REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE

MONDAY, JANUARY 12, 2026
7:00 PM

Individuals Requiring Special Accommodations Should Notify the City's ADA Coordinator at (719) 553-2295 by Noon on the Friday Preceding the Meeting.

A. CALL TO ORDER President Mark Aliff

B. INVOCATION Pastor Josh Richardson, Pueblo Christian Center

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. OATH OF OFFICE

- **City of Pueblo Council Member – At Large – Brett Boston**
- **City of Pueblo Council Member – At Large – Selena Ruiz Gomez**
- **City of Pueblo Council Member – District 1 – Dianne Danti**
- **City of Pueblo Council Member – District 3 – Ted Hernandez**
- **City of Pueblo Civil Service Commissioner - Steven Rodriguez**

F. ELECTION OF 2026 OFFICERS

- **Election of President**
- **Elected Council Member assumes Presidency**
- **Election of Vice-President**
- **President appoints Executive Committee Chairperson**

G. SPECIAL RECOGNITION

G1 Proclamation Presentation: "Martin Luther King Jr. Day - January 19, 2026" - Roxana Mack, NAACP President & Dawn Tripp-Sena, NAACP Secretary

G2 Proclamation Presentation: "Pueblo Crime Stoppers Safety Recognition Day - January 12, 2026" - Crystal Estrada, Board President

H. PUBLIC FORUM

I. COUNCIL MEMBER AND MAYOR COMMENTARY

J. READING AND APPROVAL OF AGENDA

Motion to Amend the Agenda or Motion to Approve the Agenda as distributed.

K. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated December 22, 2025, as distributed.

K1 City Council Minutes 12/22/2025

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

M1 A Resolution establishing project account HU2514, Concrete Imp - Jones Ave Ph 2, transferring funds in the amount of $203,068.80 from HU2511, Concrete Imp - Jones Avenue to HU2514, Concrete Imp - Jones Ave Ph 2, awarding a construction contract in the amount of $173,068.80 to Doug Vaughn, LLC for Project No. 25-117, Concrete Improvements - Jones Avenue (Lake Avenue to Abriendo Avenue), setting forth $30,000 for contingencies, and authorizing the Purchasing Agent to execute same

M2 A Resolution correcting the project account number from AP2502 to CI2527 - Hangar Door Replacement 522 Skyway, awarding a construction contract in the amount of $179,620 to Baha Construction, Inc., for Project No. 25-116, Hangar Door Replacement - 522 Skyway Street, setting forth $17,962 for contingencies, and authorizing the Purchasing Agent to execute same

M3 A Resolution awarding a construction contract in the amount of $161,000 to Advanced Remediation Services, Inc., for Project No. 25-121, Abate and Demolish - 1310 East Routt Avenue, setting forth $24,000 for contingencies, and authorizing the Purchasing Agent to execute same

M4 A Resolution awarding an agreement with on-call transportation technical assistance consultant Bohannan Huston, Inc. to prepare, develop and update Pueblo Area Council of Governments Bicycle and Pedestrian Master Plan in the amount of $86,190.00 from TP2640 and authorizing the Purchasing Agent to execute same

M5 A Resolution transferring funds in the amount of $8,613.39 from Project Account HUAN01, Street Resurfacing to HU2503, St Improvement Lexington & Saratoga, approving Contract Amendment No. 1 in the amount of $34,341.95 to Doug Vaughn, LLC., for Project No. 25-060, Concrete Improvements – Lexington Road and Saratoga Road and authorizing the Purchasing Agent to execute same

M6 A Resolution awarding a Professional Services Agreement in the amount of $13,200 to Titan Commercial Valuation, LLC, a Texas Limited Liability Company registered to do business in Colorado, for Project No. 25-120 Appraisal Services for ROW Eagleridge and Dillon and authorizing the Purchasing Agent to execute same

M7 A Resolution awarding a construction contract in the amount of $64,888 to Baha Construction, Inc., for Project No. 25-103, Solar Lighting Installation - Arkansas River Trail, setting forth $13,000 for contingencies, and authorizing the Purchasing Agent to execute same

M8 A Resolution transferring funds in the amount of $3,568.75 from Project Account HUAN01, Street Resurfacing to HU2508, Concrete Imp - W 3rd & Court, approving Contract Amendment No. 1 in the amount of $3,917 to Balance Concrete, LLC., for Project No. 25-

078, Concrete Improvements – West 3rd Street and Court Street and authorizing the Purchasing Agent to execute same

M9 A Resolution designating public places for the posting of notice of meetings for the Pueblo City Council for the year 2026

M10 A Resolution designating a public place for the posting of notice of meetings for all boards, commissions, and committees of the City of Pueblo for the year 2026

M11 A Resolution confirming the appointment of City Officials to various boards and commissions for the year 2026

M12 A Resolution ratifying the joint appointment of Jeff Chostner to the Fountain Creek Watershed Flood Control & Greenway District Governing Board

M13 A Resolution requesting the Pueblo Urban Renewal Authority address blighted properties along West Northern Avenue within the Colorado Smelter Urban Renewal Plan Area consistent with the approved Urban Renewal Plan, the Comprehensive Plan, the City Strategic Plan, and the Colorado Smelter Revitalization Plan

M14 A Resolution consenting to participation of the Southern Colorado Building Department in the Colorado Intergovernmental Risk Sharing Agency (CIRSA)

M15 A Resolution confirming the appointment by the Mayor of Steven 'Chris' Noeller to the position of Deputy Mayor

M16 A Resolution directing the Pueblo Urban Renewal Authority to acquire ownership of two parcels located at 420 W Northern Avenue (parcel 1512101003) and 418 W Northern Avenue (parcel 1512101004) for redevelopment purposes

M17 A Resolution adopting and approving the 2026 Standard Construction Specifications and Standard Details for the City of Pueblo, Colorado

M18 A Resolution confirming the appointment by the Mayor of Dr. Kathy Deniro to serve a five-year term expiring February 1, 2031, on the Pueblo Urban Renewal Authority

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance approving the 1st Amendment to the Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation ("City"), and the State of Colorado, acting by and through the Colorado Department of Transportation ("CDOT"), Project BRO M086-096 (24927) for the Union Avenue Bridge Repair Project, decreasing the funding from $125,625 to $0 and Authorizing the Mayor to Execute Same

N2 An Ordinance approving an agreement between the United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services (APHIS) and the City of Pueblo, A Colorado Municipal Corporation, to allow APHIS to conduct wildlife mitigation activities on airport property, and authorizing the Mayor to execute same

N3 An Ordinance entering into an MOU with the Palmer Land Conservancy to support community resources through the Great Outdoors Colorado Trust Fund

N4 An Ordinance approving a Management Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Pueblo Zoological Society, a Colorado Nonprofit Corporation for the management and operation of the Pueblo Zoo

N5 An Ordinance approving a Management Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Nature and Wildlife Discovery Center, a Colorado nonprofit corporation for the management and operation of the Nature Center and Pueblo

Mountain Park

N6 An Ordinance amending Section 1-4-2, Pueblo Municipal Code and Section 13 of Appendix A Legislative Procedures and Rules of Council relating to City Council Regular Meeting commencement time

N7 An Ordinance approving an Appropriation Agreement in the amount of six hundred fifty-four thousand three hundred seventy ($654,370) dollars to provide health services to the Pueblo Community as outlined in an Intergovernmental Agreement between the City of Pueblo and Pueblo County, and authorizing the Mayor to execute same

O. APPROVAL OF CONSENT AGENDA

I move to approve all Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for January 26, 2026, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A Resolution authorizing payment from the council contingencies account in the 2026 general fund budget to Catholic Charities of the Diocese (DBA: Catholic Charities of Southern Colorado) in the amount of $1,000 to sponsor the Espiritu Dinner - Mardi Gras Masquerade Casino Royal at 5:30 PM at the Pueblo Convention Center on February 14, 2026

R. QUASI-JUDICIAL PROCEEDINGS

R1 An Ordinance amending zoning restrictions to rezone 300 W. Abriendo Ave. from R-5, Multiple Residential and Office Zone District to B-2, Subregional Business Zone District - *Introduced December 22, 2025 by Councilor Brett Boston*

R2 An Ordinance approving the Muniz Sunny Heights Subdivision Filing NO.1 - *Introduced December 22, 2025 by Councilor Brett Boston*

S. ORDINANCES – FINAL PRESENTATION

S1 Ordinance approving and authorizing the execution of the operating agreement Federal Transit Administration CO-2025-020-00 of FY2024 section 5307 operating grant, relating award no. CO-2025-020-00, between the City of Pueblo, a Colorado Municipal Corporation, and the United States of America, Department of Transportation, Federal Transit Administration, in the amount of $3,181,584 - *Introduced December 22, 2025 by Councilor Brett Boston*

S2 An Ordinance approving a memorandum of understanding between the City of Pueblo, a Colorado Municipal Corporation and the Pueblo Department of Public Health and Environment relating to art installations on City of Pueblo bus stops and authorizing the Mayor to execute same - *Introduced December 22, 2025 by Councilor Brett Boston*

S3 An Ordinance approving an Intergovernmental Agreement (IGA) between the City of Pueblo, a Colorado Municipal Corporation, and the Federal Highway Administration in the amount of $959,559, transferring $230,069.02 from HUAN01 to PL2403, budgeting and appropriating funds in the amount of $1,189,628.02 and authorizing the Mayor to execute same - *Introduced December 22, 2025 by Councilor Brett Boston*

S4 An Ordinance Suspending the Payment of the Monthly Street Repair Utility Service Charges for Twelve Consecutive Months Beginning With Each Utility Customer's January 2026 Utility Bill - *Introduced December 22, 2025 by Councilor Brett Boston*

S5 An Ordinance approving a grant award agreement between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado, acting by and through the Colorado Department of Natural Resources, to provide wildland fire mitigation crew time to the City, and authorizing the Mayor to execute the same - *Introduced December 22, 2025 by Councilor Brett Boston*

S6 An Ordinance approving a memorandum of understanding between the City of Pueblo, a Colorado Municipal Corporation, and various community agencies establishing the Pueblo Sexual Response Team (SART) and authorizing the Mayor to execute same - *Introduced December 22, 2025 by Councilor Brett Boston*

S7 An Ordinance transferring $1,721,401.66 from Project CI2426 – City Council and Department Relocation Project to Project CI2524 – Memorial Airport Renovations Project for the renovation, upgrade, and expansion of the Pueblo Memorial Airport Terminal - *Introduced December 22, 2025 by Councilor Brett Boston*

S8 An Ordinance transferring $4,288,640 from the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund to Project ED2504 – Memorial Airport Renovations Project to fund, in part, the renovation, upgrade, and expansion of the Pueblo Memorial Airport Terminal - *Introduced December 22, 2025 by Councilor Brett Boston*

S9 An Ordinance approving and adopting a substantial amendment to the City of Pueblo's five-year 2025-2029 Consolidated Plan and the 2025 Annual Action Plan for the Community Development Block Grant (CDBG) and the Home Investment Partnership Act Grant (HOME), Authorizing the Mayor of the City of Pueblo to submit the substantial amendment with all required and necessary certifications assurances, and documentation to the U.S. Department of Housing and Urban Development, and appropriating and budgeting CDBG and HOME funds therefore - *Introduced December 22, 2025 by Councilor Brett Boston*

S10 An Ordinance approving and adopting a substantial amendment to the City of Pueblo's 2024 Annual Action Plan for the Community Development Block Grant (CDBG) and the Home Investment Partnership Act Grant (HOME), authorizing the Mayor of the City of Pueblo to submit the substantial amendment with all required and necessary certifications, assurances, and documentation to the U.S. Department of Housing and Urban Development, and appropriating and budgeting CDBG and HOME funds therefore - *Introduced December 22, 2025 by Councilor Brett Boston*

S11 An Ordinance budgeting and appropriating funds in the amount of $5,000 from the El Pomar Foundation into Project No. CI2520 - Healthy Eating Kitchen Program at the El Centro del Quinto Sol Community Center - *Introduced December 22, 2025 by Councilor Brett Boston*

S12 An Ordinance approving a lease between the City of Pueblo, a Colorado Municipal Corporation and IQor US, Inc., a Delaware corporation for the lease of City owned property located at 317 North Main Street, Pueblo, Colorado 81003 and authorizing the Mayor to execute said lease - *Introduced December 22, 2025 by Councilor Brett Boston*

S13 An Ordinance approving a Deposit Agreement between the City of Pueblo, a Colorado Municipal Corporation and QQ Operating Holding Company, LLC, a Delaware limited liability company - *Introduced December 22, 2025 by Councilor Brett Boston*

S14 An Ordinance approving a CDOT Access Permit Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Martinez Property Holdings, Inc., a New Mexico corporation, and authorizing the Mayor to execute same - *Introduced December 22, 2025 by Councilor Brett Boston*

S15 An Ordinance approving and accepting a Special Warranty Deed from Neighborhood

Housing Services of Pueblo, Inc., a Colorado nonprofit corporation, d/b/a NeighborWorks of Pueblo, n/k/a NeighborWorks Southern Colorado, Inc., a Colorado nonprofit corporation, for 1.75 acres of land in the Pikes Peak Park, Filing No. 1 Subdivision - *Introduced December 22, 2025 by Councilor Brett Boston*

S16 An Ordinance approving, and authorizing the Mayor to execute a Contract To Buy and Sell Real Estate by and between the City of Pueblo, a Colorado Municipal Corporation, and Stanley Rivera and Alvin Rivera Partnership, for the purchase of the property described as 316-322 West Northern Avenue within the City of Pueblo, and budgeting and appropriating funds in the amount of $99,000 from Project CI2113 – ARPA Interest Funds to Project CI2526 – 316-322 W Northern Purchase for the purchase - *Introduced December 22, 2025 by Councilor Brett Boston*

T. COMMUNICATIONS

T1 A Citizen filed an ethics complaint against Councilor Regina Maestri

T2 A Citizen filed an ethics complaint against Councilor Regina Maestri

U. ADJOURN

Proclamation

"Martin Luther King Jr. Day"

January 19, 2026

WHEREAS: Dr. Martin Luther King, Jr., a visionary leader and advocate for civil rights, justice, and equality, dedicated his life to advancing freedom and democracy through the principles of nonviolence; and

WHEREAS: His legacy continues to inspire communities across the nation to strive for justice and uphold the unalienable rights of all people, regardless of race, ethnicity, religion, gender, or economic status; and

WHEREAS: Our 2026 theme is, Mission Possible II: Building Community, Uniting a Nation the Non-Violent Way; and

WHEREAS: Dr. King's teachings remind us that the pursuit of justice and freedom requires not only courage and commitment but also compassion and a deep respect for the dignity of every individual; and

WHEREAS: The City and County of Pueblo recognize the importance of honoring Dr. King's legacy by fostering unity, advocating for equity, and promoting a culture of nonviolence in our community; and

WHEREAS: We stand committed to protecting the freedoms we cherish by working collaboratively to address systemic inequities and ensuring the democratic ideals of equality and justice remain attainable for future generations.

NOW, THEREFORE, WE, the Board of County Commissioners of the County of Pueblo, Colorado, and the City Council of the City of Pueblo, Colorado by the authority vested in us, do hereby proclaim January 19, 2026, as **"Martin Luther King Jr. Day"** in the City and County of Pueblo, and urge all citizens to recommit themselves to the principles of nonviolence and actively engaging in efforts to protect freedom, justice, and democracy.

IN WITNESS WHEREOF, WE have hereunto set our hands and caused the Seals of the City and County of Pueblo, Colorado, to be affixed this 12th day of January 2026.

Mark Aliff
President, City Council

Zach Swearingen
Chairman, Board of County Commissioners

Proclamation

"Pueblo Crime Stoppers Community Safety Recognition Day"

January 12, 2026

WHEREAS: Pueblo Crime Stoppers has served the City of Pueblo for decades, empowering residents to play an active role in crime prevention and public safety. The program provides an anonymous and confidential system for citizens to report criminal activity without fear of retaliation, strengthening trust between the community and law enforcement; and

WHEREAS: Pueblo Crime Stoppers' efforts have directly contributed to solving crimes, recovering stolen property, and enhancing the safety and well-being of Pueblo residents; and

WHEREAS: The volunteers and board members of Pueblo Crime Stoppers dedicate countless hours to fundraising, program development, public outreach, and collaboration with law enforcement; and

WHEREAS: Fundraising efforts support vital community initiatives such as Lights On for Safety, Ride for DICE, and their ability to provide reward payouts to tipsters who help keep Pueblo safe; and

WHEREAS: Pueblo Crime Stoppers stands as a model of civic responsibility, demonstrating how community engagement, law enforcement cooperation, and citizen partnership can work together to build a safer, stronger Pueblo.

NOW, THEREFORE, WE, the Mayor and City Council of the City of Pueblo, Colorado, by the authority vested in us, do hereby proclaim January 12, 2026, as **"Pueblo Crime Stoppers Community Safety Recognition Day"** in the City of Pueblo, Colorado, and commend their outstanding dedication to public safety, commitment to empowering citizens, and their continued efforts to make Pueblo a safer community for all.

IN WITNESS WHEREOF, WE have hereunto set our hands and caused the Seal of the City of Pueblo, Colorado, to be affixed this 12th day of January 2026.



Heather Graham
Mayor of the City of Pueblo

Mark Aliff
President of the City Council

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, DECEMBER 22, 2025 - 7:00 PM

MINUTES

A. CALL TO ORDER

President Aliff called the meeting to order at 7:20 p.m.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Council Members Present: Mark Aliff, Brett Boston, Dennis Flores, Roger Gomez, Joe Latino, Regina Maestri, Sarah Martinez.

Council Members Present via Zoom: None.

Council Members Absent: None.

Administrative Staff Members Present: Mayor Heather Graham, Chief of Staff Brian McCain, City Attorney Carla Sikes, Deputy City Clerk Vincent Petkosek.

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

- Brett Verna - Genera 2
- Sally Moore - Keylime Contract
- Barbara Ripperger - Keylime
- Elvis Martinez (zoom) - Thank you

G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Boston, seconded by Councilor Latino, moved to amend the agenda by postponing S3 to the January 12, 2026, meeting and approve the agenda as amended.

Roll Call - **Ayes:** Councilor Martinez. **Nays:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri. Motion Failed 1-6.

Councilor Boston, seconded by Councilor Gomez, moved to approve the agenda as distributed.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri. **Nays:** Councilor Martinez. Motion Passed 6-1.

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES 120825

Councilor Boston, seconded by Councilor Gomez, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **December 08, 2025,** as distributed.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

K. CONSENT AGENDA

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

L. COMMUNICATIONS

L1 P&Z NOVEMBER 12, 2025 MINUTES

M. RESOLUTIONS

M1 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $269,373.60 TO DOUG VAUGHN, LLC FOR PROJECT NO. 25-111, CONCRETE IMPROVEMENTS - JONES AVENUE (PRAIRIE AVENUE TO LAKE AVENUE), SETTING FORTH $40,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **16194**.

M2 A RESOLUTION ESTABLISHING PROJECT NO. AP2502 - HANGAR DOOR REPLACEMENT 522 SKYWAY, TRANSFERRING FUNDS IN THE AMOUNT OF $197,582.00 FROM PROJECT NO. CI2426 - CITY COUNCIL AND DEPARTMENT RELOCATION PROJECT, AND BUDGETING AND APPROPRIATING SAID FUNDS INTO PROJECT NO. AP2502 HANGAR DOOR REPLACEMENT 522 SKYWAY

This Resolution was assigned as **16195**.

M3 A RESOLUTION SETTING FORTH $70,000 FOR CONTINGENCIES PROJECT 25-066 REMODEL OF RIVERWALK BUILDING

This Resolution was assigned as **16196**.

M4 A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $23,505.00 TO RUSS GRADING AND EXCAVATING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-012 (SWAN03) — FOR EMERGENCY

STORM SEWER POINT REPAIR ON PUEBLO BOULEVARD AND ASTER STREET, APPROVING AMENDMENT NO. 1 TO THE CONTRACT IN THE AMOUNT OF $55,034.56, APPROVING CHANGE ORDER NO. 1 IN THE AMOUNT OF $1,570.79, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

This Resolution was assigned as **16197**.

M5 A RESOLUTION APPROVING AMENDMENT NO. 4 TO THE AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DEMMON DESIGN SERVICES, INC, A REGISTERED COLORADO CORPORATION, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **16198**.

M6 A RESOLUTION APPROVING AND ACCEPTING THE CANVASS AND ABSTRACT OF VOTES CAST AT THE REGULAR MUNICIPAL ELECTION HELD ON NOVEMBER 4, 2025 AS PART OF A COORDINATED ELECTION WITH PUEBLO COUNTY

This Resolution was assigned as **16199**.

M7 A RESOLUTION APPROVING AND ACCEPTING THE CANVASS AND ABSTRACT OF VOTES CAST AT THE SPECIAL MUNICIPAL ELECTION HELD ON MAY 6, 2025 AS PART OF A COORDINATED ELECTION WITH PUEBLO COUNTY

This Resolution was assigned as **16200**.

M8 A RESOLUTION OPTING OUT OF HOUSE BILL 24-1363 CONCERNING MEASURES TO PROMOTE THE USE OF GRAYWATER

This Resolution was assigned as **16201**.

