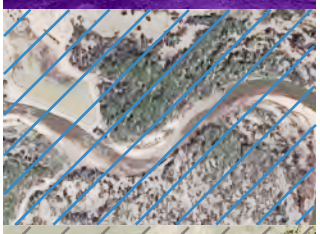
This designation is largely located in areas with rail and highway access, such as the PuebloPlex site, EVRAZ, and Vestas.

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

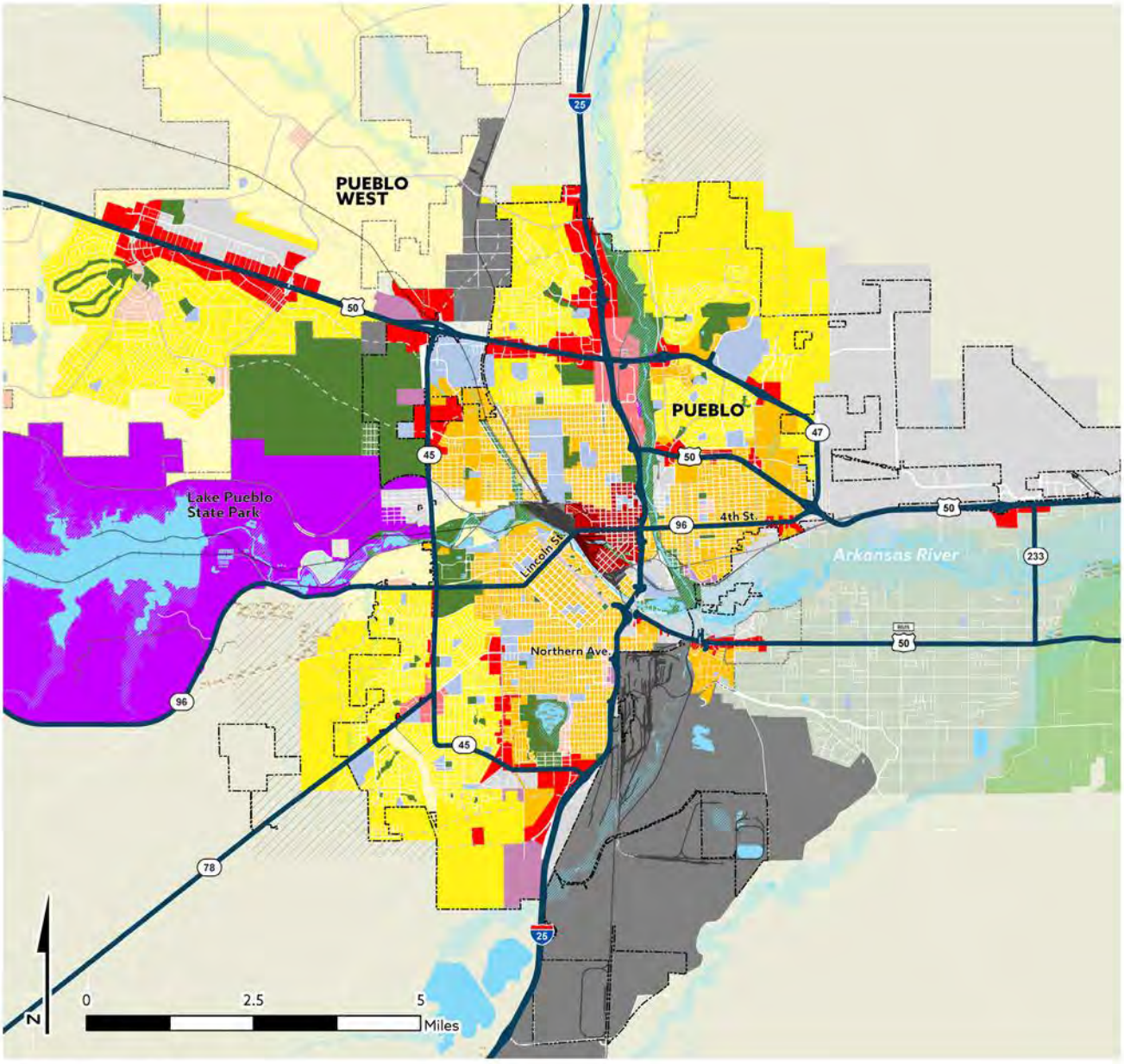
Since its incorporation in 1885, the City of Pueblo has been the administrative and economic hub of the region. Since 2000, the City has experienced slow, but steady, population growth (0.5% annually) and has continued to attract a majority of the region's employment, retail, and office development. 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

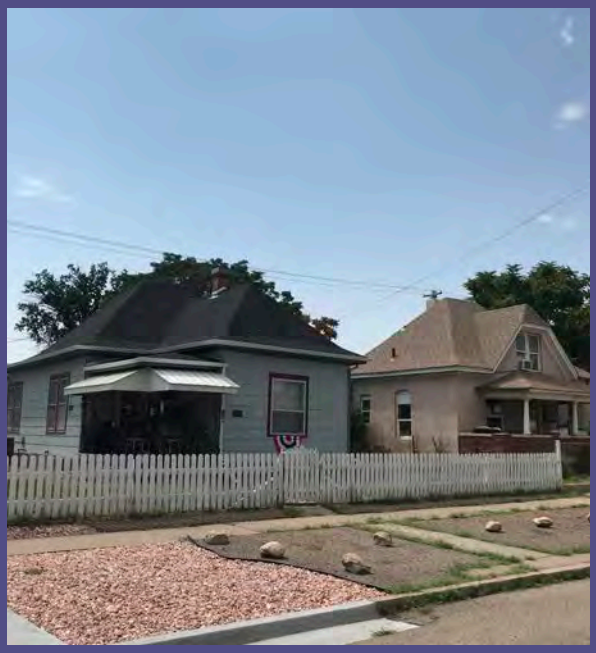
Continue to support tourism (e.g., hotels, convention-related uses) as core component of Downtown's role within the region while seeking to expand the range of restaurants, neighborhood-services, and housing options needed to support the area's emergence as a full-service neighborhood.

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.

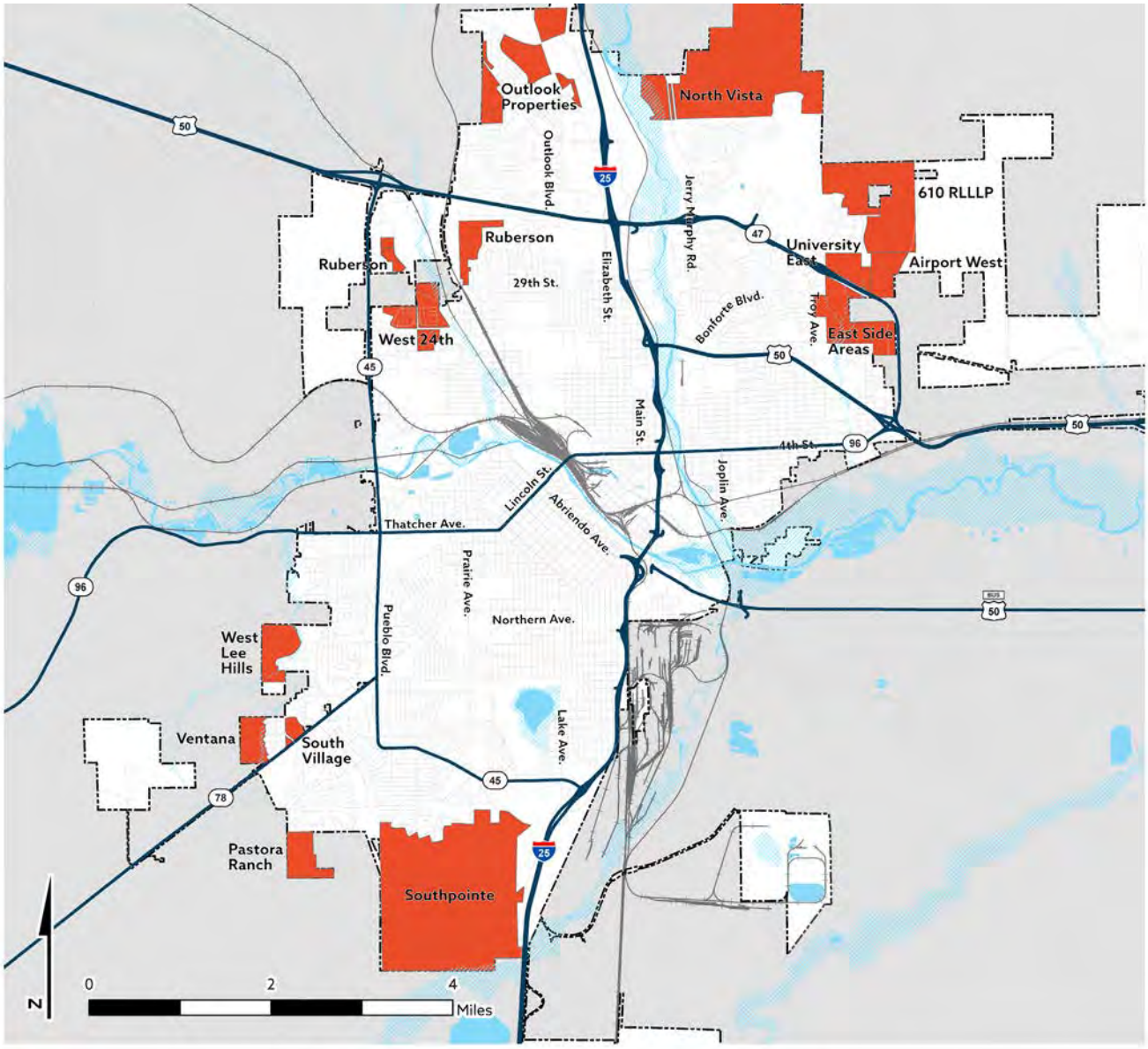
POLICY COP - 5.3: INFRASTRUCTURE AND SERVICES

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

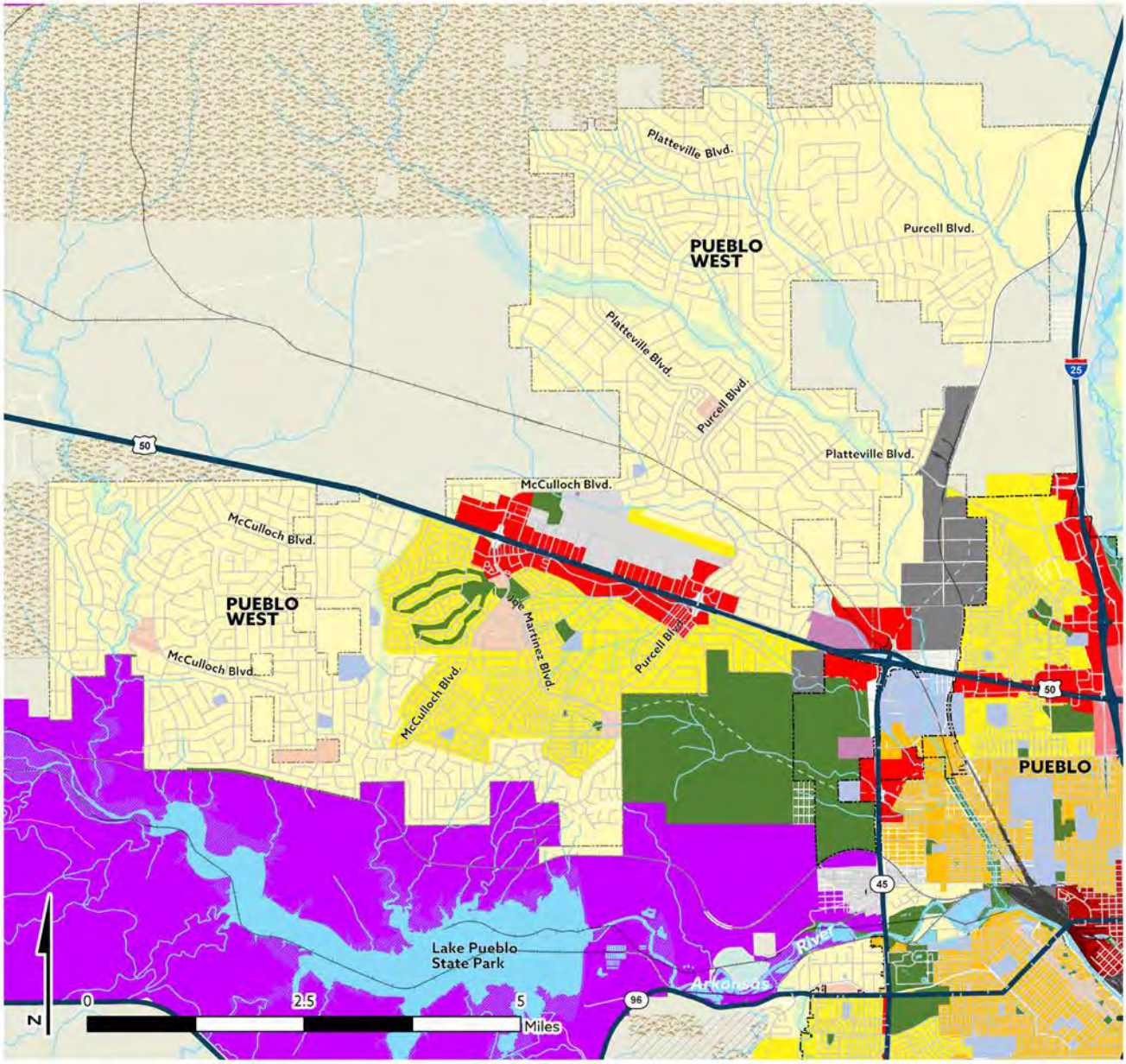
Between 2000 and 2019, Pueblo West grew at much faster rate (3.4 percent) than the City of Pueblo (0.5 percent), or Pueblo County (0.9 percent) as a whole. During this time, Pueblo West captured the bulk of the region's large-lot single-family housing market, and saw a significant increase in retail, 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



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- Urban Neighborhoods (UN)

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- Commercial Mixed-Use (CMU)
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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.

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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.

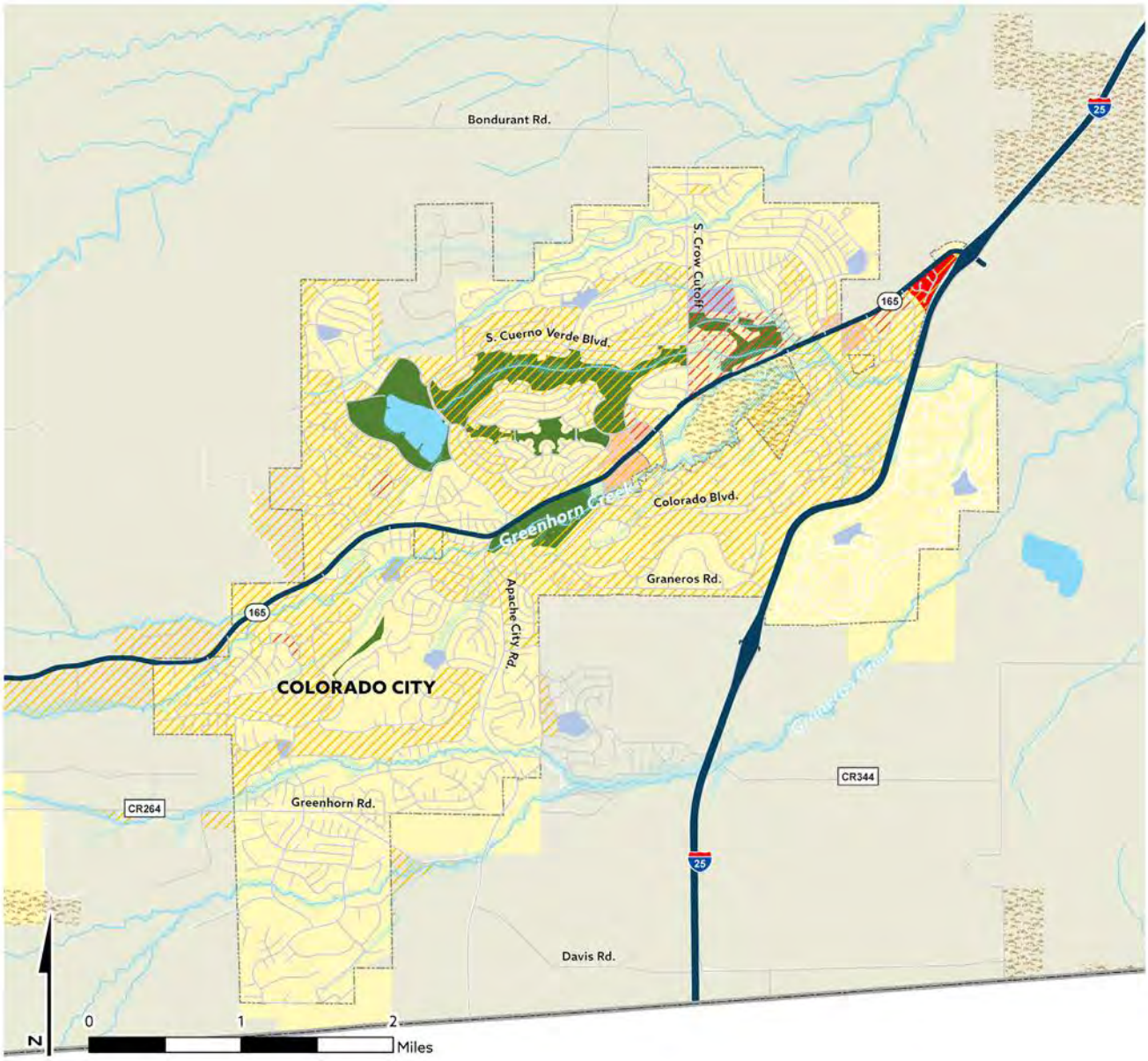
POLICY CC - 1.2: HIGHWAY 165 CORRIDOR

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



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- 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

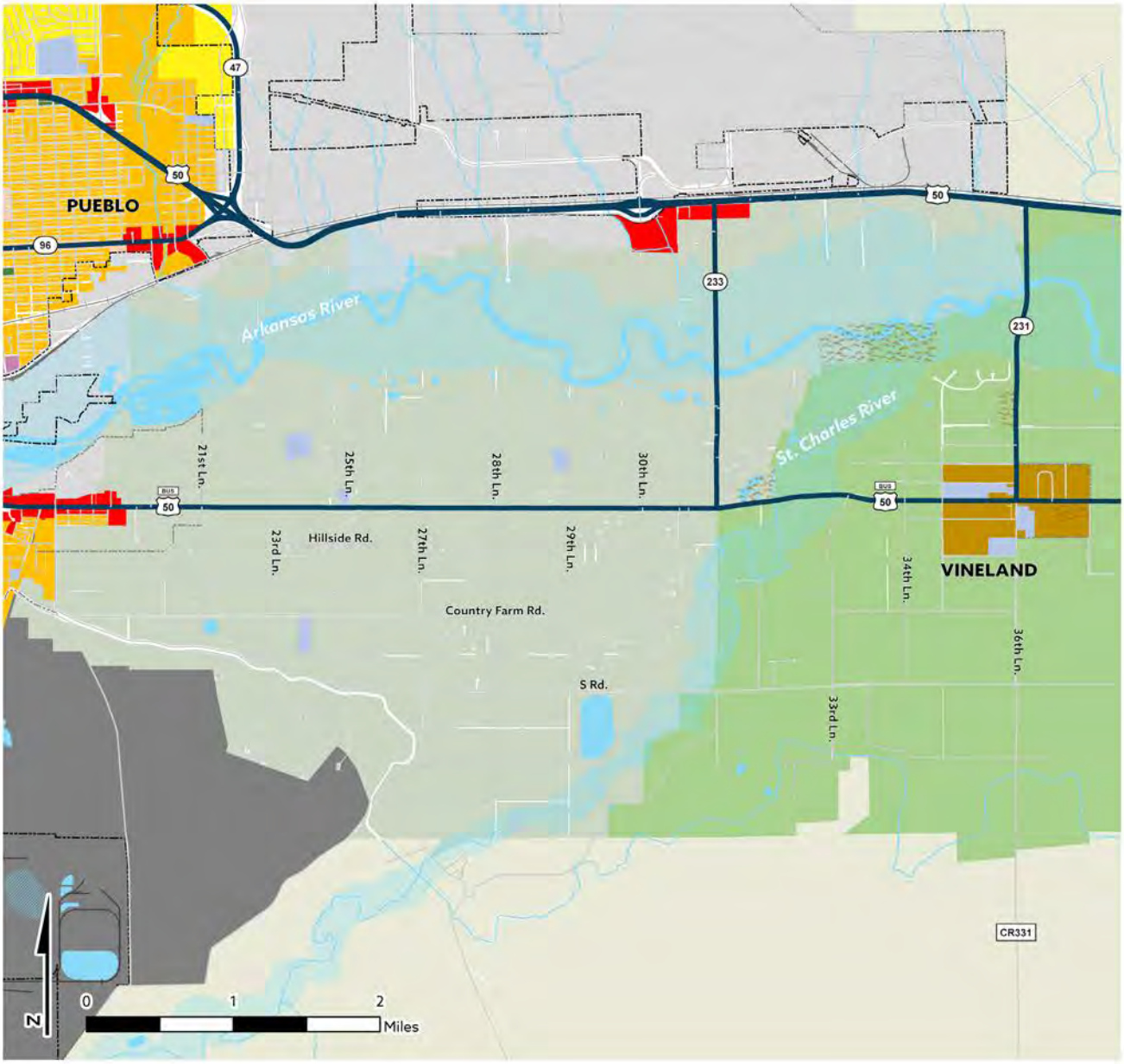
For the purposes of the Future Land Use Plan, portions of the St. Charles Mesa that lie west of the St. Charles River are distinguished from those that lie to the east. Portions of the Mesa that lie to the west of the St. Charles Mesa are designated as Agricultural Neighborhood, while areas that lie 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



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- 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.



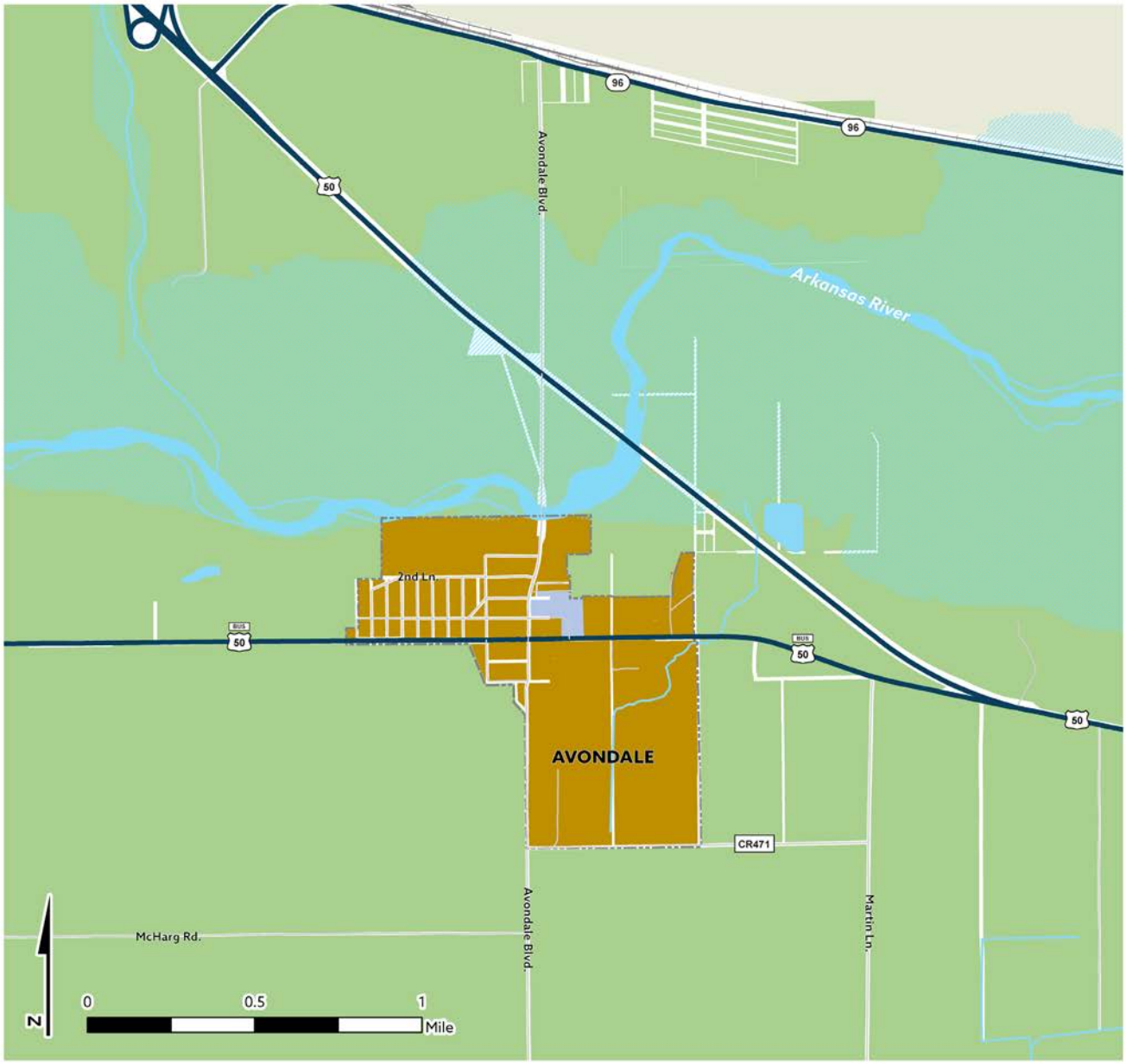


Avondale

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



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- Conservation Easements
- Designated Place
- Floodzones
- Rivers, Lakes, and Streams

Source: City of Pueblo, Pueblo County, CDOT, CDPHE

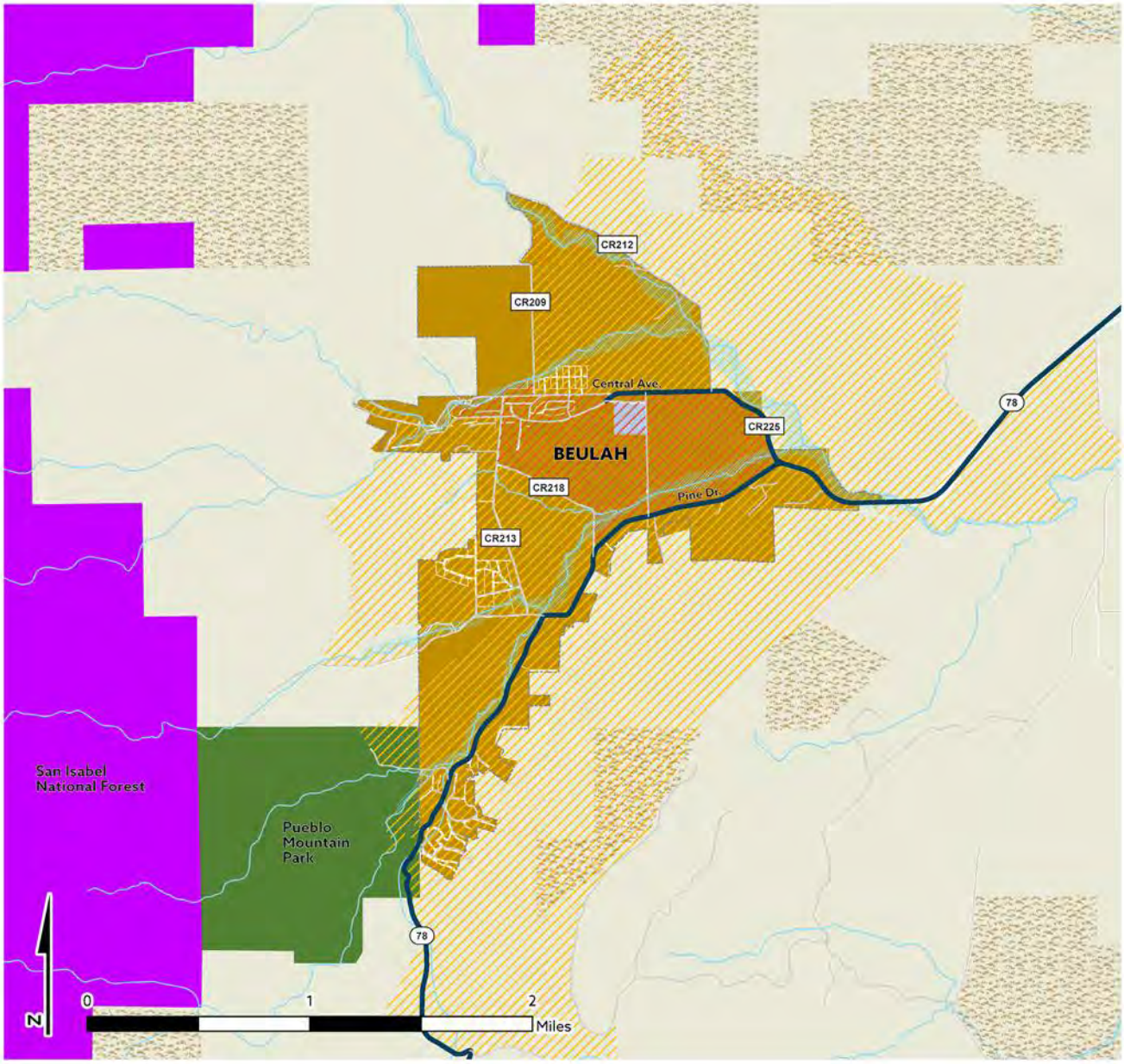
Beulah Valley

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



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- Conservation Easements
- Designated Place
- Floodzones
- Rivers, Lakes, and Streams

WILDLAND-URBAN INTERFACE (WUI)
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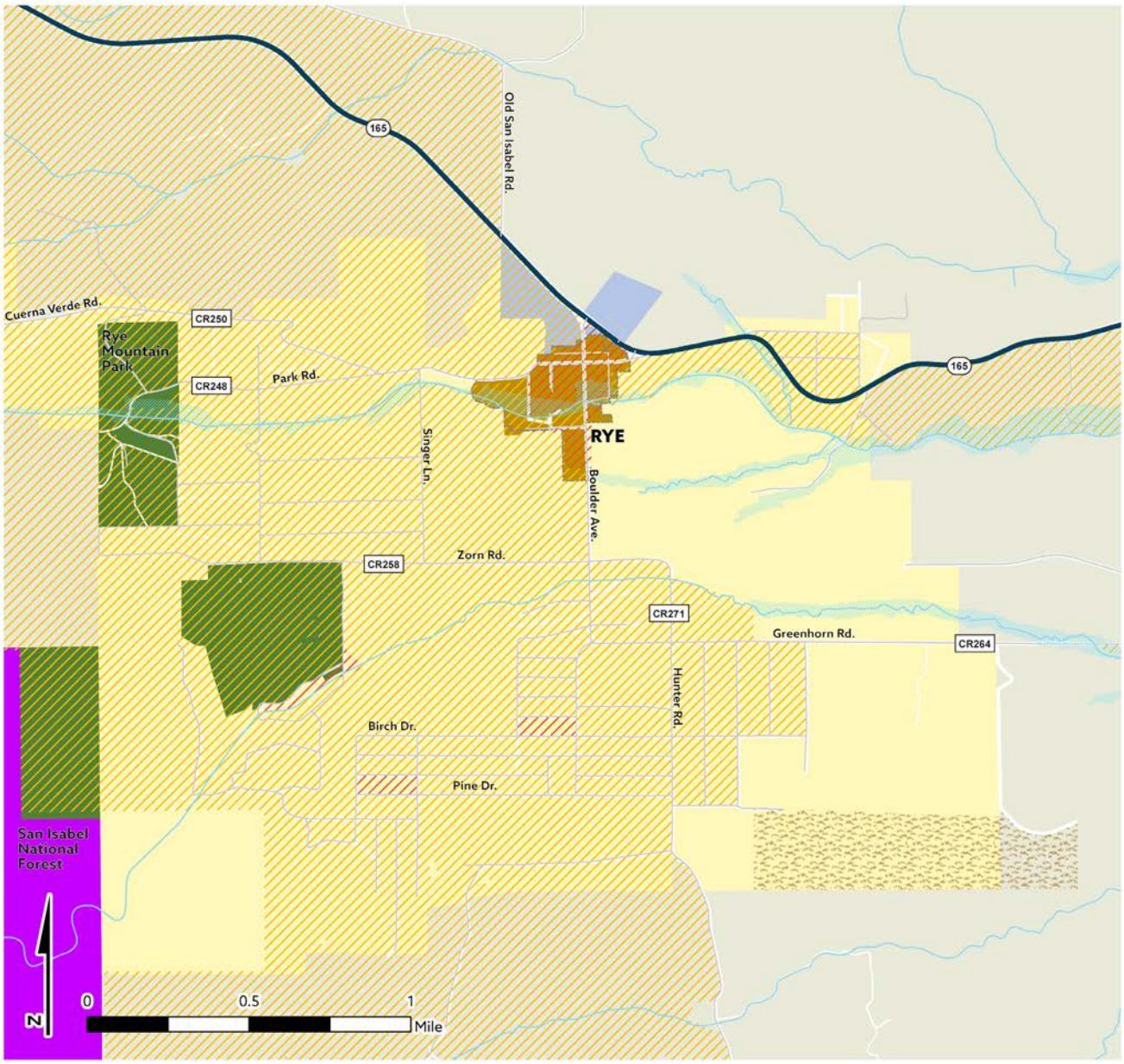
- Intermix