M9 A RESOLUTION ESTABLISHING AN EXPEDITED REVIEW PROCESS FOR AFFORDABLE HOUSING PROJECTS

This Resolution was assigned as **16202**.

M10 A RESOLUTION APPROVING THE PUEBLO URBAN RENEWAL AUTHORITY VENDOR FEE BUDGET FOR THE PUEBLO CONVENTION CENTER AND THE MEMORIAL HALL CAPITAL PROJECTS AND MAINTENANCE FUND, FOR THE CALENDAR YEAR 2025, COMMENCING JANUARY 1, 2026, AND ENDING THE LAST DAY OF DECEMBER 2026

This Resolution was assigned as **16203**.

M11 A RESOLUTION ALLOWING THE SANGRE DE CRISTO ARTS AND CONFERENCE CENTER BOARD OF TRUSTEES TO REDUCE ITS NUMBER OF CITY APPOINTEES BEGINNING IN 2026 AND CONFIRMING THE REAPPOINTMENT BY THE MAYOR OF JUSTIN BOWEN TO SERVE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2028, ON THE SANGRE DE CRISTO ARTS AND CONFERENCE CENTER BOARD OF TRUSTEES

This Resolution was assigned as **16204**.

M12 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF GUY CHABOT AND CHRISTINA TRUJILLO TO SERVE A FOUR-YEAR TERM EXPIRING JANUARY 1, 2030, ON THE HISTORIC PRESERVATION COMMISSION

This Resolution was assigned as **16205**.

M13 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF MARTINE ORR AND OLIVIA ST. ONGE TO COMPLETE A FOUR-YEAR TERM EXPIRING AUGUST 30, 2027, ON THE PUEBLO ADA ADVISORY COMMITTEE

This Resolution was assigned as **16206**.

M14 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF RICK RINGLER AND STACEY QUEEN TO SERVE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2028, AND BRANDON MARTINEZ AS A YOUTH MEMBER TO SERVE A ONE-YEAR TERM EXPIRING DECEMBER 31, 2026, ON THE HUMAN RELATIONS COMMISSION

This Resolution was assigned as **16207**.

M15 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF BILL HICKMAN TO COMPLETE A THREE-YEAR TERM EXPIRING NOVEMBER 1, 2026 ON THE PUEBLO STREETSCAPE ADVISORY COMMITTEE

This Resolution was assigned as **16208**.

M16 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-35) TO THE YMCA OF PUEBLO FOR THE USE OF ONE LANE OF SPAULDING AVENUE AND ONE LANE OF PARKER BOULEVARD FOR THEIR 2025 YMCA HOT CHOCOLATE 5K RUN/WALK AND THE 1K KIDS FUN RUN EVENT

This Resolution was assigned as **16209**.

M17 A RESOLUTION AMENDING SECTION 2 OF RESOLUTION NO. 16175 TO CORRECT AN ERROR RELATED TO FUNDING FOR PROJECT NO. CI2510 - CONVERGYS SITE REDEVELOPMENT

This Resolution was assigned as **16210**.

N. ORDINANCES – FIRST PRESENTATION

N1 ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE OPERATING AGREEMENT FEDERAL TRANSIT ADMINISTRATION CO-2025-020-00 OF FY2024 SECTION 5307 OPERATING GRANT, RELATING AWARD NO. CO-2025-020-00, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, IN THE AMOUNT OF $3,181,584

N2 AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO DEPARTMENT OF PUBLIC HEALTH AND

ENVIRONMENT RELATING TO ART INSTALLATIONS ON CITY OF PUEBLO BUS STOPS AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N3 AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL HIGHWAY ADMINISTRATION IN THE AMOUNT OF $959,559, TRANSFERRING $230,069.02 FROM HUAN01 TO PL2403, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $1,189,628.02 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N4 AN ORDINANCE SUSPENDING THE PAYMENT OF THE MONTHLY STREET REPAIR UTILITY SERVICE CHARGES FOR TWELVE CONSECUTIVE MONTHS BEGINNING WITH EACH UTILITY CUSTOMER'S JANUARY 2026 UTILITY BILL

N5 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 300 W. ABRIENDO AVE. FROM R-5, MULTIPLE RESIDENTIAL AND OFFICE ZONE DISTRICT TO B-2, SUBREGIONAL BUSINESS ZONE DISTRICT

N6 AN ORDINANCE APPROVING THE MUNIZ SUNNY HEIGHTS SUBDIVISION FILING NO.1

N7 AN ORDINANCE APPROVING A GRANT AWARD AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF NATURAL RESOURCES, TO PROVIDE WILDLAND FIRE MITIGATION CREW TIME TO THE CITY, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

N8 AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND VARIOUS COMMUNITY AGENCIES ESTABLISHING THE PUEBLO SEXUAL RESPONSE TEAM (SART) AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N9 AN ORDINANCE TRANSFERRING $1,721,401.66 FROM PROJECT CI2426 – CITY COUNCIL AND DEPARTMENT RELOCATION PROJECT TO PROJECT CI2524 – MEMORIAL AIRPORT RENOVATIONS PROJECT FOR THE RENOVATION, UPGRADE, AND EXPANSION OF THE PUEBLO MEMORIAL AIRPORT TERMINAL

N10 AN ORDINANCE TRANSFERRING $4,288,640 FROM THE 1992-2026 SALES

AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND TO PROJECT ED2504 – MEMORIAL AIRPORT RENOVATIONS PROJECT TO FUND, IN PART, THE RENOVATION, UPGRADE, AND EXPANSION OF THE PUEBLO MEMORIAL AIRPORT TERMINAL

N11 AN ORDINANCE APPROVING AND ADOPTING A SUBSTANTIAL AMENDMENT TO THE CITY OF PUEBLO'S FIVE-YEAR 2025-2029 CONSOLIDATED PLAN AND THE 2025 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE SUBSTANTIAL AMENDMENT WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFORE

N12 AN ORDINANCE APPROVING AND ADOPTING A SUBSTANTIAL AMENDMENT TO THE CITY OF PUEBLO'S 2024 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE SUBSTANTIAL AMENDMENT WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFORE

N13 AN ORDINANCE BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $5,000 FROM THE EL POMAR FOUNDATION INTO PROJECT NO. CI2520 - HEALTHY EATING KITCHEN PROGRAM AT THE EL CENTRO DEL QUINTO SOL COMMUNITY CENTER

N14 AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND IQOR US, INC., A DELAWARE CORPORATION FOR THE LEASE OF CITY OWNED PROPERTY LOCATED AT 317 NORTH MAIN STREET, PUEBLO, COLORADO 81003 AND AUTHORIZING THE MAYOR TO EXECUTE SAID LEASE

N15 AN ORDINANCE APPROVING A DEPOSIT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND QQ OPERATING HOLDING COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY

N16 AN ORDINANCE APPROVING A CDOT ACCESS PERMIT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND

MARTINEZ PROPERTY HOLDINGS, INC., A NEW MEXICO CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N17 AN ORDINANCE APPROVING AND ACCEPTING A SPECIAL WARRANTY DEED FROM NEIGHBORHOOD HOUSING SERVICES OF PUEBLO, INC., A COLORADO NONPROFIT CORPORATION, D/B/A NEIGHBORWORKS OF PUEBLO, N/K/A NEIGHBORWORKS SOUTHERN COLORADO, INC., A COLORADO NONPROFIT CORPORATION, FOR 1.75 ACRES OF LAND IN THE PIKES PEAK PARK, FILING NO. 1 SUBDIVISION

N18 AN ORDINANCE APPROVING, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND STANLEY RIVERA AND ALVIN RIVERA PARTNERSHIP, FOR THE PURCHASE OF THE PROPERTY DESCRIBED AS 316-322 WEST NORTHERN AVENUE WITHIN THE CITY OF PUEBLO, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $99,000 FROM PROJECT CI2113 – ARPA INTEREST FUNDS TO PROJECT CI2526 – 316-322 W NORTHERN PURCHASE FOR THE PURCHASE

O. APPROVAL OF CONSENT AGENDA

Councilor Boston, seconded by Councilor Latino, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for January 12, 2026, and Order the Ordinances to be published BY TITLE.

Roll Call – **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $557,222.00 TO MILLER PIPELINE LLC AND SETTING FORTH $111,444.00 FOR CONTINGENCIES, FOR PROJECT NO. 25-107 (WWAN05) 2025 MANHOLE REHABILITATION PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

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

Elvis Martinez appeared by zoom and spoke in favor of this Resolution.

Councilor Boston, seconded by Councilor Latino, moved to approve the Resolution.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as **16211**.

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO SOUTHERN COLORADO THEATRE COMPANY (DBA STEEL CITY THEATER COMPANY) IN THE AMOUNT OF $2,000 TO SPONSOR THEIR PERFORMING ARTS ACADEMY

A staff report and detailed review of the Resolution was given by Katie Hester, City Council Administrative Assistant.

Councilor Gomez, seconded by Councilor Latino, moved to approve the Resolution.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as **16212**.

R. QUASI-JUDICIAL PROCEEDINGS

R1 AN ORDINANCE VACATING A 91,364 SQUARE FOOT DRAINAGE AND DETENTION EASEMENT LOCATED AT 4080 W. NORTHERN AVE. IN THE PUEBLO METRO-CENTER MALL SUBDIVISION, FILING NO 4, A SPECIAL AREA PLAN

A staff report and detailed review of the Ordinance was given by Beritt Odom, Director of Planning & Community Development. Ms. Odom requested that the Planning & Zoning documents for this item, Case # V25-05 dated November 12, 2025, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the hearing closed.

Councilor Latino, seconded by Councilor Flores, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **11090.**

S. ORDINANCES – FINAL PRESENTATION

S1 AN ORDINANCE ESTABLISHING THE FISCAL YEAR (FY) 2026-2027 PUEBLO URBAN TRANSPORTATION PLANNING PROJECT AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $759,163.14 IN 2026 FOR SAID PROJECT

A staff report and detailed review of the Ordinance was given by Eva Cosyleon, HPO Manager.

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the hearing closed.

Councilor Gomez, seconded by Councilor Flores, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **11091.**

S2 AN ORDINANCE APPROVING A DELEGATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO AREA COUNCIL OF GOVERNMENTS (PACOG) FOR 2026 TRANSPORTATION PLANNING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Eva Cosyleon, HPO Manager.

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the hearing closed.

Councilor Latino, seconded by Councilor Gomez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **11092.**

S3 AN ORDINANCE DESIGNATING 330 SOUTH CITY PARK AVENUE, CITY PARK BATHHOUSE, AS A LOCAL HISTORIC LANDMARK

A staff report and detailed review of the Ordinance was given by Beritt Odom, Director of Planning & Community Development. Ms. Odom requested that the Planning & Zoning documents for this item, Case #PZHPC-25-09 dated, November 12, 2025, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

George Koncojia appeared in person and spoke in favor of this Ordinance.
Brett Verna appeared in person and spoke in favor of this Ordinance.
Ms. Bartolo appeared in person and spoke in favor of this Ordinance.
Laura Campbell appeared in person and spoke in favor of this Ordinance.
Elvis Martinez appeared by zoom and spoke in favor of this Ordinance.

Seeing no one else wishing to speak, President Aliff declared the hearing closed.

Councilor Flores, seconded by Councilor Gomez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri. **Nays:** Councilor Martinez. Motion Passed 6-1.

This Ordinance was assigned as **11093.**

S4 AN ORDINANCE APPROVING A SETTLEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO FOR

THE TERMINATION AND DISSOLUTION OF THE PUEBLO REGIONAL BUILDING DEPARTMENT

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

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the hearing closed.

Councilor Latino, seconded by Councilor Boston, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **11094.**

T. ADJOURN

President Aliff adjourned the meeting at 9:17 p.m.

Respectfully submitted,

Vincent Petkosek
Deputy City Clerk

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

City Clerk's Office Item # M1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION ESTABLISHING PROJECT ACCOUNT HU2514, CONCRETE IMP - JONES AVE PH 2, TRANSFERRING FUNDS IN THE AMOUNT OF $203,068.80 FROM HU2511, CONCRETE IMP - JONES AVENUE TO HU2514, CONCRETE IMP - JONES AVE PH 2, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $173,068.80 TO DOUG VAUGHN, LLC FOR PROJECT NO. 25-117, CONCRETE IMPROVEMENTS - JONES AVENUE (LAKE AVENUE TO ABRIENDO AVENUE), SETTING FORTH $30,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution establishing Project Account HU2514, Concrete Imp - Jones Ave Ph 2, transferring funds in the amount of $203,068.80 from HU2511, Concrete Imp - Jones Avenue to Concrete Imp - Jones Ave Ph 2, and awarding a Construction Contract to Doug Vaughn, LLC for Project No. 25-117 Concrete Improvements — Jones Avenue (Lake Avenue to Abriendo Avenue).

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of the removal and replacement of asphalt, concrete sidewalk, and curb and gutter, the construction of new curb ramps, and other incidental items on Jones Avenue from Lake Avenue to Abriendo Avenue. This Resolution awards the construction contract to Doug Vaughn, LLC.

FINANCIAL IMPLICATIONS:

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

Funds in the amount of $203,068.80 are hereby transferred from HU2511, Concrete Imp - Jones Avenue to HU2514, Concrete Imp - Jones Ave Ph 2.

Funds in the amount of $203,068.80 (contract and contingencies) will be paid from Project Account HU2514, Concrete Imp - Jones Ave Ph 2.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-117 Bid Summary

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

RESOLUTION NO. 16213

A RESOLUTION ESTABLISHING PROJECT ACCOUNT HU2514, CONCRETE IMP - JONES AVE PH 2, TRANSFERRING FUNDS IN THE AMOUNT OF $203,068.80 FROM HU2511, CONCRETE IMP - JONES AVENUE TO HU2514, CONCRETE IMP - JONES AVE PH 2, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $173,068.80 TO DOUG VAUGHN, LLC FOR PROJECT NO. 25-117, CONCRETE IMPROVEMENTS - JONES AVENUE (LAKE AVENUE TO ABRIENDO AVENUE), SETTING FORTH $30,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 25-117 Concrete Improvements - Jones Avenue (Lake Avenue to Abriendo Avenue) have been received and examined; and,

WHEREAS, the proposal of Doug Vaughn, LLC was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 25-117 Concrete Improvements - Jones Avenue (Lake Avenue to Abriendo Avenue) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Account Project HU2514 - Concrete Imp - Jones Ph 2 is hereby established.

SECTION 2.

Funds in the amount of $203,068.80 are hereby transferred from Account Project HU2511 - Concrete Imp - Jones Avenue to Account Project HU2514 - Concrete Imp - Jones Ph 2.

SECTION 3.

The City Council authorizes Project No. 25-117 Concrete Improvements - Jones Avenue (Lake Avenue to Abriendo) to be performed, and the contract for said project is hereby awarded to Doug Vaughn, LLC in the amount of $173,068.80.

SECTION 4.

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

SECTION 5.

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

Contingencies and Additional Work…….$30,000.00

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

SECTION 6.

Funds in the amount of $203,068.80, for the contract and contingencies, shall be from Account Project HU2514, Concrete Imp - Jones Ave Ph 2.

SECTION 7.

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

SECTION 8.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: January 12, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EB0EFC3D43C...
CITY CLERK

City of Pueblo
Purchasing
Naomi Hedden, Director
230 S. Mechanic St., Pueblo, CO 81003

EVALUATION TABULATION

IFB No. 25-117 (HUAN01)

Concrete Improvements - Jones Avenue (Lake Avenue to Abriendo Avenue)

RESPONSE DEADLINE: December 3, 2025 at 10:00 am
Report Generated: Wednesday, December 3, 2025

VENDOR TOTALS

Vendor	Total
Doug Vaughn, LLC	$173,068.80
Lg Contractors	$179,446.17
Cedar Ridge Landscape, Inc	$184,100.50
Wicked Outlaw Construction	$184,807.50
Baha Construction, Inc.	$193,550.00
Finsterwald Landscaping and Irrigation	$204,183.12

BASE BID (Table 1 of 2)

BASE BID					Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Doug Vaughn, LLC		Finsterwald Landscaping and Irrigation		Lg Contractors	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Asphalt	3300	S.F.	$2.00	$6,600.00	$1.25	$4,125.00	$1.60	$5,280.00	$3.36	$11,088.00	$2.20	$7,260.00
X	2	Remove Curb and Gutter	910	L.F.	$2.00	$1,820.00	$5.00	$4,550.00	$4.30	$3,913.00	$8.50	$7,735.00	$2.00	$1,820.00
X	3	Remove Concrete	3319	S.F.	$2.00	$6,638.00	$1.25	$4,148.75	$1.60	$5,310.40	$3.36	$11,151.84	$2.18	$7,235.42
X	4	Remove Reinforced Concrete	742	S.F.	$2.00	$1,484.00	$1.50	$1,113.00	$1.60	$1,187.20	$6.37	$4,726.54	$4.00	$2,968.00
X	5	Remove Curb Head	92	L.F.	$2.00	$184.00	$4.50	$414.00	$4.30	$395.60	$5.04	$463.68	$2.50	$230.00
X	6	Construct Curb Head	613	L.F.	$13.50	$8,275.50	$18.00	$11,034.00	$17.00	$10,421.00	$14.00	$8,582.00	$16.00	$9,808.00
X	7	Construct Curb and Gutter	829	L.F.	$17.50	$14,507.50	$29.00	$24,041.00	$26.00	$21,554.00	$39.00	$32,331.00	$27.00	$22,383.00
X	8	Construct 4" Concrete	5840	S.F.	$7.75	$45,260.00	$7.50	$43,800.00	$6.30	$36,792.00	$7.28	$42,515.20	$5.00	$29,200.00
X	9	Construct 6" Concrete	1684	S.F.	$12.00	$20,208.00	$10.00	$16,840.00	$7.30	$12,293.20	$9.25	$15,577.00	$8.00	$13,472.00
X	10	Construct 7" Reinforced Concrete	2309	S.F.	$15.00	$34,635.00	$13.75	$31,748.75	$13.50	$31,171.50	$13.01	$30,040.09	$10.00	$23,090.00

BASE BID					Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Doug Vaughn, LLC		Finsterwald Landscaping and Irrigation		Lg Contractors	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	11	Construct 2" Asphalt Patch	99	S.F.	$10.00	$990.00	$5.00	$495.00	$4.50	$445.50	$5.30	$524.70	$5.25	$519.75
X	12	Construct Asphalt Roadway Patch	1983	S.F.	$6.00	$11,898.00	$9.00	$17,847.00	$8.80	$17,450.40	$7.31	$14,495.73	$10.00	$19,830.00
X	13	Install 24"x30" Tactile Band	62	EACH	$250.00	$15,500.00	$200.00	$12,400.00	$150.00	$9,300.00	$273.52	$16,958.24	$225.00	$13,950.00
X	14	Install Class 6 Base Material (Place and Compact)	17	TON	$150.00	$2,550.00	$32.00	$544.00	$15.00	$255.00	$117.30	$1,994.10	$40.00	$680.00
X	15	Erosion and Sediment Control	1	LS	$2,500.00	$2,500.00	$300.00	$300.00	$300.00	$300.00	$2,000.00	$2,000.00	$4,000.00	$4,000.00
X	16	Traffic Control	1	LS	$8,000.00	$8,000.00	$3,500.00	$3,500.00	$6,500.00	$6,500.00	$2,000.00	$2,000.00	$14,000.00	$14,000.00
X	17	Mobilization	1	LS	$12,500.00	$12,500.00	$7,200.00	$7,200.00	$10,500.00	$10,500.00	$2,000.00	$2,000.00	$9,000.00	$9,000.00
Total						$193,550.00		$184,100.50		$173,068.80		$204,183.12		$179,446.17

BASE BID (Table 2 of 2)

BASE BID					Wicked Outlaw Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Remove Asphalt	3300	S.F.	$1.00	$3,300.00
X	2	Remove Curb and Gutter	910	L.F.	$1.00	$910.00
X	3	Remove Concrete	3319	S.F.	$1.50	$4,978.50
X	4	Remove Reinforced Concrete	742	S.F.	$4.00	$2,968.00
X	5	Remove Curb Head	92	L.F.	$1.00	$92.00
X	6	Construct Curb Head	613	L.F.	$14.00	$8,582.00
X	7	Construct Curb and Gutter	829	L.F.	$30.00	$24,870.00
X	8	Construct 4" Concrete	5840	S.F.	$5.00	$29,200.00
X	9	Construct 6" Concrete	1684	S.F.	$9.00	$15,156.00
X	10	Construct 7" Reinforced Concrete	2309	S.F.	$13.00	$30,017.00
X	11	Construct 2" Asphalt Patch	99	S.F.	$12.00	$1,188.00
X	12	Construct Asphalt Roadway Patch	1983	S.F.	$12.00	$23,796.00
X	13	Install 24"x30" Tactile Band	62	EACH	$200.00	$12,400.00
X	14	Install Class 6 Base Material (Place and Compact)	17	TON	$50.00	$850.00

BASE BID					Wicked Outlaw Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	15	Erosion and Sediment Control	1	LS	$2,500.00	$2,500.00
X	16	Traffic Control	1	LS	$9,000.00	$9,000.00
X	17	Mobilization	1	LS	$15,000.00	$15,000.00
Total						$184,807.50

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

City Clerk's Office Item # M2

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION CORRECTING THE PROJECT ACCOUNT NUMBER FROM AP2502 TO CI2527 - HANGAR DOOR REPLACEMENT 522 SKYWAY, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $179,620 TO BAHA CONSTRUCTION, INC., FOR PROJECT NO. 25-116, HANGAR DOOR REPLACEMENT - 522 SKYWAY STREET, SETTING FORTH $17,962 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution correcting the Project Account Number from AP2502 to CI2527 - Hangar Door Replacement 522 Skyway, awarding a Construction Contract to Baha Construction, Inc., for Project No. 25-116, Hangar Door Replacement - 522 Skyway Street.

PREVIOUS COUNCIL ACTION:

Resolution 16195, dated December 22, 2025, established Project No. AP2502 - Hangar Door Replacement 522 Skyway and transferred, budgeted and appropriated funds in the amount of $197,582.00 from Project No. CI2426 - City Council and Department Relocation Project.

BACKGROUND:

In general, this project will consist of the removal and replacement of a hangar door and other incidental items at 522 Skyway Street. The Resolution awards the Construction Contract to Baha Construction, Inc.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $197,582.00 will be paid from Account Project No. CI2527 Hangar Door Replacement 522 Skyway.

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-116 Bid Summary

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

RESOLUTION NO. 16214

A RESOLUTION CORRECTING THE PROJECT ACCOUNT NUMBER FROM AP2502 TO CI2527 - HANGAR DOOR REPLACEMENT 522 SKYWAY, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $179,620 TO BAHA CONSTRUCTION, INC., FOR PROJECT NO. 25-116, HANGAR DOOR REPLACEMENT - 522 SKYWAY STREET, SETTING FORTH $17,962 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, bids for Project No. 25-116, Hangar Door Replacement - 522 Skyway Street have been received and examined; and,

WHEREAS, the proposal of Baha Construction, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 25-116 Hangar Door Replacement - 522 Skyway Street to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Project Account AP2502 shall be modified to be CI2527 - Hangar Door Replacement 522 Skyway.

SECTION 2.

The City Council authorizes Project No. 25-116, Hangar Door Replacement - 522 Skyway Street, to be performed, and the contract for said project is hereby awarded to Baha Construction, Inc., in the amount of $179,620.00.

SECTION 3.

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

SECTION 4.

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…….$17,962.00

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

SECTION 5.

Funds for Project No. 25-116 (including contingencies and additional work), in the amount of $197,582.00 shall be from Project Account No. CI2527, Hangar Door Replacement 522 Skyway Project.

SECTION 6.

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

SECTION 7.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: January 12, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDEFC3D43C...
CITY CLERK

City of Pueblo
Purchasing
Naomi Hedden, Director
230 S. Mechanic St., Pueblo, CO 81003

EVALUATION TABULATION

IFB No. 25-116 (AP2502)

Hangar Door Replacement - 522 Skyway Street

RESPONSE DEADLINE: November 25, 2025 at 11:00 am
Report Generated: Tuesday, November 25, 2025

VENDOR TOTALS

Vendor	Total
Baha Construction, Inc.	$179,620.00

TABLE 1

Selected	Line Item	Description	Quantity	Unit of Measure	Baha Construction, Inc.	
					Unit Cost	Total
X	1	Remove Existing Hangar Door	1	LS	$1,420.00	$1,420.00
X	2	Install Hangar Door	1	LS	$166,200.00	$166,200.00
X	3	Mobilization	1	LS	$12,000.00	$12,000.00
Total						$179,620.00

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

City Clerk's Office Item # M3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $161,000 TO ADVANCED REMEDIATION SERVICES, INC., FOR PROJECT NO. 25-121, ABATE AND DEMOLISH - 1310 EAST ROUTT AVENUE, SETTING FORTH $24,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to Advanced Remediation Services, Inc., for Project No. 25-121, Abate and Demolish - 1310 East Routt Avenue.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

In general, this project will consist of an Open-Air Demolition of 1310 East Routt Avenue in Pueblo, Colorado. An Open-Air Variance request has been approved by the Colorado Department of Public Health and Environment. All HAZMAT shall be disposed of in accordance with State and Federal Laws. Contractor shall conform to the approved Scope of Work and Variance Requirements.. The Resolution awards the Construction Contract to Advanced Remediation Services, Inc.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $185,000.00 will be paid from Project Account No. CIAN23 Unsafe Building Demolition.

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-121 Final Bid Summary

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

RESOLUTION NO. 16215

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $161,000 TO ADVANCED REMEDIATION SERVICES, INC., FOR PROJECT NO. 25-121, ABATE AND DEMOLISH - 1310 EAST ROUTT AVENUE, SETTING FORTH $24,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, bids for Project No. 25-121, Abate and Demolish - 1310 East Routt Avenue have been received and examined; and,

WHEREAS, the proposal of Advanced Remediation Services, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 25-121 Abate and Demolish - 1310 East Routt Avenue to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-121, Abate and Demolish - 1310 East Routt Avenue, to be performed, and the contract for said project is hereby awarded to Advanced Remediation Services, Inc., in the amount of $161,000.00.

SECTION 2.

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

SECTION 3.

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…….$24,000.00

SECTION 4.

Funds for Project No. 25-121 (including contingencies and additional work), in the amount of $185,000.00 shall be from Project Account No. CIAN23, Unsafe Building Demolition.

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: January 12, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff
R7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by:
7C02EBDFEC3D43C...
CITY CLERK

Docusign Envelope ID: 667C9D13-FB5A-49CB-BD22-89839F1DBDD9

City of Pueblo
Purchasing
Naomi Hedden, Director
230 S. Mechanic St., Pueblo, CO 81003

EVALUATION TABULATION

IFB No. 25-121 (CIAN23)

Abate and Demolish - 1310 East Routt Avenue

RESPONSE DEADLINE: December 17, 2025 at 11:30 am
Report Generated: Wednesday, December 17, 2025

VENDOR TOTALS

Vendor	Total
Advanced Remediation Services Inc (dba ARS)	$161,000.00
Orion Environmental Inc	$223,500.00
Rockies Environmental and Demolition Services	$256,000.00

TABLE 1

					Advanced Remediation Services Inc (dba ARS)		Orion Environmental Inc		Rockies Environmental and Demolition Services	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Abate and Demolish 1310 East Routt Avenue Site	1	LS	$161,000.00	$161,000.00	$178,800.00	$178,800.00	$172,000.00	$172,000.00
X	2	Mobilization	1	LS	$0.00	$0.00	$22,350.00	$22,350.00	$65,000.00	$65,000.00
X	3	Traffic Control	1	LS	$0.00	$0.00	$11,175.00	$11,175.00	$15,000.00	$15,000.00
X	4	Erosion and Sediment Control	1	LS	$0.00	$0.00	$11,175.00	$11,175.00	$4,000.00	$4,000.00
Total						$161,000.00		$223,500.00		$256,000.00

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Eva Cosyleon, MPO Manager

SUBJECT: A RESOLUTION AWARDING AN AGREEMENT WITH ON-CALL TRANSPORTATION TECHNICAL ASSISTANCE CONSULTANT BOHANNAN HUSTON, INC. TO PREPARE, DEVELOP AND UPDATE PUEBLO AREA COUNCIL OF GOVERNMENTS BICYCLE AND PEDESTRIAN MASTER PLAN IN THE AMOUNT OF $86,190.00 FROM TP2640 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards and authorizes the purchasing agent to execute an agreement with Bohannan Huston, Inc. to Bid 22-069 Pueblo Regional On-Call Transportation Technical Assistance- Bicycle and Pedestrian Master Plan Update.

PREVIOUS COUNCIL ACTION:

Resolution 15128 dated January 23, 2023, approved agreements for technical transportation planning services between PACOG/MPO, the City of Pueblo, and Wilson and Company, Inc., and Bohannon-Huston, Inc for Bid No. 22-069 Pueblo Regional On-Call Transportation Technical Assistance Consulting Services.

Ordinance 11091 dated December 22, 2025, budgeted and appropriated FY 2026-2027 Urban Transportation Planning funds comprised of $373,575 in FY 2026 Federal Highway Administration Consolidated Planning Grant (CPG) funds and estimated carryover funds from FY 2025 FHWA CPG funds in the amount of $385,588.14 for tasks identified in the FY 2026-2027 Unified Planning Work Program (UPWP)

BACKGROUND:

The City has requested proposals from qualified technical transportation planning firms to assist the City with On-Call Transportation Technical Assistance services. Two on-call master contracts were awarded to the following firms: Wilson and Company Inc., and Bohannan-Huston, Inc.

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

The current Project, Bicycle and Pedestrian Master Plan Update is the third project under these master agreements and includes the preparation and development of the Bicycle and Pedestrian Master Plan update that includes assessment of the effectiveness of the current bicycle and trail network, assess gaps and barriers in the network, identify potential improvements to bicycle and trail network, and provide recommendations and implementation for improvements.

Both On-Call Transportation Technical Assistance firms were invited to submit a proposal for the project and various deliverables

FINANCIAL IMPLICATIONS:

Funding in the amount of $86,190.00 will be paid from account TP2640 Consultation Services and Special Projects.

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Denial of this Resolution will cancel this Project and the Pueblo Area Council of Governments participating agencies will not have a document to utilize for the purpose of active transportation planning, policy, and project creation.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 22-069 Agmt Bicycle and Pedestrian Master Plan Update

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

RESOLUTION NO. 16216

A RESOLUTION AWARDING AN AGREEMENT WITH ON-CALL TRANSPORTATION TECHNICAL ASSISTANCE CONSULTANT BOHANNAN HUSTON, INC. TO PREPARE, DEVELOP AND UPDATE PUEBLO AREA COUNCIL OF GOVERNMENTS BICYCLE AND PEDESTRIAN MASTER PLAN IN THE AMOUNT OF $86,190.00 FROM TP2640 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, pursuant to the approved Agreements of On-Call Transportation Technical Assistance, proposals for Bid No. 22-069, Bicycle and Pedestrian Master Plan Update have been requested, received, and examined; and,

WHEREAS, the proposal of Bohannan Huston, Inc. of $86,190 was determined to be the most advantageous to the city, and in the best interest of the City; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Agreement for On-Call Transportation Technical Assistance ("Professional Consulting Services"), a copy of which is attached hereto and made part hereof by reference, by and between City of Pueblo, a Colorado Municipal Corporation and Bohannan Huston, Inc. to provide On-Call Transportation Technical Assistance for the Bicycle and Pedestrian Master Plan Update, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Funding in the amount of $86,190.00 will be paid from account TP2640, Special Projects and Other Transportation Mode Planning

SECTION 3.

The Purchasing Agent is hereby authorized to execute said agreement 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 of the City are authorized to perform any and all acts consistent with this Resolution to implement the policies and procedures described herein.

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: January 12, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
CITY CLERK

PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN CITY OF PUEBLO AND
BOHANNAN HUSTON, INC.

22-069

BICYCLE AND PEDESTRIAN MASTER PLAN UPDATE

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND BOHANNAN HUSTON, INC.

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation (hereinafter referred to as "City") and Bohannan-Huston, a New Mexico Corporation registered to do business in Colorado (hereinafter referred to as "Consultant"), a professional firm for Consultant to render certain professional consulting, design, planning, and related services for City in connection with Bid 22-069 Pueblo Regional On-Call Transportation Technical Assistance - Bicycle and Pedestrian Master Plan Update, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

A. Consultant shall satisfactorily perform professional consulting, design, planning, and related services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Services"). Such Services shall include all usual and customary professional services incidental to the work on the Project. This Agreement follows the selection of Consultant by City pursuant to a Request for Proposals (RFP). All of the requirements of the RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.

B. To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.

C. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

A. Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work including analysis, assessment, designs, documentation, plans, presentations, reporting, research, review, schedules, studies, summaries, tables, technical memoranda, and related services (whether performed by Consultant and/or Consultant's subconsultants and subcontractors), irrespective of City's approval of or acquiescence in same. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and City's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

B. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.

C. Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant represents that Schedule 3 attached hereto is the schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay City's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.

D. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Services described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise City in writing that (1) Consultant considers the work beyond the scope of this Agreement, (2) the reasons that Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by City. The

compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.

E. Consultant acknowledges that, due to the nature of the services for this project, related professional services, and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and subconsultants 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, City shall have the right to object in writing to employment on the Project of any such key person, subconsultant, or assignment of principal responsibility, in which case Consultant will employ alternate personnel for such function or reassign such responsibility to another to whom City has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

3. CITY'S RESPONSIBILITIES

A. City agrees to advise Consultant regarding City's Project requirements and to provide all relevant information, data and previous reports accessible to City which Consultant may reasonably require.

B. City shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind City as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of $5000 or 5% of the maximum agreement price.

C. City shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The City's approval of any designs, documents, plans, presentations, reports, summaries, or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

D. City shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of City and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant

financial impact, when all information reasonably necessary for City to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of City but must be procured from others.

E. Notify Consultant whenever City becomes aware of any substantial development or occurrence which materially affects the scope or timing of Consultant's services.

4. TIME FOR PERFORMANCE

Consultant's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 – "Services" and Section 2 of this Agreement. The proposed work schedule attached as Schedule 3 may be adjusted by mutual agreement of all parties.

5. PAYMENT

A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $86,190.00 in the aggregate as set forth in Schedule 2 "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.

C. 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."

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

E. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all assessments, calculations, data, designs, documentation, plans, presentations, reports, studies, summaries, technical memoranda, and related services, work product and materials, and all other information as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.

B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to 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 Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.

C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and Consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (1) the reasonable value of completed work to City, or (2) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

Designs, documents, plans, presentations, reports, summaries, and all other documents or instruments procured or produced by the Consultant in the performance of this Agreement shall be the sole property of the City and the City is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Consultant agrees that the City shall have access at all reasonable times to inspect and make copies of all communication, notes, designs, documents, plans, presentations, reports, summaries, technical data, reports, and all other documents pertaining to the work to be performed under this Agreement. In the event City uses the information provided hereunder for another project independent from Project, without adaptation by Consultant, City shall hold harmless Consultant from all loss, claims, injury, and judgments arising from the use of such information for such other project.

7.2. Advertising

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

7.3. Equal Employment Opportunity

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

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 City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Planning Department, Attn: Beritt Odom, Director, 211 E. D Street, Pueblo, CO, 81003 with a copy to Planning Department, Attn: Eva Cosyleon, MPO Manager, 211 E. D Street, Pueblo, CO, 81003; or to the Consultant, Bohannan-Huston, Inc., Attn: Denise Aten, Senior Vice President, 9785 Maroon Circle, Suite 140, Englewood, CO, 80112. Either party may change their 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 City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of Bid 22-069 Pueblo Regional On-Call Transportation Technical Assistance (Master Contract) are hereby incorporated herein, and Consultant 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.

7.6. Subcontracts

A. City acknowledges that Consultant is the prime contractor and the only party with whom City has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those subcontract provisions.

B. Consultant shall indemnify and defend City from all claims and demands for payment for services provided by subcontractors of Consultant.

C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of this Agreement to induce City to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to City and receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.7. Successors and Assigns

This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Consultant may be assigned by it without the written consent of the City. 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.

7.8. Amendments

No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representatives of both Consultant and City.

7.9. Choice of Law, Jurisdiction, and Venue

Colorado law, the Pueblo City Charter, the Pueblo Municipal Code, and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference that conflicts with said laws, rules, and regulations shall be null and void. 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 County of Pueblo.

7.10. Severability

If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.11. Appropriations

A. 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 Consultant shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

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

8. DISPUTES

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which the designated Agreement representatives cannot resolve shall be referred in writing to the Mayor's Office for the City for a final determination of the issue. The Parties agree that participation in this administrative procedure shall be a condition precedent to the initiation of litigation, except in the case of an emergency or other conditions that entitle either Party to seek injunctive or emergency relief from a court of competent jurisdiction, in which no participation in the preceding alternative dispute resolution process shall be required.

9. REQUIRED FEDERAL, STATE, AND/OR GRANT PROVISIONS

A. Consultant understands that City may be funding the Project in whole or part with funds provided by the Colorado Department of Transportation (CDOT). Consultant agrees it is subject to and shall comply with all applicable provisions of said CDOT Consolidated Planning Grant for which the contract award has been made and applicable regulations.

B. Consultant shall comply with the CDOT Professional Services Local Agency Civil Rights and Disadvantaged Business Enterprise (DBE) Contract Requirements and the Federal Highway Administration (FHWA) Contract Clauses for City of Pueblo (Non-Construction) included with the Master Contract as Appendix B and any/all other Federal, State, and local laws applicable to its activities.

C. All records with respect to any matters covered by this Agreement shall be available for inspection by City, CDOT, State, and/or Federal entities at any time during normal business hours and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.

D. If any of the work to be performed by Consultant 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 integrated federal or state regulations. By executing this Agreement, Consultant agrees to be bound by all such mandatory federal or state requirements, irrespective of Consultant's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

10. INSURANCE

10.1. Conditions

A. Consultant 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 below.

B. Consultant agrees to hold harmless, defend and indemnify City from and against any liability to third parties, arising out of negligent acts, errors or omissions of Consultant, their employees, subcontractors, and consultants.

10.2. Minimum Requirements

A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed,

Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by 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. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement.

B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. Alternate coverage of combined single limit, each accident, in an amount of not less than $1,000,000 may be accepted at the discretion of the Purchasing Director. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles whether owned, leased, hired or used by Consultant.

C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.

D. Professional Liability Insurance with coverage of not less than $1,000,000 in a form and with a deductible acceptable to City.

10.3. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the City, 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). No term or condition of this Agreement 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.

11. ACCESSIBILITY

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Consultant therefore, will use 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.

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

Consultant certifies that it has complied with the United States Immigration Reform and Control Act of 1986. Consultant represents and warrants that to the extent required by said Act, all persons employed by Consultant for performance of this Agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

13. PERA LIABILITY

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

14. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of 4 pages.
- Schedule 2 - "Fee Schedule" consisting of 1 page.
- Schedule 3 - "Work Schedule" consisting of 2 pages.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 5 pages.

15. SIGNATURE

A. 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.

B. This Agreement, together with all Project Documents incorporated by reference , constitutes the entire Agreement between City and Consultant with respect to their subject matter, and may not be amended a modified except by written document signed by both parties.

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_____
Marisa Stoller, City Clerk

[SEAL]

BOHANNAN HUSTON, INC.

By_____
Denise Aten, Senior Vice President

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

_____
Danny Nunn, Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW

_____
Laura Portis, Assistant City Attorney

Attachments: Schedules 1 – 4 and Additional Information for Agreement

Schedule 1

Scope of Services

Excerpt from Request for Proposal dated November 21, 2025, Section 3

3.1. Objective

A. The PACOG Metropolitan Planning Organization (MPO) is charged with the planning of a robust bicycle and pedestrian network and trail system. It is necessary that this network be safe, easy to use, and compatible with automobile traffic to increase the adoption of bicycles as primary transportation. The goal is to identify infrastructure and policy improvements and modifications which would make the bicycle and trail network safer, more extensive, and encourage the use of cycling as an everyday mode of transportation. Analyze physical barriers in the region that limit the networks' ability to expand or require creative solutions to overcome and provide guidance on further building-out and improving the existing Active Transportation Network.

B. The Consultant shall complete the Bicycle and Pedestrian Master Plan Update within 8 months of fully executed agreement.

C. The City may elect to award any/all phases of the project as City deems necessary, as budget allows, and/or as funding is available.

3.2. Required Scope of Service for the Project

The Bicycle and Pedestrian Master Plan update shall be made up of the following phases:

A. **Phase 1: Project Administration and Management**

1. Create a Project Management Plan that addresses the following topics:
    a. Development and description of project management protocols
    b. Roles and responsibilities of project managers and team members, including a plan for allocating staff time and resources
    c. Workflow relationships between the consultant team and the project contact, and relationships within the consultant team
    d. A data management plan
    e. Quality control and assurance procedures

B. **Phase 2: Assessment of effectiveness of current bicycle and trail network**

1. Compare existing route coverage to a map of popular/high-demand destinations (E.g. Shopping districts, restaurants, parks, specialty shops, tourist areas, etc.)
2. Highlight indirect routes, or routes with a high Level of Traffic Stress (LTS) on existing network

3. Roadway characteristics can be supplied by the MPO, consultant will be tasked with determining LTS
4. Identify existing or potential network “Spine’s” on existing network
5. **Relevant Deliverable(s):**
    a. Updated BPMP Plan

C. **Phase 3: Gaps & Barrier Assessments**

1. Analyze the entire region for barriers which impede expansions and improvements to the bicycle and trail network
    a. Barriers should include right-of-way constraints, geographic barriers, and built-environmental barriers.
2. Study high-volume crossings and intersections that serve as barriers across the existing network
3. **Relevant Deliverable(s):**
    a. Updated BPMP
    b. Include a chapter focused on gaps analysis

D. **Phase 4: Identification of potential improvement to bicycle and trail network**

1. Propose new routes to fill in gaps in the bicycle and trail network
2. Propose alternatives to existing inefficient or unsafe signed routes
3. Propose cost effective improvements to improve safety and comfort along identified “Spine’s”
4. **Relevant Deliverable(s):**
    a. New Bike Map: Simple and Complex
    b. List of corridors with prioritized investment recommendations to be included in updated BPMP

E. **Phase 5: Recommendations and Implementation**

1. Using the results of the assessment, update and condense the list of policy and administrative recommendations for the following categories from the 2020 BPMP:
    a. Education
    b. Encouragement
    c. Enforcement

d. Engineering

e. Evaluation

2. For each policy and administrative recommendation, match to relevant local agencies and organizations for action

3. Condense and update existing materials in the 2020 BPMP into a toolkit for local agencies that sets bicycle infrastructure standards, a cost/benefit analysis on a variety of roadway bicycle treatments, and guidance for bicycle accommodations at intersections.