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



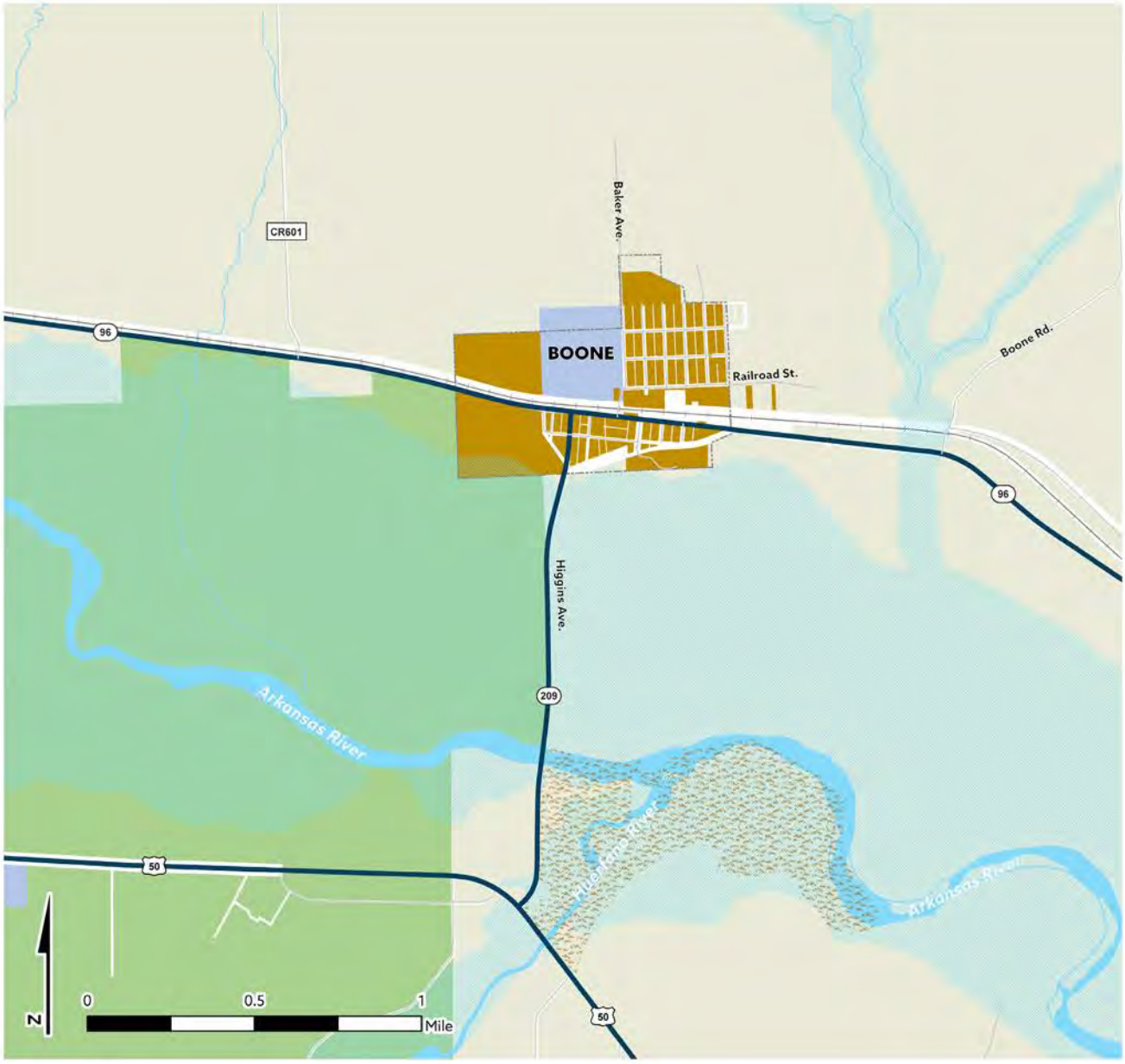




Town of Boone

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

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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

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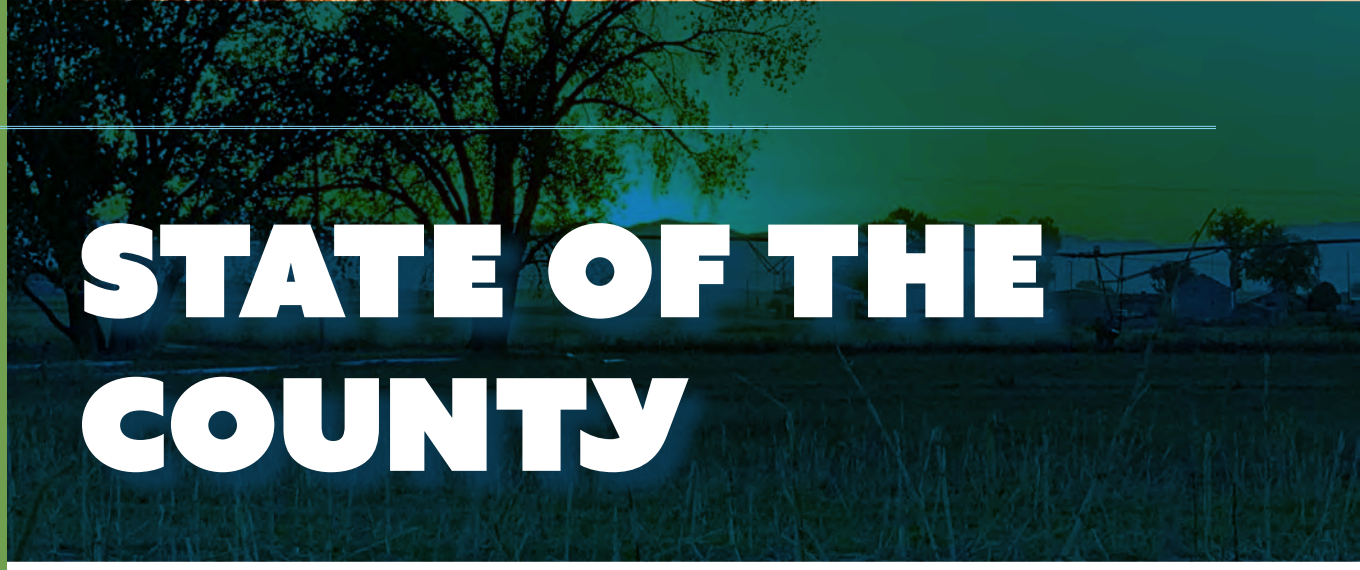
APPENDIX A



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

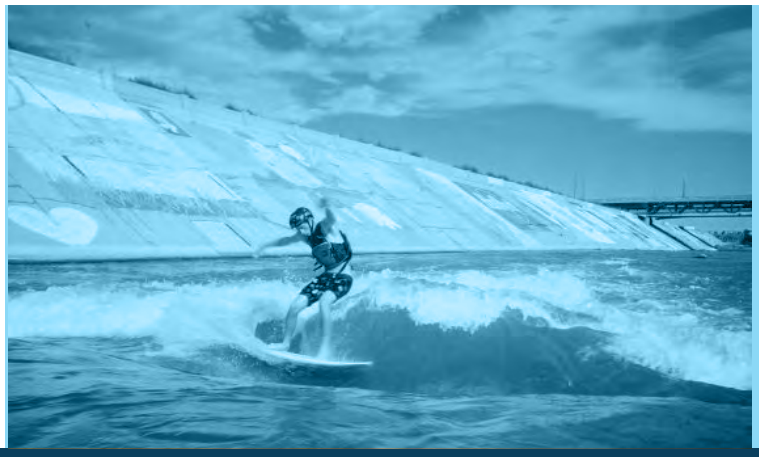
Key Policy Choices. This summary section highlights key policy choices that were explored as part of the Regional Comprehensive Plan process, in response to identified trends, current policies, and existing conditions in each focus area.

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

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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%

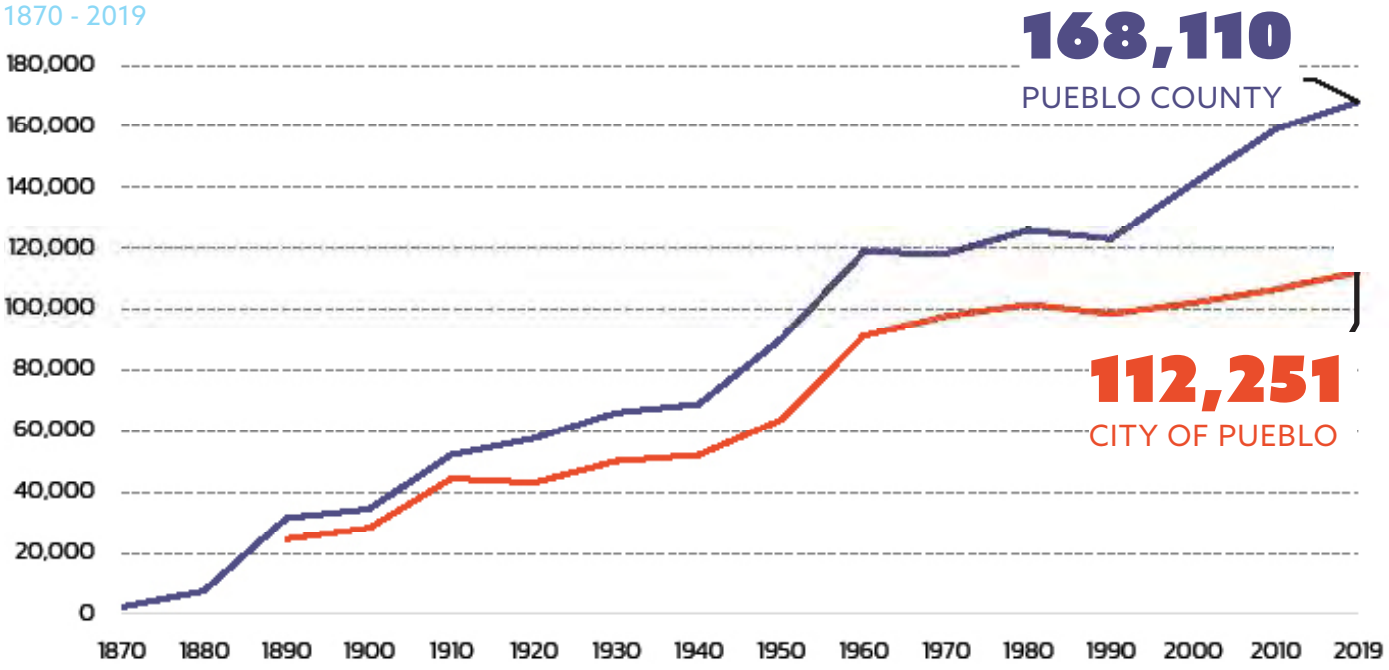
Population 1870 - 2019

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



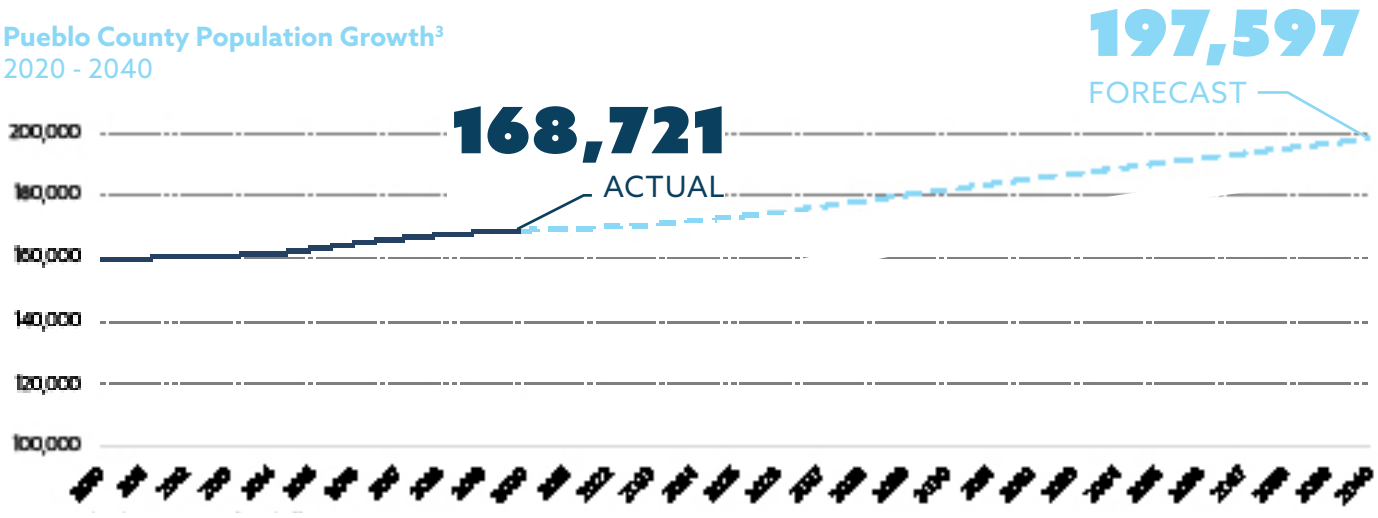
Current Population

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.

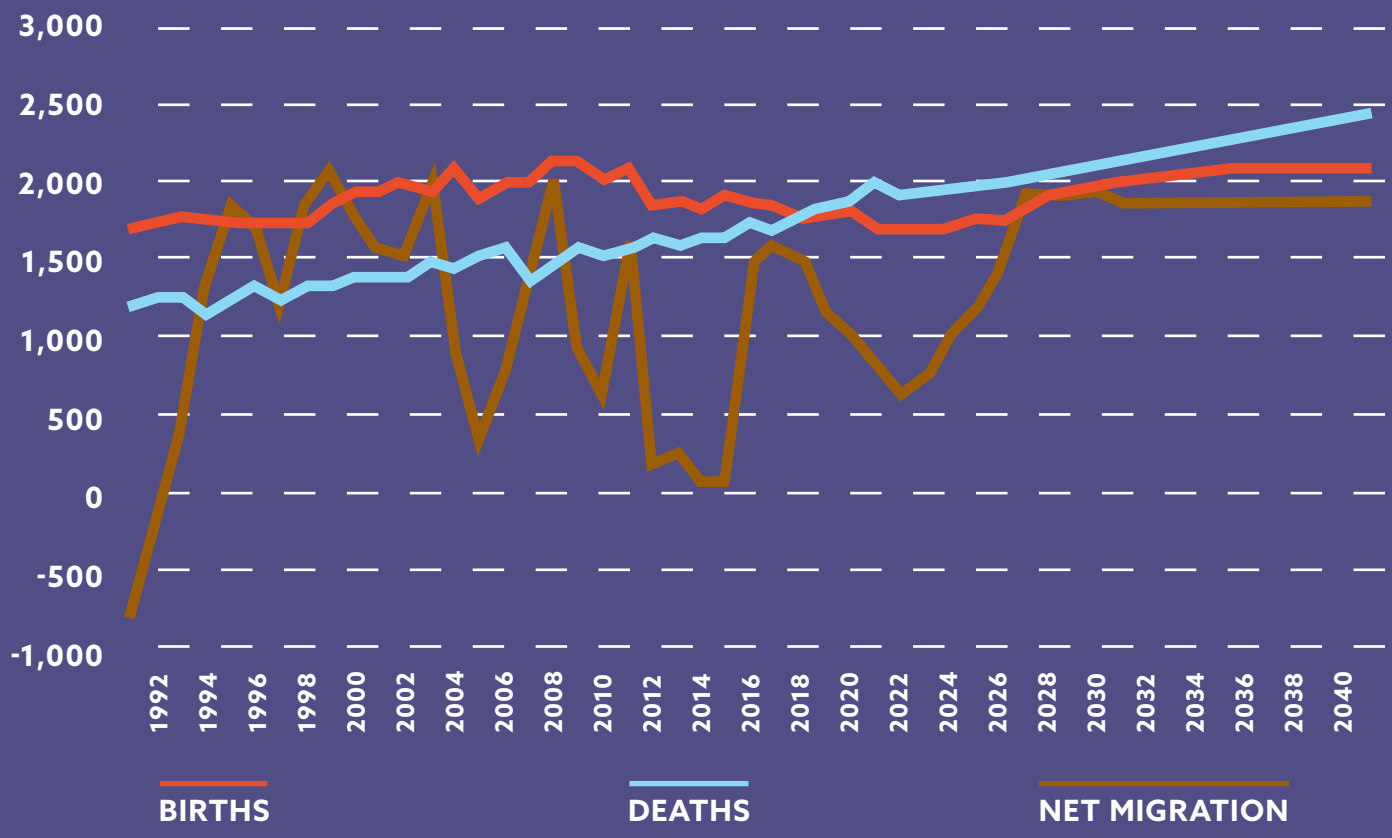
Population Forecast

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

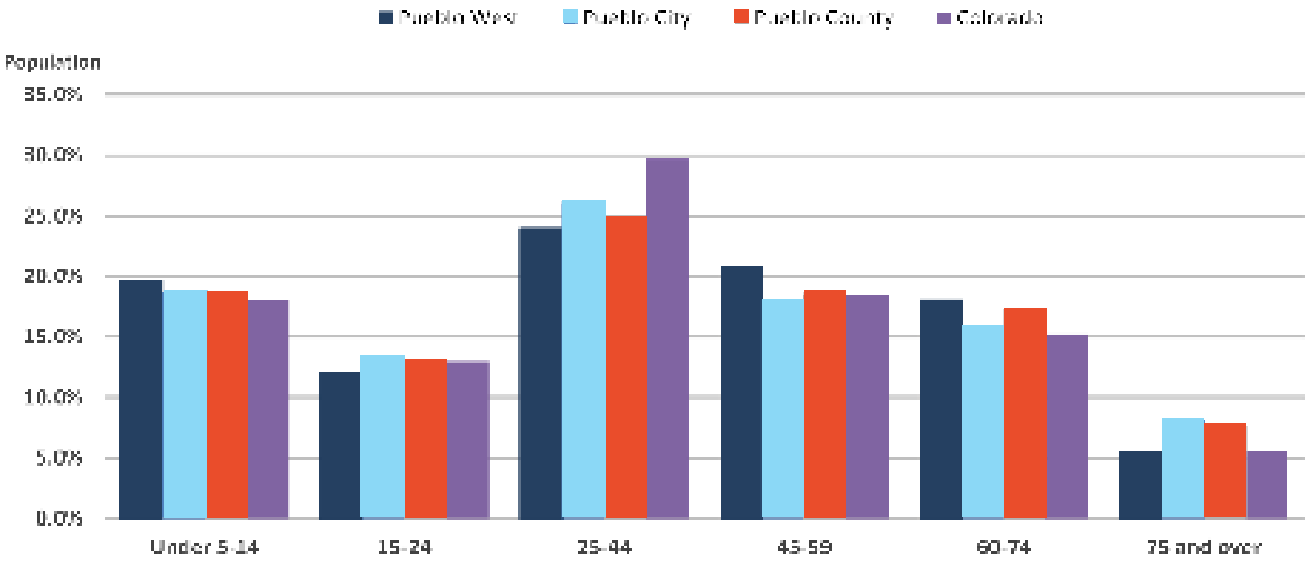


FACTORS DRIVING PUEBLO COUNTY'S GROWTH TRENDS

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.

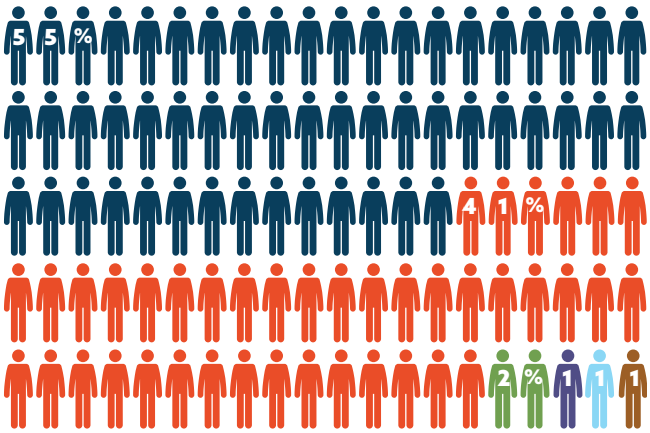
Racial/Ethnic Composition

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.

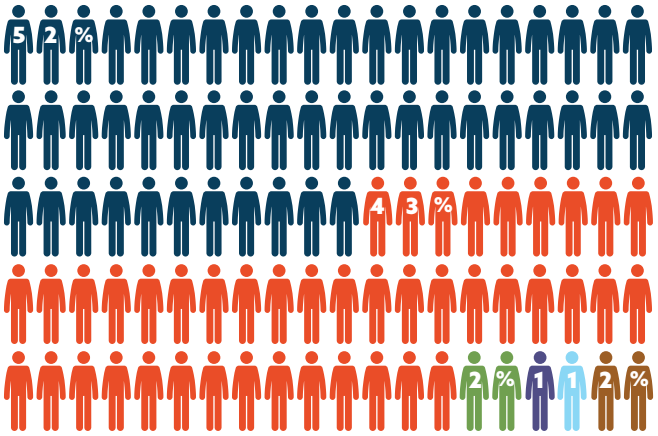
This increase in minority population is most pronounced in the City of Pueblo—already a majority minority community in 2010, when 52 percent of residents identified as minority or mixed-race. In 2019, that percentage has risen to 56, with Hispanic or Latino residents alone accounting for 51 percent of 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]



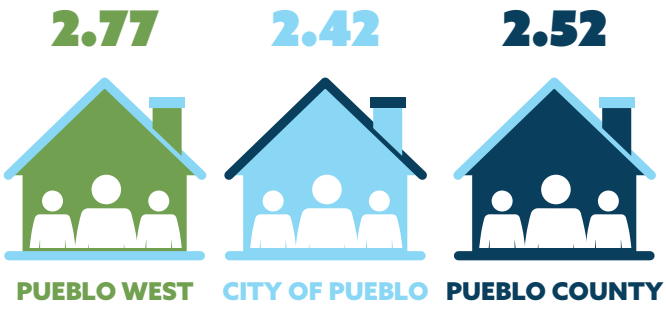
Pueblo County, 2019[7]



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.

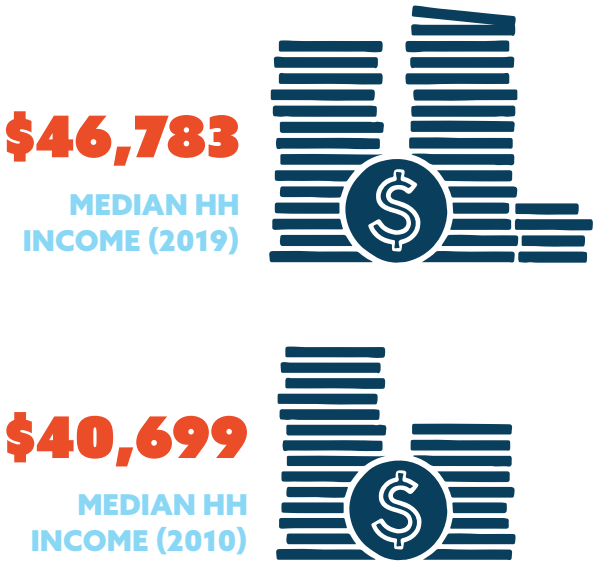
Average Household Size, 2010 and 2019



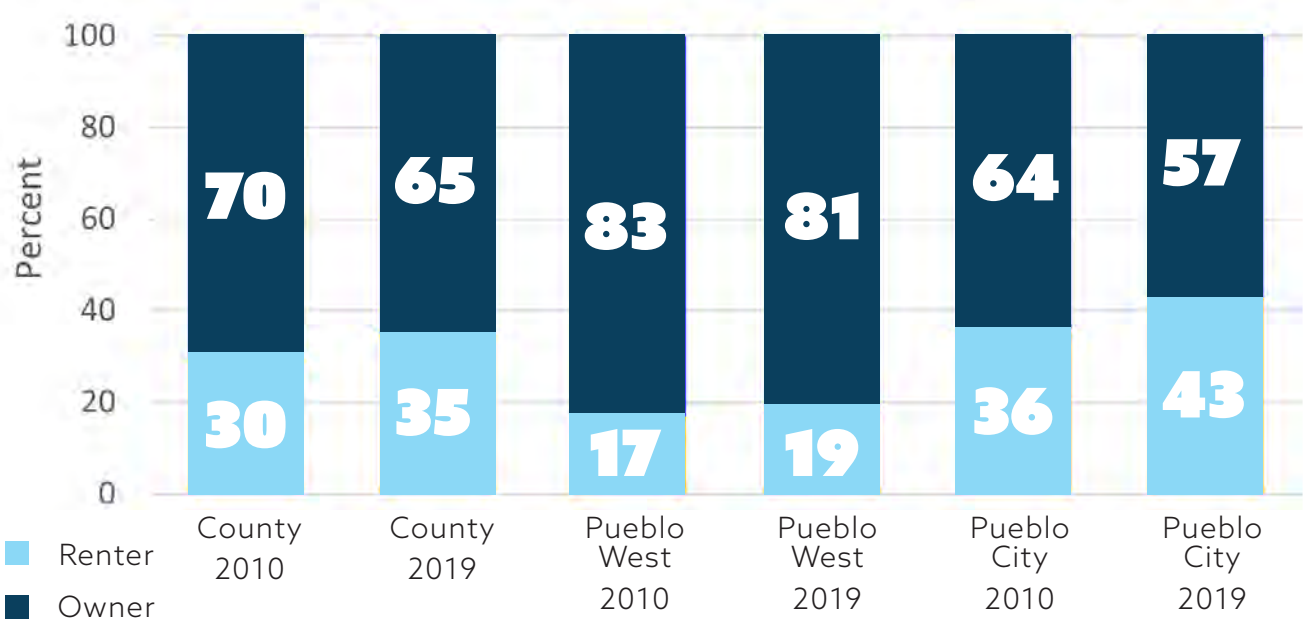
Median Income

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



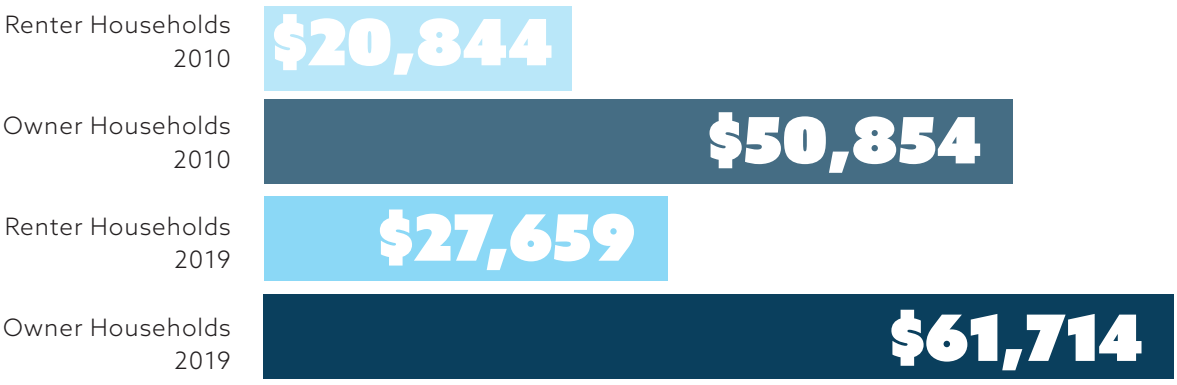
Household Tenure

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

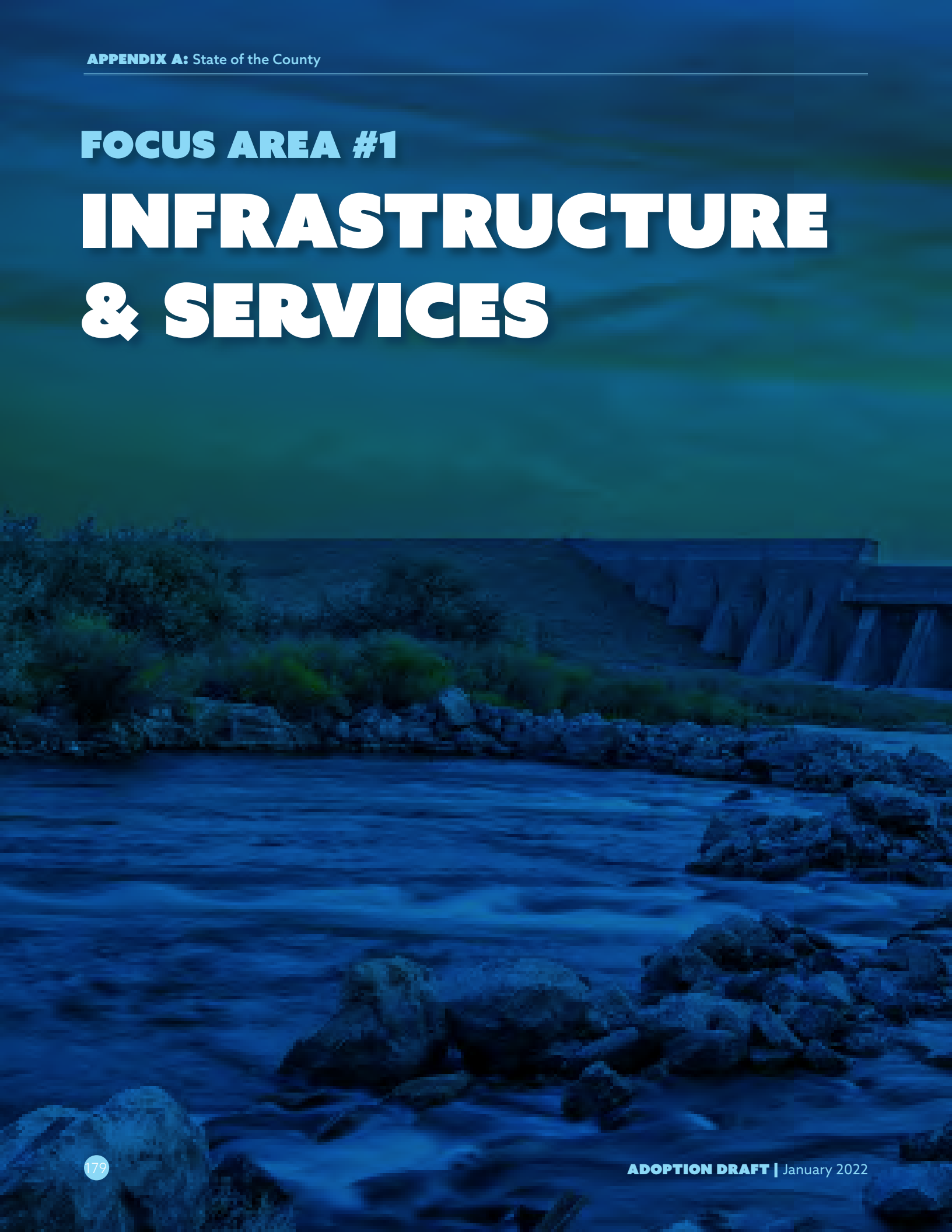
A persistent income disparity exists in all jurisdictions between the median income for renter households, and the median income for homeowners. At the County level in 2010, the median income for renters was $30,010 less than that of homeowners, and that disparity increased to $34,055 in 2019. This discrepancy 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.

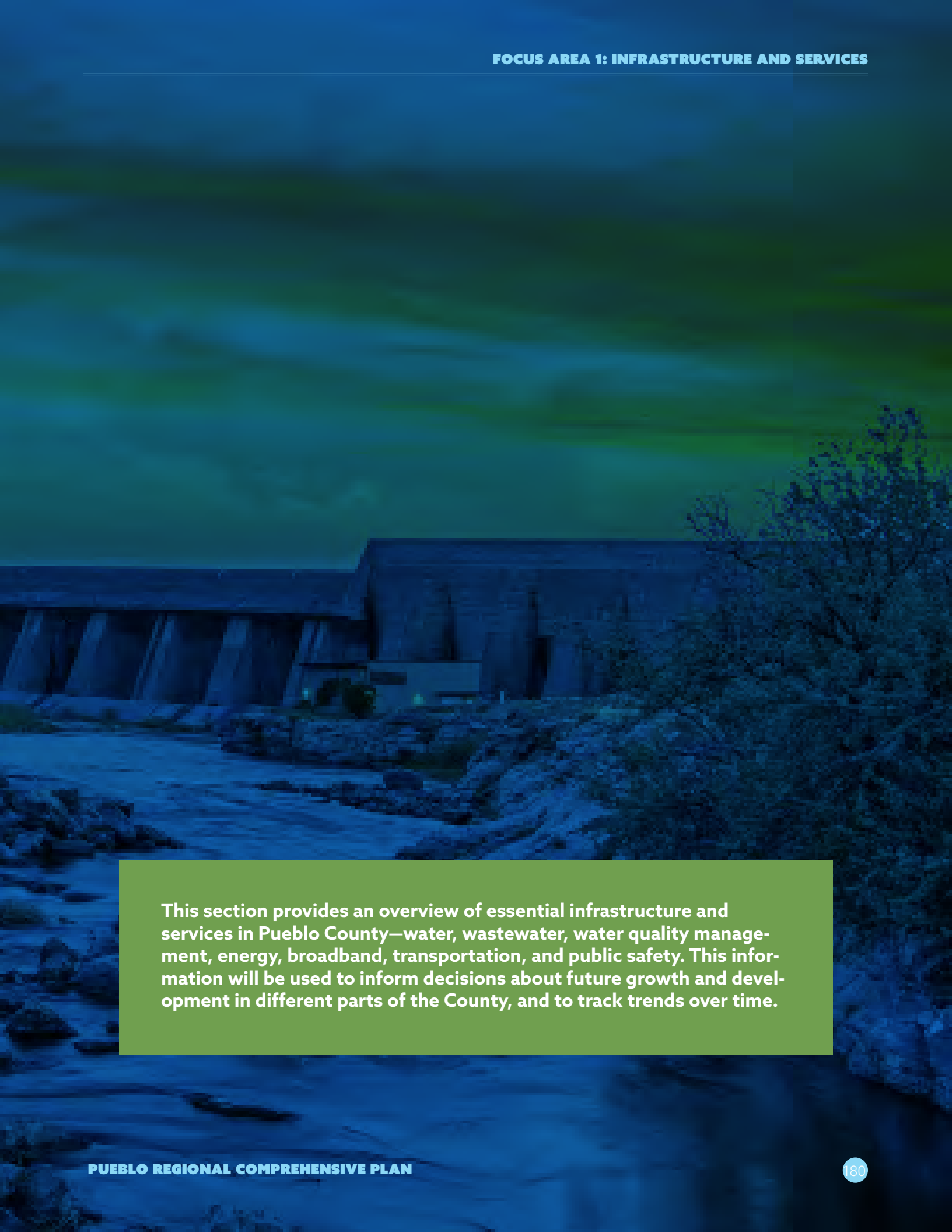
Pueblo County Median Income by Tenure[10]
2010 and 2019



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

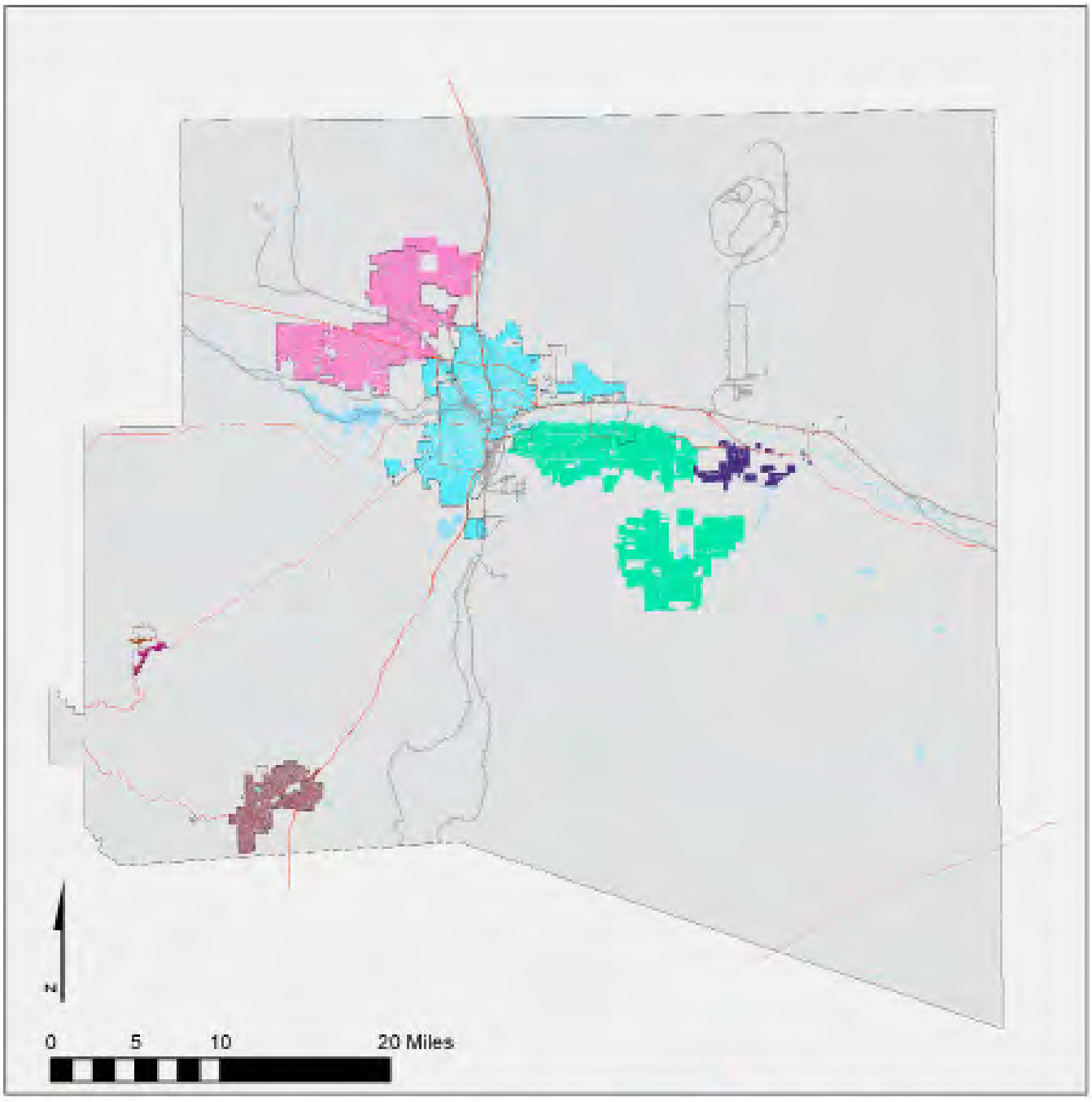
Pueblo 208 Water Quality Management Plan. PACOG is responsible for the preparation and administration of the Pueblo 208 Water Quality Management Plan (208 Plan), a requirement under Section 208 of the Federal Clean Water Act. The first 208 Plan for Pueblo County was adopted in 1977 and has been updated 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.