4. **Relevant Deliverable(s):**

   a. Updated BPMP

   b. Bicycle and Pedestrian Infrastructure toolkit

5. **Format:**

   a. Connectivity Study Report and all relevant appendices in PDF format

   b. GIS shapefiles compatible with ESRI ArcGIS Pro and ArcGIS Online

3.3. Deliverables

All work items and deliverables will require compliance with the federal Infrastructure Investment and Jobs Act (IIJA), Colorado SB 21-260, 2 CCR 601-22, and all other applicable federal and state laws.

1. **Communication**

   1. The Consultant will lead kickoff meetings (virtual and in-person if needed) to review the workplan and discuss project objectives, tasks, approaches, and data needs.

   2. The Consultant should consider hosting an on-bicycle meeting with planner(s), city engineers, and a few local bicyclists to better understand the existing bicycle network, current usability, and the known gaps and challenges needing to be addressed

   3. The Consultant will lead bi-weekly communication (either by zoom, similar virtual meeting, in-person, or email update of progress)

   4. Upon completion of the study, the Consultant will present their findings to the PACOG Board of Directors

2. **Administrative**

   1. Develop a detailed scope of work outlining key steps, processes, and milestones necessary to complete the agreed-upon tasks

   2. Develop a Project Management Plan, including number of goals for proposed project meetings, revised timeline for study, and revised budget (if applicable).

3. Provide bi-weekly progress reports that provide an overview of work conducted during the month
4. Submit reports/documentation for monthly reimbursements
5. Submit technical memorandum that documents work efforts, technical details, and findings associated with the milestones. These documents will then be combined as an appendix included in the final report

3. **Final Product**
    1. Submit a complete pdf document of the updated Bicycle and Pedestrian Master Plan
    2. Include a detailed map of the revised bicycle network and proposed projects, as a pdf and GIS shapefiles
    3. Include a navigation-friendly, printable map of the revised network, as a pdf and GIS shapefiles
    4. Include a toolkit, either in document or as an appendix, that updates existing regional bicycle infrastructure standards and provides cost, benefit, and implementation guidance on different roadway treatments.

3.4. Project Implementation

A. At no time will Consultant be allowed to begin a project phase prior to approval and expect to be reimbursed by City. All project phases shall be assigned and coordinated with the City's Project Manager.

B. Cost overages during the project must be pre-authorized and obtain written approval of the City's Project Manager.

Schedule 2

Fee Schedule

Consultant's Response to Request for Proposal dated December 19, 2025,
Pricing Proposal

PRICING OF EACH PHASE - NOT TO EXCEED

Line Item	Description	Unit of Measure	Unit Cost
1	Phase 1: Project Administration and Management	Not To Exceed	$8,990.00
2	Phase 2: Assessment of effectiveness of current bicycle and trail network	Not To Exceed	$20,465.00
3	Phase 3: Gaps & Barrier Assessments	Not To Exceed	$15,810.00
4	Phase 4: Identification of potential improvement to bicycle and trail network	Not To Exceed	$20,215.00
5	Phase 5: Recommendations and Implementation	Not To Exceed	$20,710.00
	Total		**$86,190.00**

Schedule 3

Work Schedule

Consultant's Response to Request for Proposal dated December 19, 2025, Pages 27 – 28

Capacity and Availability

The BHI team has the availability to begin immediately on the Bicycle and Pedestrian Master Plan Update, and the planners identified in this proposal are the same core staff who will remain on-task for PACOG for the duration of the project.

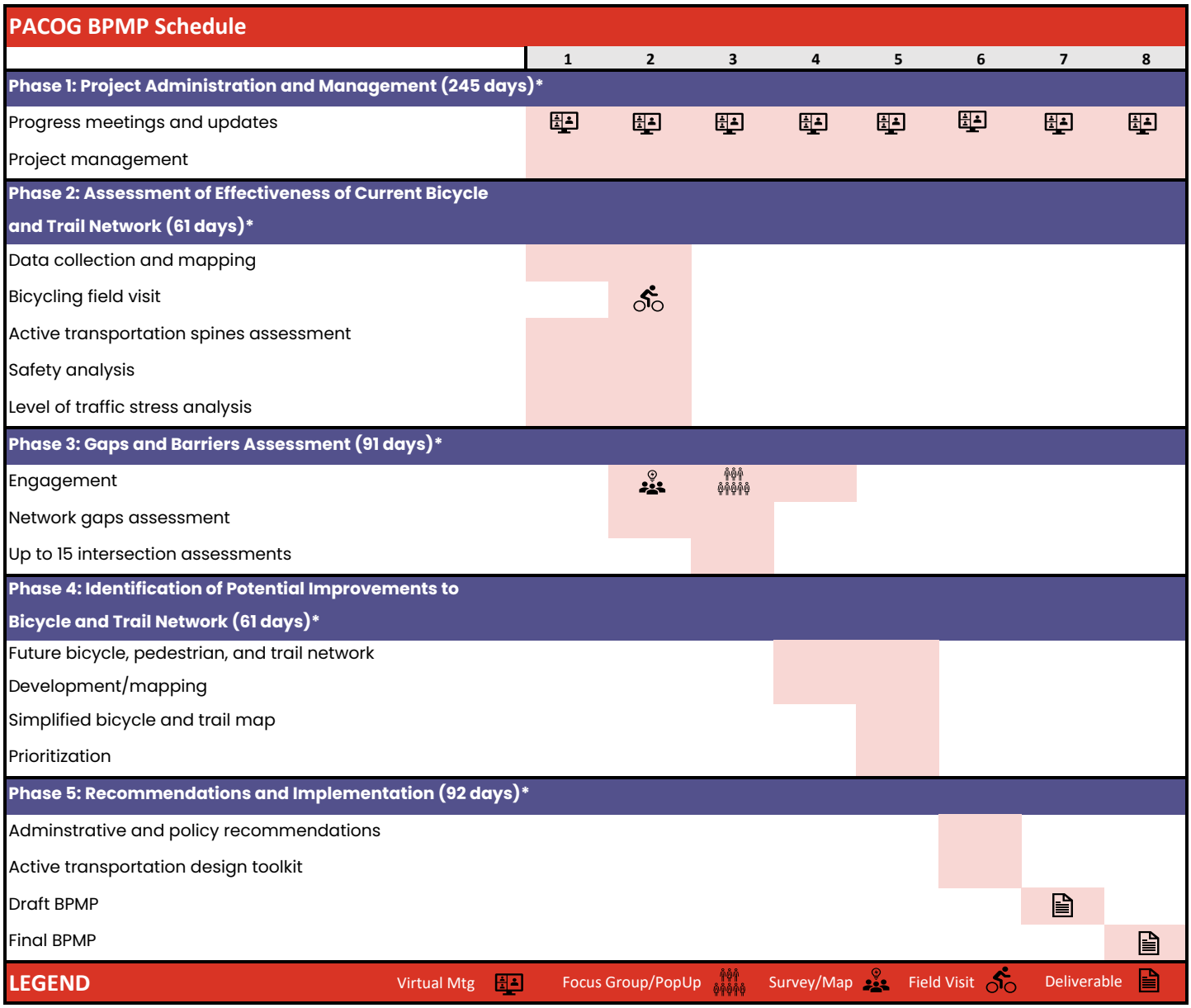
The BHI team's specialized experience in multimodal transportation planning and public engagement is well aligned with the needs of the BPMP Update. Résumés for key team members, identified by name and role in the organization chart, are provided under Section 2.8 Additional Information of this proposal. The organization chart shows the structure of the team, with Denise as the Principal-in-Charge, Derrick Webb as Project Manager, and Clare Haley as Lead Planner, supported by technical staff who will contribute to data collection and analysis, network development, design concepts, and implementation strategies.

BHI intentionally structured a leadership team to provide continuity and backup. Denise and Derrick together provide dual coverage for project leadership and staff coordination, so that key decisions, reviews, and communications are not dependent on any single individual.

We anticipate that all key staff will remain with BHI for the duration of the project. If unforeseen circumstances require a staffing change, BHI has sufficient depth in planning and engineering staff to assign equally qualified personnel, in consultation with the City and PACOG, without interrupting progress. A preliminary timeline for the BPMP Update project is included on the following page.



Project Timeline



*Days listed are totals for each project phase. Please note that there will be overlap across project phases

Schedule 4

Identification of Personnel, Subcontractors, and Task Responsibility

Consultant's Response to Request for Proposal dated December 19, 2025, Pages 31 – 35

Key Staff

An organizational chart and brief résumés of key staff are included below. Our organizational chart identifies the key team members who will execute the scope of work. Most will be familiar to PACOG and City of Pueblo staff from their current or past work with you, including on the PACOG Long-Range Transportation Plan. Our team brings not only depth of expertise, but familiarity with mobility and multimodal transportation challenges and needs in the PACOG region. Although not listed here, BHI engineers are available to collaborate with our planning team to ensure recommendations are feasible and reasonable.

Key Staff / Teaming Partners

*New staff / teaming partner denoted with ★



Denise Aten, AICP
Principal-in-Charge

Denise has more than 30 years of experience as a senior transportation and environmental planner working with numerous rural and larger communities throughout Colorado. She partners with clients to capture the community's vision and then develop action items to help them achieve it.

Derrick Webb, AICP
Project Manager



Derrick has supported Colorado communities for nearly 15 years. Skilled in long- and short-range planning, Derrick has substantial experience facilitating a variety of planning processes through to a cohesive goal, often coordinating stakeholders with competing priorities and obtaining consensus.



Casidhe Shetter ★
Planner



Curtis Sanders
Planner



Ciaran Lithgow ★
Planner



Autumn Falstad ★
Planner



Clare Haley, AICP
Lead Planner

DENISE ATEN, AICP



Principal-in-Charge

Experience: 30+ years | Registration AICP #023292 | Education: MS Environmental Planning, BA Mathematics and Economics

Denise has more than 30 years of transportation planning experience, including the implementation of a wide range of infrastructure, land use, and environmental planning projects. Her work emphasizes multimodal transportation planning, public and stakeholder engagement, interagency coordination, and identifying community-driven benefits. She has partnered with communities across Colorado and New Mexico to complete bicycle and pedestrian master plans, trail crossing guides, complete streets corridor studies, and pedestrian safety action plans, to name a few. As Principal-in-Charge, Denise provides strategic oversight, quality assurance, and executive leadership for project teams. Over the past year, she has also supported the PACOG LRTP, contributing high-level guidance that integrates regulatory expectations, multimodal best practices, and community mobility priorities.

Across her portfolio, Denise has prepared trainings and developed decision-making tools that help clients identify appropriate multimodal improvements, prioritize safety investments, and plan for a variety of future scenarios. She also has extensive experience implementing equitable and culturally responsive outreach programs, informed by her work on bi-national, multi-lingual, and multi-cultural initiatives. With the support of her planning team, she has developed a comprehensive outreach toolbox that incorporates a range of virtual and online applications to safely and effectively collect, document, and address stakeholder and community input.

DERRICK WEBB, AICP



Project Manager

Experience: 14 years | Registration AICP #027364 | Education: Master of Urban and Regional Planning, MS Info. and Comm. Technology, BA Architecture

Derrick is a Senior Planner with more than 14 years of experience working throughout Colorado and New Mexico. He has managed a wide range of transportation planning initiatives, including bicycle and pedestrian master plans, action plans, multimodal transportation plans, land use code updates, design standard updates, corridor studies, and transit-oriented development area plans for communities of varying size and complexity.

He is skilled in both long- and short-range planning, with specialized experience coordinating federal funding with planning processes and infrastructure implementation. His background includes data collection and analysis, socioeconomic research, scenario planning, project management, professional writing and documentation, public engagement, and meeting facilitation.

Derrick currently serves as the project manager supporting the Pueblo region on the development of the 2050 PACOG Moves the Region LRTP, providing current, interconnected, and regionally grounded experience that directly informs multimodal planning efforts - including projects like the bicycle and pedestrian master plan update.

Over his career, Derrick has built a strong skill set in helping communities identify appropriate transportation strategies and implement programs, subsidies, and policy updates that advance their mobility goals.

CLARE HALEY, AICP



Planning Lead

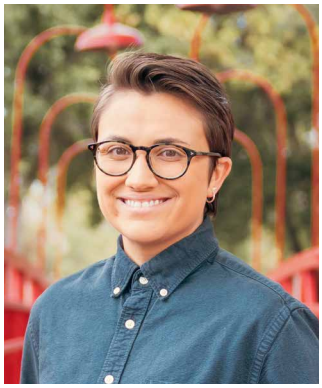
Experience: 4 years | Registration AICP #035080 | Education: Master of Community and Regional Planning, BA International Studies

Clare Haley manages multimodal transportation projects with a focus on developing feasible and actionable plans. She is skilled at bridging the gap between planning and engineering, prioritizing client goals at every stage of a project while ensuring that planning concepts consider engineering constraints. Clare brings this approach to Complete Streets corridor studies, safety action plans, bicycle and pedestrian-focused plans, and trail alignment studies. She emphasizes data-driven strategies by relying on crash data, peer-reviewed research, and established best practices.

Clare balances her technical approach with effective engagement strategies by developing easy-to-understand outreach materials and listening with empathy to align plan priorities and recommendations to community values. Clare is a dynamic speaker and has presented at national, state, and local conferences on bicycle and pedestrian facility design, public outreach best practices, and innovative strategies for prioritizing safety improvements.

Before becoming a planner, Clare was a bicycle mechanic. She has seven bicycles in her garage and spends her spare time riding and repairing them.

CIARAN LITHGOW



Planner

Experience: 8 years | Education: Masters of Community and Regional Planning, BA American Studies & Political Science

Ciaran brings a strong cross-disciplinary skill set to the BHI planning team, combining private-sector development experience with public-sector expertise in transportation planning, community redevelopment, and local policy development and analysis. They are skilled at managing complex projects involving large, interdisciplinary teams and excel at fostering collaboration while providing clear, consistent leadership.

Ciaran's work often involves bridging the gap between engineering constraints and a project's broader vision. Key skills include identifying potential challenges early, aligning technical realities with community goals, and helping deliver solutions that are both practical and impactful. They are committed to ensuring that client projects are achievable, time-bound, and structured to create long-term value for stakeholders.

Ciaran has developed strategies for a variety of economic and place-based development plans, tailoring recommendations to local context and community potential. Their approach integrates data and market analysis, stakeholder engagement, and funding research to help communities activate and realize their desired future.

As the Deputy Project Manager for the PACOG LRTP, Ciaran has been integral to maintaining project momentum and ensuring the team remains on track to meet major milestones and deadlines. In this role, they provide day-to-day coordination, support task delivery across disciplines, and reinforce quality and consistency throughout the planning process.

AUTUMN FALSTAD



Planner

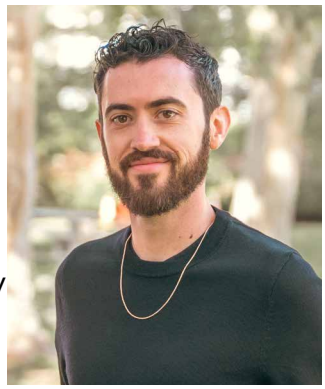
Experience: 3 years | Education: BA Geography

When she isn't snowboarding or exploring the mountains, Autumn's time is dedicated to her work as a planner for BHI. Versed in ArcGIS Pro, she prides herself on being organized and detailed; she is able to add a hint of aesthetics to any map, while providing all the technical information needed to complete the project. Autumn also brings an understanding of sustainability measures in urban and regional planning and strives toward creating environmentally conscious plans.

In support of public and stakeholder coordination, Autumn is highly organized and thorough. She applies her planning skills to create effective and efficient ways to collect input and then follows up with a comprehensive approach to documentation and communication. Autumn's experience includes supporting an initiative led by Central Federal Lands and Eastern Federal Lands, in conjunction with the National Park Service, to study the possible rail expansion through the Cuyahoga Valley National Park. She supported the stakeholder coordination effort by managing logistics and documentation with consistent and effective communication with all stakeholders. She also leads BHI teams in creating GIS-based interactive maps for easy and efficient comment collection during the outreach process.

Autumn's expertise lies in her ability to support the team's work in affordable transportation plans and streetscape plans through extensive research, preliminary data collection, and public outreach material development.

CURTIS SANDERS



Planner

Experience: 7 years | Education: Master of Community and Regional Planning, BA History

Curtis is an integral team member in many planning initiatives, featuring a variety of different sizes and scopes, ranging from statewide transportation plans to individual site-specific studies. He brings a wide collection of skills, including the ability to create engaging graphics, research best management practices, conduct data analysis and manipulation, and produce concise plan writing. As a web designer, he also ensures that the project's online presence is easily accessible, visually appealing, and engaging. Curtis is also a regular representative of BHI at public meetings, where he provides an approachable and knowledgeable presence at community meetings, open houses, and other engagement events. Ultimately, this experience helps him relate to the public's concerns, better analyze the data, and provide more knowledgeable solutions to complex planning issues.

Curtis regularly uses his graphic skills to improve the visual appeal of BHI's planning products, using infographics to tell a data-driven story, branding to create intrigue and consistency throughout the public engagement process, and renderings to bring conceptual projects to life for the viewer.

CASIDHE SHETTER



Planner

Experience: 2 years | Education: Masters Community Planning (Urban Planning), BA English

Casidhe is a planner at BHI with a passion for helping communities of all sizes meet their design and planning goals. She centers equity and safety in every project, whether she is working on transportation plans, campus plans, or design guides. With strong skills in both writing and data analysis, Casidhe brings insight and purpose to each phase of the planning process.

Casidhe's strengths shine in public and stakeholder engagement. She leverages interactive, data-driven engagement strategies that have supported projects such as the Carlsbad Long Range Transportation Plan and the PACOG LRTP. From managing logistics and creating compelling materials, to facilitating communication and collecting meaningful input, she ensures that community voices are heard and integrated into plan recommendations.

Additional Information for Agreement

Proposer's Agreement to Special Funding Requirements System for

Award Management (SAM.gov) Registration

Certificate of Good Standing

Insurance Certificate(s) - to be updated prior to signature

CERTIFICATION REGARDING
BYRD ANTI-LOBBYING

Award of $100,00 or more; 2 CFR, Part 200, Appendix II(I)

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 Contractor signed below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False claims and Statements, apply to this certification and disclosure, if any.

Contractor Company Name: Bohannan Huston, Inc.

Signature: Denise Aten Date: 12/19/2025

Printed Name/Title: Denise Aten, Senior Vice President

SAM.GOV®

BOHANNAN-HUSTON, INC.

REVIEWED
By Christina Garcia at 8:58 am, Dec 30, 2025

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
Y6M3T17EP543	**3ZXA6**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Feb 17, 2026**	
Physical Address	Mailing Address	
10303 E Dry Creek RD STE 250 **Englewood, Colorado 80112-1582** **United States**	**10303 E Dry Creek RD STE 250** **Englewood, Colorado 80112-1582** **United States**	

Business Information

Doing Business as	Division Name	Division Number
Bohannan Huston, Inc.	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Colorado 06	**New Mexico / United States**	**https://www.bhinc.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Feb 19, 2025	**Feb 17, 2025**	**May 24, 2005**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Nov 10, 2004	**Mar 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.gov) 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 displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

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**	**(blank)**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**3ZXA6**

Points of Contact

Electronic Business

DAVID LARSON

7500 Jefferson ST. NE
Albuquerque, New Mexico 87109
United States

Government Business

DENISE ATEN

10303 E Dry Creek RD STE 250
Englewood, Colorado 80112
United States

BRUCE STIDWORTHY

7500 Jefferson ST. NE
Albuquerque, New Mexico 87109
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541330**	**Engineering Services**
	541350	**Building Inspection Services**
	541370	**Surveying And Mapping (Except Geophysical) Services**
	541430	**Graphic Design Services**
	541511	**Custom Computer Programming Services**
	541512	**Computer Systems Design Services**
	541513	**Computer Facilities Management Services**
	541519	**Other Computer Related Services**
	541620	**Environmental Consulting Services**
	541715	**Research And Development In The Physical, Engineering, And Life Sciences (Except Nanotechnology And Biotechnology)**

Product and Service Codes

PSC	PSC Name
AH34	**R&D- Environmental Protection: Water Pollution (Engineering Development)**
C219	**Architect And Engineering- General: Other**
C220	**Architect And Engineering- General: Structural Engineering**
C222	**Architect And Engineering- General: Electrical Systems**
C223	**Architect And Engineering- General: Mechanical Systems**
R425	**Support- Professional: Engineering/Technical**

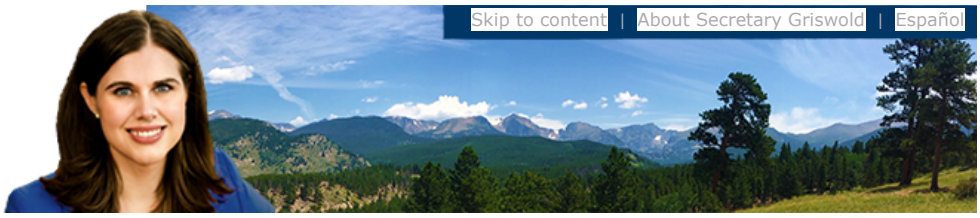
Disaster Response

Yes, this entity appears in the disaster response registry.

No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

States	Counties	Metropolitan Statistical Areas
Colorado	**(blank)**	**(blank)**



Summary

For this Record...

Filing history and documents
Get a certificate of good standing
File a form

Subscribe to email notification
Unsubscribe from email notification
Subscribe to text notification
Unsubscribe from text notification

Business Home

Business Information
Business Search

FAQs, Glossary and Information

Details			
Name	BOHANNAN-HUSTON,INC.		
Status	Good Standing	**Formation date**	01/24/2005
ID number	20051036417	**Form**	Foreign Corporation
Periodic report month	January	**Jurisdiction**	New Mexico
Principal office street address	7500 Jefferson St NE, Albuquerque, NM 87109, US		
Principal office mailing address	7500 Jefferson St NE, Albuquerque, NM 87109, US		

Registered Agent	
Name	BOHANNAN-HUSTON,INC.
Street address	10303 E Dry Creek Rd Ste 250, Englewood, CO 80112, US
Mailing address	10303 E Dry Creek Rd Ste 250, Englewood, CO 80112, US

Filing history and documents
Get a certificate of good standing
Get certified copies of documents
File a form
Set up secure business filing
Subscribe to email notification
Unsubscribe from email notification
Subscribe to text notification
Unsubscribe from text notification

Back

Terms & conditions | Accessibility statement | Browser compatibility

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,

BOHANNAN-HUSTON,INC.

is an entity formed or registered under the law of New Mexico , 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 20051036417 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/23/2025 that have been posted, and by documents delivered to this office electronically through 12/29/2025 @ 12:23:59 .

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 12/29/2025 @ 12:23:59 in accordance with applicable law. This certificate is assigned Confirmation Number 18025316 .

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's website 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 website, https://www.coloradosos.gov/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 website, https://www.coloradosos.gov click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

City Clerk's Office Item # M5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $8,613.39 FROM PROJECT ACCOUNT HUAN01, STREET RESURFACING TO HU2503, ST IMPROVEMENT LEXINGTON & SARATOGA, APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $34,341.95 TO DOUG VAUGHN, LLC., FOR PROJECT NO. 25-060, CONCRETE IMPROVEMENTS – LEXINGTON ROAD AND SARATOGA ROAD AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution transfers $8,613.39 from HUAN01 to HU2503 and approves Contract Amendment No. 1 in the amount of $34,341.95 to Doug Vaughn, LLC, for Project 25-060, Concrete Improvements – Lexington Road and Saratoga Road.

PREVIOUS COUNCIL ACTION:

Resolution 16019, dated June 23, 2025, awarded a Construction Contract, in the amount of $186,059.50, to Doug Vaughn, LLC, and set forth $30,000.00 for contingencies and additional work, for Project No. 25-060, Concrete Improvements – Lexington Road and Saratoga Road.

BACKGROUND:

The original project, awarded to Doug Vaughn, LLC, consisted of installing ADA curb ramps, sidewalks and curb and gutters on Lexington Road and Saratoga Road. Contract Amendment No. 1 reflects the cost to provide additional sidewalk and curb and gutter as well as removal of 10 dump truck loads of tree roots. The cost of the additional work exceeds the threshold for administrative approval of a change order and a contract amendment will be required to award and complete the additional work.

This Resolution approves an amendment to increase the contract award amount previously awarded to Doug Vaughn, LLC.

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

FINANCIAL IMPLICATIONS:

Funding in the amount of $8,613.39 will be transferred from Account Project HUAN01, Street Resurfacing into Account Project HU2503, St Improvement Lexington & Saratoga.

Funding in the amount of $34,341.95, will be paid from Project Account HU2503, Street Improvements - Lexington & Saratoga

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution would cancel the additional work necessary to complete the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-060 Concrete Improvements-Lexington Rd and Saratoga Rd - Amendment No 1

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

RESOLUTION NO. 16217

A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $8,613.39 FROM PROJECT ACCOUNT HUAN01, STREET RESURFACING TO HU2503, ST IMPROVEMENT LEXINGTON & SARATOGA, APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $34,341.95 TO DOUG VAUGHN, LLC., FOR PROJECT NO. 25-060, CONCRETE IMPROVEMENTS – LEXINGTON ROAD AND SARATOGA ROAD AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, a Construction Contract was awarded to Doug Vaughn, LLC, under Contract Number 25-060; and

WHEREAS, a contract amendment is requested for the purpose of completing additional sidewalk, curb and gutter and removal of 10 dump truck loads of tree roots to complete the project; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of $8,613.39 are hereby transferred from Account Project HUAN01 Street Resurfacing to Account Project HU2503 St Improvement Lexington & Saratoga

SECTION 2.

Contract Amendment No. 1 to the Construction Contract for Concrete Improvements – Lexington Road and Saratoga Road with Doug Vaughn, LLC, Project No. 25-060, in the amount of $34,341.95, 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 the Amendment.

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 same.

SECTION 4.

Funds in the amount of $34,341.95 shall be from Project Account HU2503, Street Improvements - Lexington & Saratoga.

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

SECTION 5.

The officers and staff of the City of Pueblo are authorized to perform any and all acts consistent with this Resolution and the Amendment to implement the policies and procedures described herein. Furthermore, all actions previously taken by officers and staff of the City consistent with the Amendment, including any payments authorized under the contract, are hereby ratified.

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: January 12, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Alliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02E8DFEC3043C...
CITY CLERK

AMENDMENT NO. 1 TO
CONSTRUCTION CONTRACT

This Amendment No. 1 to a construction contract ("Amendment") is executed to be effective as of January 13, 2026, by and between the City of Pueblo, a Colorado Municipal Corporation ("City") and Doug Vaughn, LLC, a Colorado Limited Liability Company ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated July 8, 2025, for Project 25-060 (HUAN01) Concrete Improvements - Lexington Road and Saratoga Road, the "Construction Agreement"; and

WHEREAS, City and Contractor desire to amend the Construction Agreement subject to the terms and conditions set forth herein.

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

1. The Request for Quotation for additional work attached hereto, and labelled Exhibit 1, is hereby accepted and approved. The Construction Agreement is amended to incorporate all additional work to be performed as contemplated by and at the prices set forth in the Request for Quotation. Contractor shall perform all such work subject to and consistent with all requirements and provisions of the Construction Agreement. Contractor shall perform all acts necessary or required as a result of this Amendment, including, but not limited to, furnishing Performance and Payment Bonds in compliance with Section 5.20 of the Invitation for Bid. The Performance and Payment Bonds shall be in the total amount of $250,401.45, which amount includes the original contract amount of $186,059.50, Change Order No. 1 in the amount of $30,000.00, and the additional contract amount of $34,341.95 contemplated by the additional work to be performed under this Amendment. The time for completion of all work under the Construction Agreement including the additional work to be performed under this Amendment shall not be increased.

2. Except as expressly modified by this Amendment, the Construction Agreement shall remain in full force and effect. Except as modified by this Amendment, any obligations to be performed under the Construction Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Construction Agreement as it existed prior to this Amendment.

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

DOUG VAUGHN, LLC

By _____
Doug Vaughn, Managing Member

CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

By _____
Naomi Hedden, Director of Purchasing

ATTEST:

_____
Marisa Stoller, City Clerk

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

_____
Danny Nunn, Director of Finance

APPROVED AS TO FORM DEPARTMENT OF LAW:

_____
Robert P. Jagger, Deputy City Attorney

EXHIBIT 1
REQUEST FOR QUOTATIONS

Project 25-060 (HUAN01) Concrete Improvements - Lexington Road and Saratoga Road

The undersigned hereby proposes to furnish all labor, materials, tools, equipment, and all utility/transportation services necessary to perform and complete, in an industry acceptable and professional manner, construction in accordance with the plans and specifications as prepared by or for the City of Pueblo, Colorado, for the sums set forth in the following schedule:

Additional Work Items	Quantity	Grand Total for Additional Work
• Additional Sidewalk and Curb and Gutter • Remove 10 Dump Truck Loads of Tree Rootsll	Lump Sum	$34,341.95

(Thirty Four Thousand Three Hundred Forty One Dollars and 95/100----------($34,341.95)

The undersigned has examined the quantities shown against the plans and specifications and accepts the said quantities as substantially correct, both as to classification and amount, and as correctly listing the work to be completed. The City is not responsible for bidding errors resulting from Contractor's failure to follow this requirement.

DOUG VAUGHN, LLC

By: _____
Doug Vaughn, Managing Member

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

City Clerk's Office Item # M6

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF $13,200 TO TITAN COMMERCIAL VALUATION, LLC, A TEXAS LIMITED LIABILITY COMPANY REGISTERED TO DO BUSINESS IN COLORADO, FOR PROJECT NO. 25-120 APPRAISAL SERVICES FOR ROW EAGLERIDGE AND DILLON AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards a Professional Services Agreement to Titan Commercial Valuation, LLC, to render professional appraisal and related services for the right-of-way acquisition at the intersection of Eagleridge Boulevard and Dillon Drive. Titan Commercial Valuation, LLC, was determined to be the most responsible bidder and will be awarded a contract in the amount of $13,200.00.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City of Pueblo was awarded a Highway Safety Improvements Project (HSIP) through the Colorado Department of Transportation (CDOT). The grant funds, along with the allocated 2018 General Funds, will be used to design and construct a traffic roundabout in the intersection of Dillon Drive and Eagleridge Boulevard in the City of Pueblo. The roundabout will provide a free flow condition for all turning movements and will eliminate stop signs. Additionally, the median and concrete curb and gutter, striping and appropriate signage will be installed on all four quadrants to delineate lanes and instruct drivers. Crosswalks, curb ramps, landscaping, and other appurtenances will also be installed.

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

Appraisal services are required for permanent right-of-way (ROW) acquisition and acquisition of temporary easements for roadway widening necessary to construct a roundabout at the intersection of Eagleridge Boulevard and Dillon Drive. The additional right-of-way and the required temporary easements are designated as RW-01 and RW-03 (permanent ROW acquisitions); and TE-1 and TE-03 (temporary easements), respectively.

This Resolution awards the Professional Services Agreement to Titan Commercial Valuation, LLC.

FINANCIAL IMPLICATIONS:

Funding in the amount of $13,200.00 will be paid from Project Account CI1819 – Dillon and Eagleridge Roundabout.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

Denial of this Resolution will preclude the City from awarding the contract and proceeding with the acquisition services for the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-120 Titan Appraisal Agmt

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

RESOLUTION NO. 16218

A RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF $13,200 TO TITAN COMMERCIAL VALUATION, LLC, A TEXAS LIMITED LIABILITY COMPANY REGISTERED TO DO BUSINESS IN COLORADO, FOR PROJECT NO. 25-120 APPRAISAL SERVICES FOR ROW EAGLERIDGE AND DILLON AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, the Proposal of Titan Commercial Valuation, LLC, for Project No. 25-120 Appraisal Services for ROW Eagleridge and Dillon, has been received and examined; AND,

WHEREAS, the Proposal of Titan Commercial Valuation, LLC, was determined to be the most advantageous to the City of Pueblo, and in the best interest of the City of Pueblo, based on the evaluation factors set forth in the Request for Proposals; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-120 Appraisal Services for ROW Eagleridge and Dillon to be performed, and the contract for said services is hereby awarded to Titan Commercial Valuation, LLC, in the amount of $13,200.00.

SECTION 2.

Funds for said Agreement shall be paid from Project Account CI1819 - Dillon and Eagleridge Roundabout

SECTION 3.

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

SECTION 4.

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

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: January 12, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02E8DFEC3D43C...
CITY CLERK

PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN CITY OF PUEBLO AND
TITAN COMMERCIAL VALUATION

25-120

APPRAISAL SERVICES FOR ROW EAGLERIDGE AND DILLON

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND TITAN COMMERCIAL VALUATION

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation (hereinafter referred to as "City") and Titan Commercial Valuation, LLC, a Texas Limited Liability Company registered to do business in Colorado (hereinafter referred to as "Consultant"), a professional firm for Consultant to render certain professional appraisal and related services for City in connection with Bid 25-120 Appraisal Services for ROW Eagleridge and Dillon, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

A. Consultant shall satisfactorily perform professional appraisal and related services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Services"). Such Services shall include all usual and customary professional services incidental to the work on the Project. This Agreement follows the selection of Consultant by City pursuant to a Informal Bid Request (Informal Bid). All of the requirements of the Informal Bid are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.

B. To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.

C. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

A. Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work (including that performed by Consultant's subconsultants and subcontractors), and including drawings, reports, and other services, irrespective of City's approval of or acquiescence in same. Consultant shall be responsible, in accordance with

applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and City's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

B. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.

C. Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant and City shall create a mutually acceptable work schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay City's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.

D. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Services described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise City in writing that (1) Consultant considers the work beyond the scope of this Agreement, (2) the reasons that Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.

E. Consultant acknowledges that, due to the nature of the services for this project, related professional services, and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Within 10 days of execution of this Agreement, City shall have the right to object in writing to employment on the Project of any key person, subconsultant, or assignment of principal responsibility, in which case Consultant will employ alternate personnel for such function or reassign such responsibility to another to whom City has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

3. CITY'S RESPONSIBILITIES

A. City agrees to advise Consultant regarding City's Project requirements and to provide all relevant information, data and previous reports accessible to City which Consultant may reasonably require.

B. City shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind City as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of $5000 or 5% of the maximum agreement price.

C. City shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The City's approval of any drawings, reports, or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

D. City shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of City and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for City to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of City but must be procured from others.

E. Notify Consultant whenever City becomes aware of any substantial development or occurrence which materially affects the scope or timing of Consultant's services.

4. TIME FOR PERFORMANCE

Consultant's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 – “Services” and Section 2 of this Agreement. The work schedule may be adjusted by mutual agreement of all parties.

5. PAYMENT

A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $13,200.00 in the aggregate as set forth in Schedule 2 "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in this

Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.

C. 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."

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

E. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all data, reports, calculations, summaries, documents, work product and materials, and all other information as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.

B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to 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 Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due.

In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.

C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and Consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (1) the reasonable value of completed work to City, or (2) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

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

7.2. Advertising

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

7.3. Equal Employment Opportunity

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

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 City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Department of Public Works, Attn: Andrew Hayes, Director, 211 E. D Street, Pueblo, CO, 81003; or to the Consultant, Titan Commercial Valuation, Attn: Andre Suissa, Managing Member, 1090 S. Wadsworth Blvd., Unit C-7115, Lakewood, CO, 80226. Either party may change their 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 City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of Bid 25-120 Appraisal Services for ROW Eagleridge and Dillon are hereby incorporated herein, and Consultant 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.

7.6. Subcontracts

A. City acknowledges that Consultant is the prime contractor and the only party with whom City has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those subcontract provisions.

B. Consultant shall indemnify and defend City from all claims and demands for payment for services provided by subcontractors of Consultant.

C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of this Agreement to induce City to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to City and receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.7. Successors and Assigns

This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Consultant may be assigned by it without the written consent of the City. 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.

7.8. Amendments

No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representatives of both Consultant and City.

7.9. Choice of Law, Jurisdiction, and Venue

Colorado law, the Pueblo City Charter, the Pueblo Municipal Code, and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference that conflicts with said laws, rules, and regulations shall be null and void. 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 County of Pueblo.

7.10. Severability

If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.11. Appropriations

A. 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 Consultant shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

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

8. DISPUTES

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which the designated Agreement representatives cannot resolve shall be referred in writing to the Mayor's Office for the City for a final determination of the issue. The Parties agree that participation in this administrative procedure shall be a condition precedent to the initiation of litigation, except in the case of an emergency or other conditions that entitle either Party to seek injunctive or emergency relief from a court of competent jurisdiction, in which no participation in the preceding alternative dispute resolution process shall be required.

9. INSURANCE

9.1. Conditions

A. Consultant 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 below.

B. Consultant agrees to hold harmless, defend and indemnify City from and against any liability to third parties, arising out of negligent acts, errors or omissions of Consultant, their employees, subcontractors, and consultants.

9.2. Minimum Requirements

A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by 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. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement.

1. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner’s and Contractor’s Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement, and “Completed Operations and Projects Liability” coverage.

B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. Alternate coverage of combined single limit, each accident, in an amount of not less than $1,000,000 may be accepted at the discretion of the Purchasing Director. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles whether owned, leased, hired or used by Consultant.

C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.

D. Professional Liability Insurance with coverage of not less than $1,000,000 in a form and with a deductible acceptable to City.

9.3. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the City, 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). No term or condition of this Agreement 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.

10. ACCESSIBILITY

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Consultant therefore, will use 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.

11. IMMIGRATION REFORM AND CONTROL ACT OF 1986

Consultant certifies that it has complied with the United States Immigration Reform and Control Act of 1986. Consultant represents and warrants that to the extent required by said Act, all persons employed by Consultant for performance of this Agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

12. PERA LIABILITY

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

13. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of 4 pages.
- Schedule 2 - "Fee Schedule" consisting of 1 page.

14. SIGNATURE

A. 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.

B. This Agreement, together with all Project Documents incorporated by reference , constitutes the entire Agreement between City and Consultant with respect to their subject matter, and may not be amended a modified except by written document signed by both parties.

(Continue to following page for signatures)

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_____
Marisa Stoller, City Clerk

[SEAL]

TITAN COMMERCIAL VALUATION, LLC

By_____
Andre Suissa, Managing Member

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

_____
Danny Nunn, Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW

_____
Robert Jagger, Deputy City Attorney

Attachments: Schedules 1 – 2 and Additional Information for Agreement

Schedule 1

Scope of Services

Excerpt from Amended Section for Additional Property and Clarification dated December 23, 2025,
Excerpt from Informal Bid Request and Plans dated November 10, 2025,
and Consultant's Proposal in Response submitted December 18, 2025, Pages 1 - 2

Amended Scope of Service for Additional Property and Clarification – 12/23/2025

The City of Pueblo has added RW-01 and TE-01 to the scope.

Property Identification and Description: Appraisal services are required for permanent right-of-way (ROW) acquisition and acquisition of temporary easements for roadway widening necessary to construct a roundabout at the intersection of Eagleridge Boulevard and Dillon Drive. The additional right-of-way and the required temporary easements are designated as RW-01 and RW-03 (permanent ROW acquisitions); and TE-1 and TE-03 (temporary easements), respectively, on page 11 of 12 of the attached plans. The parcel from which RW-01 and TE-01 will be taken is located on the northeast corner of the intersection (Lot 1, Block 1, Fountain Mark Commercial Center; Pueblo County Assessor Parcel No. 0512001008. The parcel from which RW-03 and TE-03 will be taken is located on the southwest corner of the intersection (Lot 2 Block 1 North Pueblo Commercial Park, Filing No. 1 Subdivision; Pueblo County Assessor Parcel No. 0512011001). Please note that other prospective right-of-way acquisitions are shown in the plans, but only the ones designated as RW-01, TE-01, RW-03 and TE-03 are included in this scope of work

Informal Bid Request – 11/10/2025

The City of Pueblo is seeking a qualified appraiser to provide appraisal services on two parcels located within the City of Pueblo to determine just compensation for public right-of-way acquisition per the requirements below:

1. Property Identification and Description: Appraisal services are required for permanent right-of-way (ROW) acquisition and acquisition of a temporary easement for roadway widening necessary to construct a roundabout at the intersection of Eagleridge Boulevard and Dillon Drive. The additional right-of-way and the required temporary easement is designated as RW-03 (permanent ROW acquisition) and TE-03 (temporary easement), respectively, on page 11 of 12 of the attached plans. The parcel from which these acquisitions will be taken is located on the southwest corner of the intersection (Lot 2 Block 1 North Pueblo Commercial Park, Filing No. 1 Subdivision; Pueblo County Assessor Parcel No. 0512011001). Please note that other prospective right-of-way acquisitions are shown in the plans, but only the ones designated as RW-03 and TE-03 are included in this scope of work.

2. Purpose of the Appraisal: The appraisal should assist CDOT and the City of Pueblo in determining just compensation for the properties. The report should include analysis of the following:

    a. Market analysis

    b. A description of valuation methodology(-ies)

    c. Damages and benefits

    d. Other Requirements: The appraisal report must include the following information in accordance with the provisions of Title 49, Part 24, Code of Federal Regulations:

        i. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property, a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest and best use, and at least a 5-year sales history of the property. (See appendix A, § 24.103(a)(1).)

        ii. All relevant and reliable approaches to value consistent with established Federal and federally-assisted program appraisal practices. If the appraiser uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value. (See appendix A, § 24.103(a).)

        iii. A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.

        iv. A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.

        v. The effective date of valuation, date of appraisal, signature, and certification of the appraiser."