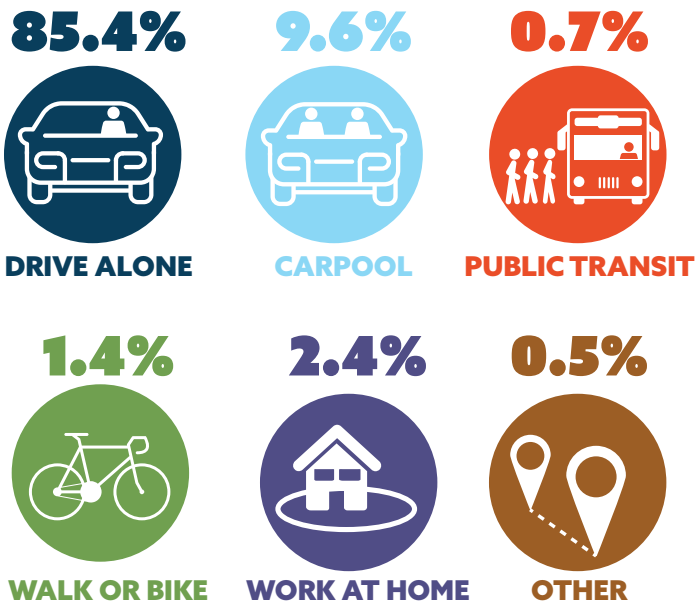
Mode Split and Commuting Trends

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.

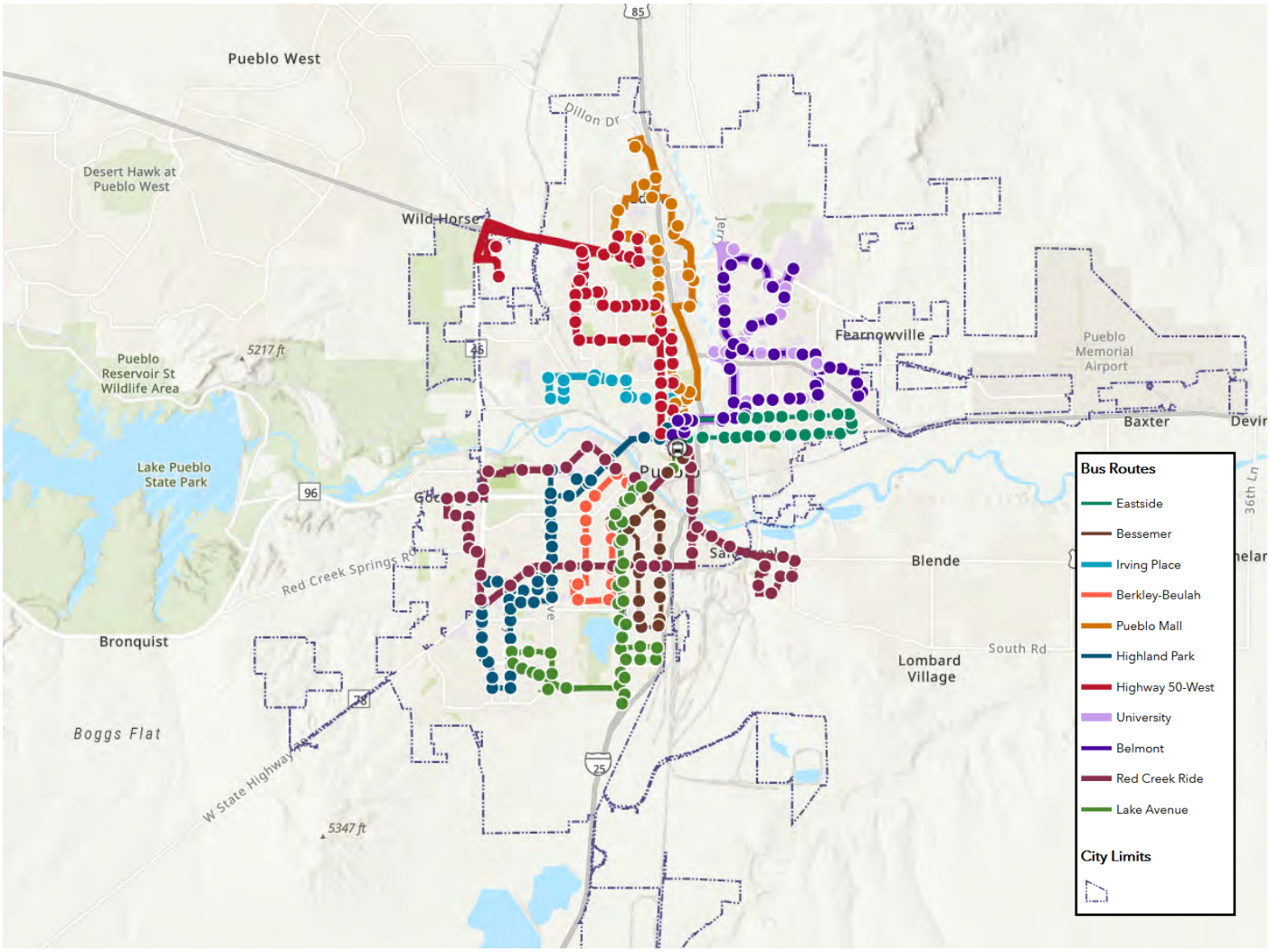
Multimodal Transportation

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.

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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.

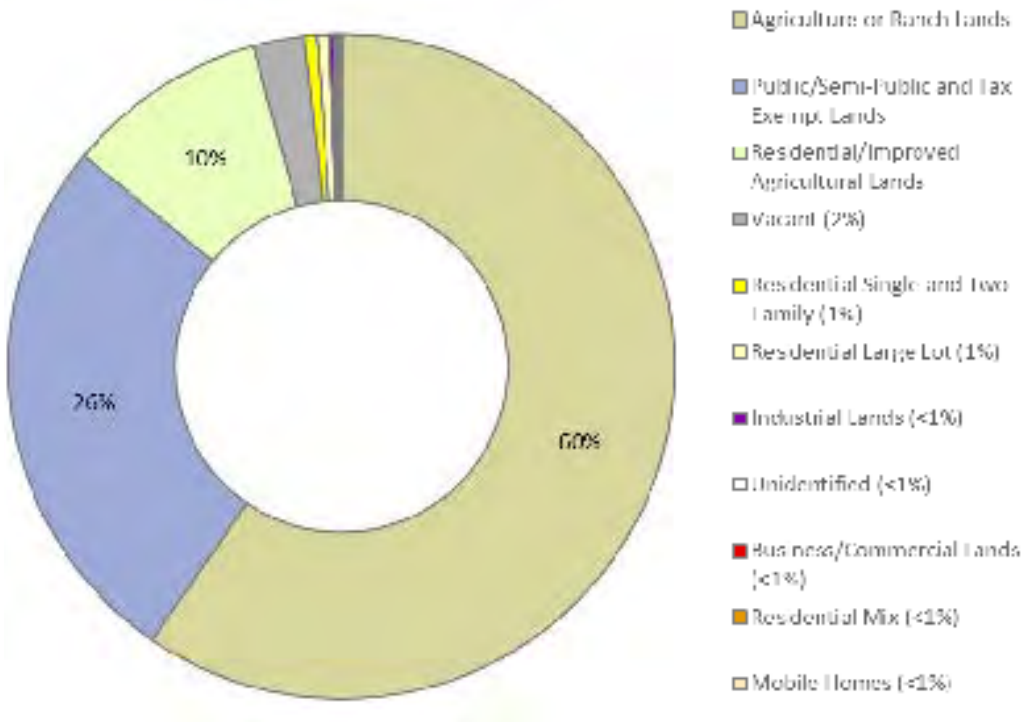
PUEBLO COUNTY

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.

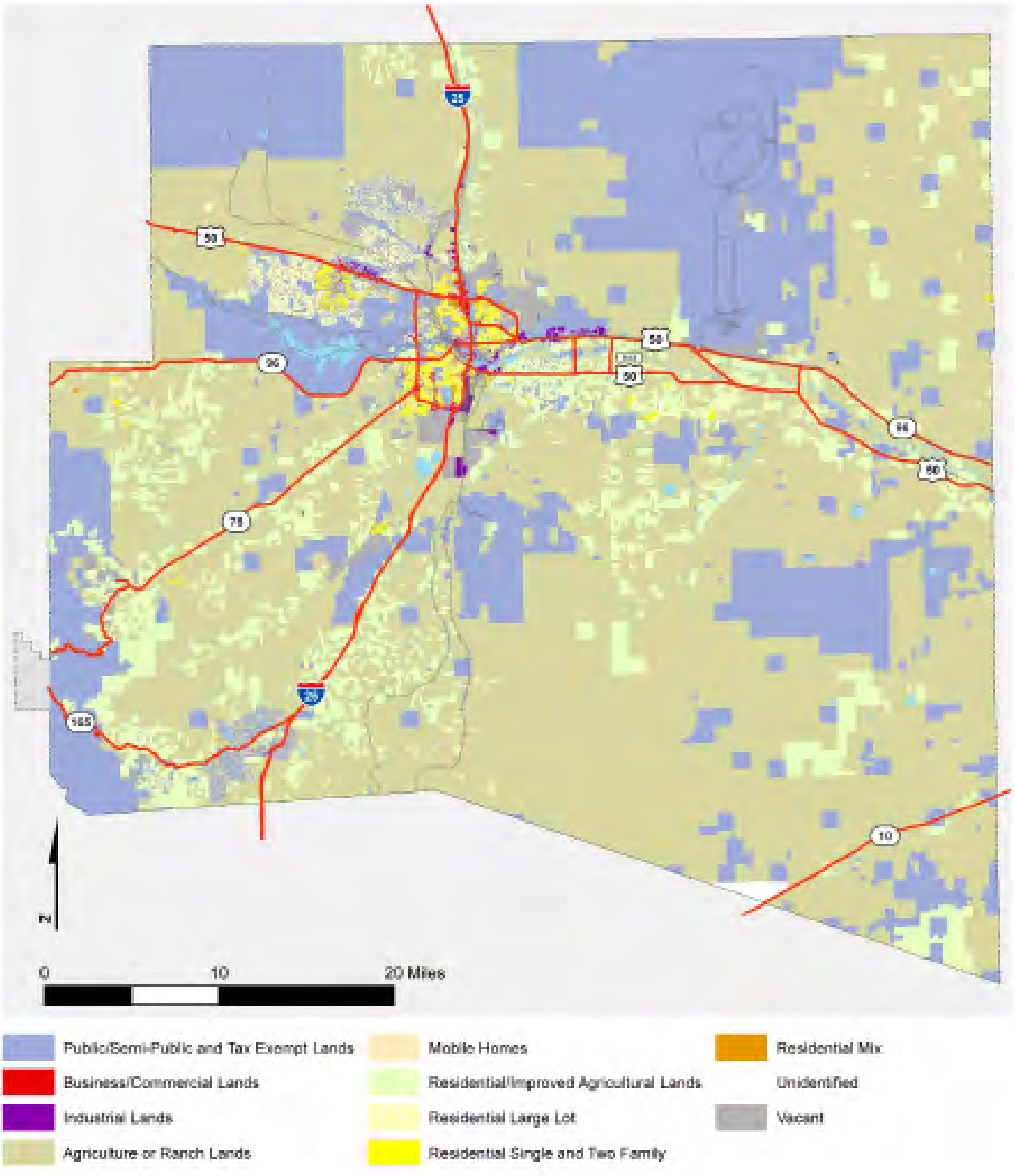
Existing Land Use

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.

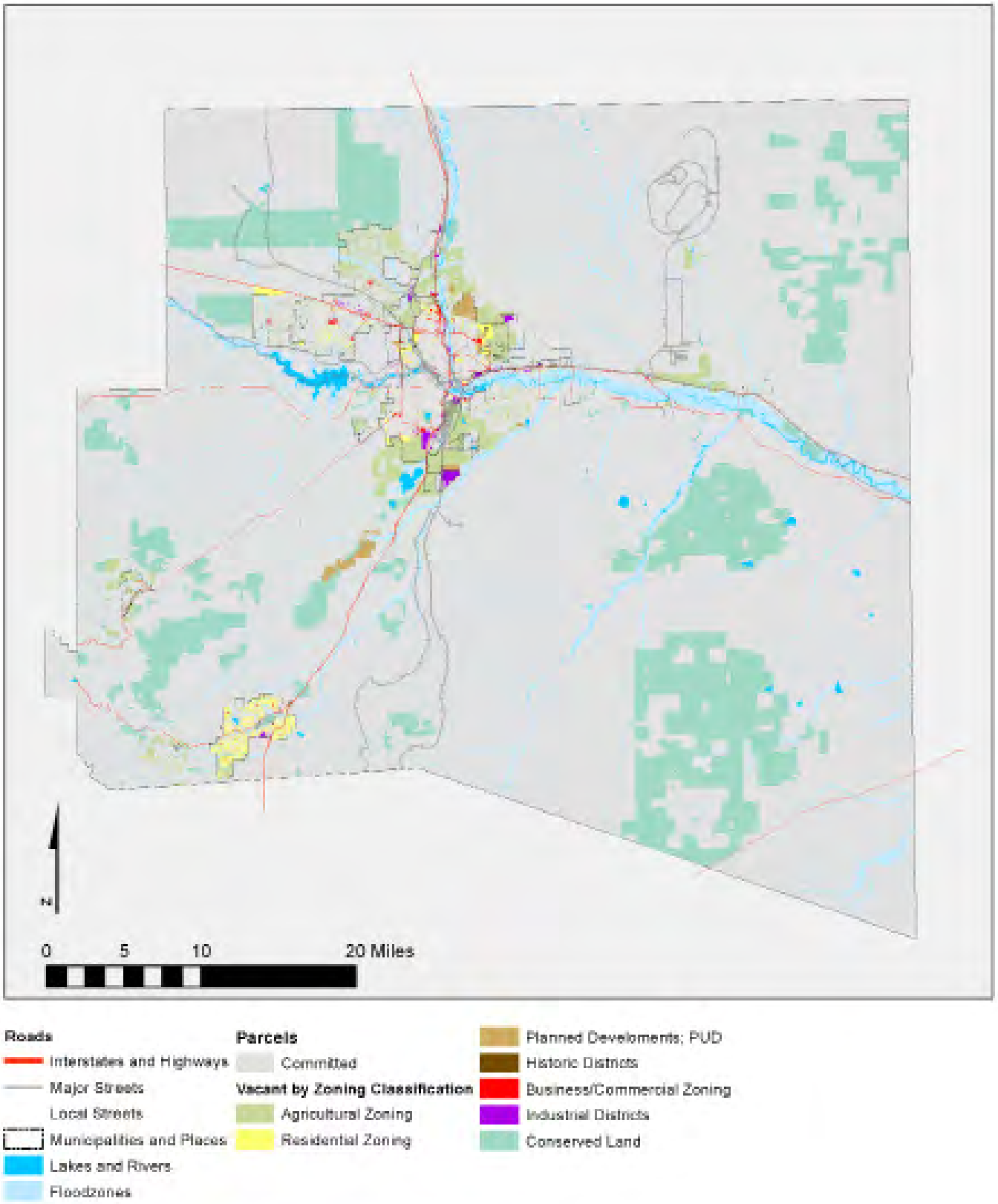
Development Feasibility: Pueblo County

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



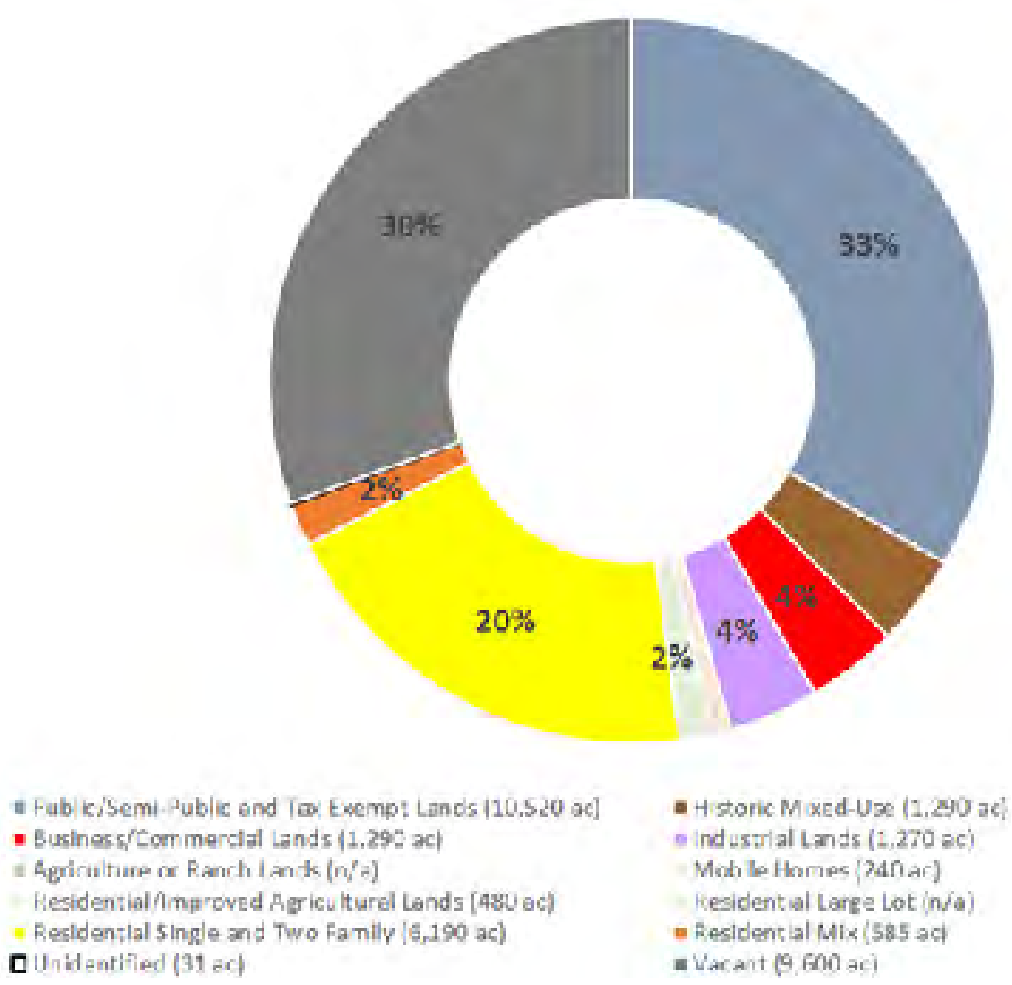
CITY OF PUEBLO AND FUTURE GROWTH AREAS

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.

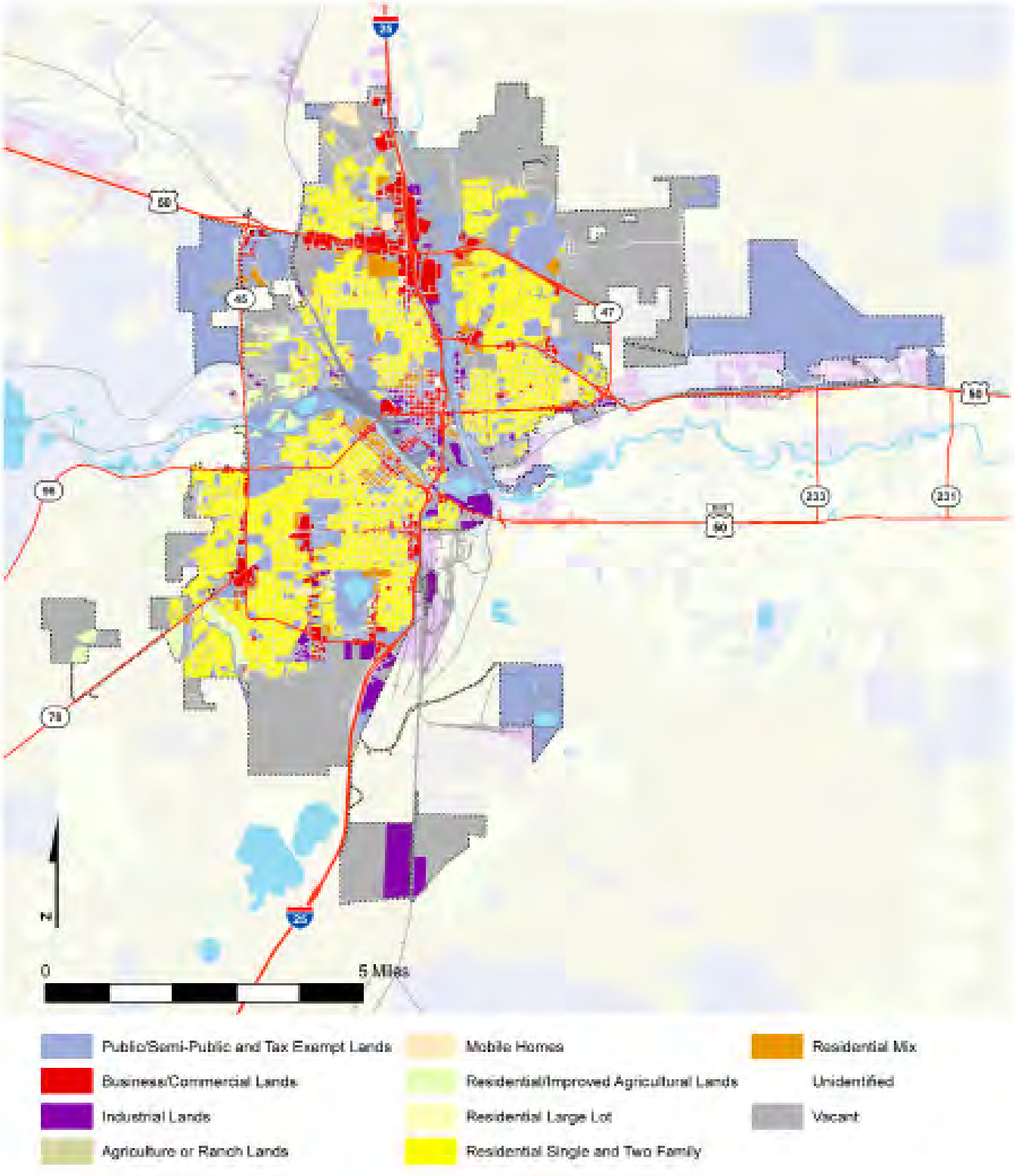
Existing Land Use: City of Pueblo and Future Growth Areas

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.

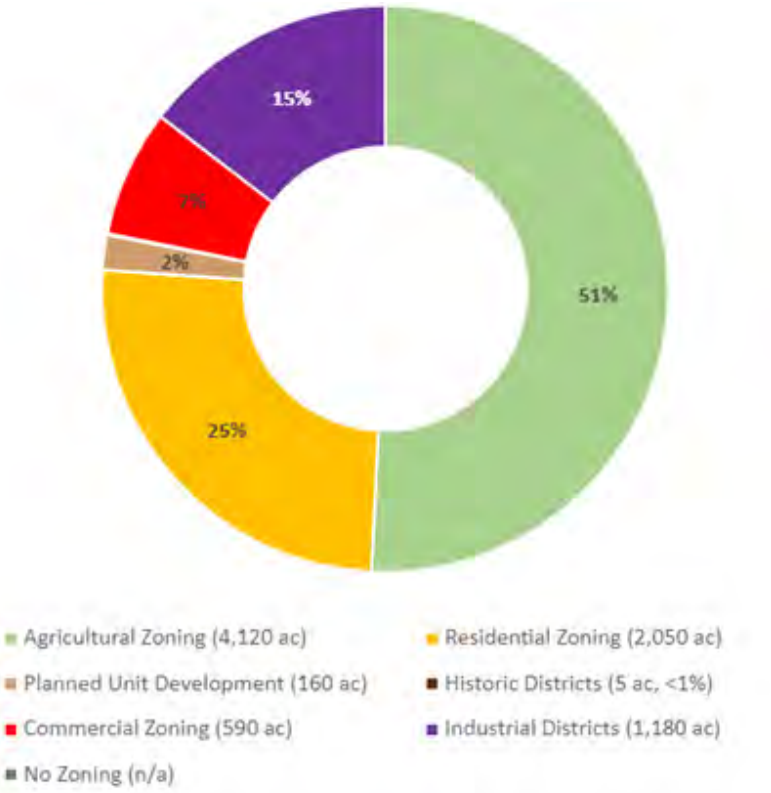
East Corridor

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



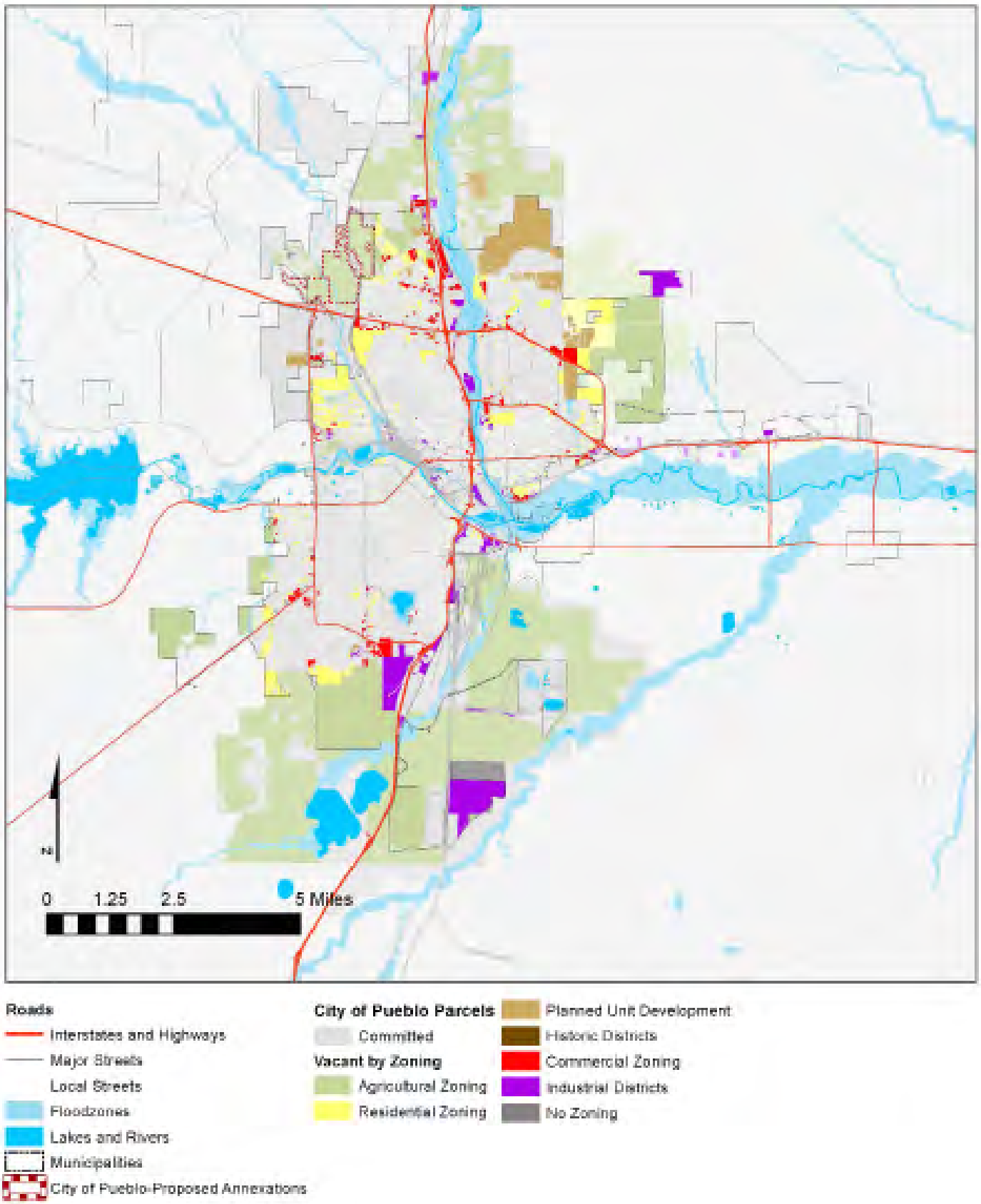
Development Feasibility: City of Pueblo and Future Growth Areas

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



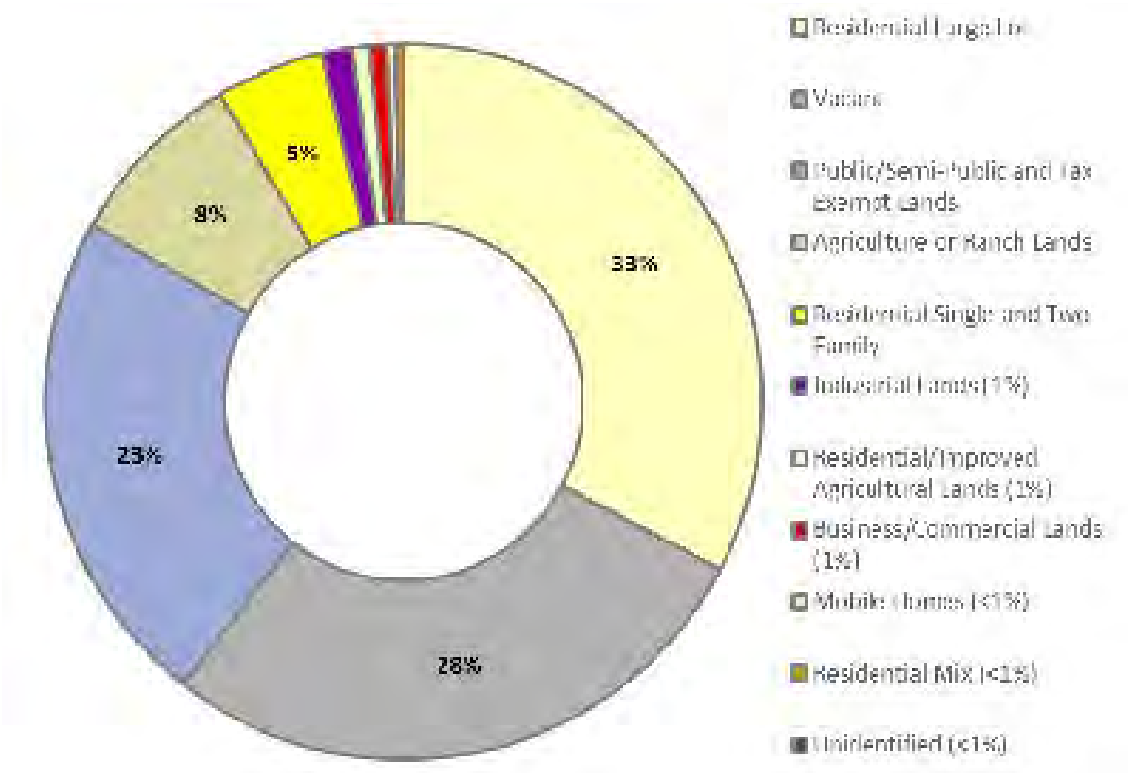
PUEBLO WEST

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.

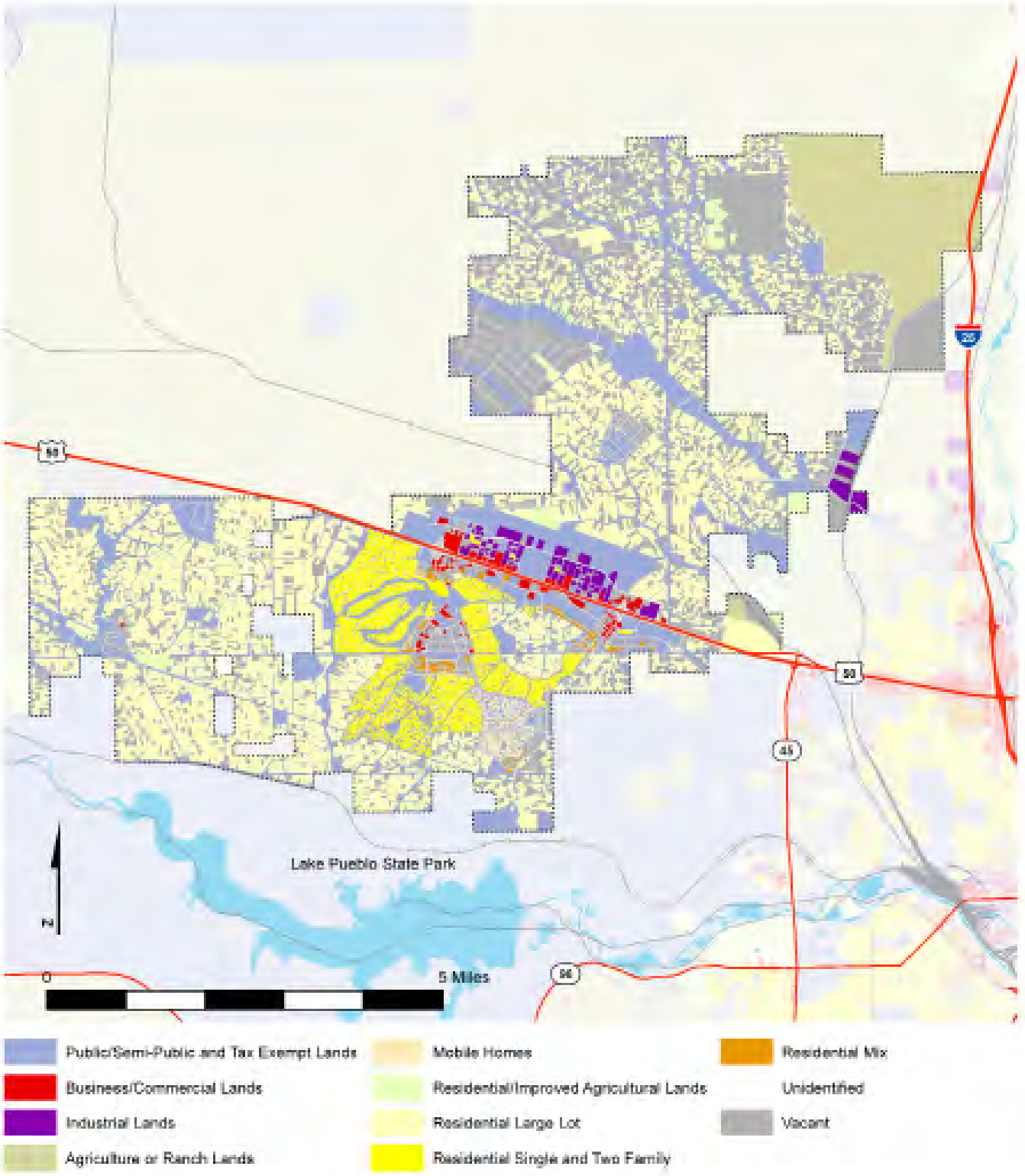
Existing Land Use: Pueblo West

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.

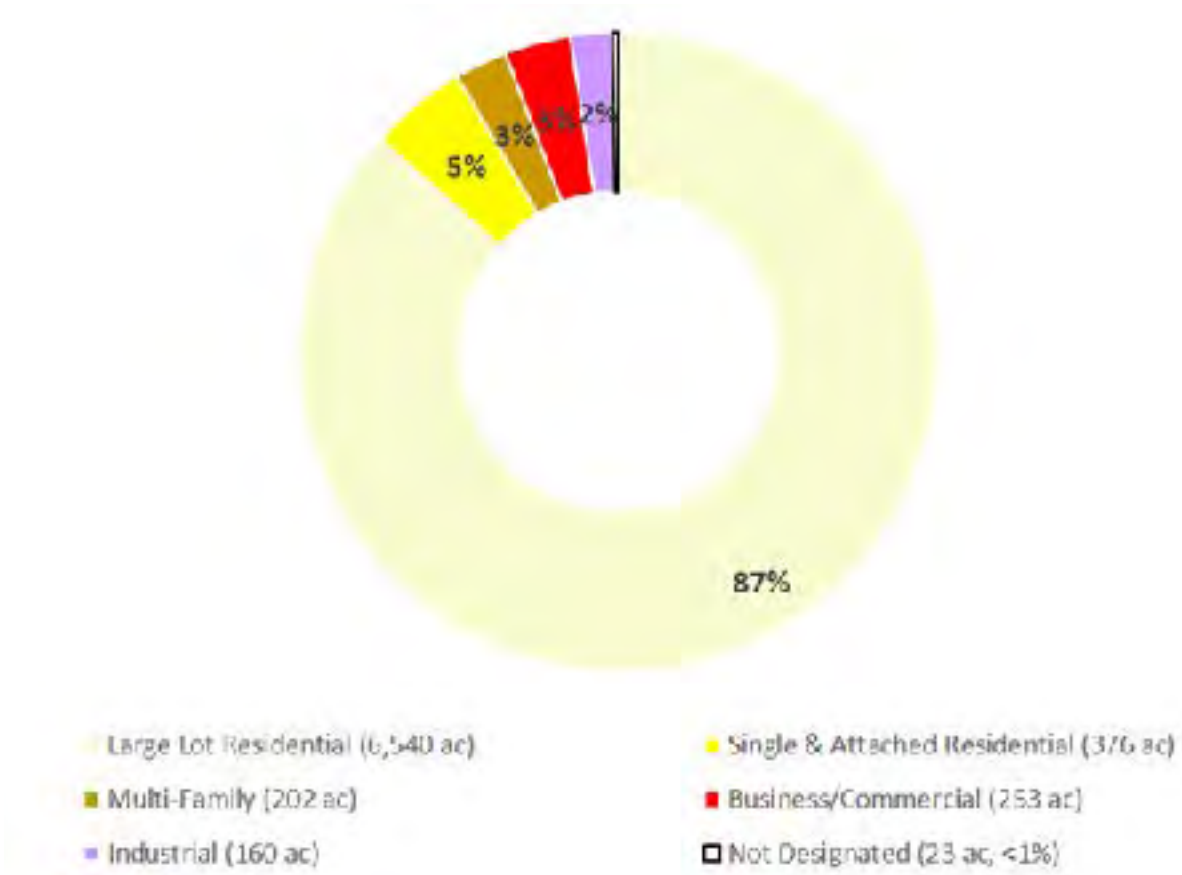
Existing Land Use[36]
Pueblo West



Existing Land Use[37]
Pueblo West



Vacant Land By Zoning[38]
Pueblo West

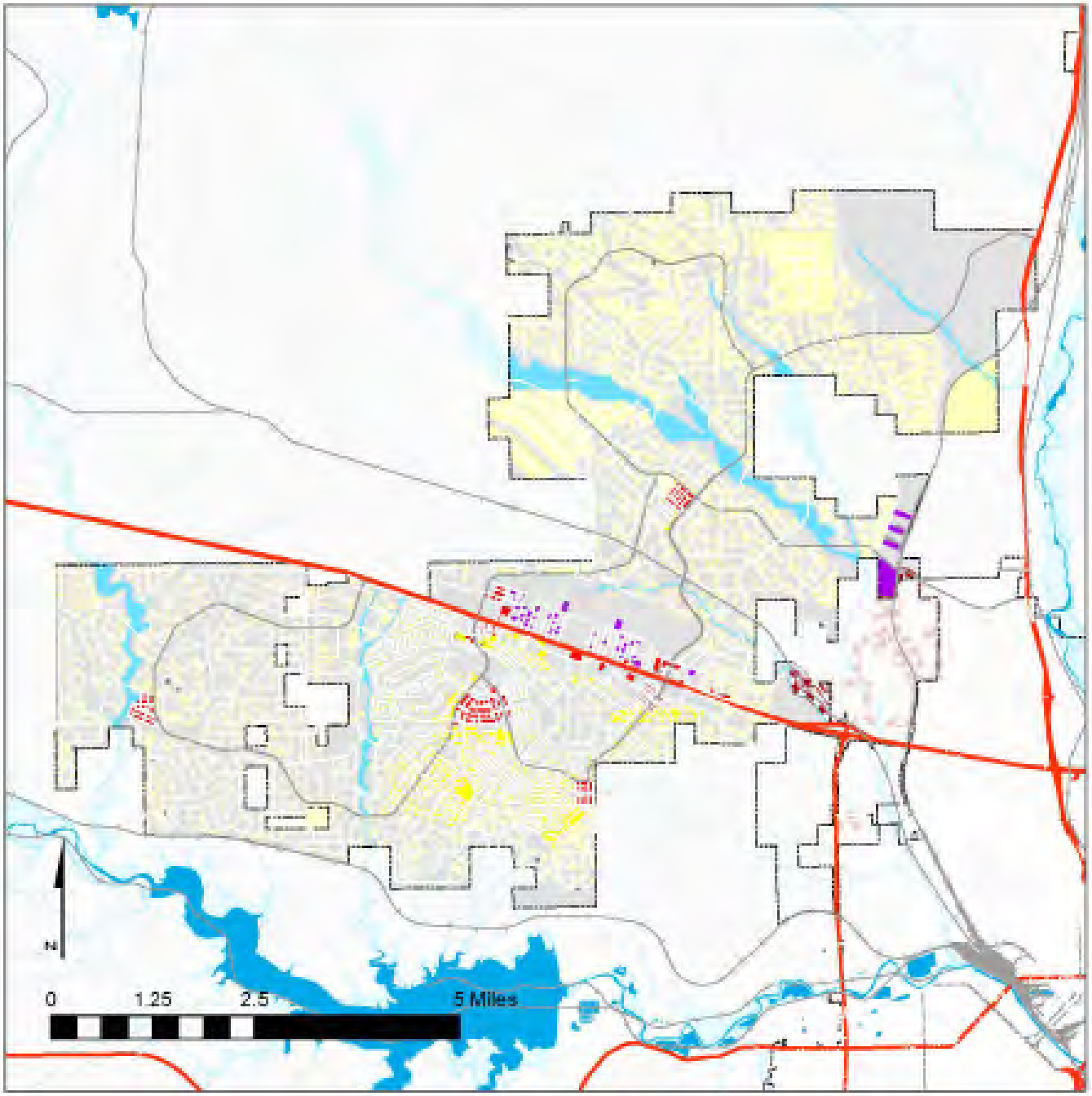


Land Capacity: Pueblo West

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



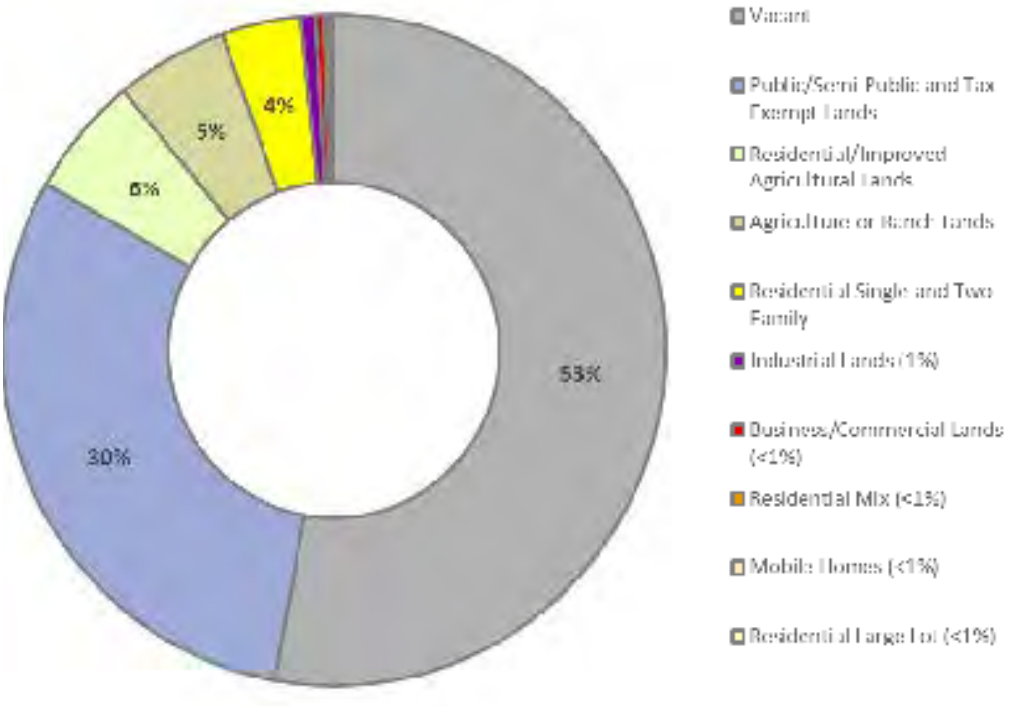
COLORADO CITY

Existing Land Use: Colorado City

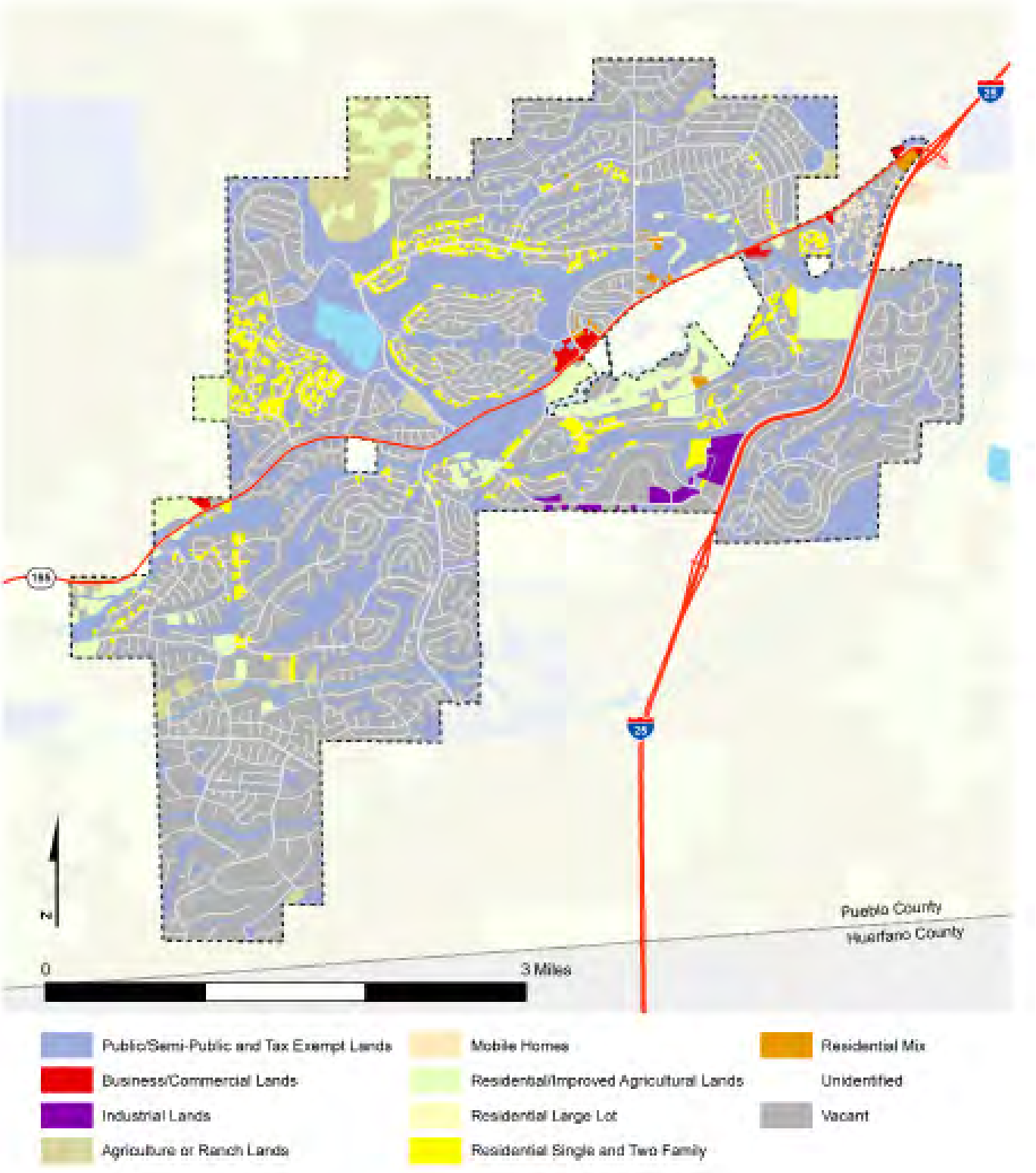
The Colorado City Metropolitan District (CCMD) is located approximately 20 miles south of the City of Pueblo along Interstate 25. The CCMD was established in 1963 and encompasses 8,017 acres or about 12 and a half square miles subdivided into 16,800 lots.

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.

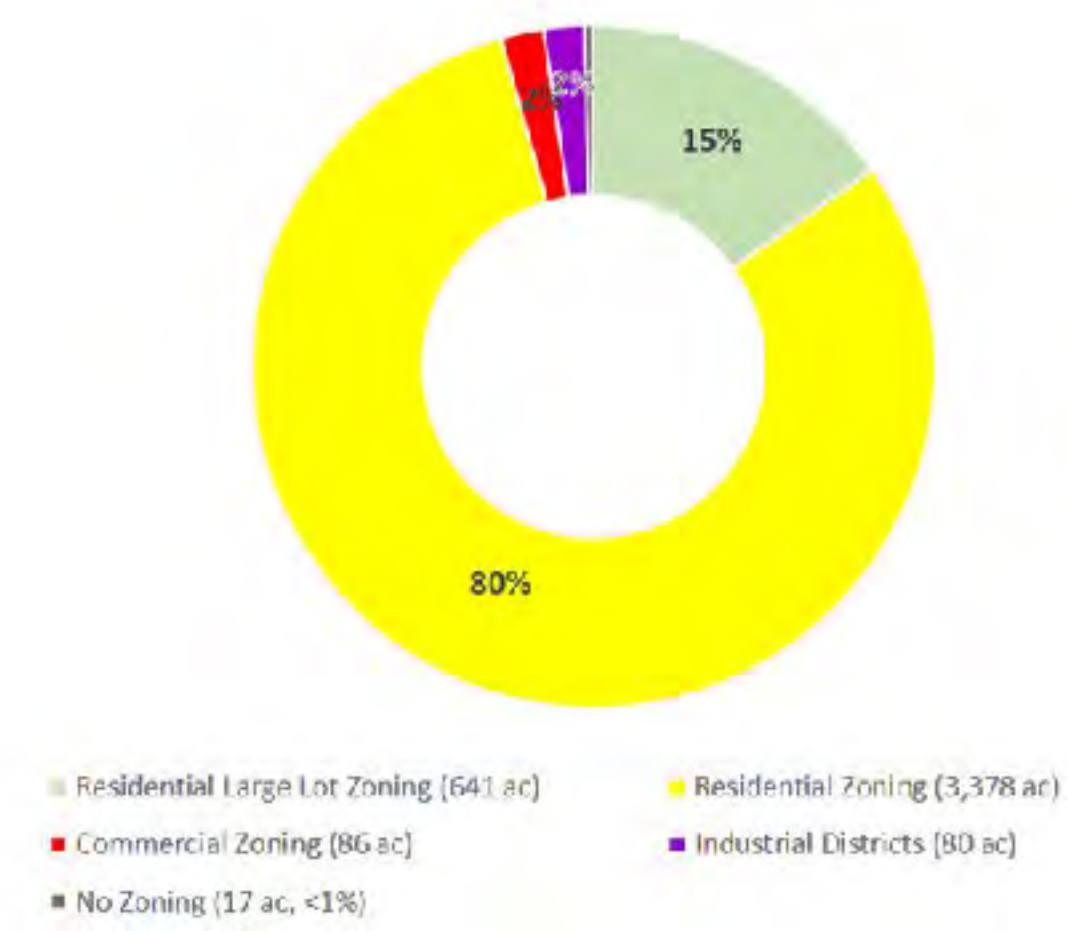
Existing Land Use[40]
Colorado City



Existing Land Use[41]
Colorado City



Vacant Land by Zoning[42]
Colorado City



Land Capacity: Colorado City

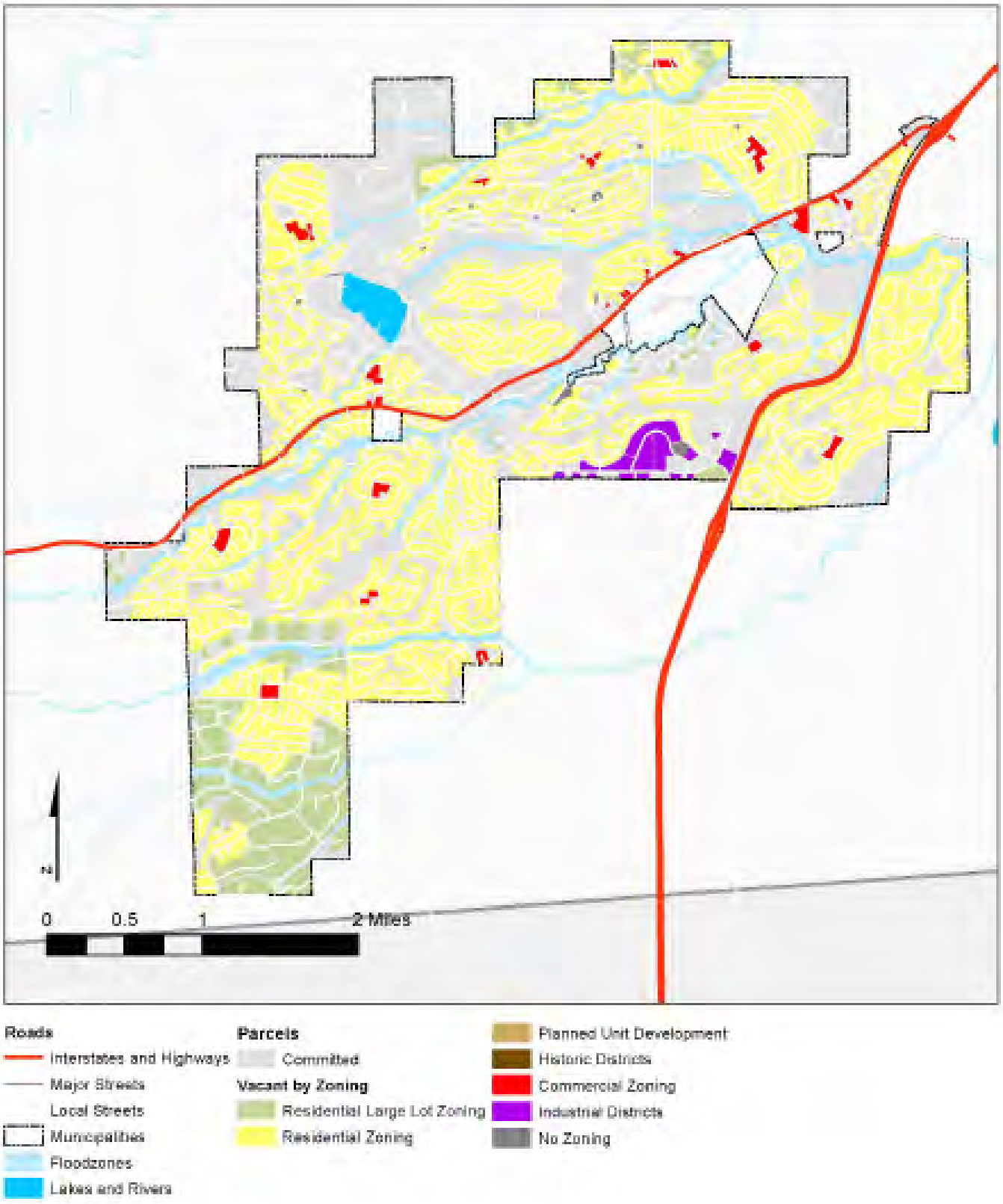
Of the 4,239 vacant acres of land in Colorado City, 641 acres is zoned for large lot residential, 3,220 acres is zoned for single- or two-family, and multi-family residential development. Commercial districts account for 86 acres of zoned vacant land, with only 12 acres agriculturally zoned. The remaining 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

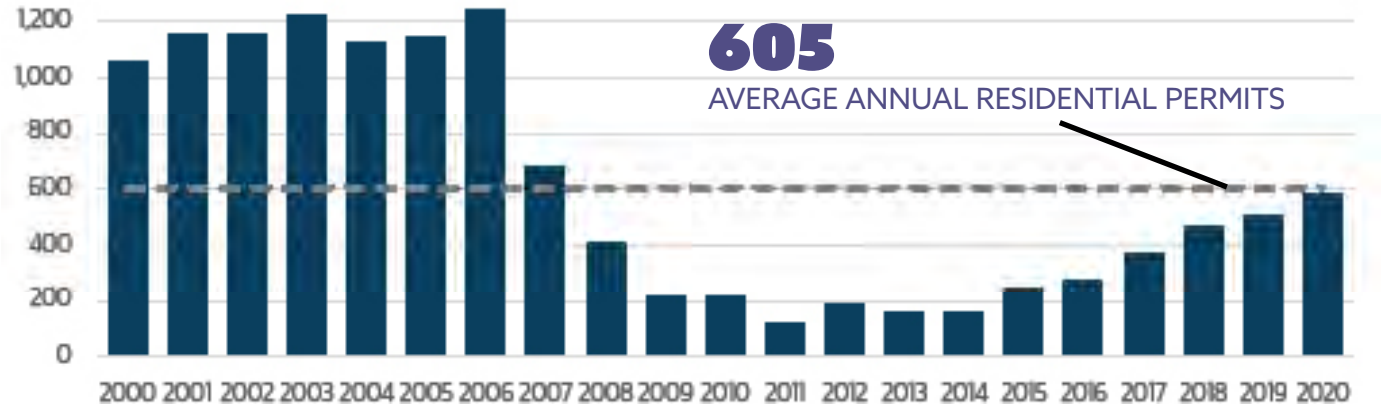
Residential Development

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.

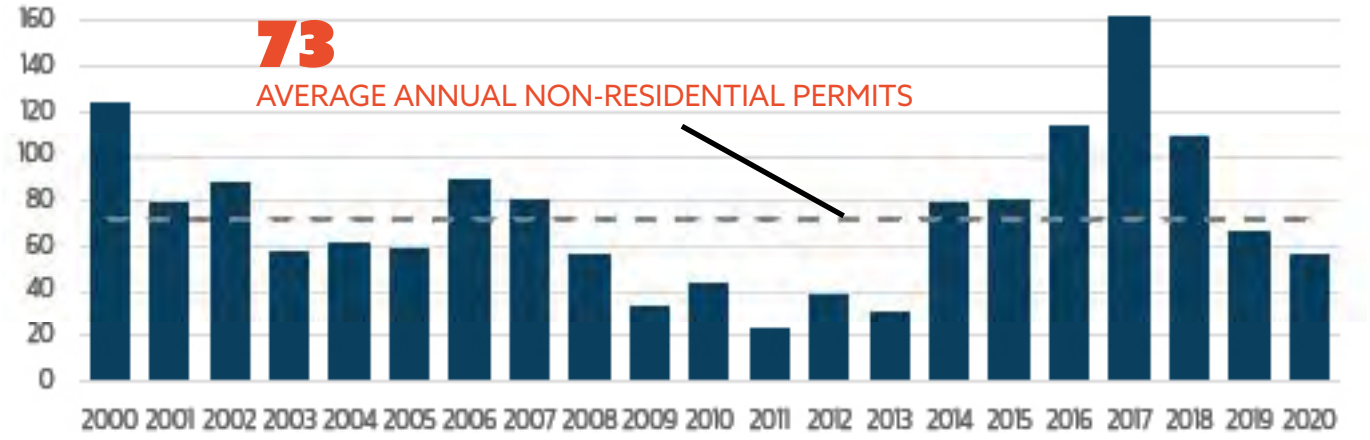
New residential development in the County has largely been by single family homes over the past two decades. Between 2000 and 2020, Pueblo recorded 9,415 residential building permits, with 92 percent of those for single family residences, and accounted for approximately 84 percent of units permitted. 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.

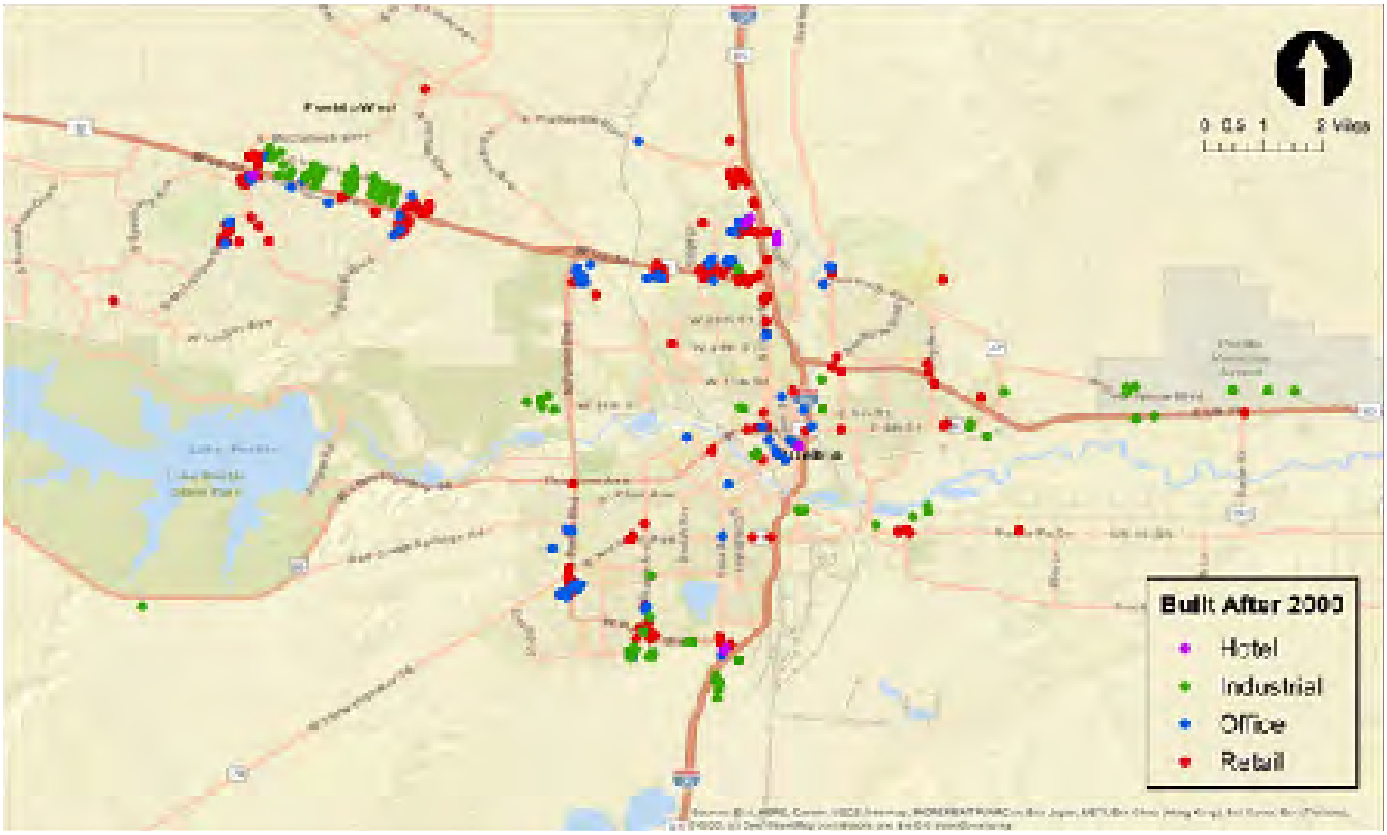
Residential Permits Issued[44]
Pueblo County, 2000-2020



Non-Residential Permits Issued[45]
Pueblo County, 2000-2020



New Non-Residential Buildings[46]
Pueblo County, 2000-2020

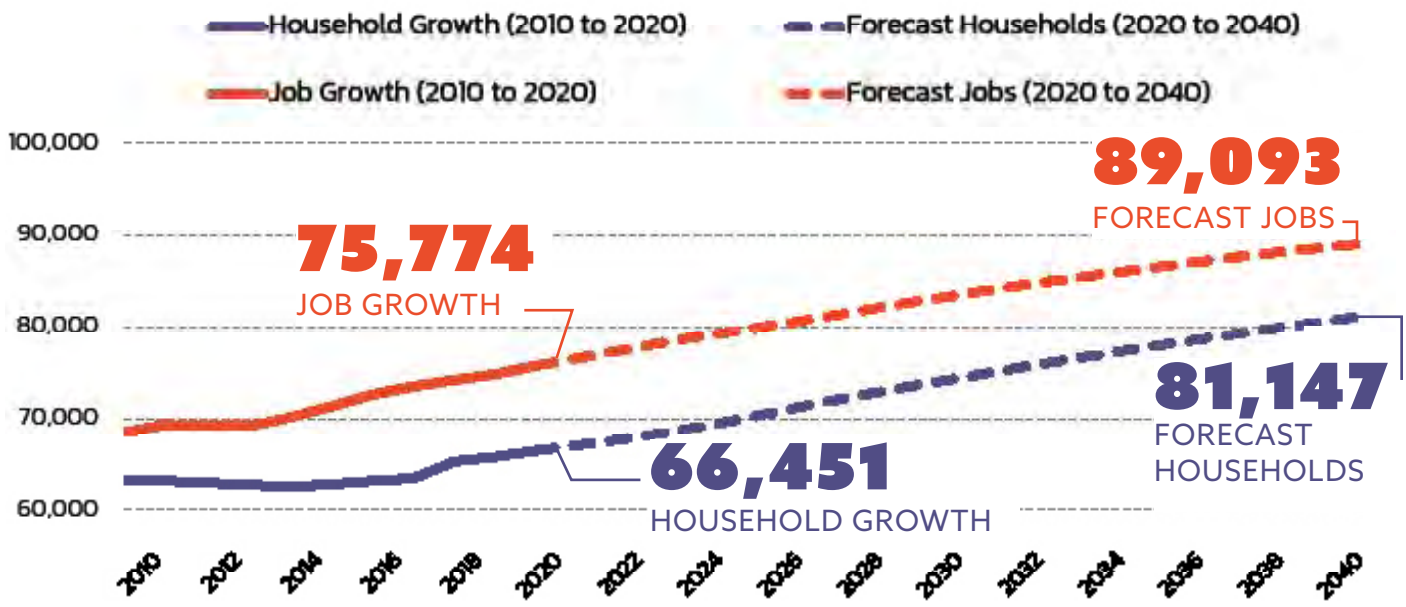


Non-residential Development

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.