3. Report Format: A comprehensive written appraisal report is required. The written report may be submitted in electronic form, formatted as a PDF or Microsoft Word document (.doc or .docx) formatted to print on standard Letter-size (8.5" x 11") or Legal-size (8.5" x 14") paper.

4. Attachment: City of Pueblo, State of Colorado, Right Of Way Plans of Proposed Project No. SHO M086-084, Pages 1 - 12

PROPOSED METHODOLOGY

The valuation will follow the process outlined in Chapter 3 of CDOT's Right-of-Way Manual (May 3, 2024) and the 2021 version of the Standard Partial Take Template.

PROPERTY DESCRIPTION & VALUATION APPROACH

The property consists of two larger parcel tracts that will each require a **partial take and temporary easement valuations** under current zoning and use restrictions:

I will include the Sales Comparison Approach to value the underlying land and a component of the Cost Approach to estimate the depreciated value of the improvements. Improvements include asphalt paving, parking spaces, concrete sidewalks and curbs, landscape rocks, sod, bushes, and potentially trees. This will be in a single appraisal report.

I have numerous confirmed comparables near this property and know where to find the pad site sales around the city that would be ideal for this appraisal.

TIMELINE AND SCHEDULE FOR COMPLETION

The valuation will be completed 8 weeks from the date of engagement.

STATEMENT OF RELEVANT EXPERIENCE

Since 2021, I have completed numerous appraisals for CDOT Regions 1 and 2, including both condemnation and disposal assignments.

In the City of Pueblo specifically, I completed five partial acquisition appraisals for CDOT associated with the US-50B/I-25 interchange project, located directly across the highway from the subject properties off Chinook Ln where I have relevant comparables for this assignment. In 2022, I completed six total take appraisals along North Freeway Road, north of US-50B, involving a diverse range of property types including land, industrial, automotive, and a dog kennel facility, totaling eight parcels. Finally, I completed two Disposal Appraisals for CDOT for tracts to be purchased or traded by City of Pueblo both completed at the end of 2022:

1. Proposed Fire Station Site – Located northeast of D Street, east of South Santa Fe Avenue, and north of the I-25 on/off ramps. This site involved a stand-alone valuation that had environmental constraints.
2. Adjacent to Runyon Fields Sports Complex – This assignment involved an Across-the-Fence (ATF) valuation to reflect value contribution to the Runyon complex, along with consideration of access and environmental challenges.

Additionally, I performed stand-alone appraisals of land at 18 E. Motor Way in April 2024, a small sand storage warehouse off of US 160 in Huerfano County in March 2023, two tracts of land off of CO 67 in Cripple Creek, and a former CDOT facility in Downtown Aguilar in August 2024.

I recently completed six partial taking appraisals for CDOT off US 6 and Wadsworth Boulevard that are similar to the subject property.

I am actively appraising a convenience store/gas station for H.C. Peck on behalf of Widefield W&S District that includes a similar taking of site improvements in the front (Maverick at 8050 Fountain Mesa Road.)

I am actively appraising a six-parcel, partial taking portfolio for CDOT Region 2 (Jennifer Fox) for the US 24 widening project in Falcon.

These projects collectively reflect my familiarity with the local market, zoning and access constraints, CDOT methodology, and the specific appraisal needs for excess and acquisition valuation in Pueblo and surrounding areas.

The majority of my appraisal assignments in the past few years are performed for CDOT Region 1, various right-of-way (ROW) consultants, school districts, municipalities, and utility authorities throughout my region. These projects typically involve partial acquisitions, excess land valuations, easement appraisals, and complex scenarios requiring coordination with engineering firms, legal counsel, and regulatory agencies. This ongoing work has provided me with a deep understanding of public agency standards and the practical considerations necessary for defensible and timely appraisals in both urban and rural settings.

I have extensive experience appraising billboard assets, including those subject to ground leases and profit-sharing agreements. My valuation work has included analysis of market rent for billboard sites, income capitalization based on advertising revenue, and consideration of lease terms, escalation clauses, and operator profit splits. I am well-versed in isolating the contributory value of the billboard structure from the underlying land.

Please reach out to Brent Hoag, MAI or Mike Rinner, MAI, AI-GRS of CDOT Region 1 and Jennifer Fox, R/W-AC for CDOT Region 2 (Pueblo region) for a referral to my work product quality and geographic competence in Pueblo.

Colorado Department of Transportation
5615 Wills Blvd.
Suite A
Pueblo, CO 81008
Phone: (719) 546-5746
Region 2 Right of Way DRP

Sheet Revisions

Date	Description	Initials

Short Elliott Hendrickson, Inc.
2000 S. Colorado Blvd.,
Suite 6000
Denver, Colorado 80222-7900
Phone: (303) 586-5800
sehinc.com

City of Pueblo
211 E. 'D' Street
Pueblo, CO 81003
Phone: (719) 553-2295

Right of Way Plans
Title Sheet
Project Number: SHO M086-084
Project Location: Eagleridge Blvd & Dillon Dr
Roundabout

Project Code:	Last Mod. Date	Subset	Sheet No.	Total Sheets
23584	07-18-25	1.01-1.01	1.01	1 of 12

X:\PT\PUEBL\166653\9-survey\92-CAD\10-C3d\Dillon RAB_ROWPlans.dwg 7/18/2025 9:25:29 AM 7/18/2025 9:25:29 AM

FILING CERTIFICATION:
DEPOSITED THIS ___ DAY OF _____ 20___ AT ___M.,
IN BOOK ___ OF THE COUNTY LAND SURVEYS/RIGHT OF WAY
SURVEYS AT PAGE _____ RECEPTION NUMBER _____
SIGNED _____ DEPT. _____

SECTION CORNER
QUARTER, SIXTEENTH, AND SECTION CORNERS
SET EASEMENT MONUMENT
TEMPORARY EASMENT POINT
RIGHT OF WAY MARKER
BLM MARKER
PP PROPERTY PIN
NOAA MARKER
QUARTER, SIXTEENTH, AND SECTION CORNERS
FED FEDERAL MONUMENT
WC WITNESS CORNER
WC
BM BENCH MARK
USGS USGS MARKER
LOCAL OR PLSS MONUMENT
SECONDARY CONTROL MONUMENT
ROW RIGHT OF WAY MARKER
N 9.88 E 3.81 EL 0.00 PROJECT CONTROL MONUMENT
N 10.13 E 3.81 EL 0.00 DENSIFICATION CONTROL MONUMENT
N 10.38 E 3.81 EL 0.00 HIGH ACCURACY REFERENCE NETWORK CONTROL MONUMENT

PERMANENT, PROPERTY, SLOPE, & UTILITY EASEMENT LINE
TEMPORARY EASEMENT LINE (EXISTING)
PROPERTY BOUNDARY LINE (EXISTING AND PROPOSED)
ACCESS CONTROL LINE
BARRIER ACCESS CONTROL LINE
RIGHT OF WAY LINE (EXISTING)
RIGHT OF WAY LINE (PROPOSED)
CITY LIMIT LINE (EXISTING)
COUNTY LINE (EXISTING)
QUARTER SECTION LINE
SECTION LINE
SIXTEENTH SECTION LINE
STATE LINE (EXISTING)
TOWNSHIP LINE (EXISTING)
FLOW OF DITCH

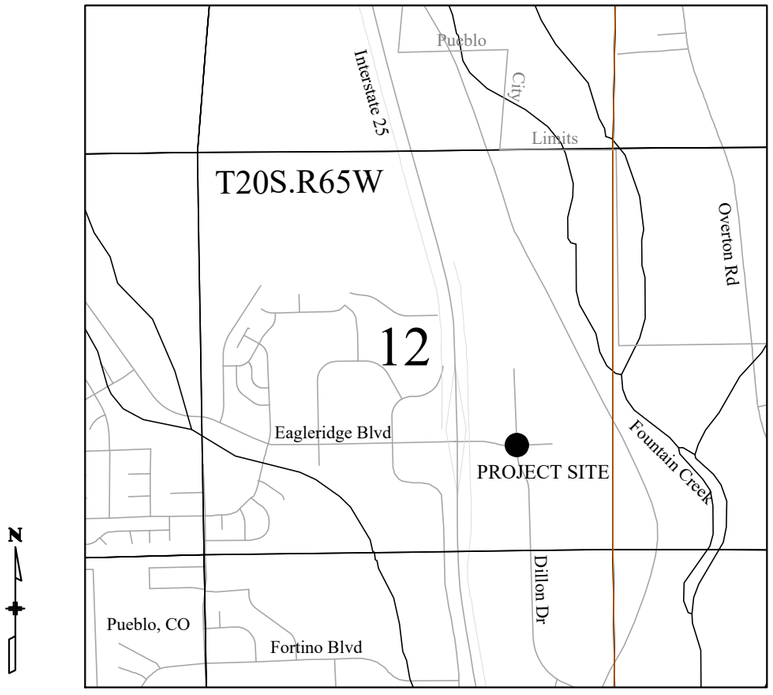
SURVEY/ROW

TOP OF CUT
TOE OF FILL

TERRAIN

CITY OF PUEBLO
STATE OF COLORADO

RIGHT OF WAY PLANS OF PROPOSED
PROJECT NO. SHO M086-084
EAGLERIDGE BLVD. & DILLON DR. ROUNDABOUT
SE 1/4 SECTION 12
TOWNSHIP 20 SOUTH, RANGE 65 WEST
OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF PUEBLO



PROJECT LOCATION MAP

ROW Project
XXX± feet/
X.XX miles

Note: For a complete listing of symbology used within this set of plans, please refer to the M-100-1 Standard Symbols of the Colorado Department of Transportation M&S Standards Publication dated July 2019. Existing features are shown as screened weight (gray scale), except as noted with the word (existing). Proposed or new features are shown as full weight without screening, except as noted with the word (proposed).

2000 0 2000 4000
scale feet

SHEET NO. INDEX OF SHEETS

SHEET NO.	INDEX OF SHEETS
1.01	(1) Title Sheet
2.01	(1) Tabulation of Properties
3.01-3.03	(3) Project Control Diagram
4.01-4.03	(3) Land Survey Control Diagram
5.01-5.01	(1) Monumentation Sheet & Line Table
7.01-7.02	(2) Plan Sheets
8.01-8.01	(1) Ownership Map
	(12) Total Sheets

Scales of Original 11x17 Drawings
Plan Sheets 1"=50'
Ownership Map 1"=100'

Basis of Bearings: Bearings used in the calculations of coordinates are based on a grid bearing of S32°32'57"W from published NGS Monument 'B 4', PID: JK0064, a Benchmark Disk in top of concrete monument, to NGS Monument 'W 430', PID: JK0978, a Stainless Steel Rod in sleeve. The survey data was obtained from a Global Navigation Satellite System (GNSS) survey based on the Colorado State Plane Coordinate NAD83(2011).

1. This Right-of-Way Plan is not a boundary survey of the adjoining property and is prepared for the City of Pueblo purposes only.

2. For title information, SEH relied on Title Commitments, prepared by Stewart Title Company.

3. This plan set is subject to change and may not be the most current set. It is the user's responsibility to verify with County of Pueblo that this set is the most current. The information contained on the attached drawing is not valid unless this copy bears an original signature of the Professional Land Surveyor hereon named.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

COLORADO DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY PROJECT

ROW PLANS AUTHORIZED: _____ *DATE*

_____
CDOT CHIEF ENGINEER

SURVEYOR STATEMENT (ROW PLAN)

I, Scott J. Klinker, a Professional Land Surveyor in the State of Colorado, do hereby state to the Colorado Department of Transportation that based upon my knowledge, information and belief, research, calculations and evaluation of the survey evidence were performed and this Right-of-Way Plan was prepared under my responsible charge in accordance with applicable standards of practice defined by Colorado Department of Transportation publications. This statement is not a guaranty or warranty, either expressed or implied.

PLS No. 38377

Colorado Department of Transportation
5615 Wills Blvd.
Suite A
Pueblo, CO 81008
Phone: (719) 546-5746
Region 2 Right of Way DRP

Sheet Revisions

Date	Description	Initials

Short Elliott Hendrickson, Inc.
2000 S. Colorado Blvd.,
Suite 6000
Denver, Colorado 80222-7900
Phone: (303) 586-5800
sehinc.com

City of Pueblo
211 E. 'D' Street
Pueblo, CO 81003
Phone: (719) 553-2295

Right of Way Plans
Tabulation of Properties
Project Number: SHO M086-084
Project Location: Eagleridge Blvd & Dillon Dr Roundabout

Project Code:	Last Mod. Date	Subset	Sheet No.	Total Sheets
23584	07-18-25	2.01-2.01	2.01	2 of 12

R.O.W. TABULATION OF PROPERTIES IN CITY OF PUEBLO - EAGLERIDGE BOULEVARD & DILLON DRIVE ROUNDABOUT

Parcel No.	Ownership Name and Mailing Address	Parcel Id / Site Address	Location	Area In Square Feet (Acres)					Book and Page No. And/Or Reception No.	Title Commitment No.	Purpose of Parcel (All Parcels are for: LA Unless Otherwise Specified Below)
				Area Of Parcel	Larger Parcel	Existing ROW	Remainder Left	Remainder Right			
RW-01	4740 Dillon Drive, LLC	05-120-01-008	Lot 1, Block 1, FOUNTAIN PARK	6,598 sf	233,874 sf					1737443	Permanent Highway Widening
	4740 Dillon Drive	4740 Dillon Drive	COMMERCIAL CENTER SUB	(0.152 acres)	(5.369 acres)						& Associated Appurtenances
	Pueblo, CO 81008	Pueblo, CO 81008									
TE-01	4740 Dillon Drive, LLC	05-120-01-008	Lot 1, Block 1, FOUNTAIN PARK	1,058 sf						1737443	Permanent Highway Widening
	(same as above)	(same as above)	COMMERCIAL CENTER SUB	(0.024 acres)							& Associated Appurtenances
RW-02	QQ Colorado, LLC	05-120-12-006	Parcel A, NORTH PUEBLO	2,772 sf	130,032 sf					1737380	Permanent Highway Widening
	492 W. Spring Creek Place	4680 Dillon Drive	COMMERCIAL PARK, FLG. NO. 1	(0.064 acres)	(2.985 acres)						& Associated Appurtenances
	Springville, UT 84663	Pueblo, CO 81008	REARRANGEMENT OF PROPERTY								
			BOUNDARIES - RPB-22-11								
TE-02	QQ Colorado, LLC	05-120-12-006	Parcel A, NORTH PUEBLO	1,090 sf						1737380	Permanent Highway Widening
	(same as above)	(same as above)	(same as above)	(0.025 acres)							& Associated Appurtenances
RW-03	Mini Mart Inc.	05-120-11-001	Lot 2, Block 1, NORTH PUEBLO	1,723 sf	55,208 sf					1737418	Permanent Highway Widening
	302 W. 3rd Street, Floor 3	420 Eagleridge Boulevard	COMMERCIAL PARK, FLG. NO. 1	(0.040 acres)	(1.267 acres)						& Associated Appurtenances
	Cincinnati, OH 45202	Pueblo, CO 81008									
TE-03	Mini Mart Inc.	05-120-11-001	Lot 2, Block 1, NORTH PUEBLO	3,830 sf						1737418	Permanent Highway Widening
	(same as above)	(same as above)	COMMERCIAL PARK, FLG. NO. 1	(0.088 acres)							& Associated Appurtenances
TE-04	Sam's Real Estate Business	05-120-13-003	Lot 1, Block 1, NORTH PUEBLO	1,248 sf	775,974 sf					-	Permanent Highway Widening
	c/o Wal-Mart Stores Inc.	412 Eagleridge Boulevard	COMMERCIAL PARK, FLG. NO. 2	(0.029 acres)	(17.814 acres)						& Associated Appurtenances
	Attn: Property Tax Dept.	Pueblo, CO 81008									
	PO Box 8050, Bentonville, AR 72712										
TE-05	Texas Road House Holdings, LLC	05-120-03-031	Parcel A, REARRANGEMENT OF	682 sf	78,844 sf					1737334	Permanent Highway Widening
	6040 Dutchmans Lane, Suite 400	4707 Dillon Drive	PROPERTY BOUNDARIES OF LOTS	(0.016 acres)	(1.810 acres)						& Associated Appurtenances
	Louisville, KY 40205	Pueblo, CO 81008	1 & 2, BLOCK 3, FOUNTAIN PARK								
			COMMERCIAL CENTER								
PE-06	American Furniture Warehouse Co.	05-120-03-033	Parcel B, REARRANGEMENT OF	1,023 sf	262,667 sf					-	Permanent Highway Widening
	8820 American Way	4740 Dillon Drive	PROPERTY BOUNDARIES OF LOTS	(0.024 acres)	(6.030 acres)						& Associated Appurtenances
	Englewood, CO 80112	Pueblo, CO 81008	1 & 2, BLOCK 3, FOUNTAIN PARK								
			COMMERCIAL CENTER								
			Also Lots 3 & 4, Block 3, FOUNTAIN								
			PARK COMMERCIAL CENTER								
TE-06	American Furniture Warehouse Co.	05-120-03-033	(same as above)	457 sf						-	Permanent Highway Widening
	(same as above)	(same as above)		(0.011 acres)							& Associated Appurtenances

X:\PT\P\PUEBL\166653\9-survey\92-CAD\10-C3d\Dillon RAB_ROWPlans.dwg7/18/2025 9:26:00 AM7/18/2025 9:26:00 AM

Colorado Department of Transportation
5615 Wills Blvd.
Suite A
Pueblo, CO 81008
Phone: (719) 546-5746
Region 2 Right of Way DRP

Sheet Revisions

Date	Description	Initials

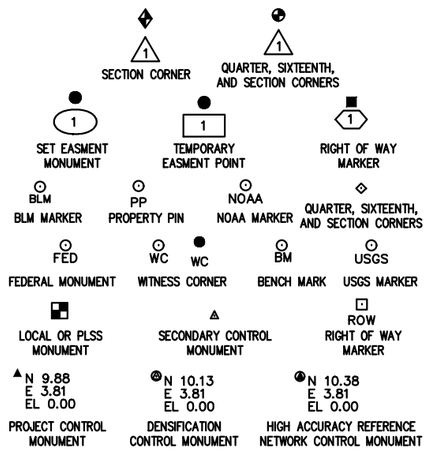
Short Elliott Hendrickson, Inc.
2000 S. Colorado Blvd.,
Suite 6000
Denver, Colorado 80222-7900
Phone: (303) 586-5800
sehinc.com

City of Pueblo
211 E. 'D' Street
Pueblo, CO 81003
Phone: (719) 553-2295

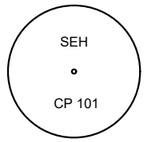
Project Control Diagram
Title Sheet

Project Number: SHO M086-084
Project Location: Eagleridge Blvd & Dillon Dr Roundabout

Project Code:	Last Mod. Date	Subset	Sheet No.	Total Sheets
23584	07-18-25	3.01-3.03	3.01	3 of 12



Note: For a complete listing of symbololgy used within this set of plans, please refer to the M-100-1 Standard Symbols of the Colorado Department of Transportation M&S Standards Publication dated July 2019. Existing features are shown as screened weight (gray scale). Proposed or new features are shown as full weight without screening.



Typical Control Monument Cap
Not to Scale

▲ Control Point Monuments set by SEH are No. 5 Rebar, 18" long, with a 2" Aluminum Cap affixed as shown.

General Notes:

1. This Project Control Diagram is not a boundary survey of the adjoining property and is prepared for the City of Pueblo purposes only.

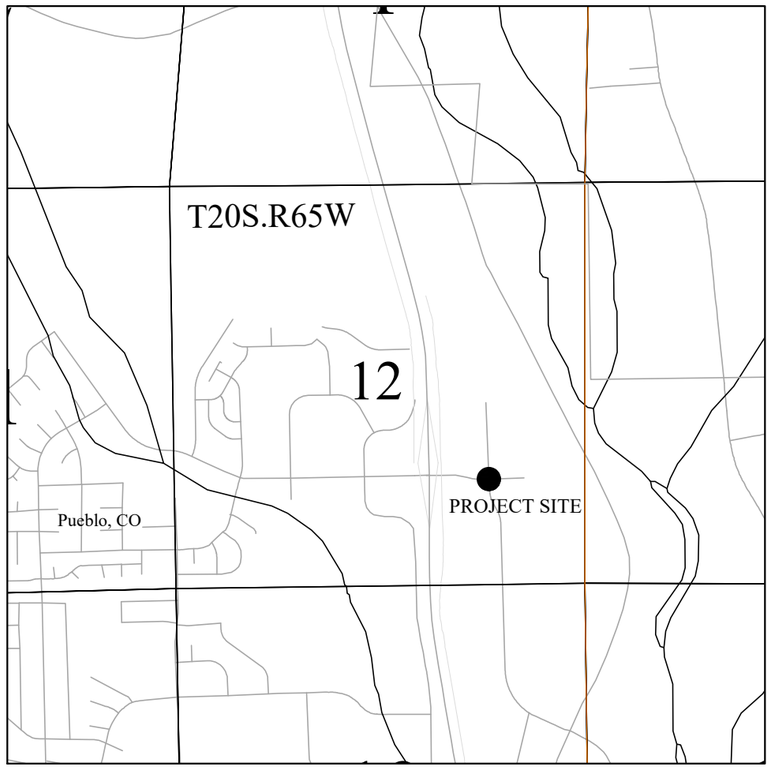
2. This plan set is subject to change and may not be the most current set. It is the user's responsibility to verify with the County of Pueblo that this set is the most current. The information contained on the attached drawing is not valid unless this copy bears an original signature of the Professional Land Surveyor hereon named.