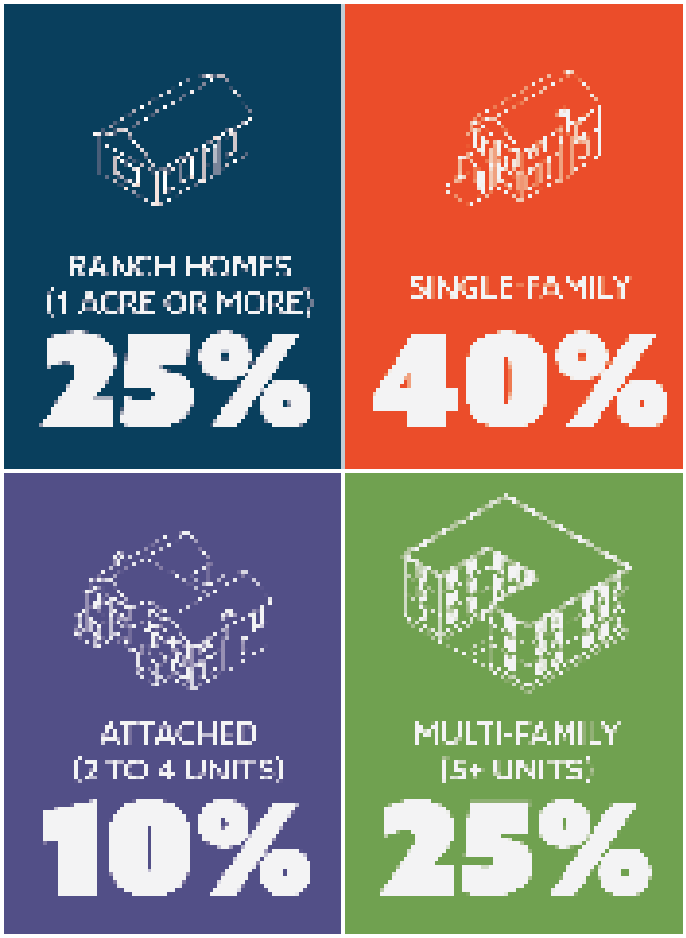
14,700
NEW HOUSING UNITS

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]

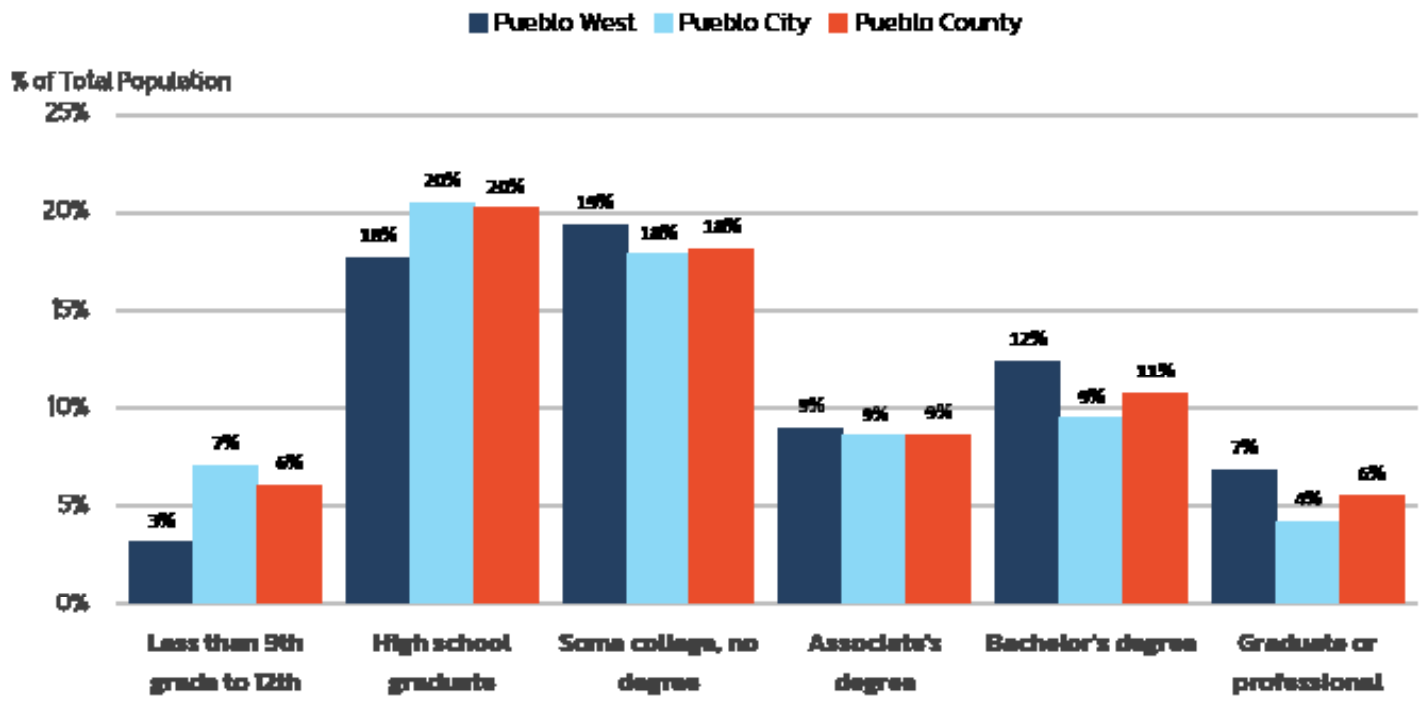
Description	Employees
Parkview Hospital Medical Center	3,100
Pueblo City Schools	1,759
School District #70	1,284
Wal Mart	1,135
Evraz Inc. (Rocky Mountain Steel)	1,124
Pueblo County	1,095
Vestas Tower America	967
St. Mary-Corwin	829
Convergys	700
Target Corp	700
City of Pueblo	683

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]





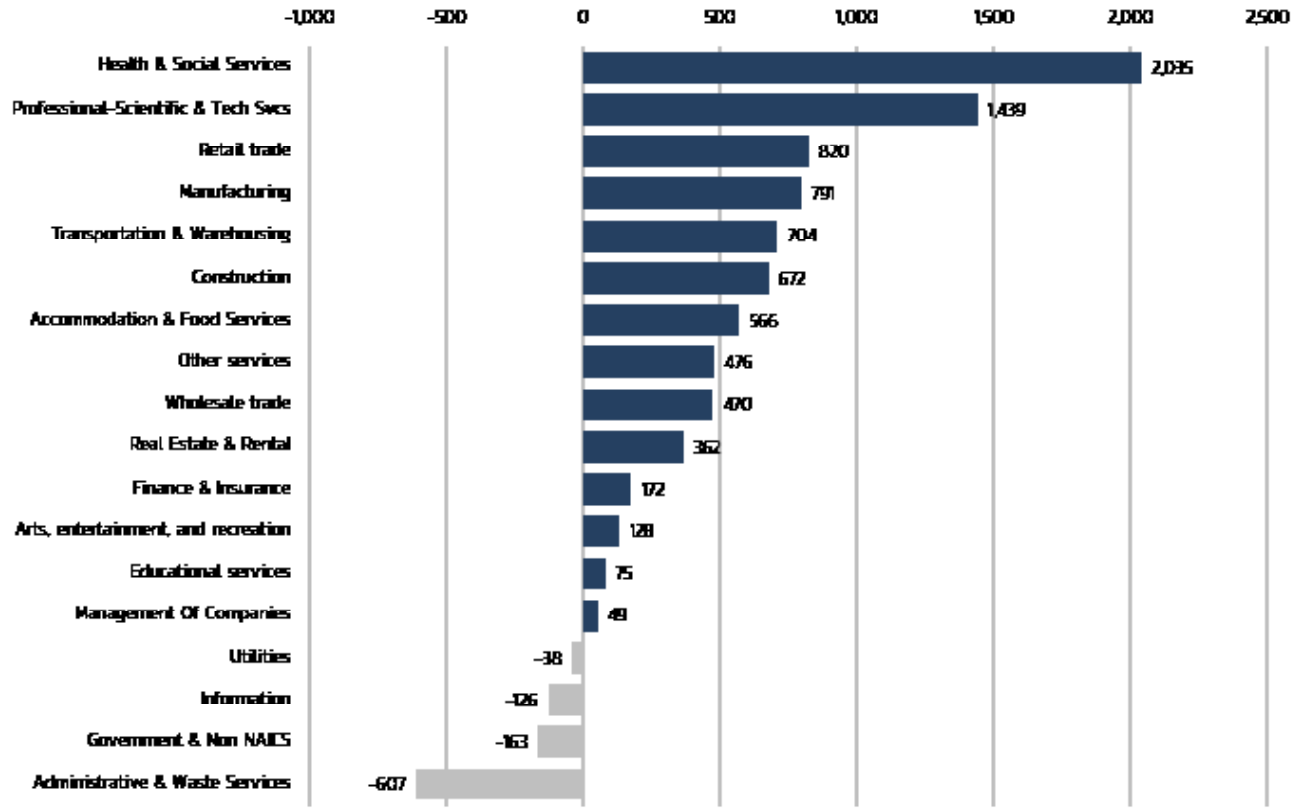
EDUCATIONAL ATTAINMENT

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.

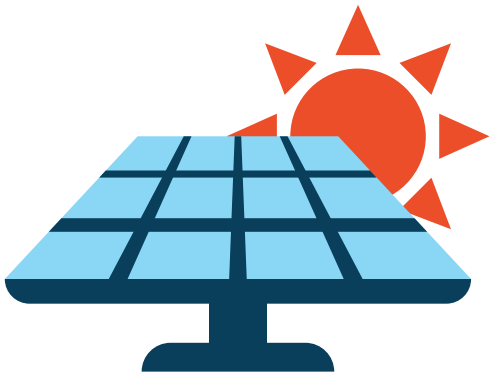
Change in Employment by Industry[55]
Pueblo County, 2010 - 2019



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

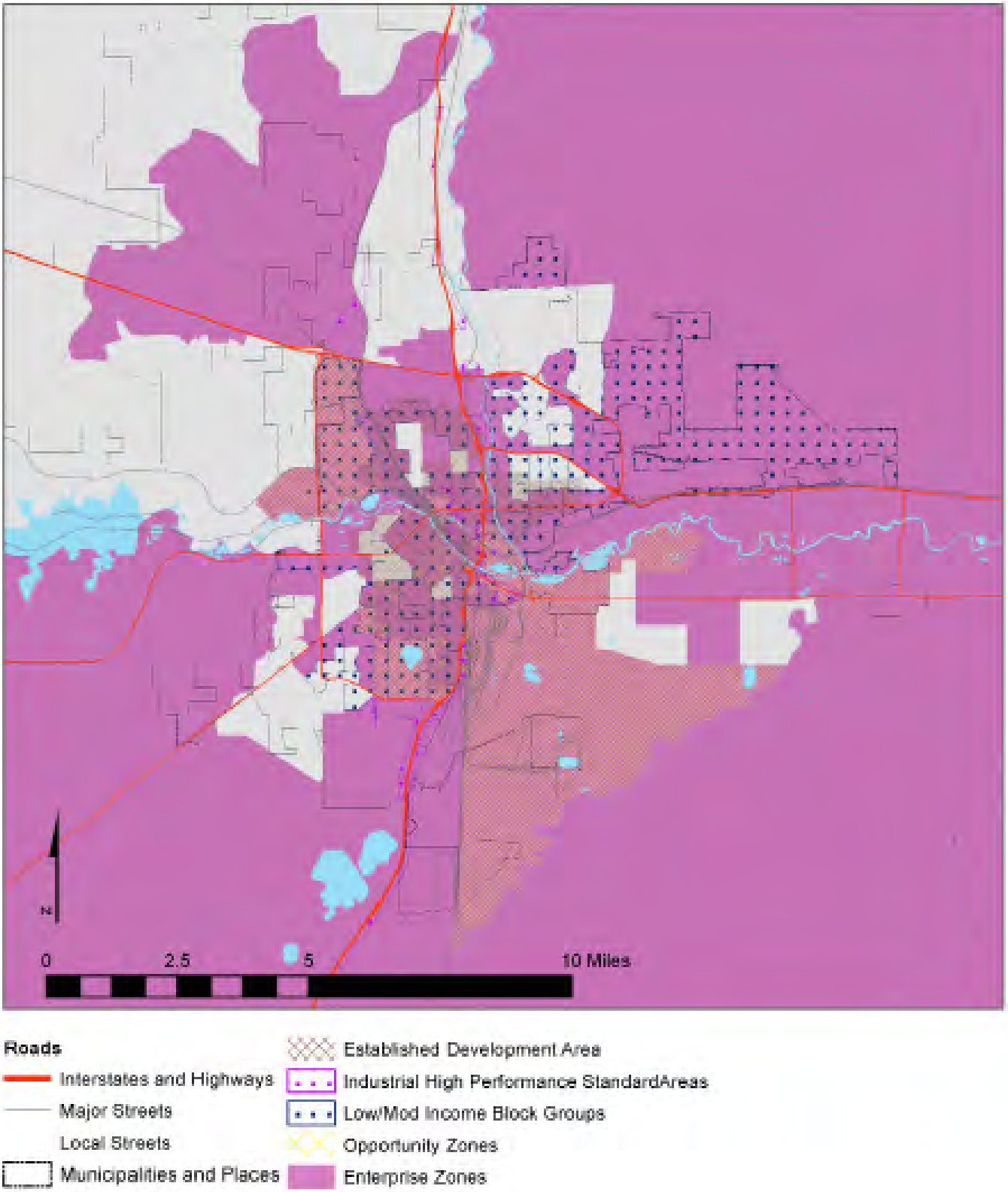
Colorado's Enterprise Zone (EZ) program provides tax incentives to encourage businesses to locate and expand in designated economically distressed areas of the state. The state currently has 18 enterprise zones. Pueblo's enterprise zone encompasses approximately 84% of the County. The program encourages 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

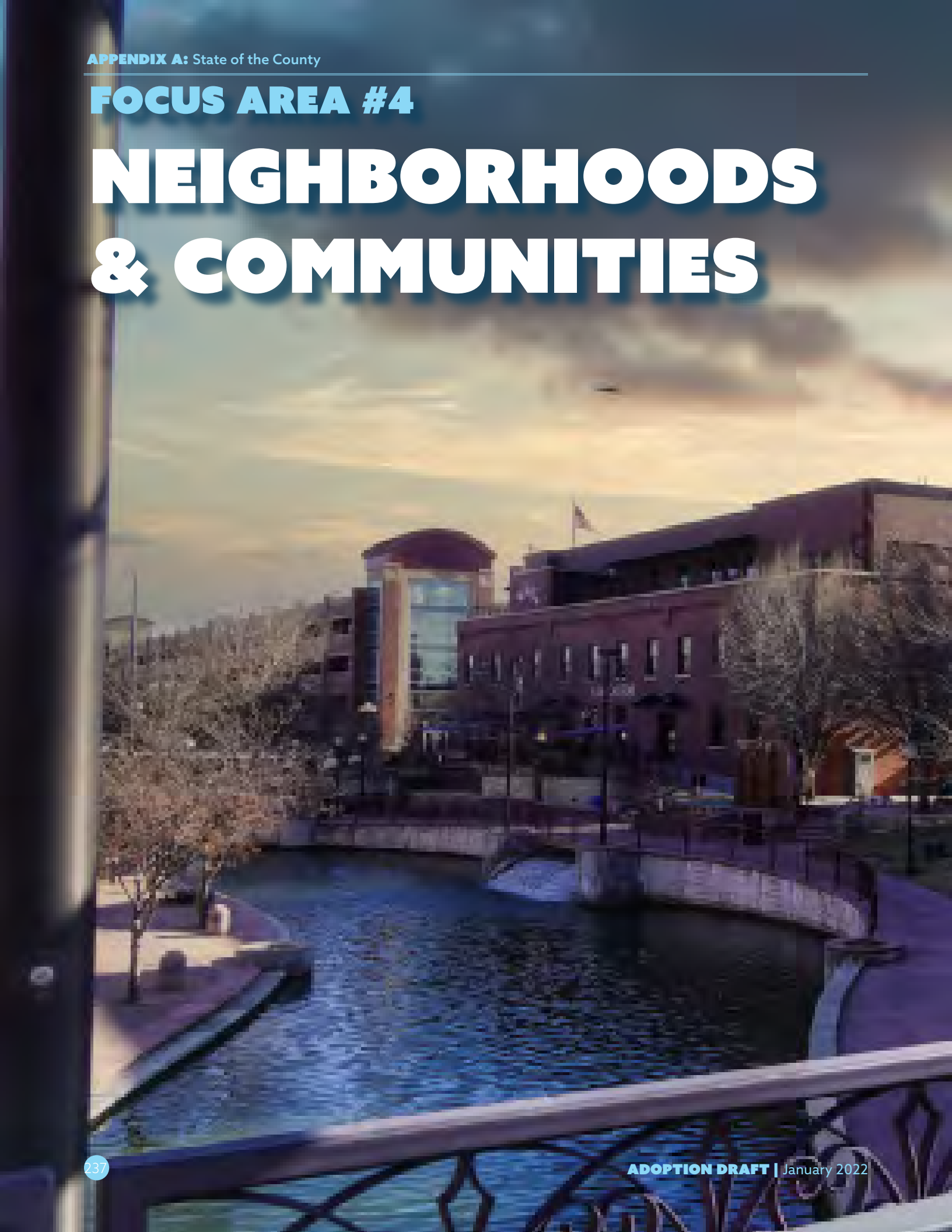
Lastly, the economic resilience of the community should be a major focus. The economic base includes industries that have jobs with less skill requirements. Increasingly these less skilled jobs are being replaced by investments in automation and new technologies. The traditional economic sectors in the 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.

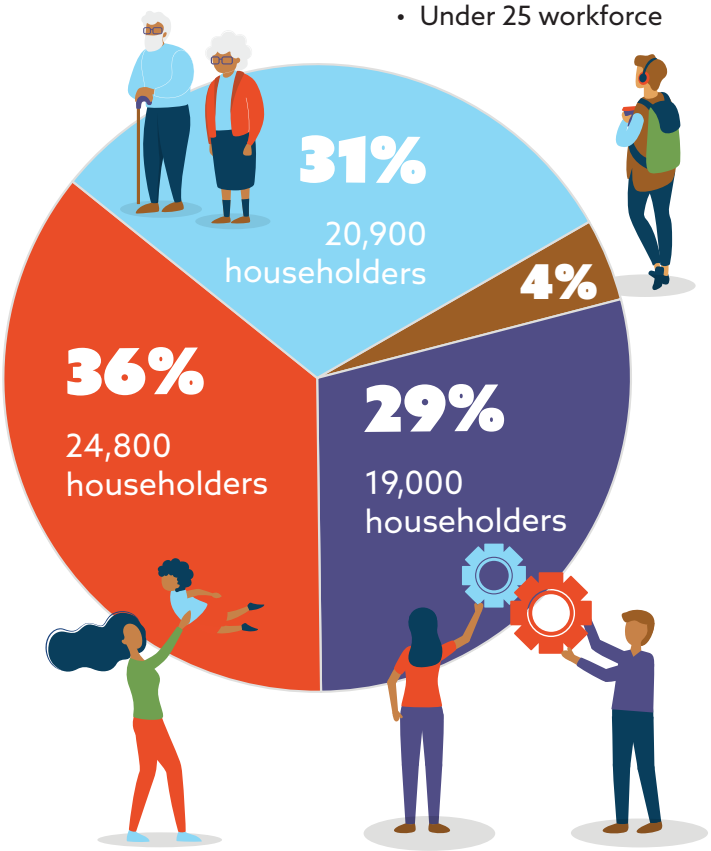
SENIORS AND EMPTY NESTERS

- 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]

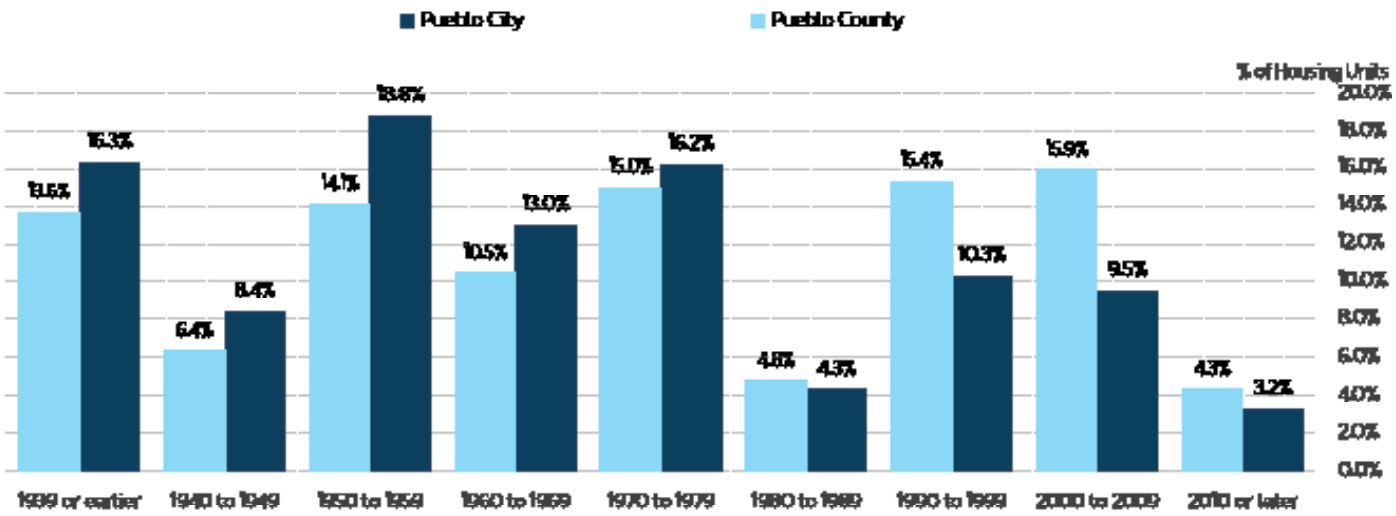
Description	Pueblo County	% of Total	City of Pueblo	% of Total
Single Family Detached	50,872	77%	32,448	72%
Single Family Attached	2,021	3%	1,858	4%
Duplex	1,339	2%	1,077	2%
Tri and Quad Plex	1,212	2%	1,180	3%
5 to 9 units	2,029	3%	1,936	4%
10 to 19 units	1,975	3%	1,929	4%
20 to 49 units	472	1%	472	1%
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]



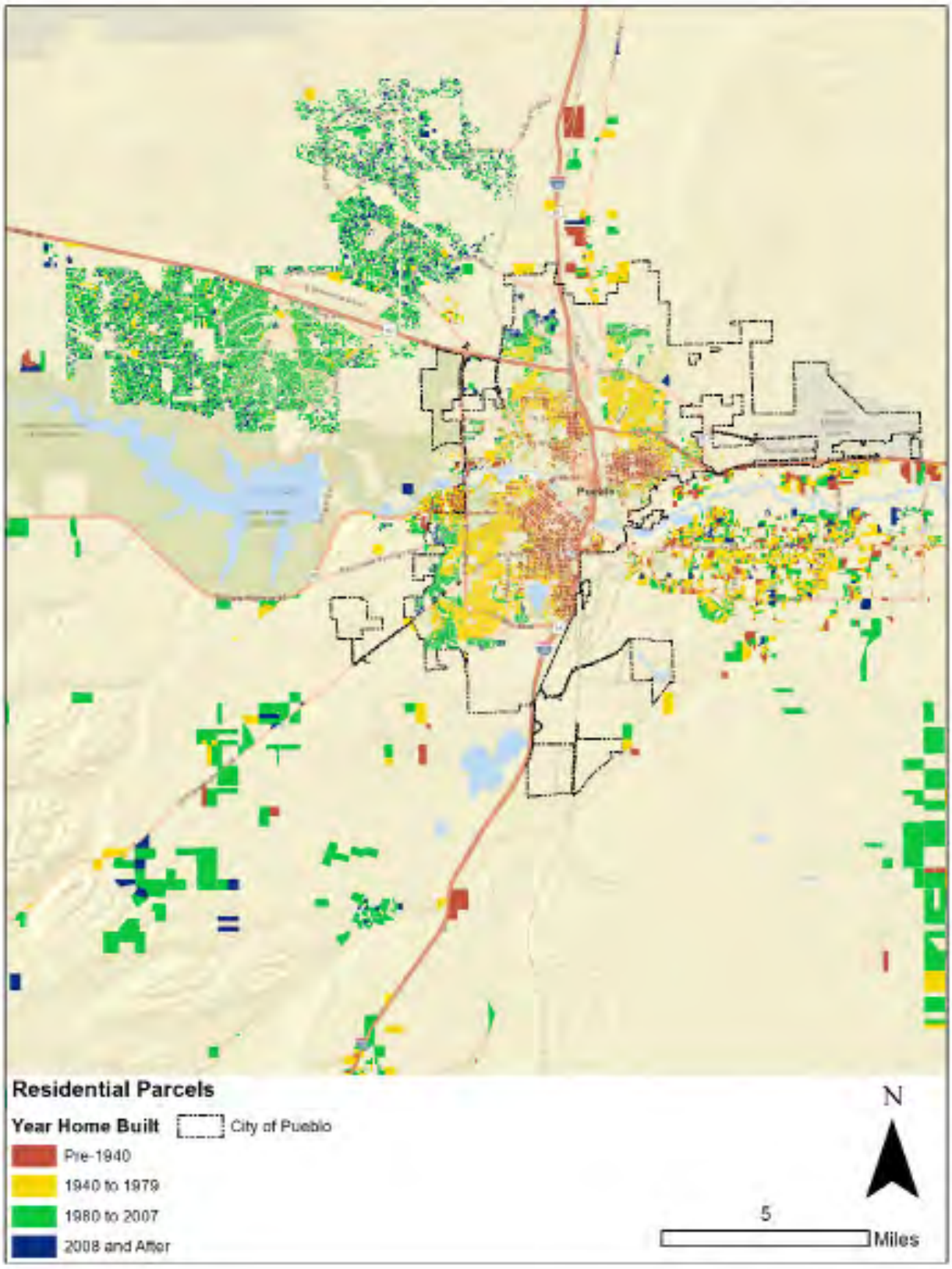
Age of Housing Stock

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

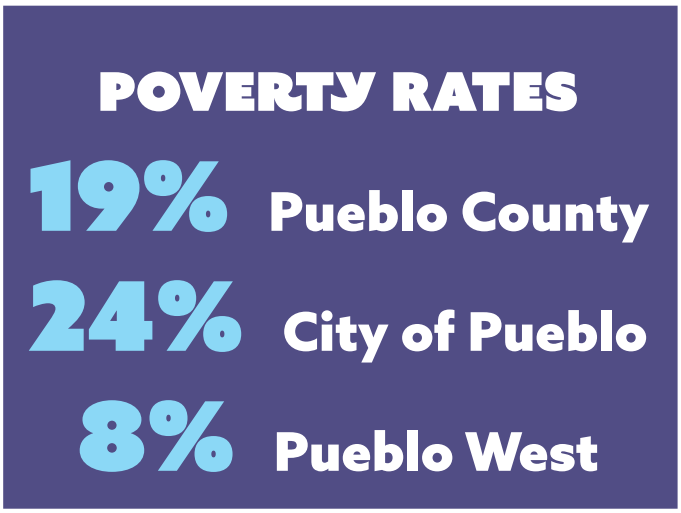
The age of housing stock in Pueblo County, which can be tied to higher maintenance costs and utility costs, can add to affordability issues for homeowners. Low-income homeowners may find themselves unable to afford maintaining their property, especially when major issues arise.

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

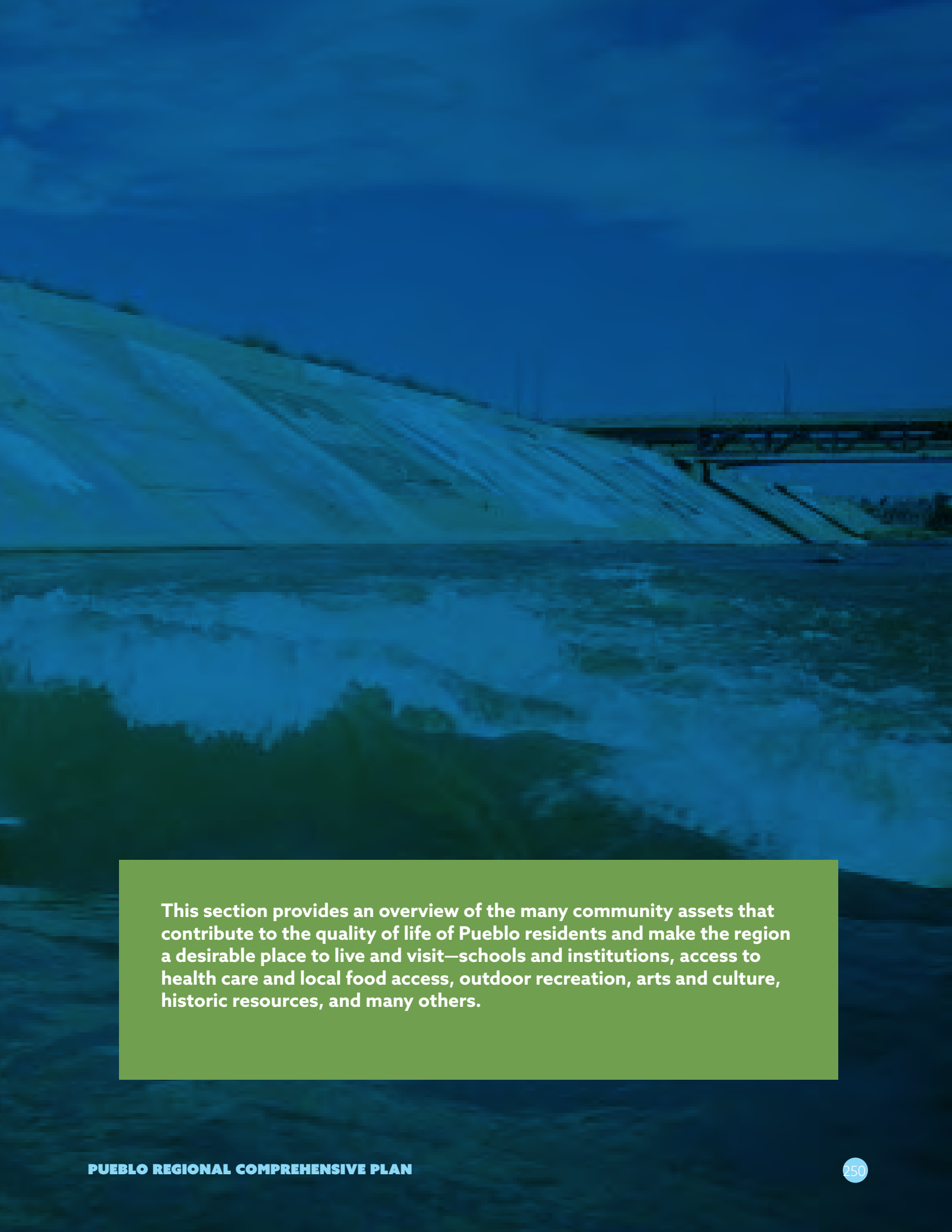
Homelessness and housing are regional challenges that merit a regional approach. Achieving long-term and sustainable housing solutions for low-income and unhoused people in Pueblo also requires a comprehensive approach that includes housing options, affordable housing, and supportive housing. A Continuum 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

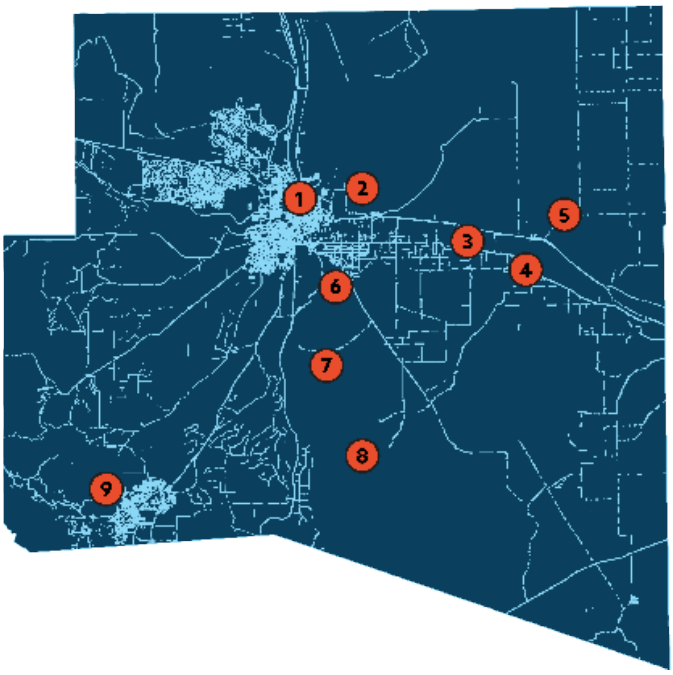
The majority of the County's prime agricultural land is located on the St. Charles Mesa in the Arkansas Valley Fill Aquifer. This area is irrigated and highly productive. It was identified in a 2016 assessment completed by the American Farmland Trust as nationally significant agricultural land. The Trust 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.

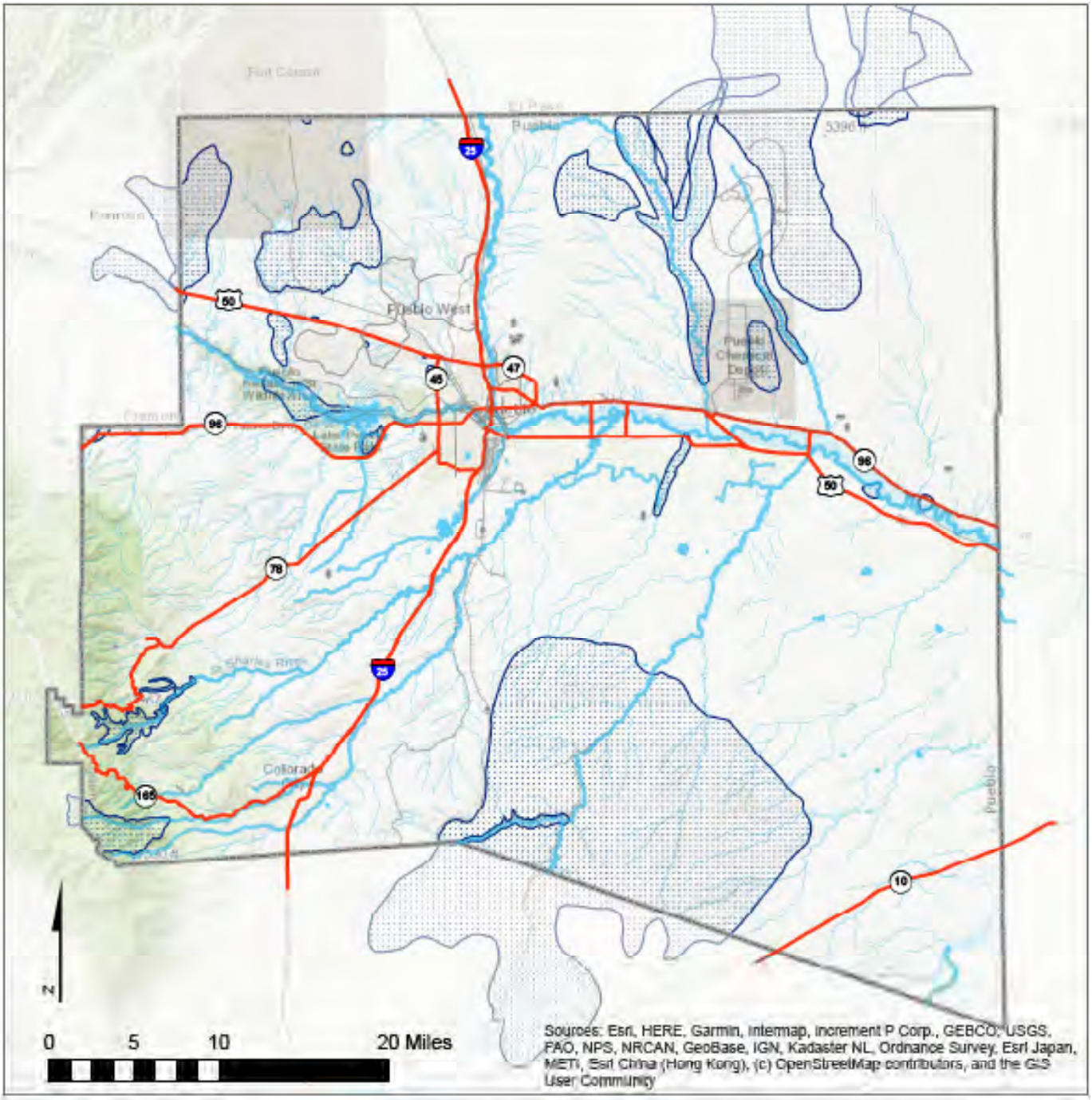
Centennial Farms and Ranches[65]
Pueblo County



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.

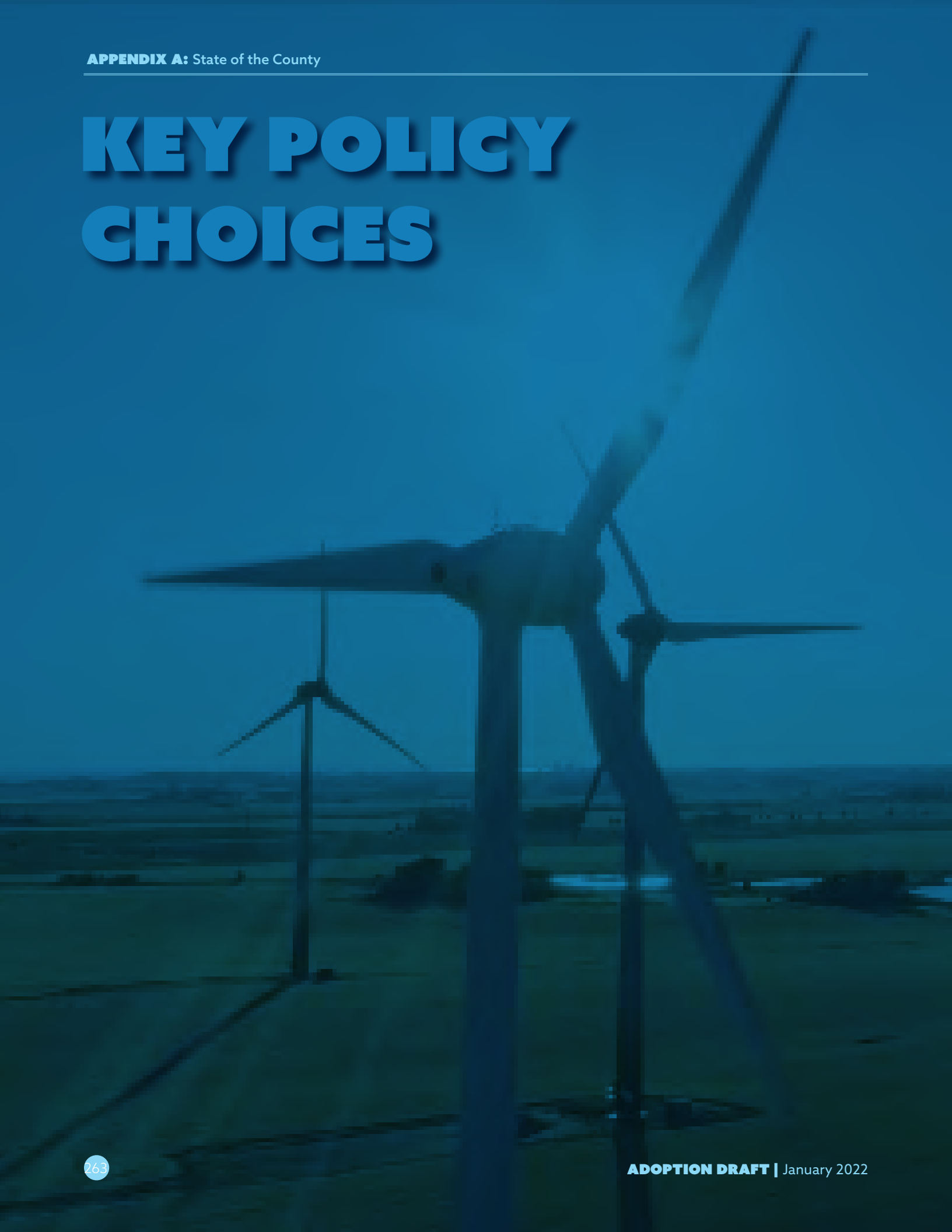
Celebrating the regions diversity

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.

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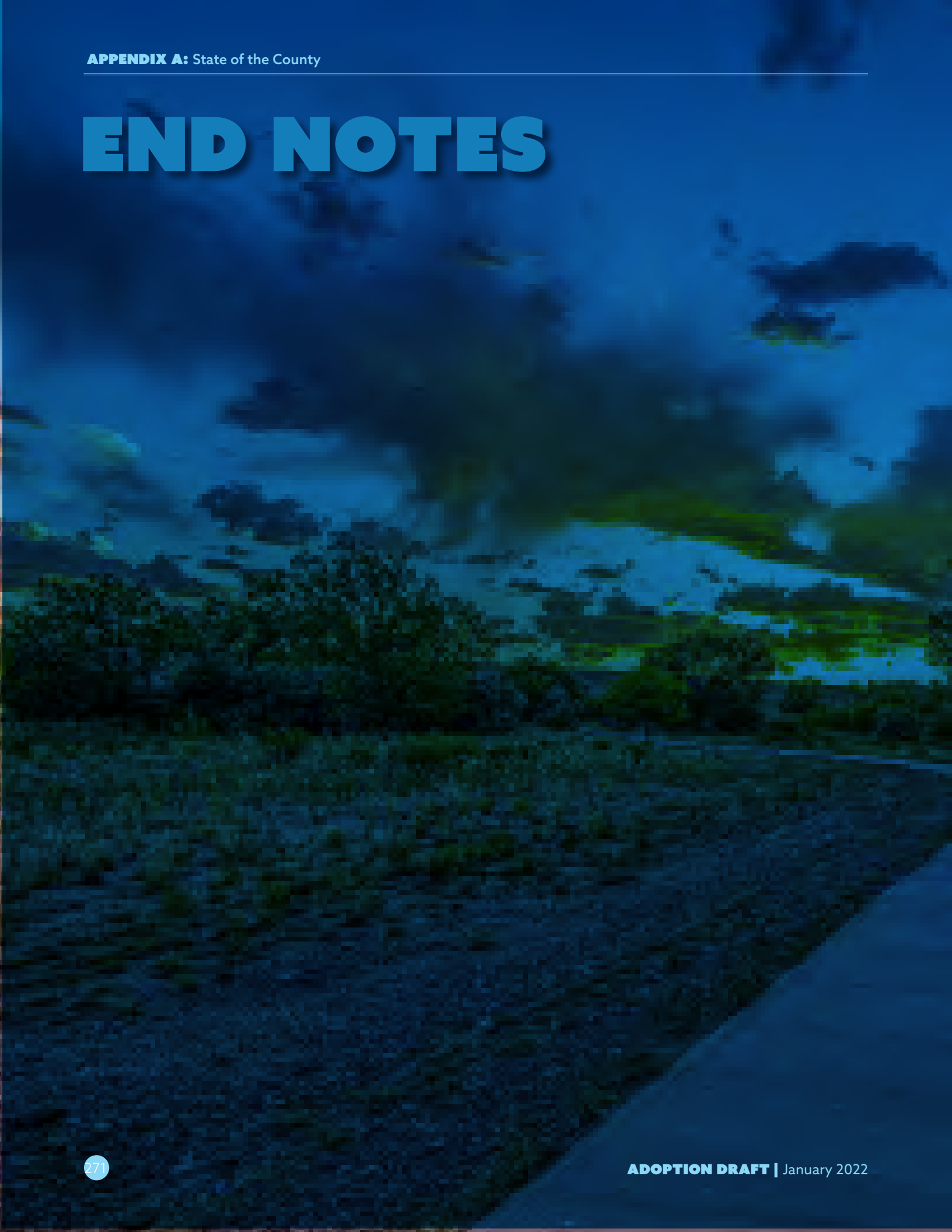
END NOTES





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

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FOCUS AREA #2: GROWTH & DEVELOPMENT

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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

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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:
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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

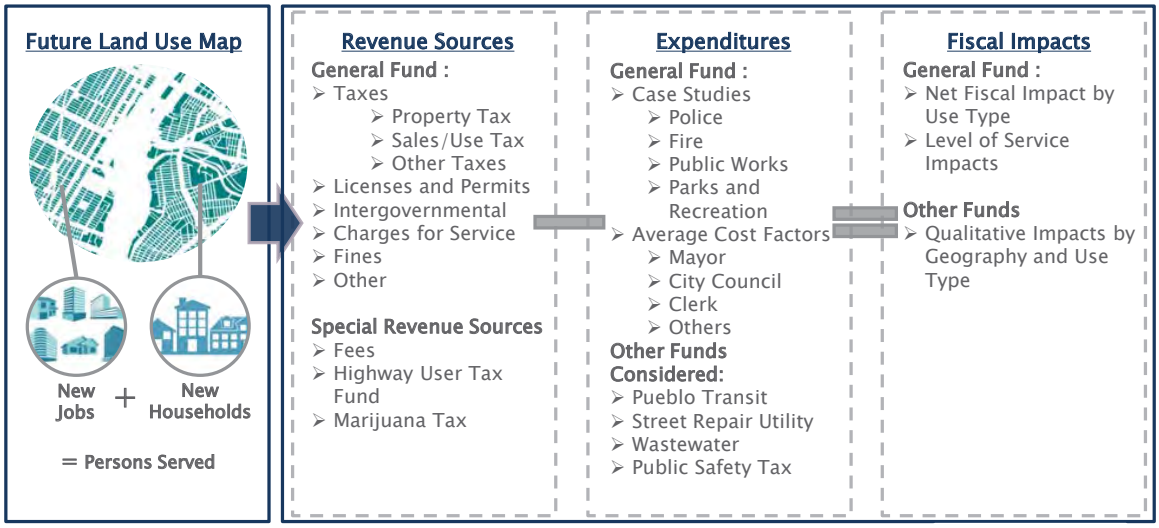
For this analysis, EPS utilized a static approach to modeling future revenues and costs. This means that we did not use growth or escalation rates for revenues or costs, and estimated impacts in constant dollars. The static model approach is preferred for several reasons. First, identifying reliable 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.

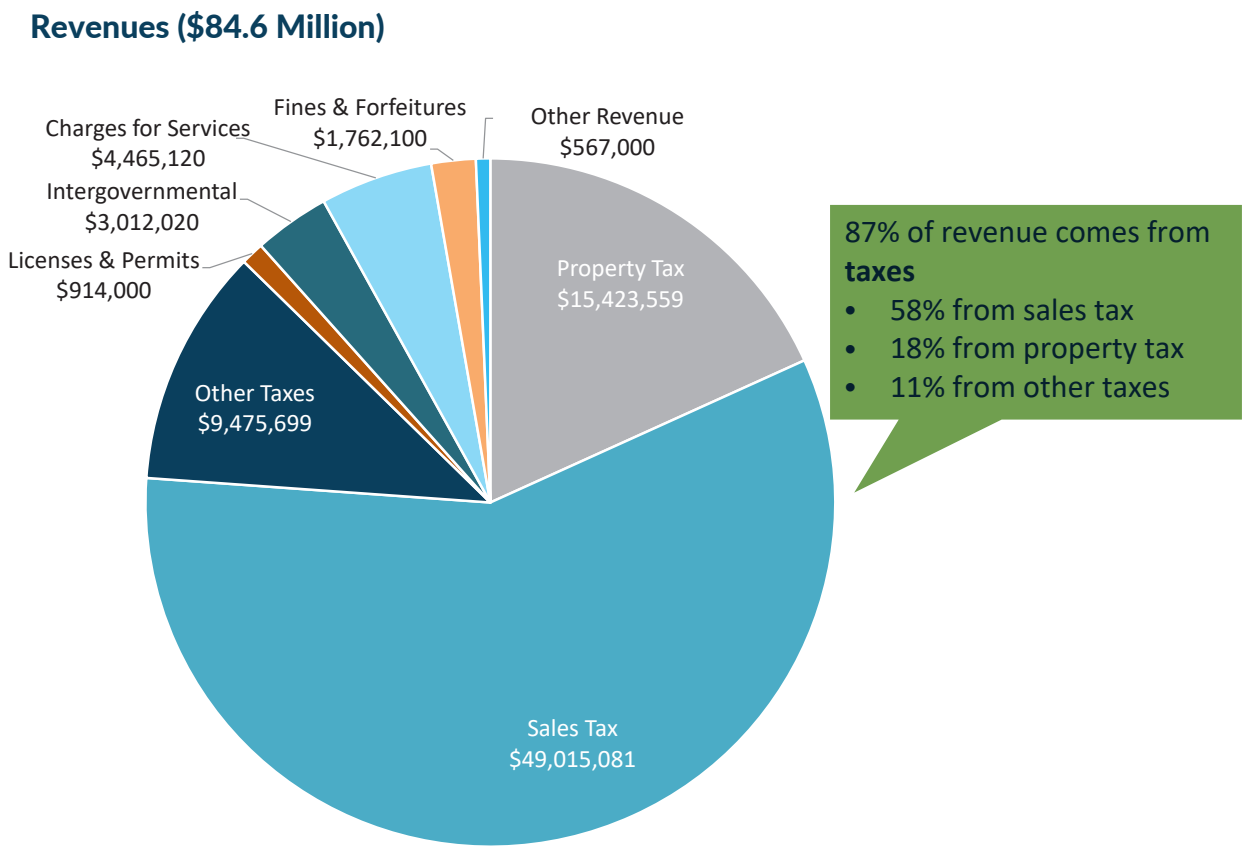
Figure 2. City of Pueblo Fiscal Impact Model Approach Summary



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

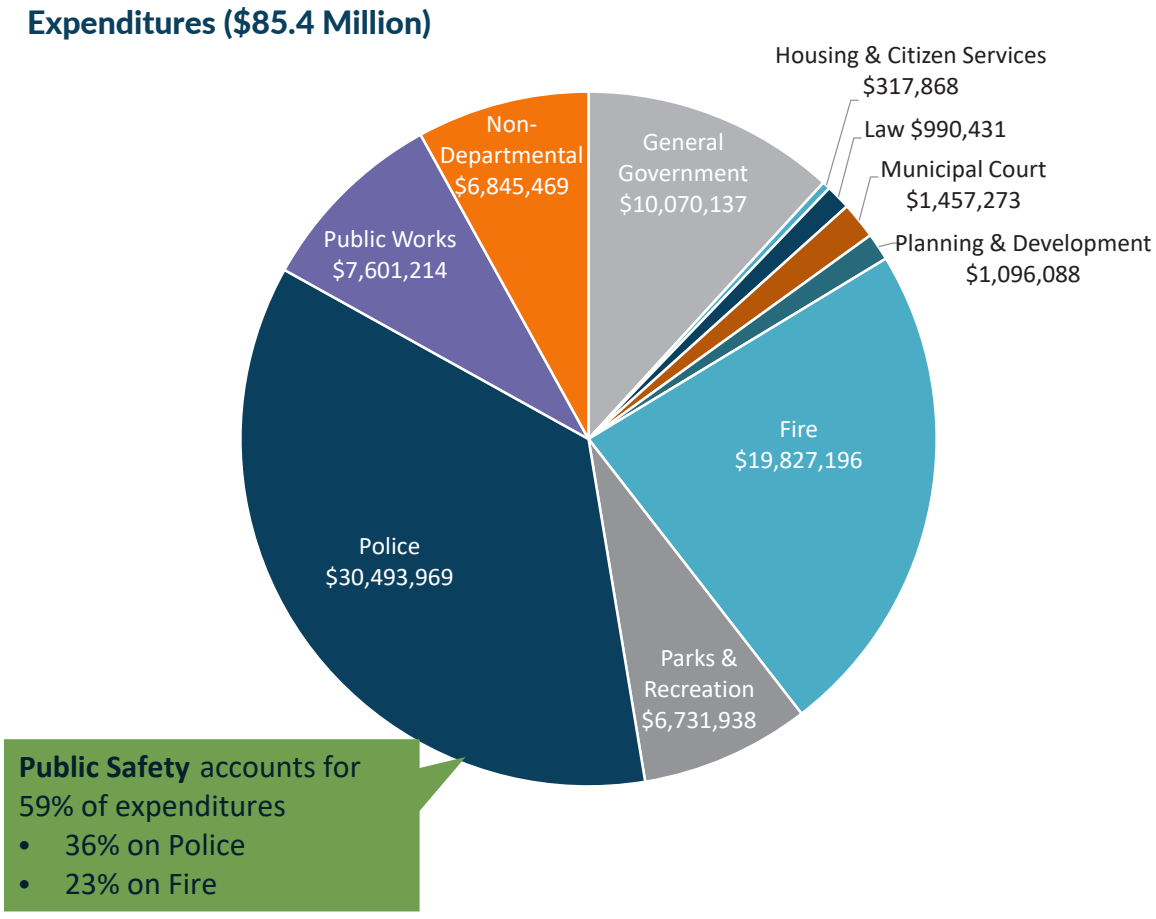


Table 6 provides a summary of the modeling approach used for each major expenditure category. Case studies were developed for four categories and are described below in more detail. An average cost factor with a corresponding variability estimate were used to estimate annual expenditures for the remaining 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.

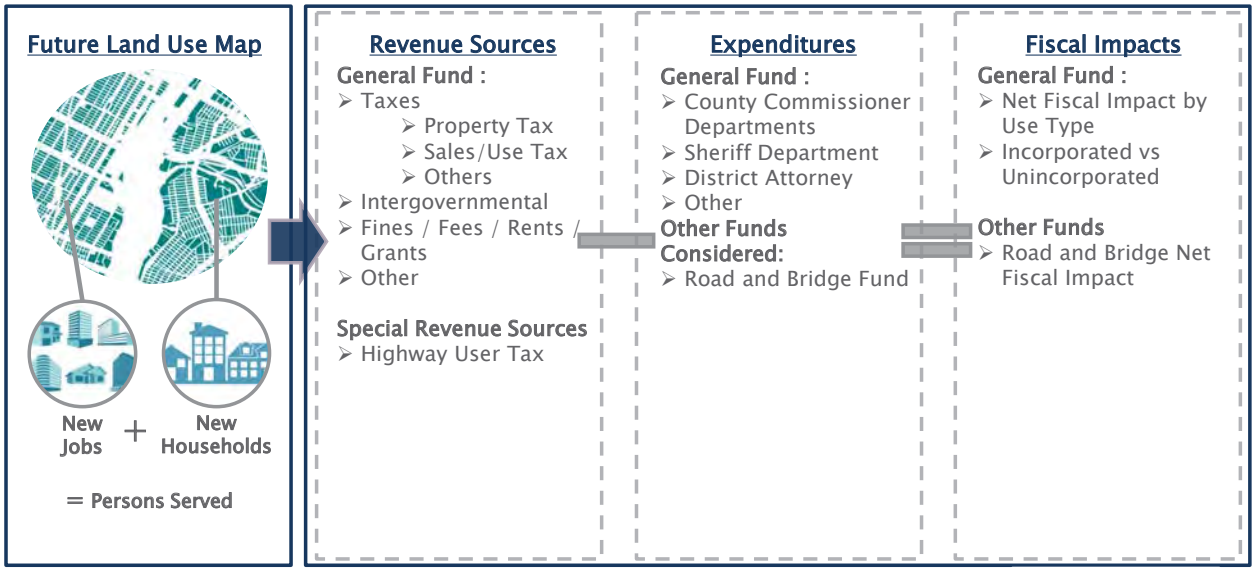
- The type of residential development (single family detached vs. single family attached vs. multifamily) has varying impacts on fiscal balance. While single family homes produce more revenue on average, they tend to generate greater costs due to the low density of the development (i.e., increase roadway 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.

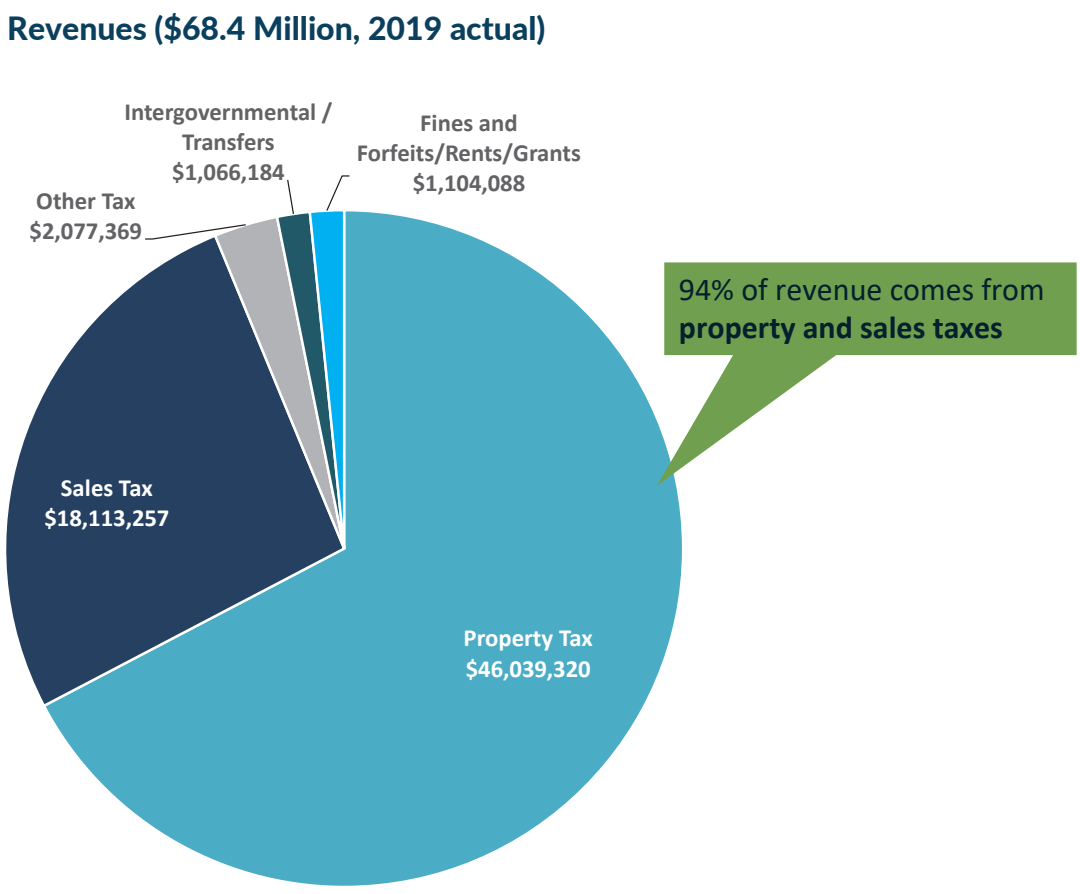
Figure 5. Pueblo County Fiscal Impact Model Approach Summary



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**

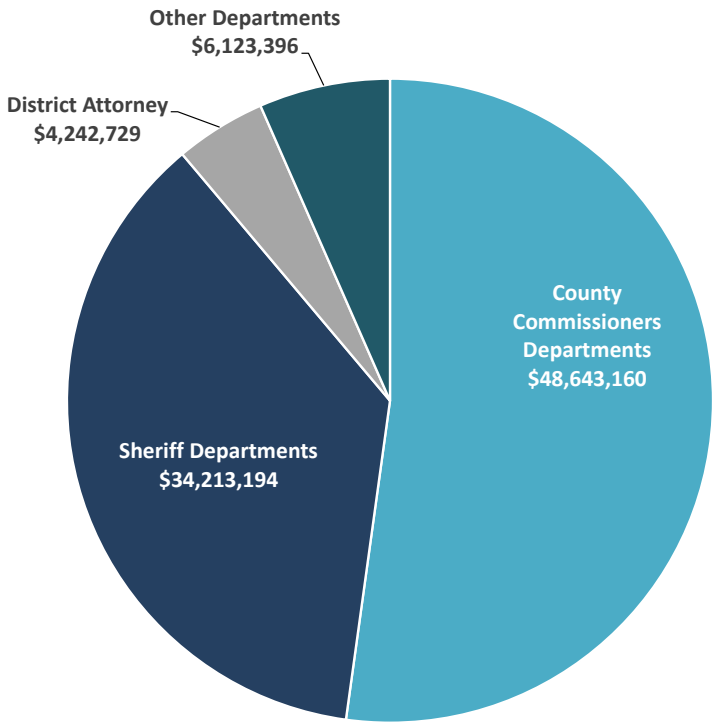
Source: Pueblo County, Economic & Planning Systems

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

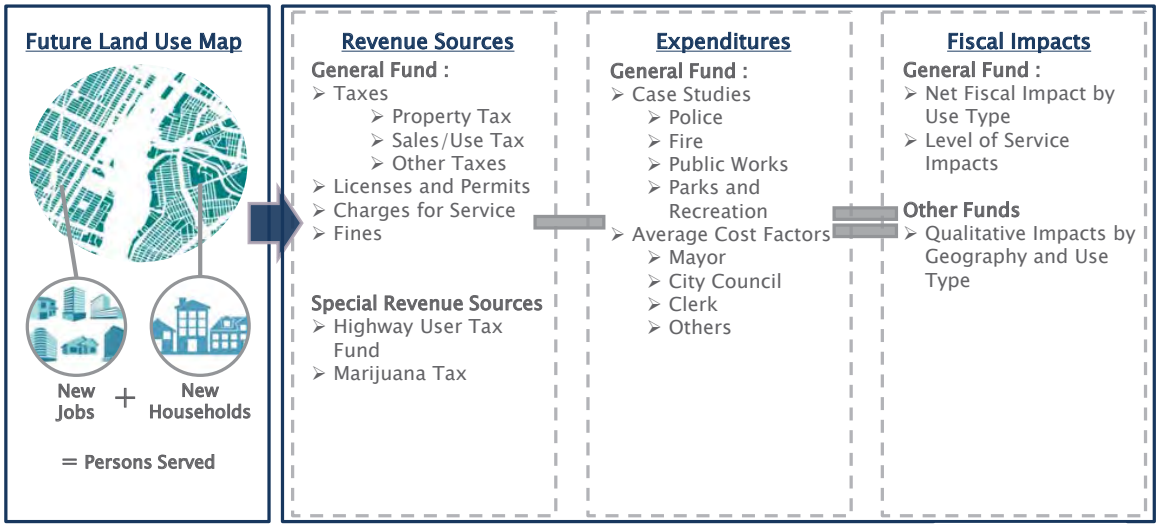
Governance Option	Estimated Annual Added Cost	Streets & Roads	Fire	Public Safety	Other Utilities and Services
Annexation into City of Pueblo	• $1.23 million+ in addition to Scenario A • Scenario A will have greater negative impact	• Improvement of Overton Road from City north for 5+ miles likely needed • 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.

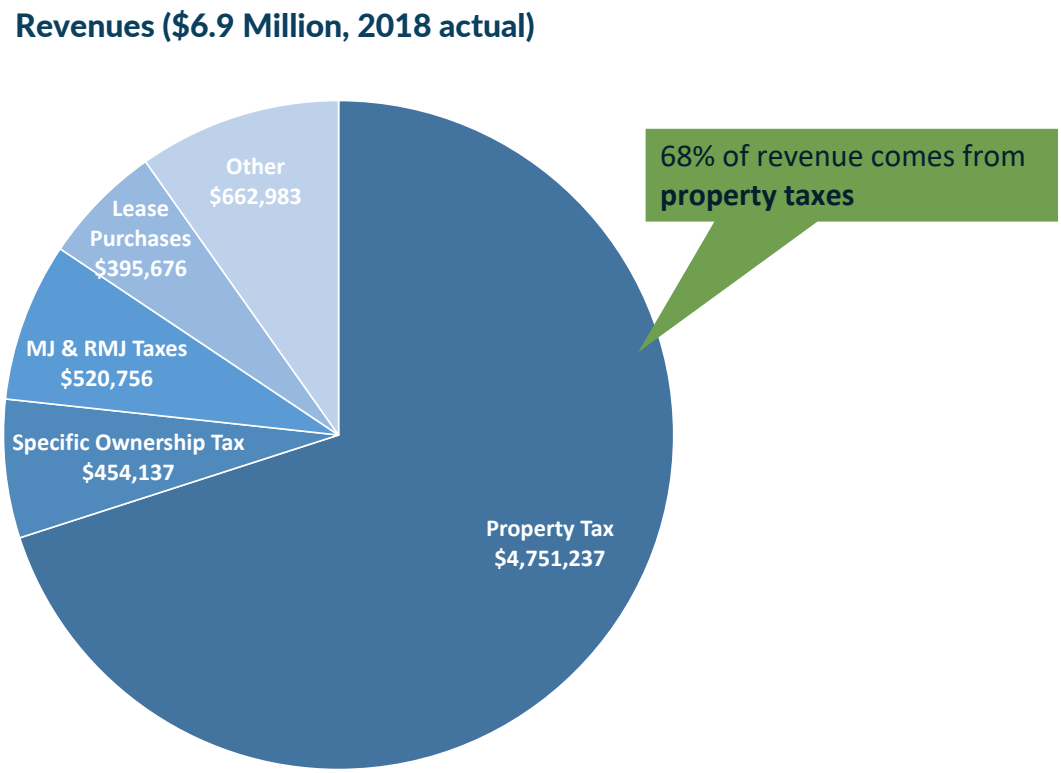
Figure 8. Pueblo West Fiscal Impact Model Approach Summary



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**		

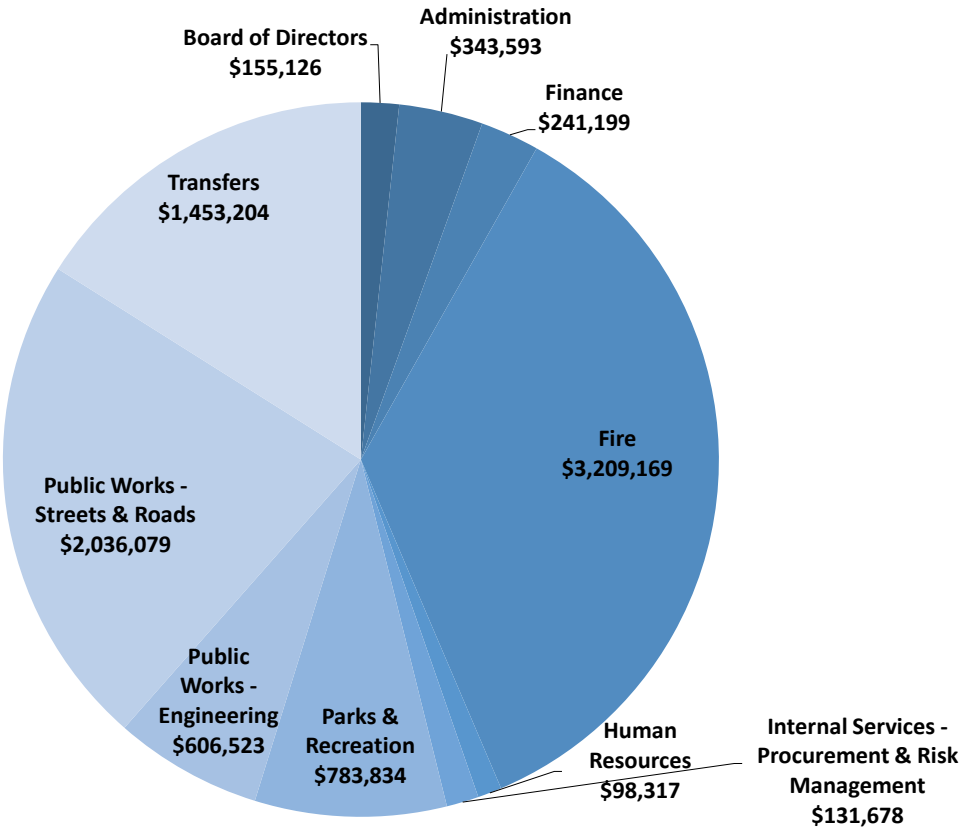
Source: Pueblo West Metro District; Economic & Planning Systems

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

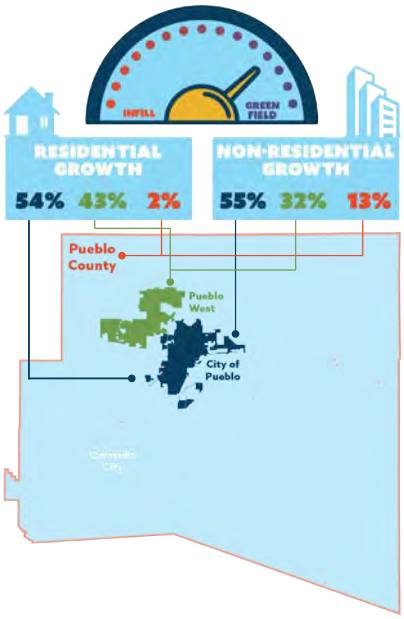
GROWTH SCENARIOS
AT A GLANCE

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).

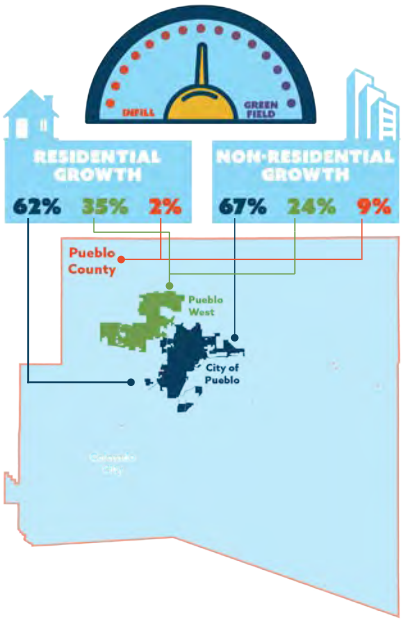


	LARGE LOT SINGLE-FAMILY	TRADITIONAL SINGLE-FAMILY	ATTACHED (2 TO 4 UNITS)	MULTI-FAMILY (5+ UNITS)
REST OF PUEBLO COUNTY	362	-	-	-
CITY OF PUEBLO	-	5,125	720	2,126
PUEBLO WEST	3,260	750	750	1,600

	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.

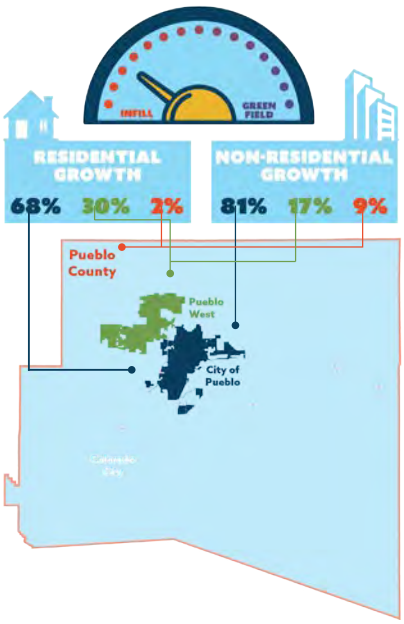


	LARGE LOT SINGLE-FAMILY	TRADITIONAL SINGLE-FAMILY	ATTACHED (2 TO 4 UNITS)	MULTI-FAMILY (5+ UNITS)
REST OF PUEBLO COUNTY	362	-	-	-
CITY OF PUEBLO	-	5,125	720	3,326
PUEBLO WEST	3,260	750	750	400

	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.