3. Refer to the M-629-1 Survey Monuments of the Standard Plans dated July, 2019 found in The Colorado Department of Transportation, M & S Standards for typical survey monument descriptions.

CITY OF PUEBLO
STATE OF COLORADO

PROJECT CONTROL DIAGRAM

Eagleridge Blvd. & Dillon Dr. Roundabout
SE 1/4 Section 12
Township 20 South, Range 65 West
of the 6th Principal Meridian
County of Pueblo



PROJECT LOCATION MAP

0' 1000' 2000' 4000'
Lineal Units = U.S. Survey Feet

N

SHEET NO. INDEX OF SHEETS

SHEET NO.	INDEX OF SHEETS
3.01-3.01	(1) Title Sheet
3.02-3.02	(1) Coordinate Tables
3.03-3.03	(1) Plan Sheet
	(3) Total Sheets

Basis of Bearings: Bearings used in the calculations of coordinates are based on a grid bearing of S32°32'57"W from published NGS Monument 'B 4', PID: JK0064, a Benchmark Disk in top of concrete monument, to published NGS Monument 'W 430', PID: JK0978, a Stainless Steel Rod in sleeve. The survey data was obtained from a Global Navigation Satellite Systems (GNSS) survey based on the Colorado State Plane Coordinate System NAD83 (2011).

Basis of Elevations: Project elevations are based on NGS Monument 'B 4', PID: JK0064, a Benchmark Disk in top of concrete monument, with a NAVD 88 elevation of 4867.49 ft, being a First Order Benchmark.

COORDINATE DATUM: Project coordinates are modified Colorado State Plane South Zone (0503) NAD83 (2011) coordinates. The project seed Point is NGS Monument 'B 4', PID: JK0064, a Benchmark Disk in top of concrete monument. The ground scale factor used to modify the coordinates is 1.000243360. To get from Project coordinates to State Plane coordinates: subtract the seed point northing and easting, divide by the ground scale factor, then add the seed point northing and easting.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

SURVEYOR STATEMENT (PROJECT CONTROL DIAGRAM)

I, Scott J. Klinker, a Professional Land Surveyor in the State of Colorado, do hereby state to the Colorado Department of Transportation this Project Control Diagram was prepared and the field survey it represents was performed under my responsible charge and, based upon my knowledge, information and belief is in accordance with applicable standards of practice defined by Colorado Department of Transportation publications. This statement is not a guaranty or warranty, either expressed or implied.

PLS No. 38377

X:\PT\PUEBL\166653\9-survey\92-CAD\10-C3d\Dillon RAB_ROWPlans.dwg 7/18/2025 9:27:36 AM

Colorado Department of Transportation
5615 Wills Blvd.
Suite A
Pueblo, CO 81008
Phone: (719) 546-5746
Region 2 Right of Way DRP

Sheet Revisions

Date	Description	Initials

Short Elliott Hendrickson, Inc.
2000 S. Colorado Blvd.,
Suite 6000
Denver, Colorado 80222-7900
Phone: (303) 586-5800
sehinc.com

City of Pueblo
211 E. 'D' Street
Pueblo, CO 81003
Phone: (719) 553-2295

Project Control Diagram
Coordinate Tables

Project Number: SHO M086-084
Project Location: Eagleridge Blvd & Dillon Dr
Roundabout

Project Code:	Last Mod. Date	Subset	Sheet No.	Total Sheets
23584	07-18-25	3.01-3.03	3.02	4 of 12

GEODETIC COORDINATE SUMMARY TABLE

Point No.	Geodetic Coordinates NAD 83 (2011)		Elip Height (ft)	Ortho Height (NAVD88) (ft)	Mapping Angle	Combined Scale Factor	NAD 83 (2011) Zone 0503		Description
	Latitude (N)	Longitude (W)					State Plane Northing (ft)	State Plane Easting (ft)	
B-4	38° 21' 13.33933"	104° 37' 11.84481"	4804.81	4867.49	0° 32' 23"	0.999986436	1615489.57	3252366.42	NGS MONUMENT (PUBLISHED)
W-430	38° 18' 06.19490"	104° 39' 46.57522"	4762.38	4824.74	0° 30' 48"	0.999978626	1596445.57	3240211.01	NGS MONUMENT (PUBLISHED)

GEODETIC COORDINATE TABLE

Point No.	Geodetic Coordinates NAD 83 (2011)		Elip Height (ft)	Ortho Height (NAVD88) (ft)	Mapping Angle	Combined Scale Factor	NAD 83 (2011) Zone 0503		Description
	Latitude (N)	Longitude (W)					State Plane Northing (ft)	State Plane Easting (ft)	
CP 3	38° 19' 14.43658"	104° 36' 51.78674"	4764.49	4827.38	0° 32' 36"	0.999981379	1603477.01	3254078.18	SEH 2" OPC ON NO. 5 REBAR
CP 4	38° 19' 12.71336"	104° 36' 43.24783"	4751.82	4814.74	0° 32' 41"	0.999981308	1603309.16	3254760.31	SEH 2" OPC ON NO. 5 REBAR
CP 6	38° 19' 09.03343"	104° 36' 43.41196"	4754.73	4817.65	0° 32' 41"	0.999981157	1602936.79	3254750.77	SEH 2" OPC ON NO. 5 REBAR
CP 7	38° 19' 12.63191"	104° 36' 52.30286"	4764.57	4827.46	0° 32' 35"	0.999981304	1603294.07	3254038.78	CPT 2" ALUM. CAP, PLS17502 CP51

PROJECT COORDINATE TABLE

Point No.	Project Coordinates		Elev. (ft) (NAVD88)	Description
	Northing (ft)	Easting (ft)		
CP 3	1603474.09	3254078.60	4827.38	SEH 2" OPC ON NO. 5 REBAR
CP 4	1603306.19	3254760.89	4814.74	SEH 2" OPC ON NO. 5 REBAR
CP 6	1602933.74	3254751.35	4817.65	SEH 2" OPC ON NO. 5 REBAR
CP 7	1603291.10	3254039.19	4827.46	CPT 2" ALUM. CAP, PLS17502 CP51

X:\PT\P\PUEBL\166653\9-survey\92-CAD\10-C3d\Dillon RAB_ROWPlans.dwg 7/18/2025 9:27:58 AM 7/18/2025 9:27:58 AM

Colorado Department of Transportation
5615 Wills Blvd.
Suite A
Pueblo, CO 81008
Phone: (719) 546-5746
Region 2 Right of Way DRP

Sheet Revisions

Date	Description	Initials

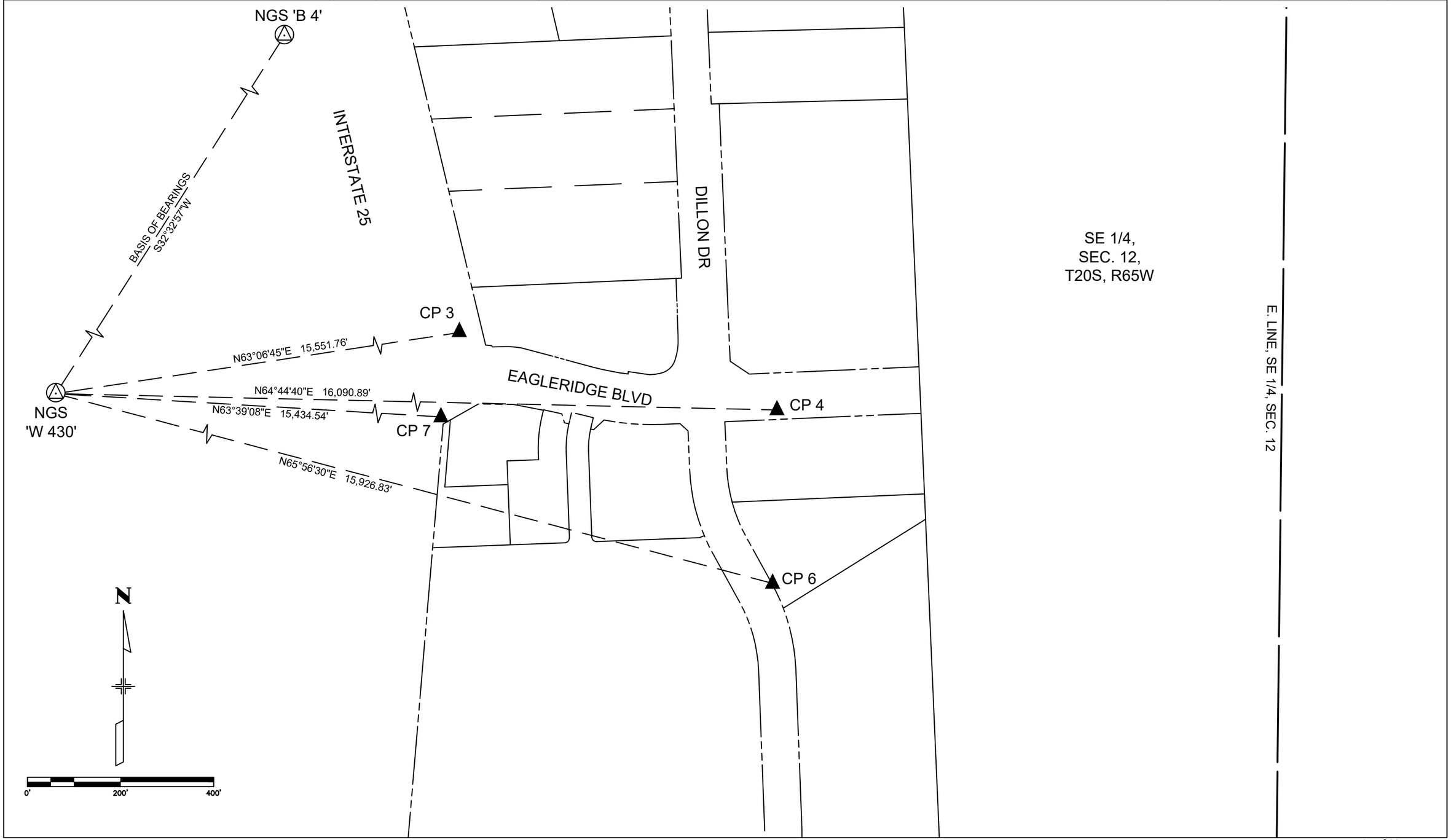
Short Elliott Hendrickson, Inc.
2000 S. Colorado Blvd.,
Suite 6000
Denver, Colorado 80222-7900
Phone: (303) 586-5800
sehinc.com

City of Pueblo
211 E. 'D' Street
Pueblo, CO 81003
Phone: (719) 553-2295

Land Survey Control Diagram
Plan Sheet

Project Number: SHO M086-084
Project Location: Eagleridge Blvd & Dillon Dr
Roundabout

Project Code:	Last Mod. Date	Subset	Sheet No.	Total Sheets
23584	07-18-25	3.01 - 3.03	3.03	5 of 12



X:\PT\P\PUEBL\166653\9-survey\92-CAD\10-C3d\Dillon RAB_ROWPlans.dwg7/18/2025 9:31:27 AM7/18/2025 9:31:27 AM

Colorado Department of Transportation
5615 Wills Blvd.
Suite A
Pueblo, CO 81008
Phone: (719) 546-5746
Region 2 Right of Way DRP

Sheet Revisions

Date	Description	Initials

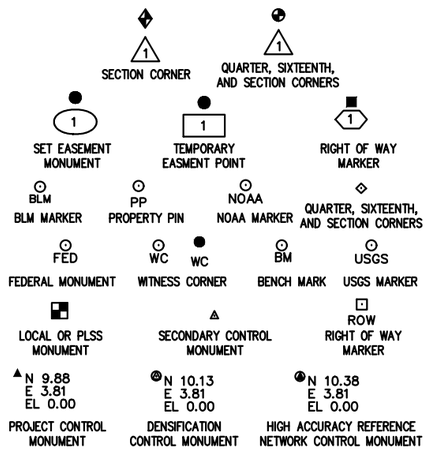
Short Elliott Hendrickson, Inc.
2000 S. Colorado Blvd.,
Suite 6000
Denver, Colorado 80222-7900
Phone: (303) 586-5800
sehinc.com

City of Pueblo
211 E. 'D' Street
Pueblo, CO 81003
Phone: (719) 553-2295

Land Survey Control Diagram
Title Sheet

Project Number: SHO M086-084
Project Location: Eagleridge Blvd & Dillon Dr
Roundabout

Project Code:	Last Mod. Date	Subset	Sheet No.	Total Sheets
23584	07-18-25	4.01-4.03	4.01	6 of 12



Note: For a complete listing of symbology used within this set of plans, please refer to the M-100-1 Standard Symbols of the Colorado Department of Transportation M&S Standards Publication dated July 2019. Existing features are shown as screened weight (gray scale). Proposed or new features are shown as full weight without screening.

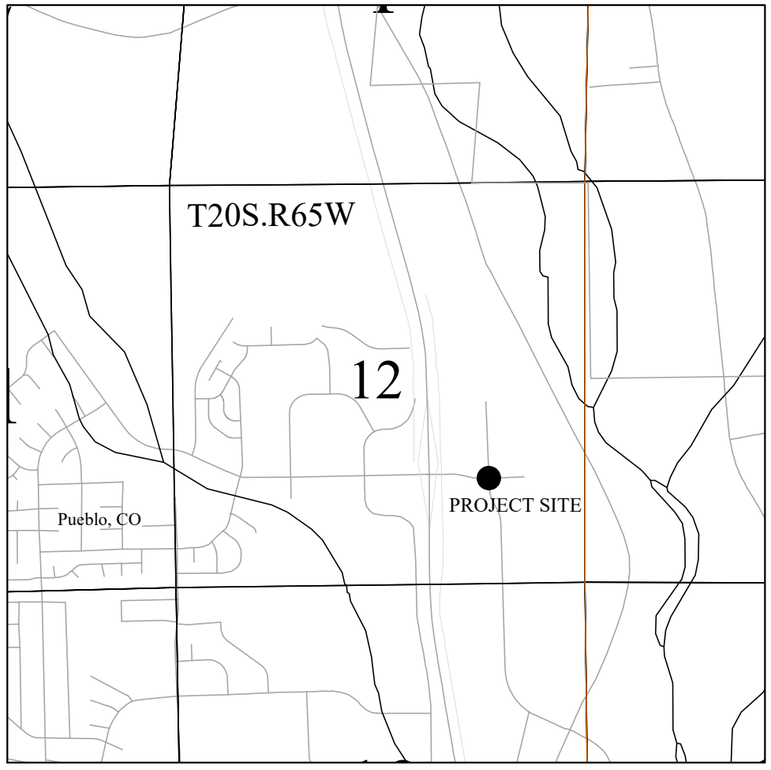
CITY OF PUEBLO
STATE OF COLORADO

LAND SURVEY CONTROL DIAGRAM

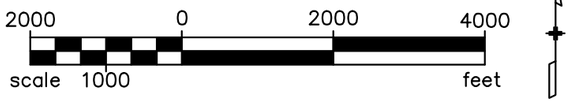
Eagleridge Blvd. & Dillon Dr. Roundabout
SE 1/4 Section 12
Township 20 South, Range 65 West
of the 6th Principal Meridian
County of Pueblo

SHEET NO. INDEX OF SHEETS

4.01-4.01 (1) Title Sheet
4.02-4.02 (1) Monument Coordinate Tables
4.03-4.03 (1) Plan Sheet
(3) Total Sheets



PROJECT LOCATION MAP



Basis of Bearings: Bearings used in the calculations of coordinates are based on a grid bearing of S32°32'57"W from the published NGS Monument, 'B 4', PID: JK0064, a Benchmark Disk in top of concrete monument, to NGS monument 'W 430', PID: JK0978, a Stainless Steel Rod in sleeve. The survey data was obtained from a Global Navigation Satellite System (GNSS) survey based on the Colorado State Plane Coordinate System NAD83 (2011).

Basis of Elevations: Project elevations are based on NGS Monument 'B 4', PID: JK0064, a Benchmark Disk in top of concrete monument, with NAVD 88 elevation of 4867.49 ft, being a First Order Benchmark.

COORDINATE DATUM: Project coordinates are modified Colorado State Plane South Zone (0503) NAD83 (2011) coordinates. The project seed point is NGS Monument 'B 4', PID: JK0064, a Benchmark Disk in top of concrete monument. The ground scale factor used to modify the coordinates is 1.000243360. To get from Project coordinates to State Plane coordinates: subtract the seed point northing and easting, divide by the ground scale factor, then add the seed point northing and easting.

General Notes:

1. This Land Survey Control Diagram is not a boundary survey of the adjoining property and is prepared for the City of Pueblo, CO purposes only. No determination has been made to determine if the found monuments as shown are in their proper position or if they are at the corners they are intended to monument.

2. Title policy, title commitment, and title research are not part of this survey, therefore easements, rights, and restrictions of record were not researched and are not shown on this diagram. The verification of the physical evidence with relation to easements, rights of ways, property boundaries, and restrictions, as described in the instruments of record, were not included in this control survey.

3. This plan set is subject to change and may not be the most current set. It is the user's responsibility to verify with the City of Pueblo that this set is the most current. The information contained on the attached drawing is not valid unless this copy bears an original signature of the Professional Land Surveyor hereon named.

4. Refer to the M-629-1 Survey Monuments of the Standard Plans dated July, 2019 found in The Colorado Department of Transportation, M & S Standards for typical survey monument descriptions.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

SURVEYOR STATEMENT (LAND SURVEY CONTROL DIAGRAM)

I, Scott J. Klinker, a Professional Land Surveyor in the State of Colorado, do hereby state to the Colorado Department of Transportation this Land Survey Control Diagram was prepared and the field survey it represents was performed under my responsible charge and, based upon my knowledge, information and belief is in accordance with applicable standards of practice defined by Colorado Department of Transportation publications. This statement is not a guaranty or warranty, either expressed or implied.