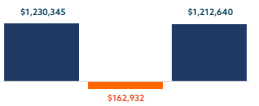
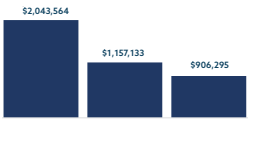
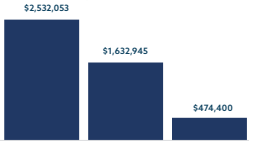
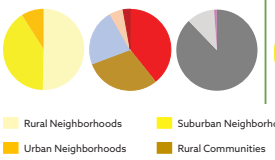
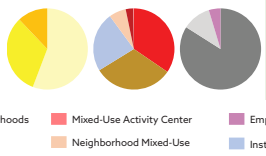
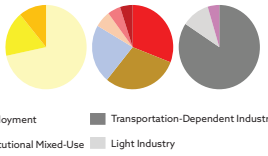
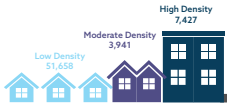
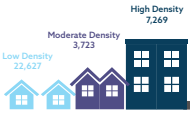
	LARGE LOT SINGLE-FAMILY	TRADITIONAL SINGLE-FAMILY	ATTACHED (2 TO 4 UNITS)	MULTI-FAMILY (5+ UNITS)
REST OF PUEBLO COUNTY	362	-	-	-
CITY OF PUEBLO	-	5,125	1,070	3,726
PUEBLO WEST	3,260	750	400	-

	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.

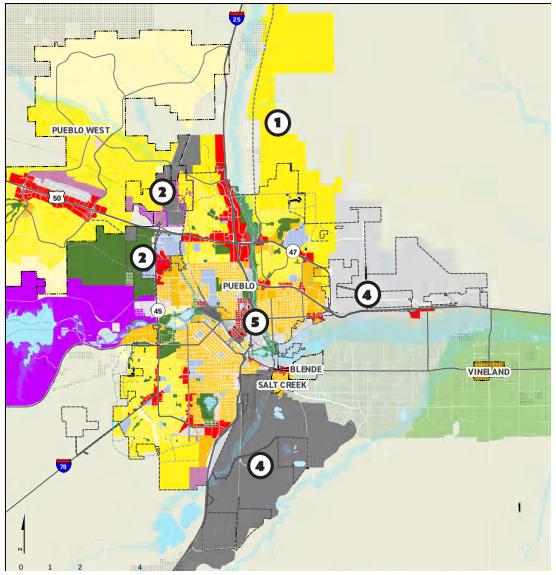
	SCENARIO A: Twin Cities/Outward Expansion	SCENARIO B: Central City Revitalization	SCENARIO C: Regional Centers
WATER CONSUMPTION **What it means:** Gallons per capita water demand. **Why it is important:** Different development types and forms of development use water differently. Aside from agriculture, 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.

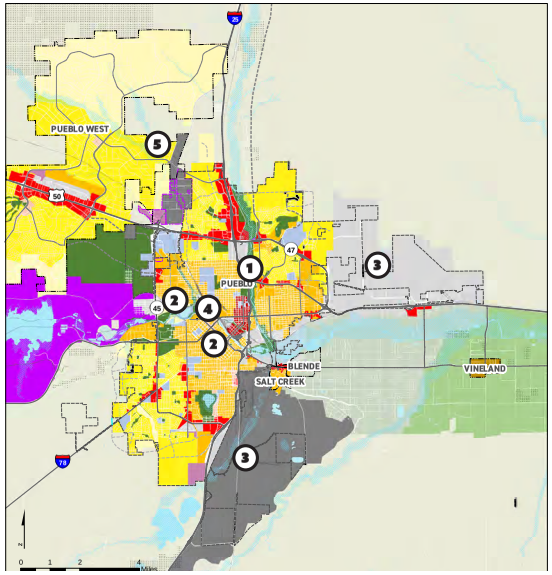
What would it take?

- 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).

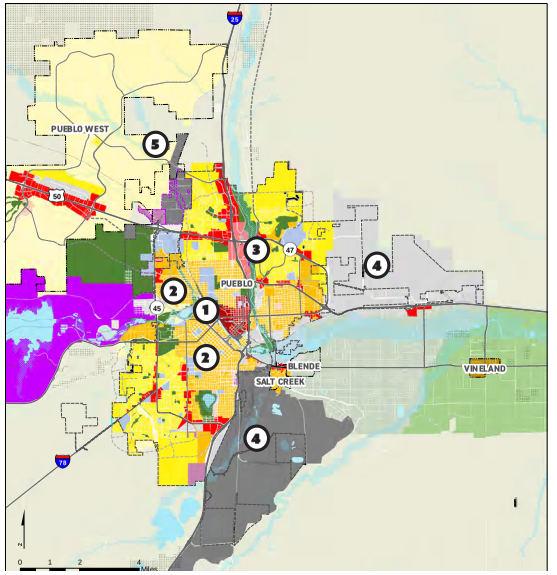
What would it take?

- 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

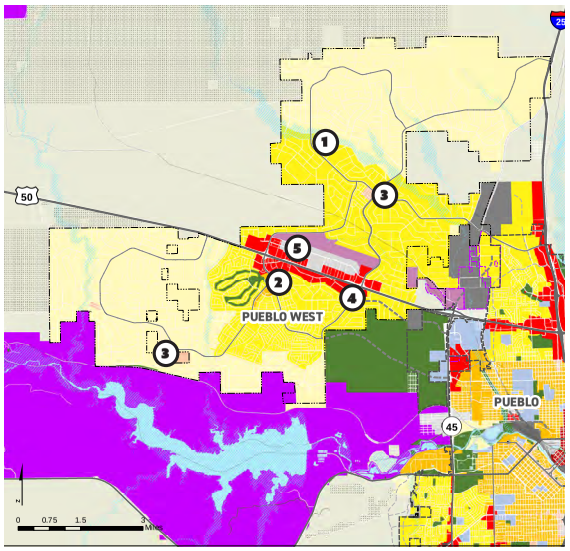
Generally, which of the scenarios most closely aligns with your vision for the future of Pueblo County? Place a dot to let us know!

YOUR PLAN YOUR PUEBLO

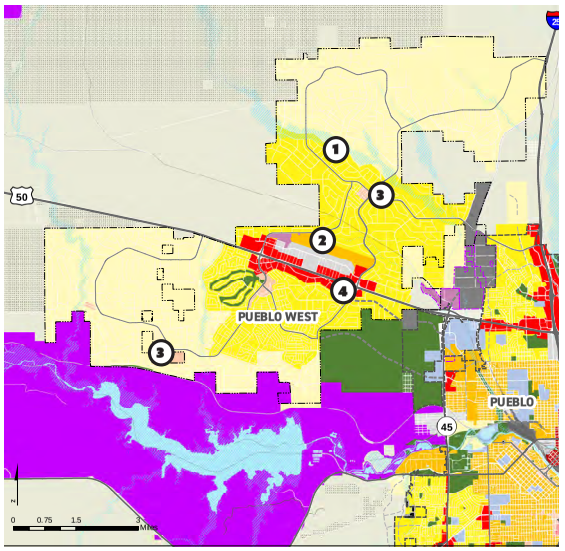
GROWTH SCENARIOS

PUEBLO WEST

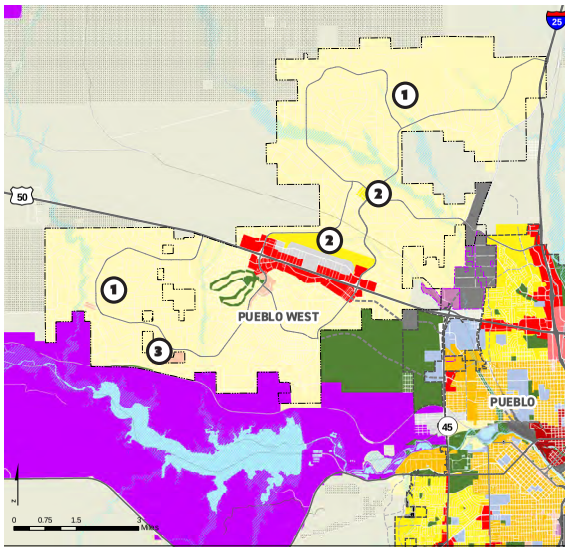
Scenario A: Twin Cities/Outward Expansion



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?

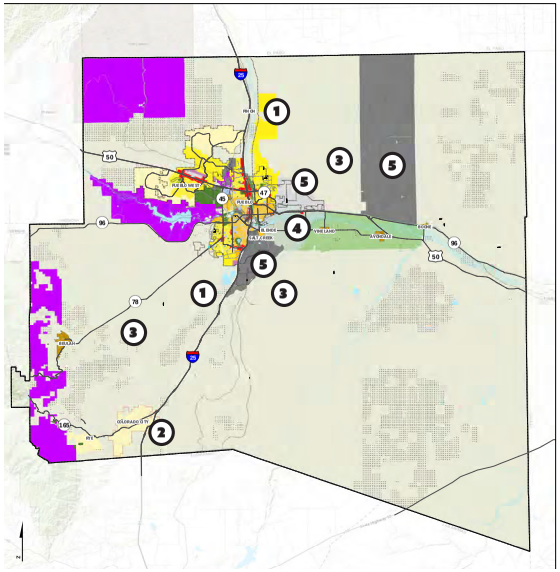
1. Residential growth generally follows existing large-lot single-family character
2. Limited attached single-family development near services along US 50
3. Small neighborhood mixed-use centers serve surrounding residents

Generally, which of the scenarios most closely aligns with your vision for the future of Pueblo County? Place a dot to let us know!

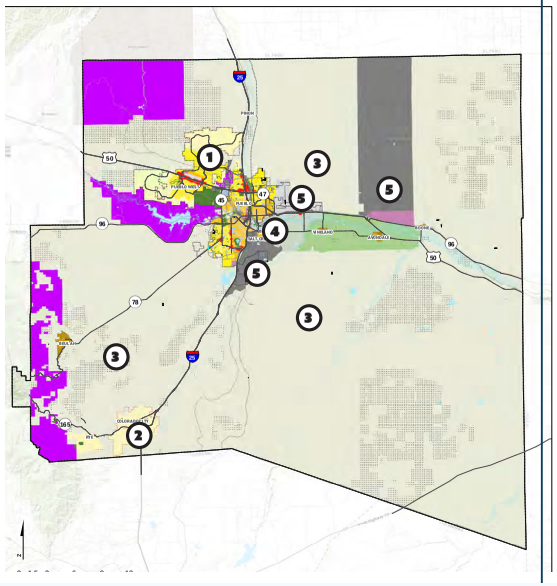
YOUR PLAN YOUR PUEBLO

GROWTH SCENARIOS
PUEBLO COUNTY

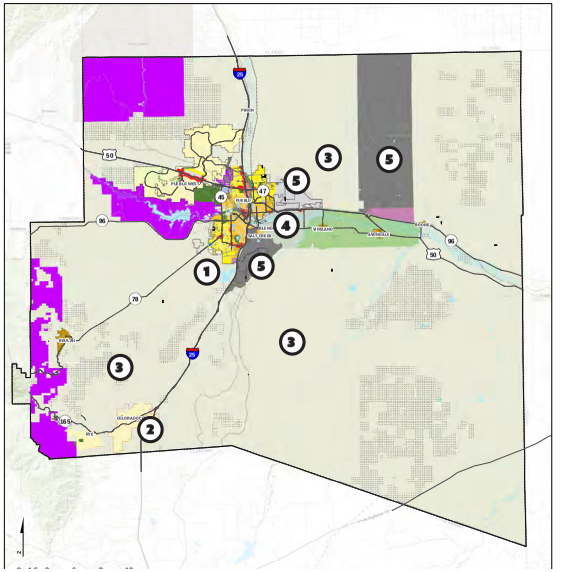
Scenario A: Twin Cities/Outward Expansion



Scenario B: Central City Revitalization



Scenario C: Regional Centers



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- 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

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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.

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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

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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

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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

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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

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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.

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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.

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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.

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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.

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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

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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

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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.

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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

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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

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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,
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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

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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

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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

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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

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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,
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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

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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

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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.]

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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

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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.

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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.

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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.

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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.

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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.)

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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.

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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.]

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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

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. 10146

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.

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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 March 28, 2022 .

Final adoption of Ordinance by City Council on April 11, 2022 .

_____
President of City Council

Action by the Mayor:

☒ Approved on April 12, 2022 .

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

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.

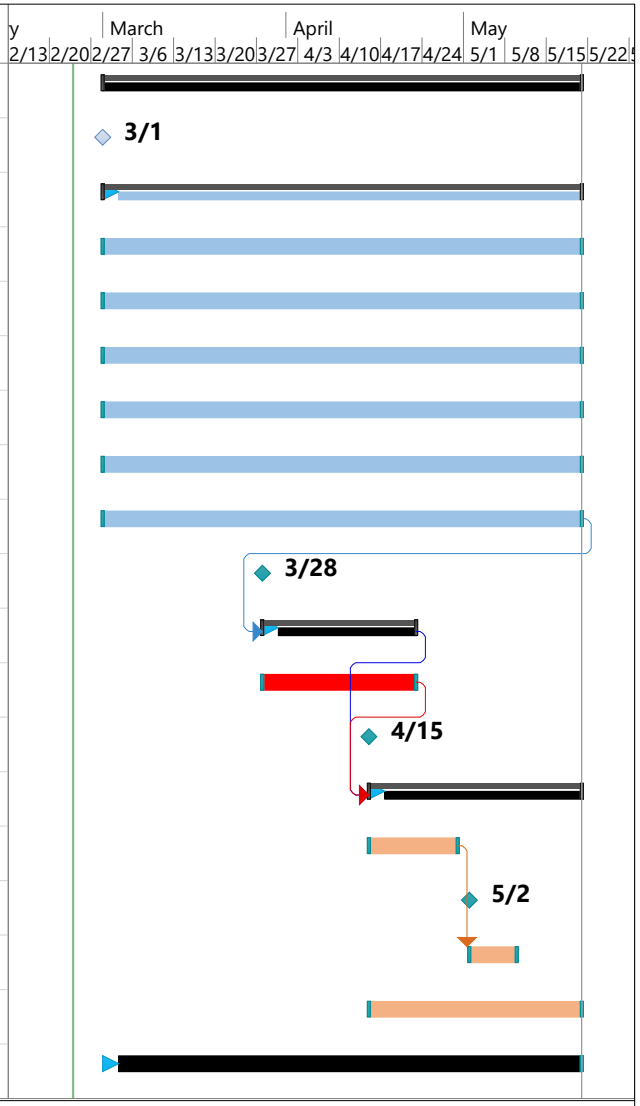
Monthly project status reports will be prepared and submitted to Pueblo along with the monthly invoices. These reports will include summary of services completed since the previous report, current project schedule and budget status, project issues and potential changes, and project schedule updates if 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. 10147

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 March 28, 2022.

Final adoption of Ordinance by City Council on April 11, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on April 12, 2022.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

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. 10148

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 March 28, 2022.

Final adoption of Ordinance by City Council on April 11, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on April 12, 2022 .

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

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 # R-5

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. 10149

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 March 28, 2022 .

Final adoption of Ordinance by City Council on April 11, 2022 .

_____
President of City Council

Action by the Mayor:

☒ Approved on April 12, 2022.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

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:

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STAFF REVIEW:

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- **Site Character:**
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- **Comprehensive Plan Compliance:**

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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

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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

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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.

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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:

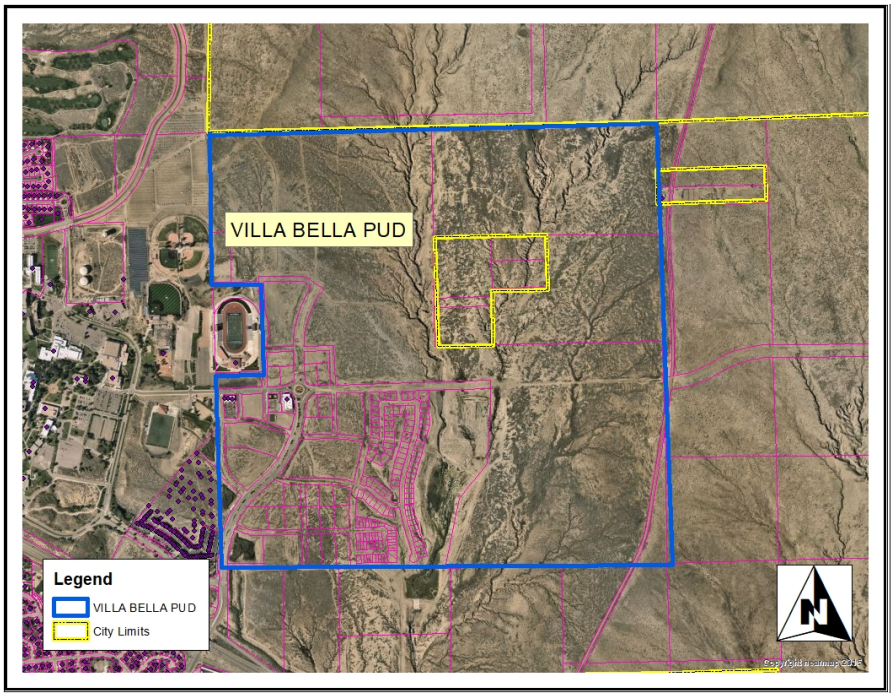
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No Comment
- Black Hills Energy-No comment
- CDOT-No comment.

RECOMMENDED ACTION:

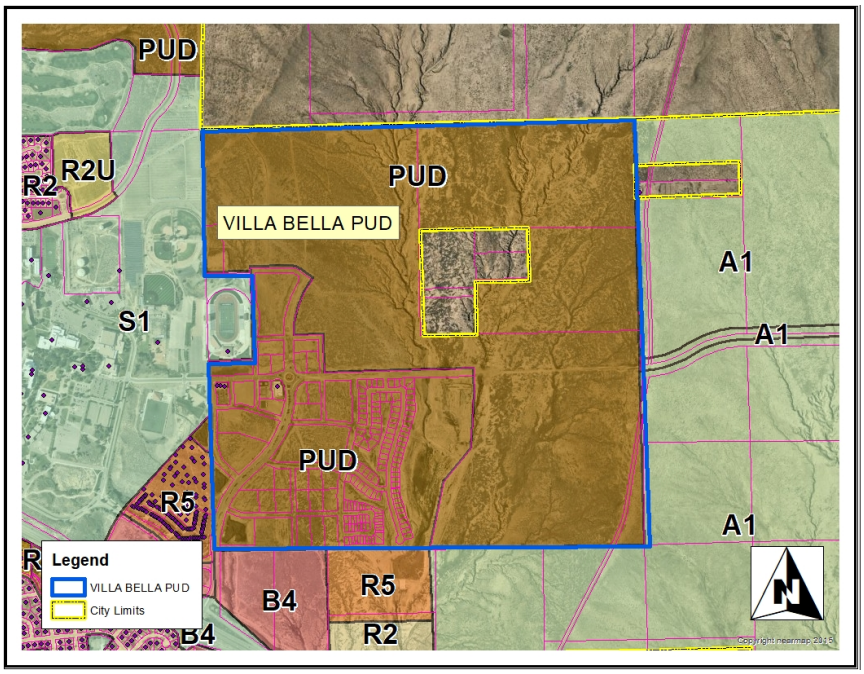
Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED**:

ATTACHMENTS:

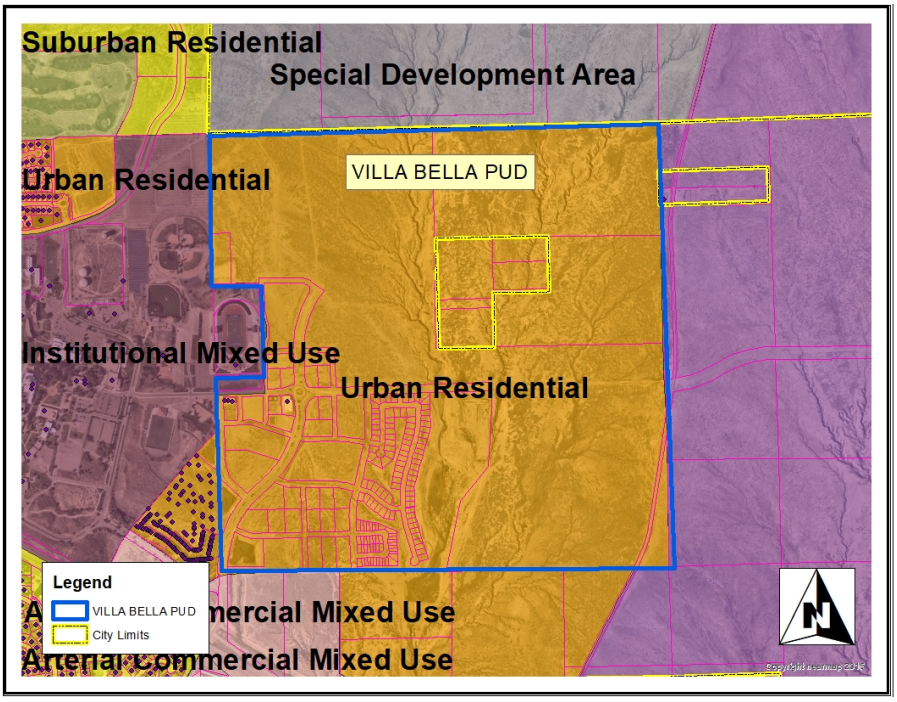
- **A. Aerial Map**
- **B. Zoning Map**
- **C. Comprehensive Plan Map**
- **D. Site Photograph**
- **E. Application**
- **F. Villa Bella, Planned Unit Development, January 6, 2022 Amendment**
- **G. Approved Resolution of the Board of Directors of the Thunder Village Metropolitan District Regarding First 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

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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

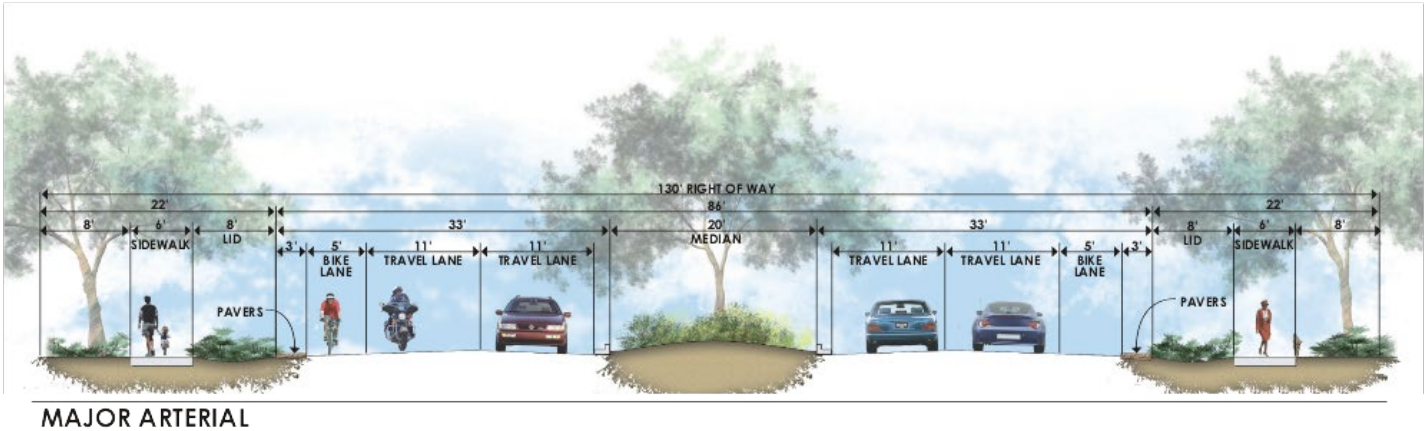
Sporting arenas, coliseums, and other similar spectator sports venues	EC		SFD, SFA, MF, MC, VC, OC, BPF
MUSEUM, ZOOS, AND OTHER SPECIAL PURPOSE RECREATIONAL OR CULTURAL INSTITUTION			
Community or visitor information center	VC, MC, EC	OC	SFD, SFA, MF, BPF
Outdoor displays of public art (e.g. Sculpture 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

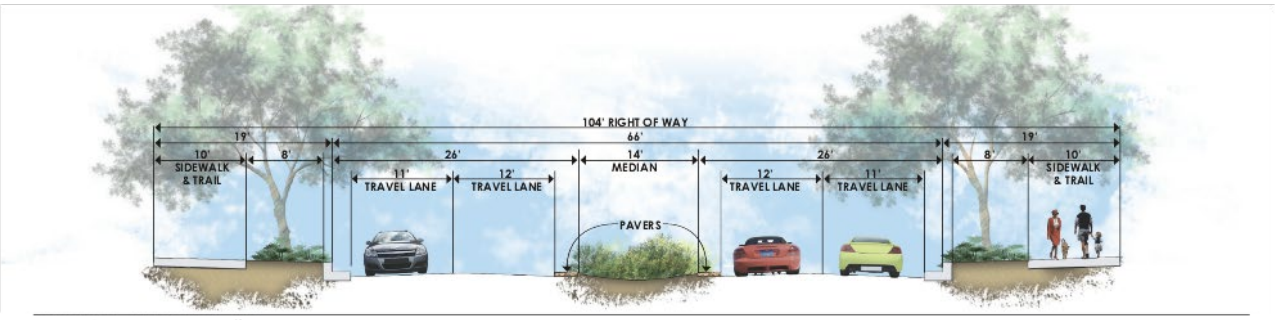
5. ROADWAY STANDARDS

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



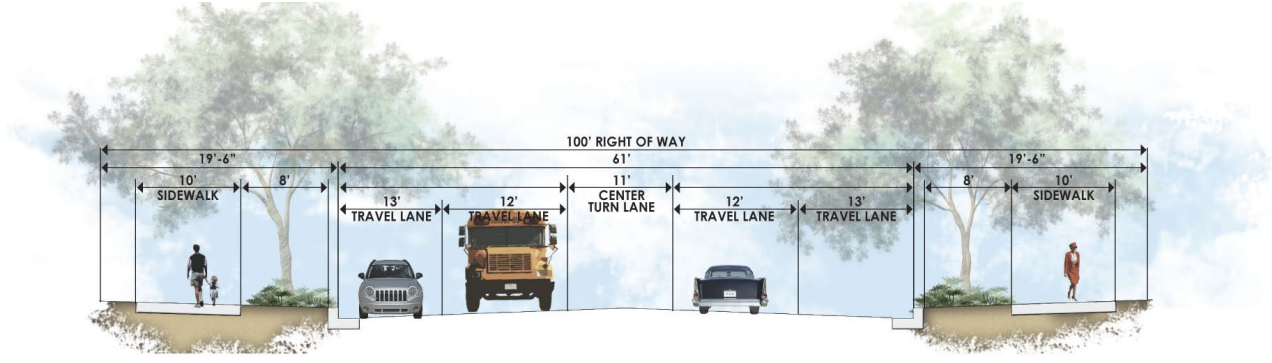
MAJOR ARTERIAL

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



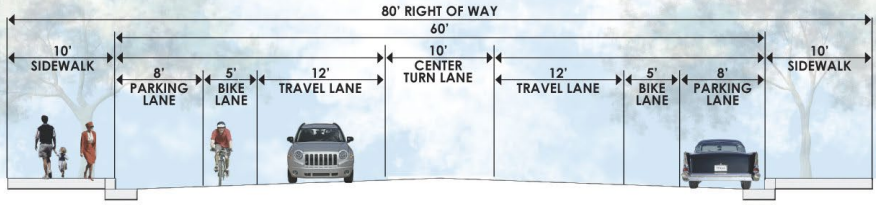
MINOR ARTERIAL #1

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



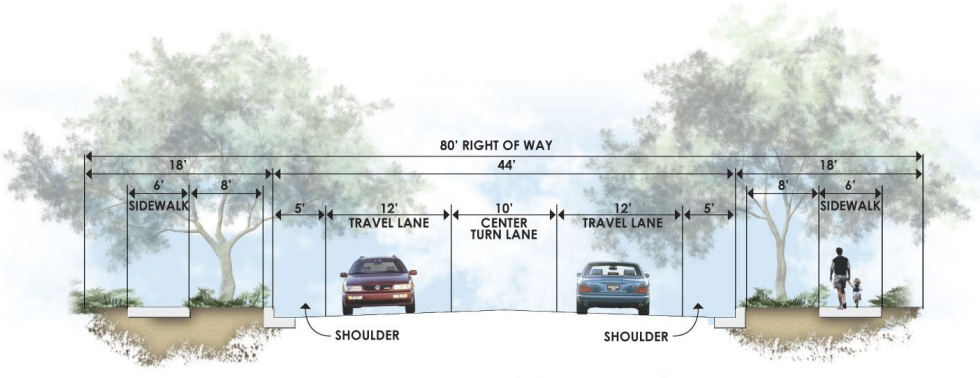
MINOR ARTERIAL #2

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



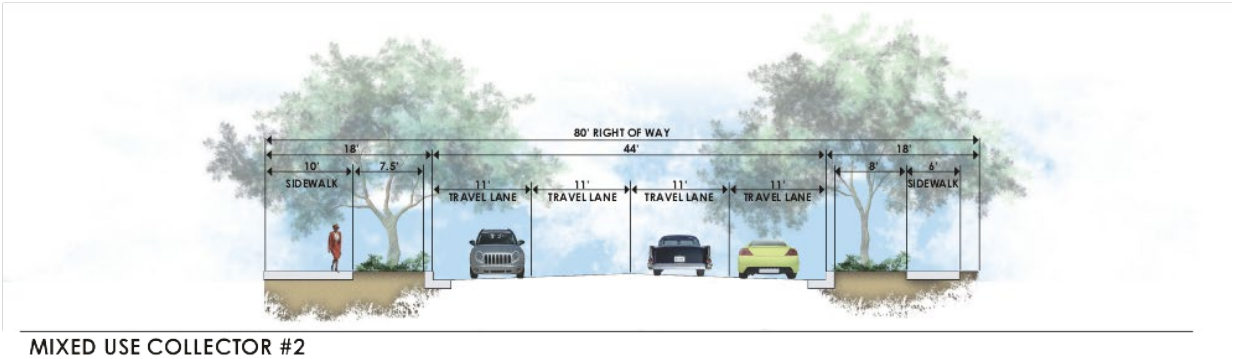
BUSINESS COLLECTOR

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



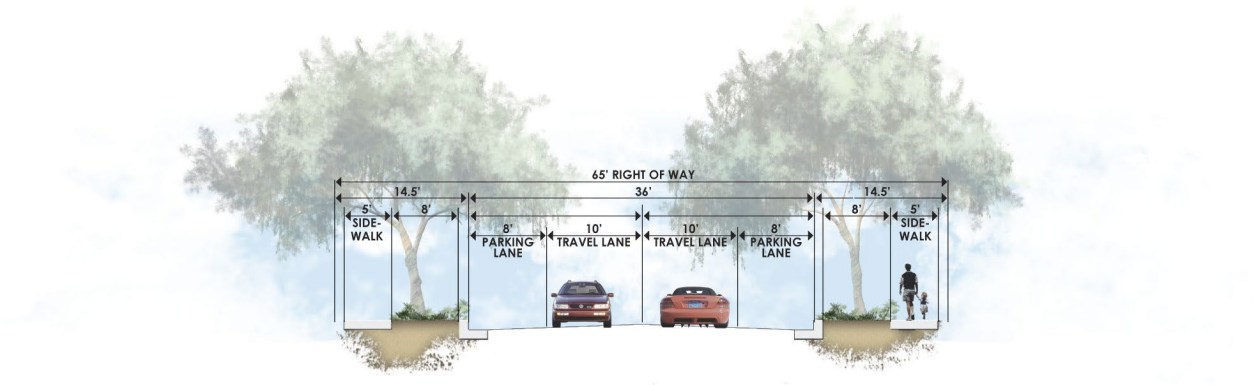
MIXED USE COLLECTOR #1

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.

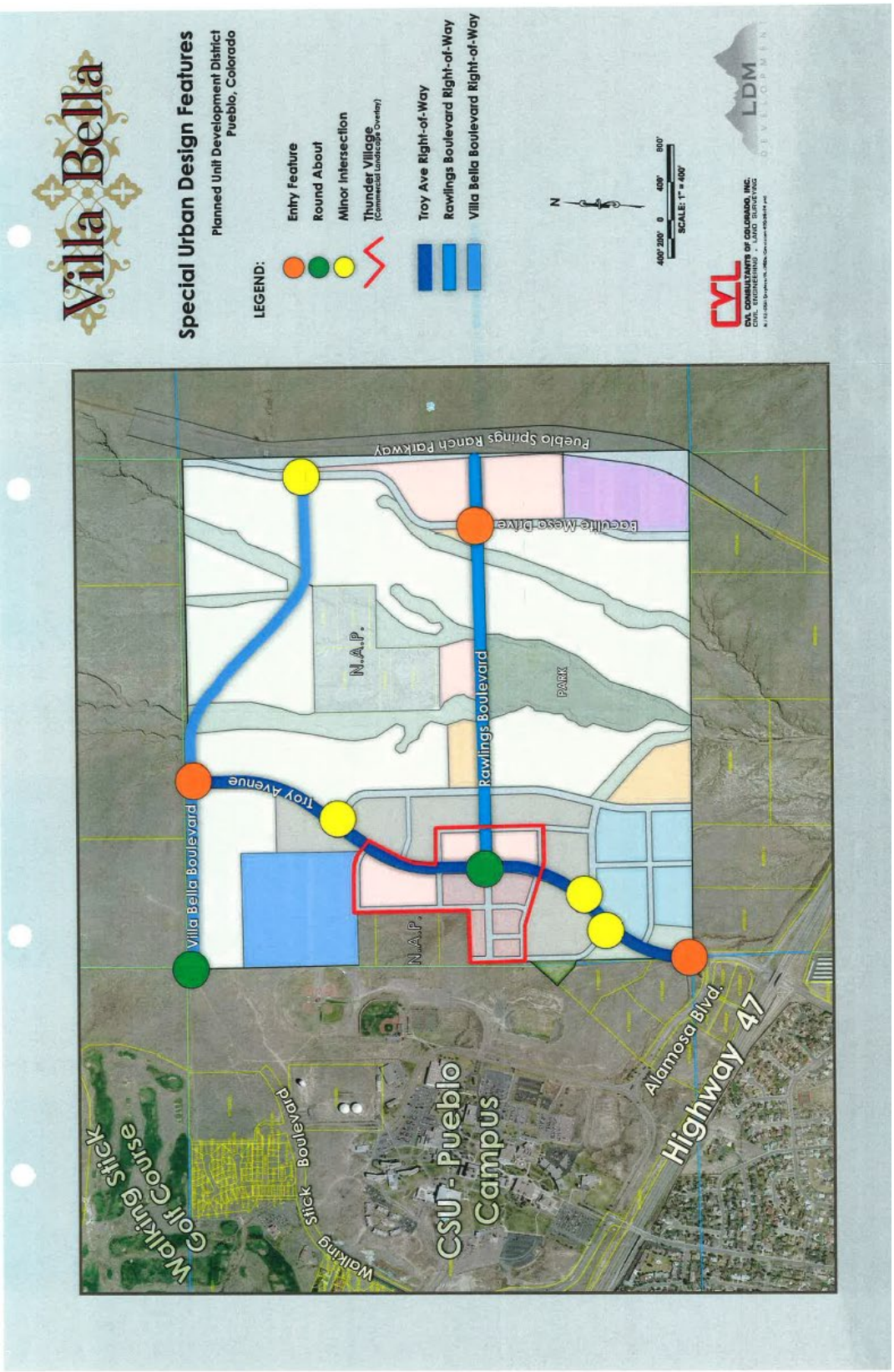
BUILDING OCCUPANCY

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
SCALE: 1" = 400'
CVL
LDM
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.

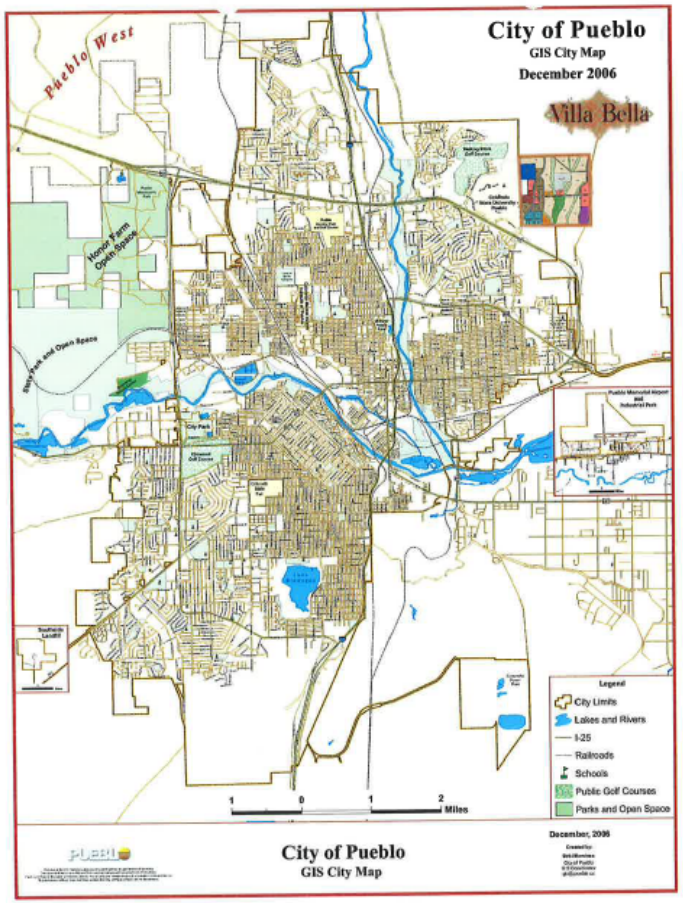
FURTHER EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND:

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

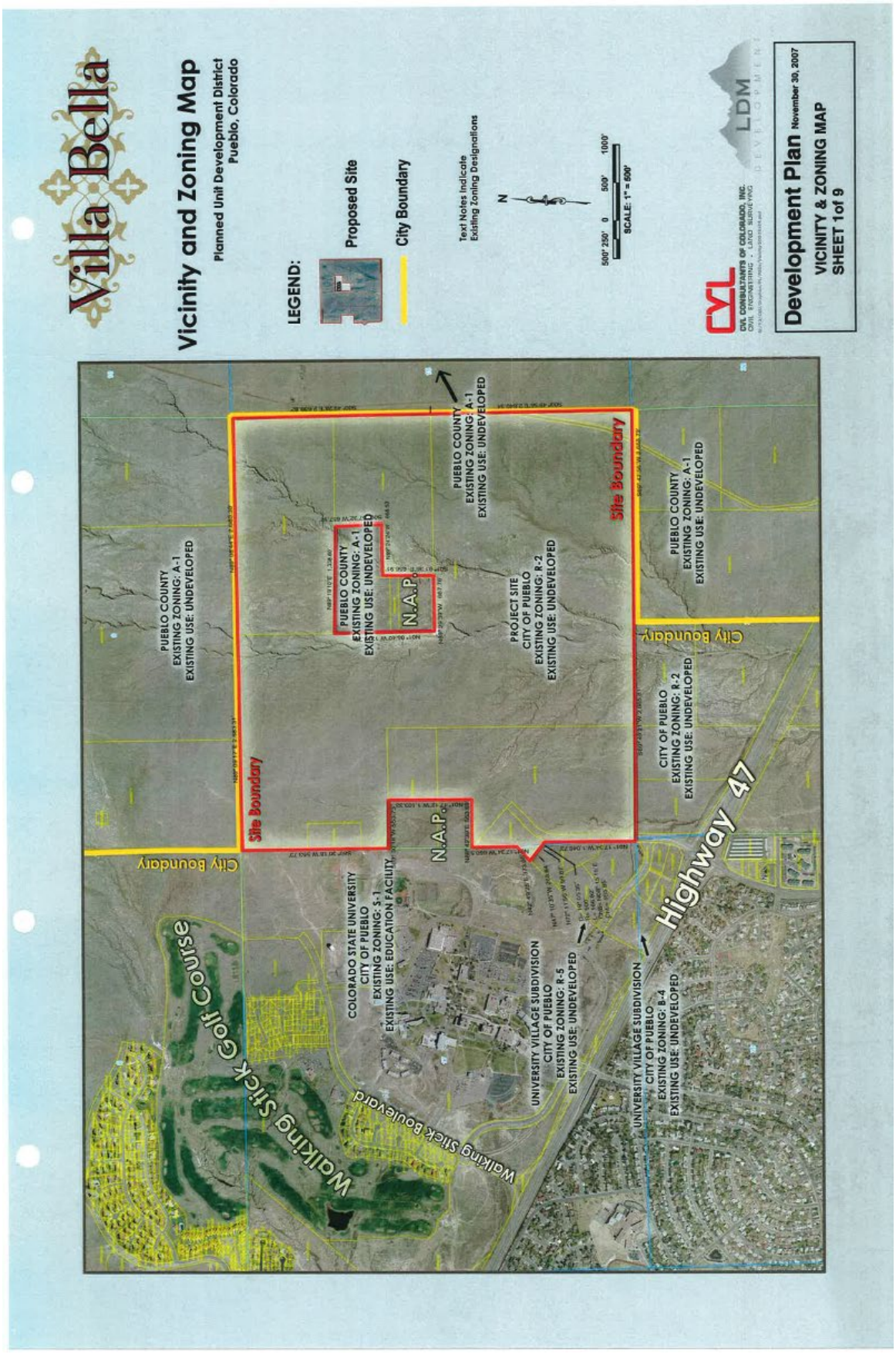
January 28, 2008

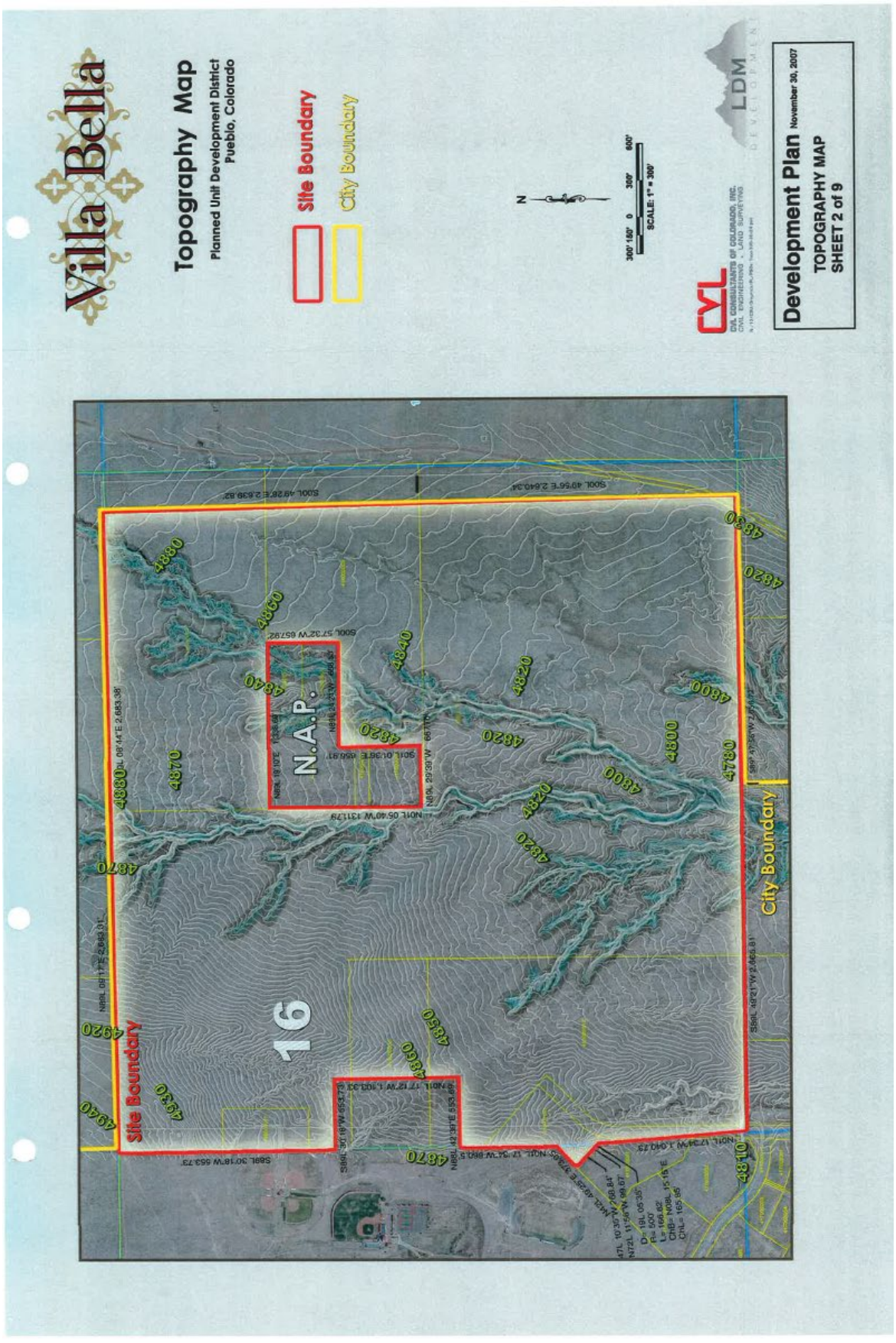
Sheet Index

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

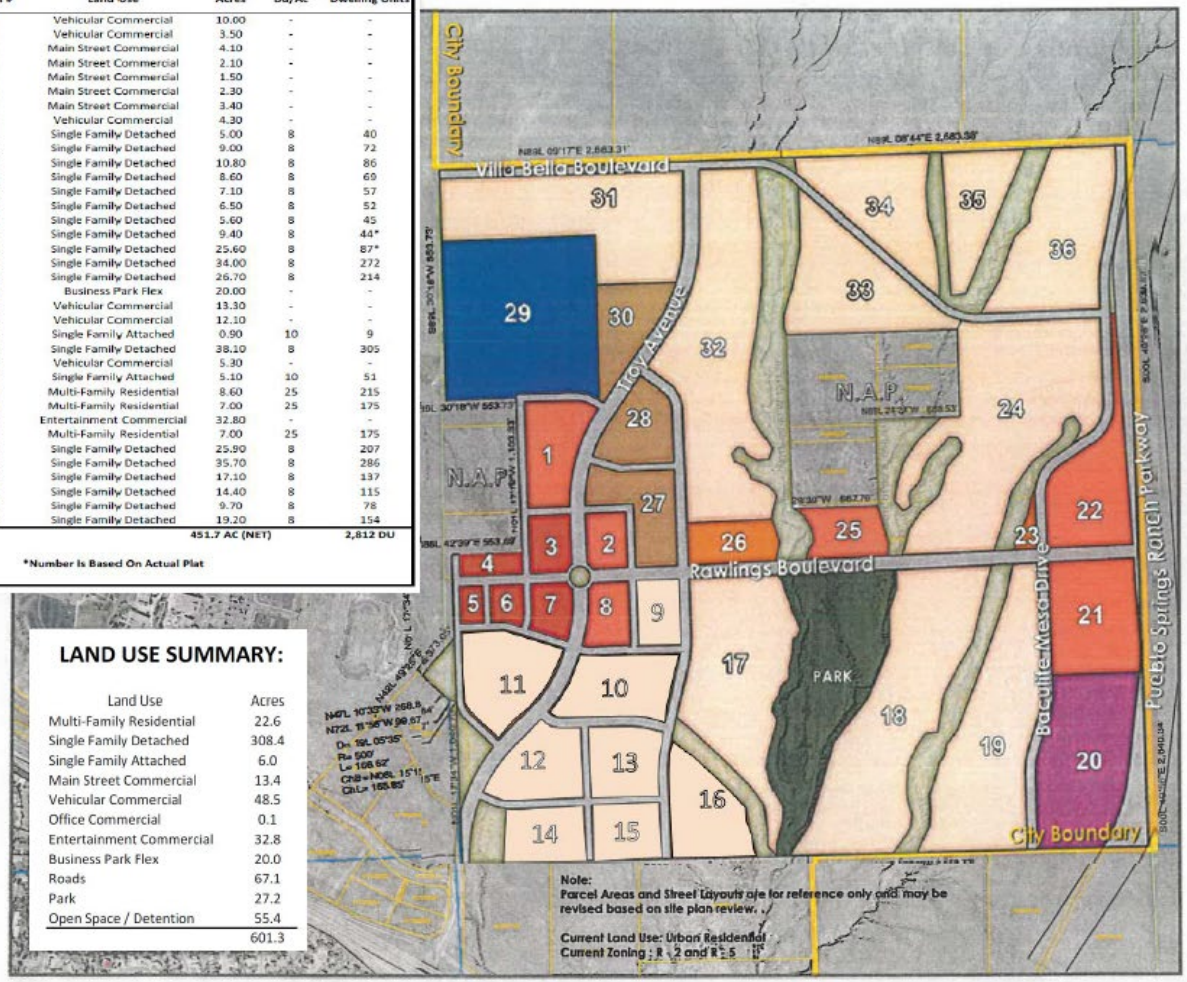
Development Plan
COVER SHEET


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

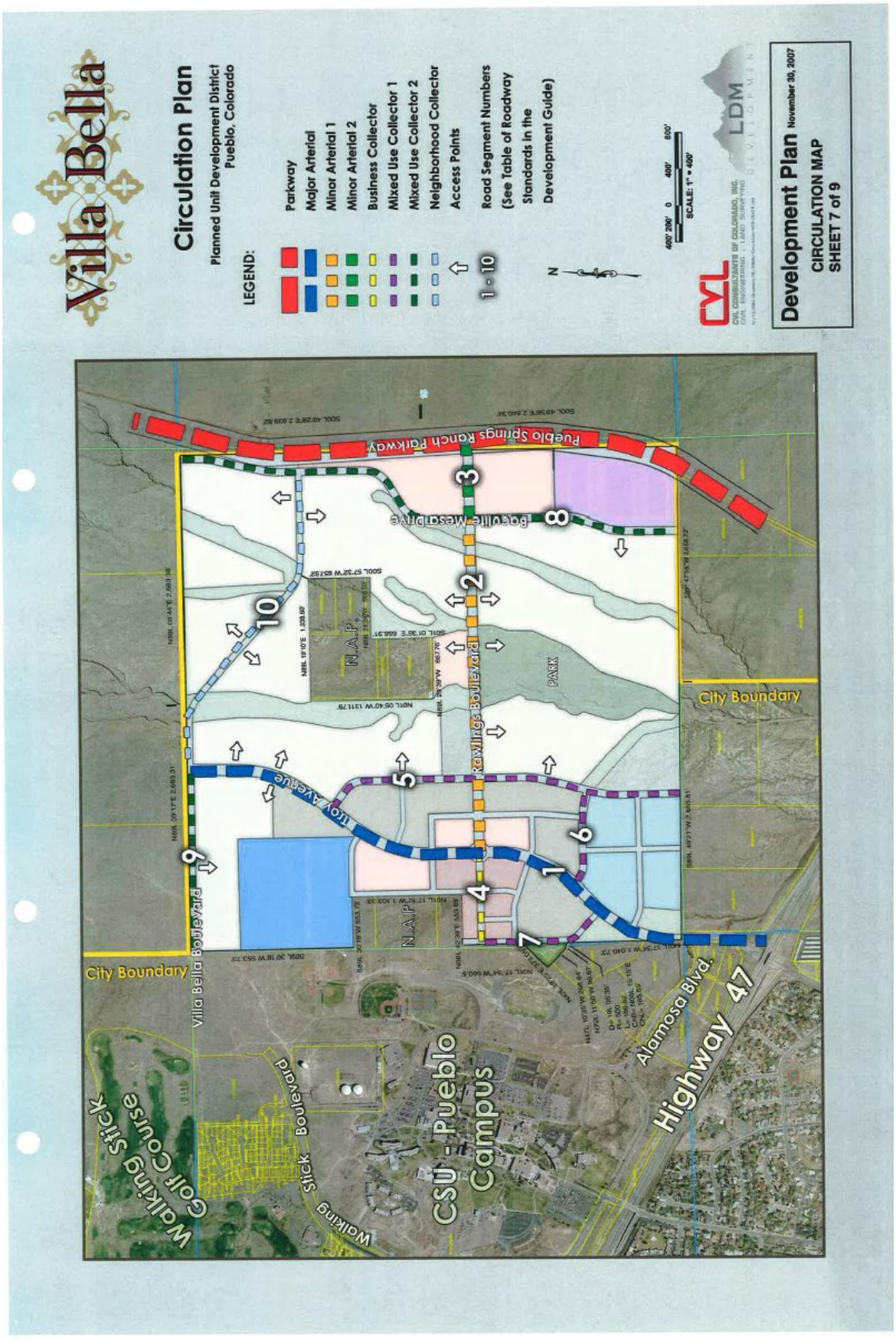
N

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

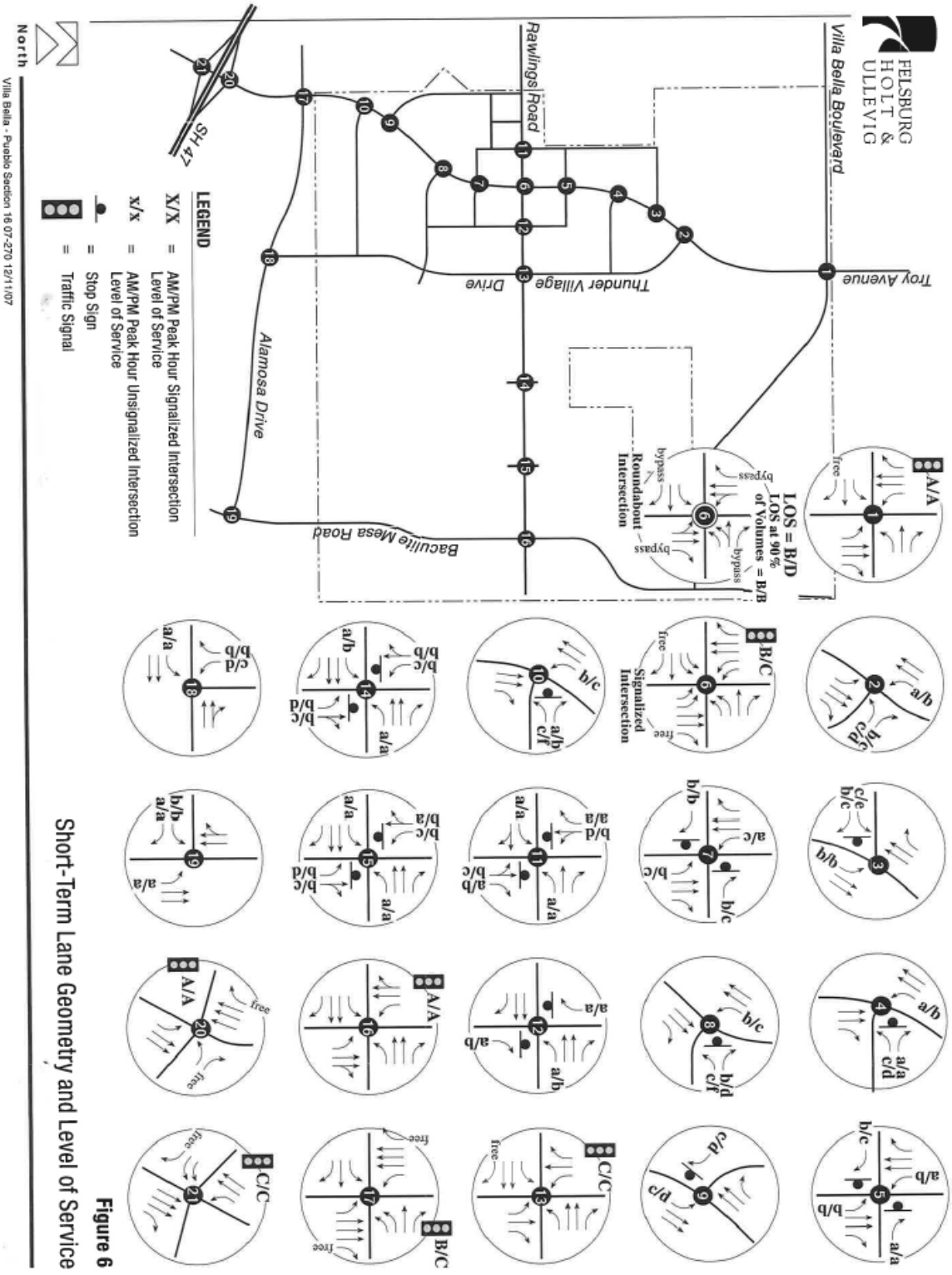
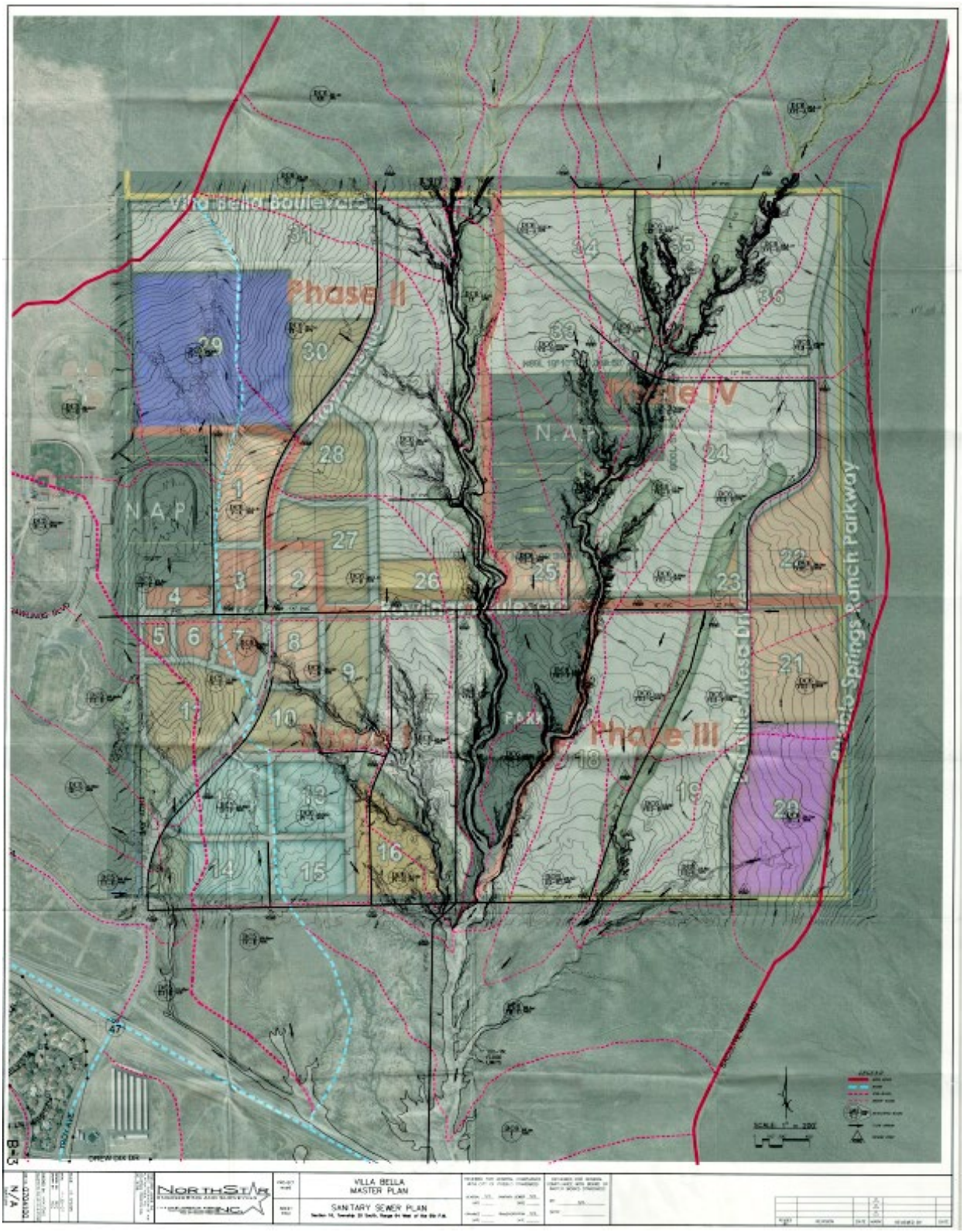


Figure 6

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

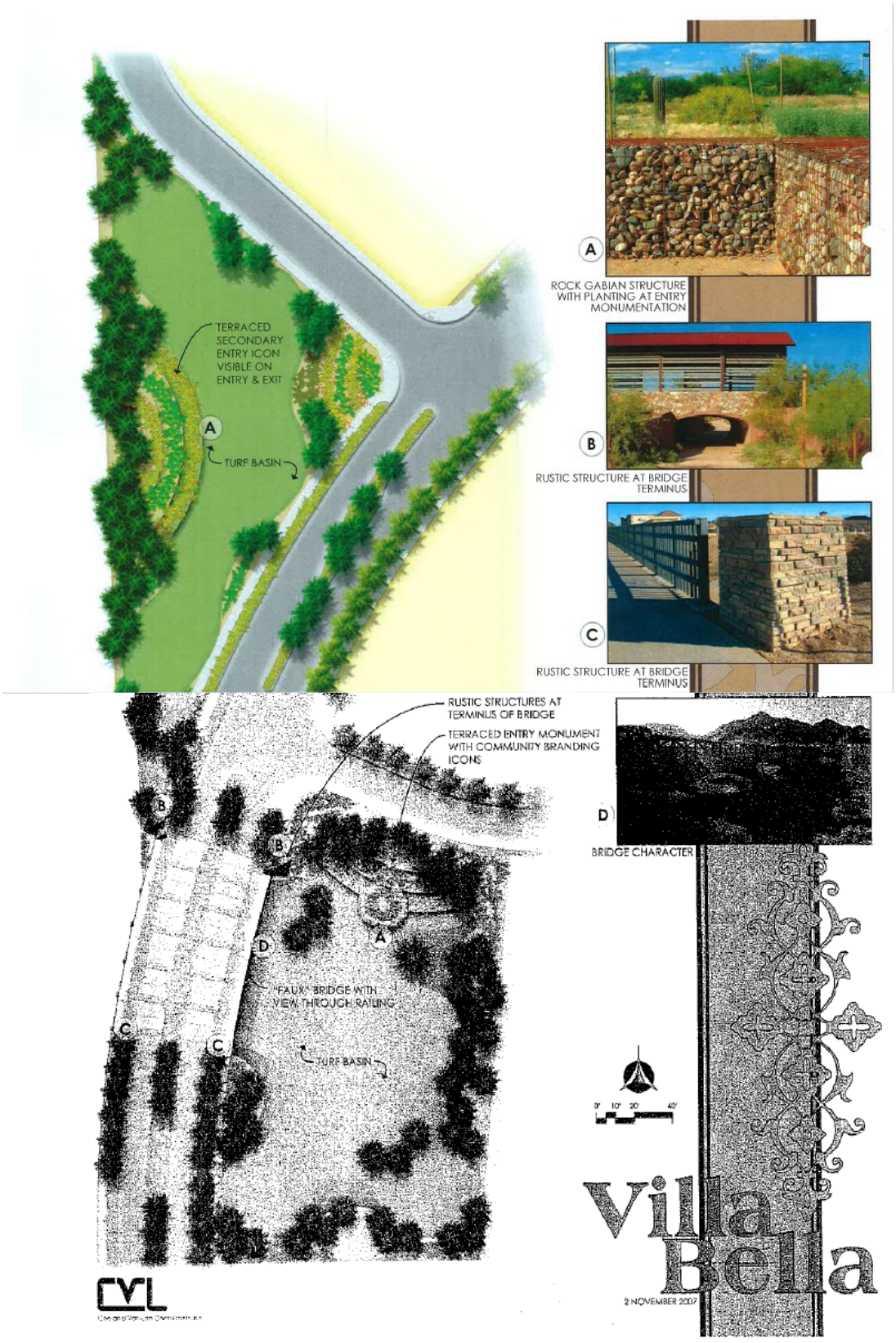

Phase II
Phase IV
Phase III
N.A.P.
N.A.P.
Rawlins Boulevard
Pueblo Mesa Drive
Pueblo Springs Ranch Parkway
VILLA BELLA
MASTER PLAN
DRAINAGE BASIN PLAN
NORTHSTAR


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,

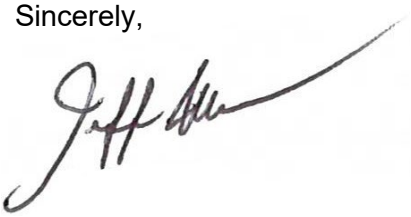
This letter is being sent to you because Caleb Development LLC/ Lorson North Land Corp. in coordination with the Thunder Village Metropolitan District is proposing an amendment to the Villa Bella Planned Unit Development. Per Section E.4 Updates and Amendments of the PUD document, notification of the 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

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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. 10150

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 March 28, 2022.

Final adoption of Ordinance by City Council on April 11, 2022.

President of City Council

Action by the Mayor:

☒ Approved on April 12, 2022.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

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. 10151

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 March 28, 2022 .

Final adoption of Ordinance by City Council on April 11, 2022 .

President of City Council

Action by the Mayor:

☒ Approved on April 12, 2022 .

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

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. 10152

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 March 28, 2022.

Final adoption of Ordinance by City Council on April 11, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on April 12, 2022.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

City Clerk

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 ADOPTING AN ENTERTAINMENT DISTRICT; SPECIFICALLY, A BOUNDARY DESCRIPTION PER 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. 10153

AN ORDINANCE ADOPTING AN ENTERTAINMENT DISTRICT; SPECIFICALLY, A BOUNDARY DESCRIPTION PER 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 March 28, 2022.

Final adoption of Ordinance by City Council on April 11, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on April 12, 2022.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

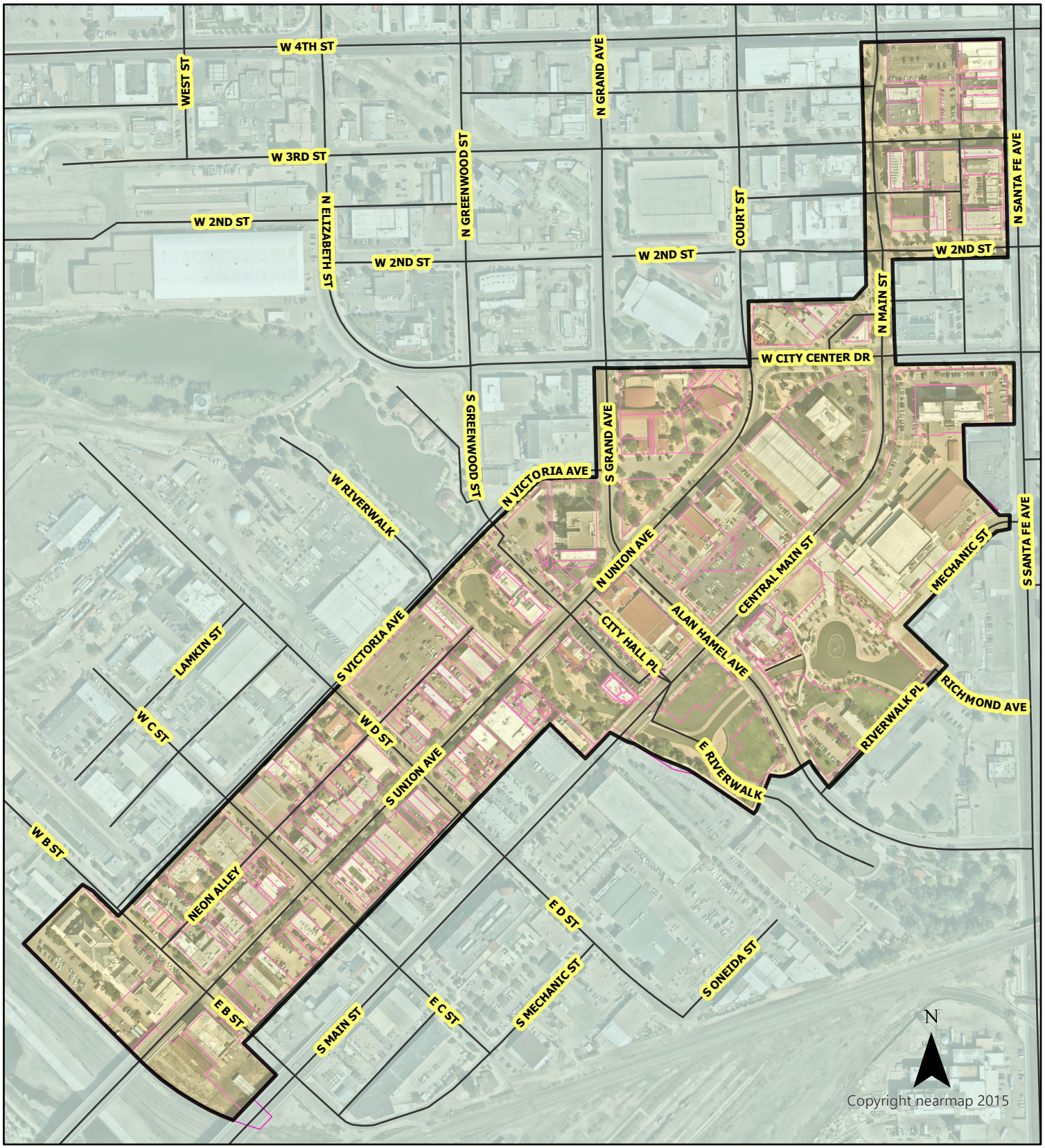
_____
President of City Council

ATTEST

City Clerk

EXHIBIT A

Liquor Entertainment District Map



Legend

- Liquor Entertainment District
- Parcels

city of PUEBLO colorado

City Clerk's Office Item # R-10

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. 10154

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 March 28, 2022.

Final adoption of Ordinance by City Council on April 11, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on April 12, 2022.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

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 all applicable federal and state statutes and regulations, including but not limited to the following,:

(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; 2 CFR 200.310; 2 CFR 200.313 and 2 CFR 200.316 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 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 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.

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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. 10155

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 March 28, 2022 .

Final adoption of Ordinance by City Council on April 11, 2022 .

_____
President of City Council

Action by the Mayor:

☒ Approved on April 12, 2022 .

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

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.