PLS No. 38377

X:\PT\P\PUEBL\166653\9-survey\92-CAD\10-C3d\Dillon RAB_ROWPlans.dwg 7/18/2025 9:31:52 AM

Colorado Department of Transportation
5615 Wills Blvd.
Suite A
Pueblo, CO 81008
Phone: (719) 546-5746
Region 2 Right of Way DRP

Sheet Revisions

Date	Description	Initials

Short Elliott Hendrickson, Inc.
2000 S. Colorado Blvd.,
Suite 6000
Denver, Colorado 80222-7900
Phone: (303) 586-5800
sehinc.com

City of Pueblo
211 E. 'D' Street
Pueblo, CO 81003
Phone: (719) 553-2295

Land Survey Control Diagram
Monument Coordinate Table
Project Number: SHO M086-084
Project Location: Eagleridge Blvd & Dillon Dr Roundabout

Project Code:	Last Mod. Date	Subset	Sheet No.	Total Sheets
23584	07-18-25	4.01-4.03	4.02	7 of 12

FOUND ALIQUOT MONUMENT COORDINATE TABLE

POINT NO.	NORTHING	EASTING	DESCRIPTION
200	1607170.67	3250252.74	3.25" BRASS CAP LS9009
201	1607199.33	3252886.09	3.25" ALUMINUM CAP PLS33200 2010
202	1604530.20	3250349.38	3.25" BRASS CAP LS9009
203	1601893.53	3250445.76	NO. 6 REBAR IN 2.5" PIPE
204	1601970.00	3253115.56	3.25" ALUMINUM CAP PLS38529 2022
205	1602051.28	3255826.49	3.25" ALUMINUM CAP LS10093 1986
206	1607301.30	3255888.16	3.25" ALUMINUM CAP LS12933 2006

PP

FOUND BOUNDARY MONUMENT COORDINATE TABLE

POINT NO.	NORTHING	EASTING	DESCRIPTION
100	1604634.41	3253850.67	3.25" BRASS CAP IN CONC, DOH STA 1976+62
101	1601998.38	3253931.33	3.25" BRASS CAP IN CONC, DOH STA 2003+00
102	1603289.83	3254310.32	3.25" ALUM. CAP, CDOT ROW PT 6010 PRJ 80107
500	1602948.07	3254746.45	OPC PLS38390
501	1602895.06	3254771.04	MAG/WASHER PLS38390
502	1603295.42	3254645.50	YPC LS24966
503	1603195.71	3254649.60	YPC PLS25943
504	1603048.12	3254691.16	OPC PLS38390
505	1602909.37	3254676.39	YPC ILLEGIBLE
506	1603288.92	3254512.53	YPC PLS16128
507	1603289.57	3254040.16	1.5" ALUMINUM CAP CDOT
508	1603331.61	3254192.47	YPC PLS16128
509	1603319.16	3254255.91	YPC PLS16128
510	1603228.14	3254244.66	MAG/WASHER ILLEGIBLE
511	1603213.00	3254245.20	MAG/WASHER ILLEGIBLE
512	1603313.60	3255067.00	YPC ILLEGIBLE
513	1604123.86	3254529.70	YPC PLS22573
514	1604113.50	3254290.17	YPC PLS22573
515	1604637.00	3253850.51	NO. 4 REBAR
516	1602020.09	3254785.99	2.5" ALUMINUM CAP ILLEGIBLE
517	1602928.69	3254711.42	2.5" ALUMINUM CAP ILLEGIBLE
518	1603028.70	3254656.12	2.5" ALUMINUM CAP LS24966
519	1603193.72	3254609.89	2.5" ALUMINUM CAP ILLEGIBLE
520	1603210.63	3254177.43	MAG/WASHER ILLEGIBLE
521	1604100.13	3253978.74	YPC PLS16128
522	1603945.02	3254015.84	YPC PLS16128, BENT
523	1603584.25	3254102.24	YPC PLS16128
524	1603967.05	3254536.39	YPC PLS16128
525	1603977.10	3254615.91	NO. 5 REBAR, BENT
526	1602761.68	3254757.95	2.5" ALUMINUM CAP LS24966
527	1603233.32	3254352.49	YPC LS24966
528	1603048.01	3254359.61	YPC LS24966
529	1603044.98	3254311.57	YPC PLS16128, BENT

X:\PT\P\PUEBL\166653\9-survey\92-CAD\10-C3d\Dillon RAB_ROWPlans.dwg7/18/2025 9:32:12 AM7/18/2025 9:32:12 AM

Colorado Department of Transportation
5615 Wills Blvd.
Suite A
Pueblo, CO 81008
Phone: (719) 546-5746
Region 2 Right of Way DRP

Sheet Revisions

Date	Description	Initials

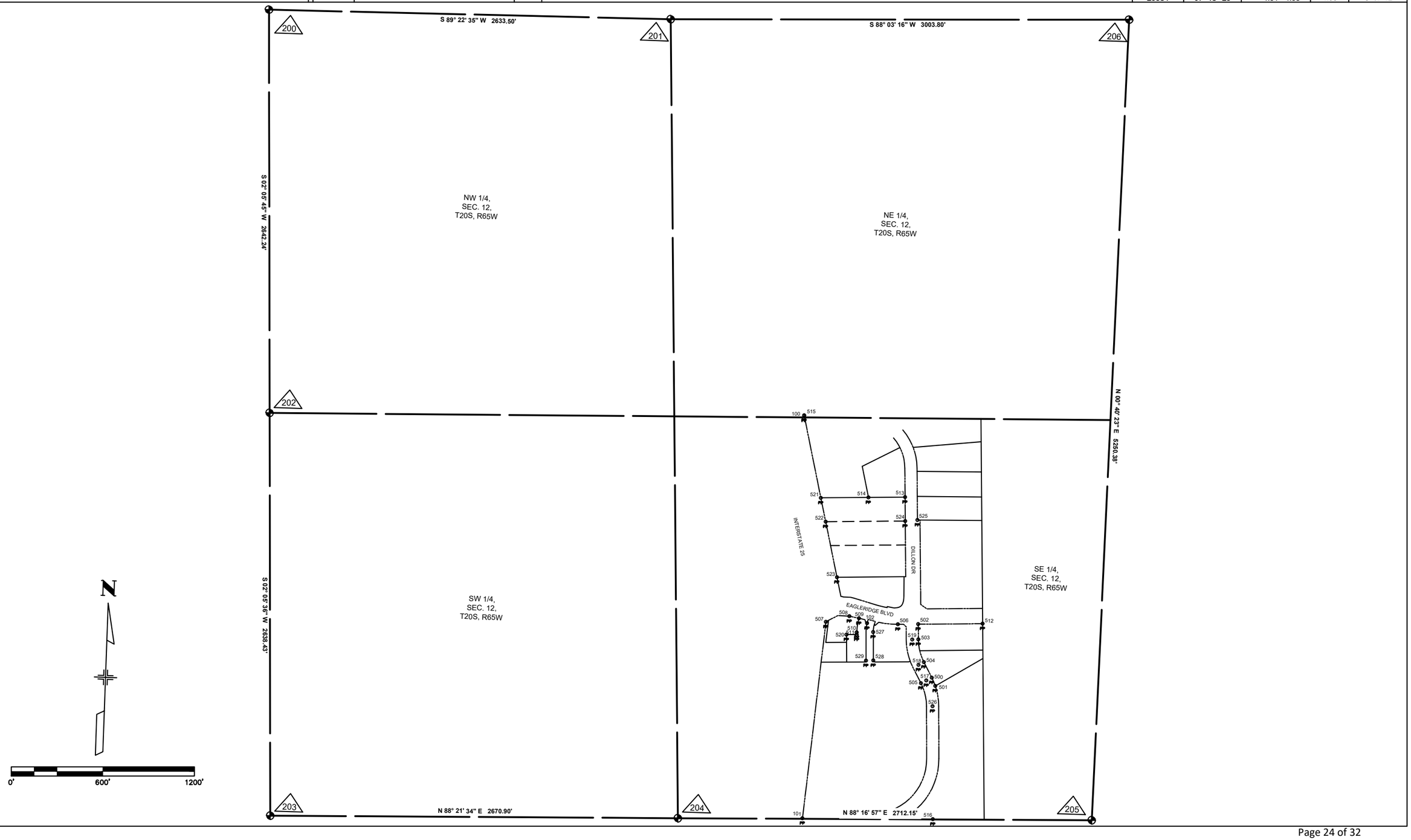
Short Elliott Hendrickson, Inc.
2000 S. Colorado Blvd.,
Suite 6000
Denver, Colorado 80222-7900
Phone: (303) 586-5800
sehinc.com

City of Pueblo
211 E. 'D' Street
Pueblo, CO 81003
Phone: (719) 553-2295

Land Survey Control Diagram
Plan Sheet

Project Number: SHO M086-084
Project Location: Eagleridge Blvd & Dillon Dr
Roundabout

Project Code:	Last Mod. Date	Subset	Sheet No.	Total Sheets
23584	07-18-25	4.01 - 4.03	4.03	8 of 12



X:\PT\PUEBL\166653\9-survey\92-CAD\10-C3d\Dillon RAB_ROWPlans.dwg7/18/2025 9:32:33 AM7/18/2025 9:32:33 AM

Colorado Department of Transportation
5615 Wills Blvd.
Suite A
Pueblo, CO 81008
Phone: (719) 546-5746
Region 2 Right of Way DRP

Sheet Revisions

Date	Description	Initials

Short Elliott Hendrickson, Inc.
2000 S. Colorado Blvd.,
Suite 6000
Denver, Colorado 80222-7900
Phone: (303) 586-5800
sehinc.com

City of Pueblo
211 E. 'D' Street
Pueblo, CO 81003
Phone: (719) 553-2295

Right of Way Plans
Monumentation Sheet & Line Table

Project Number: SHO M086-084
Project Location: Eagleridge Blvd & Dillon Dr Roundabout

Project Code:	Last Mod. Date	Subset	Sheet No.	Total Sheets
23584	07-18-25	5.01-5.01	5.01	9 of 12

■ XX

TABULATION OF ROW MONUMENTS TO BE SET

POINT NO.	NORTHING	EASTING	DESCRIPTION
301	1603397.70	3254698.22	TYPE 6
304	1603978.47	3254644.27	TYPE 6
305	1603447.79	3254667.05	TYPE 6
307	1603212.92	3254569.03	TYPE 6
308	1603266.63	3254544.61	TYPE 6
309	1603289.17	3254495.53	TYPE 6
310	1603289.64	3254512.69	TYPE 6
311	1603298.05	3254708.51	TYPE 6
312	1603207.43	3254649.34	TYPE 6

● XX

TABULATION OF PERMANENT EASEMENT MONUMENTS TO BE SET

POINT NO.	NORTHING	EASTING	DESCRIPTION
401	1603603.67	3254552.26	HUB/SPIKE/MAG
402	1603693.61	3254548.38	HUB/SPIKE/MAG
403	1603693.12	3254537.06	HUB/SPIKE/MAG
404	1603603.20	3254540.92	HUB/SPIKE/MAG

○ XX

TABULATION OF "INFORMATION ONLY" POINTS

POINT NO.	NORTHING	EASTING	DESCRIPTION
302	1603424.95	3254656.94	CALC POSITION
303	1603978.20	3254633.78	CALC POSITION
306	1603291.92	3254565.64	CALC POSITION

● XX

TABULATION OF TEMP. CONST. EASEMENT POINTS TO BE STAKED

POINT NO.	NORTHING	EASTING	DESCRIPTION
405	1603406.71	3254908.21	HUB/SPIKE/MAG
406	1603411.71	3254907.99	HUB/SPIKE/MAG
407	1603402.57	3259695.19	HUB/SPIKE/MAG
408	1603246.56	3254674.89	HUB/SPIKE/MAG
409	1603249.83	3254751.05	HUB/SPIKE/MAG
410	1603239.84	32547451.48	HUB/SPIKE/MAG
411	1603192.50	3254569.90	HUB/SPIKE/MAG
412	1603191.92	3254556.92	HUB/SPIKE/MAG
413	1603216.90	3254555.84	HUB/SPIKE/MAG
414	1603214.40	3254498.84	HUB/SPIKE/MAG
415	1603303.79	3254362.99	HUB/SPIKE/MAG
416	1603279.15	3254357.09	HUB/SPIKE/MAG
417	1603315.37	3254316.38	HUB/SPIKE/MAG
418	1603576.10	3254541.82	HUB/SPIKE/MAG
419	1603575.27	3254516.55	HUB/SPIKE/MAG
420	1603602.10	3254515.67	HUB/SPIKE/MAG
421	1603621.32	3254540.14	HUB/SPIKE/MAG
422	1603620.24	3254515.07	HUB/SPIKE/MAG
423	1603236.26	3254668.16	HUB/SPIKE/MAG

LINE TABLE

L1	N56°34'27"W	49.47'	L21	S87°29'00"W	57.06'
L2	N02°26'57"W	553.75'	L22	N02°32'04"W	74.85'
L3	N88°33'46"E	11.00'	L23	S13°26'57"W	25.34'
L4	S02°27'26"E	531.17'	L24	N77°37'10"W	47.98'
L5	S31°53'47"E	59.00'	L25	N13°20'12"E	26.65'
L6	S02°27'26"E	79.07'	L26	S76°03'11"E	48.03'
L7	N24°26'56"W	59.00'	L27	S88°06'26"W	25.29'
L8	N65°19'48"W	54.00'	L28	N01°53'07"W	26.83'
L9	N87°32'18"E	53.00'	L29	N87°30'40"E	25.27'
L10	N87°32'34"E	76.23'	L30	S01°56'24"E	27.09'
L11	N87°32'34"E	210.17'	L31	N01°53'07"W	18.17'
L12	N02°27'26"W	5.00'	L32	N87°32'34"E	25.09'
L13	S87°32'34"W	213.00'	L33	S02°27'26"E	18.16'
L14	S31°53'47"E	5.74'	L34	S87°30'40"W	11.36'
L15	N87°32'34"E	63.00'	L35	N02°27'26"W	90.03'
L16	S33°08'31"W	108.23'	L36	N87°32'34"E	11.36'
L17	N02°27'26"W	88.00'	L37	S02°27'26"E	90.02'
L18	S02°27'26"E	20.44'	L38	S02°27'26"E	10.00'
L19	S87°27'56"W	13.00'	L39	S87°32'34"W	83.39'
L20	N02°27'26"W	25.00'	L40	N33°08'31"E	12.30'

CURVE TABLE

	RADIUS	DELTA	LENGTH	CH. BEARING	CH. LENGTH
C1	547.77'	01°47'41"	17.16'	N88°25'36"E	17.16'

QUANTITY OF MONUMENTS TO BE SET

CAP TYPE	MONUMENT TYPE										
	1	1A	2	2A	3	3A	4	5	5(S)	6	OTHER
REFERENCE											
ROW										9	
CONTROL											
ALIQUOT CORNER											
PERMANENT EASEMENT											4
PROJECT POINTS											
WITNESS POST (REQUIRED)											

General Notes:

1. Refer to the M-629-1 Survey Monuments of the Standard Plans dated July, 2019 found in The Colorado Department of Transportation, M & S Standards for survey monument descriptions.

This plan set is subject to change and may not be the most current set. It is the user's responsibility to verify with the City of Pueblo that this set is the most current. The information contained on the attached drawing is not valid unless this copy bears an original signature of the Professional Land Surveyor hereon named.

COORDINATE DATUM: Project coordinates are modified Colorado State Plane South Zone (0503) NAD83 (2011) coordinates. The project seed point is NGS Monument 'B 4', PID:JK0064, a Benchmark Disk in top of concrete monument. The ground scale factor used to modify the coordinates is 1.000243360. To get from Project coordinates to State Plane coordinates: subtract the seed point northing and easting, divide by the ground scale factor, then add the seed point northing and easting.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

SURVEYOR STATEMENT (ROW MONUMENTS)

I,_____, a Professional Land Surveyor in the State of Colorado, do hereby state to the Colorado Department of Transportation, that based upon my knowledge, information and belief, adequate research, calculations and evaluation of survey evidence were performed and the Right-of-Way monuments depicted on this Right-of-Way Plan were set under my responsible charge in accordance with applicable standards of practice defined by Colorado Department of Transportation publications. This statement is not a guaranty or warranty, either expressed or implied.

PLS No. _____

X:\PT\P\PUEBL\166653\9-survey\92-CAD\10-C3d\Dillon RAB_ROWPlans.dwg7/18/2025 9:32:59 AM7/18/2025 9:32:59 AM

Colorado Department of Transportation
5615 Wills Blvd.
Suite A
Pueblo, CO 81008
Phone: (719) 546-5746
Region 2 Right of Way DRP

Sheet Revisions

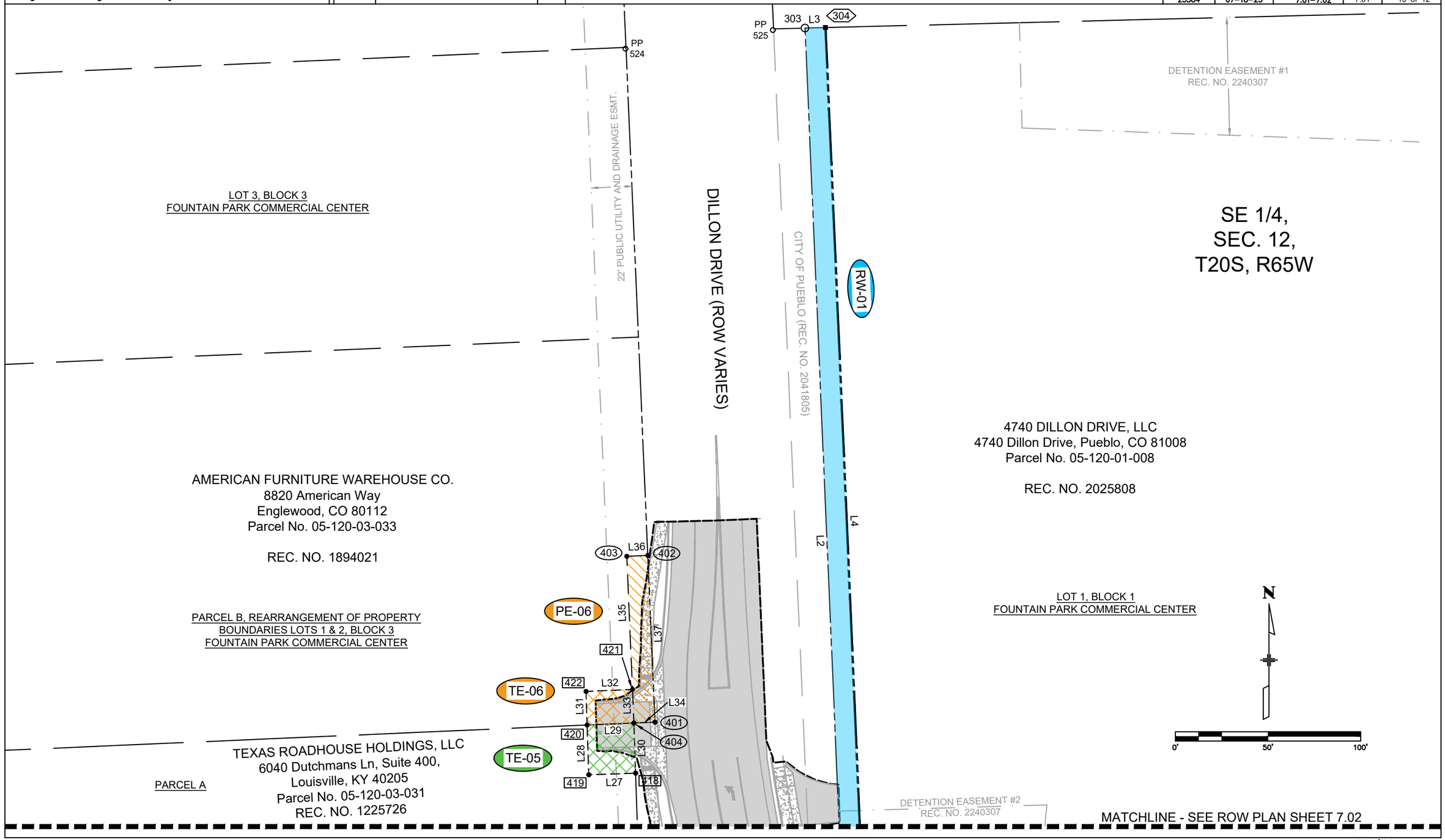
Date	Description	Initials

Short Elliott Hendrickson, Inc.
2000 S. Colorado Blvd.,
Suite 6000
Denver, Colorado 80222-7900
Phone: (303) 586-5800
sehinc.com

City of Pueblo
211 E. 'D' Street
Pueblo, CO 81003
Phone: (719) 553-2295

Right of Way Plans
Plan Sheet
Project Number: SHO M086-084
Project Location: Eagleridge Blvd & Dillon Dr
Roundabout

Project Code:	Last Mod. Date	Subset	Sheet No.	Total Sheets
23584	07-18-25	7.01-7.02	7.01	10 of 12



X:\PT\P\PUEBL\166653\9-survey\92-CAD\10-C3d\Dillon RAB_ROWPlans.dwg7/18/2025 9:33:27 AM7/18/2025 9:33:27 AM

Colorado Department of Transportation
5615 Wills Blvd.
Suite A
Pueblo, CO 81008
Phone: (719) 546-5746
Region 2 Right of Way DRP

Sheet Revisions		
Date	Description	Initials

Short Elliott Hendrickson, Inc.
2000 S. Colorado Blvd.,
Suite 6000
Denver, Colorado 80222-7900
Phone: (303) 586-5800
sehinc.com

City of Pueblo
211 E. 'D' Street
Pueblo, CO 81003
Phone: (719) 553-2295

Right of Way Plans				
Plan Sheet				
Project Number: SHO M086-084				
Project Location: Eagleridge Blvd & Dillon Dr				
Roundabout				
Project Code:	Last Mod. Date	Subset	Sheet No.	Total Sheets
23584	07-18-25	7.01-7.02	7.02	11 of 12

MATCHLINE - SEE ROW PLAN SHEET 7.01

SE 1/4,
SEC. 12,
T20S, R65W

PARCEL A, REARRANGEMENT OF PROPERTY
BOUNDARIES LOTS 1 & 2, BLOCK 3
FOUNTAIN PARK COMMERCIAL CENTER

TEXAS ROADHOUSE HOLDINGS, LLC
6040 Dutchmans Ln, Suite 400,
Louisville, KY 40205
Parcel No. 05-120-03-031

REC. NO. 1225726

4740 DILLON DRIVE, LLC
4740 Dillon Drive, Pueblo, CO 81008
Parcel No. 05-120-01-008

REC. NO. 2025808

DETENTION EASEMENT #2
REC. NO. 2240307

LOT 1, BLOCK 1
FOUNTAIN PARK COMMERCIAL CENTER

CDOT PERMANENT EASEMENT (REC. NO. 1503168)

DILLON DRIVE (ROW VARIES)

PUBLIC UTILITY AND DRAINAGE ESMT.

CITY OF PUEBLO (REC. NO. 1225726)

RW-01

TE-01

EASEMENT AND ROW TO CITY OF PUEBLO (REC. NO. 1225726)

EAGLE RIDGE BLVD (ROW VARIES)

RIGHT-OF-WAY DEDICATED BY PLAT OF BIG O TIRES SUBDIVISION

LOT 1, LUKAS FAMILY SUBDIVISION

LOT 2, BIG O TIRES SUBDIVISION

20' DRAINAGE ESMT. (REC. NO. 1331917)

INGRESS/EGRESS ESMT. (REC. NO. 1283321)

CDOT PE-103 (REC. NO. 1503168)

50' DRAINAGE AND UTIL. ESMT.

CDOT PE-103A (REC. NO. 1503168)

TE-04

RW-03

TE-03

RW-02

TE-02

INGREE/EGRESS ESMT. (BK. 2726, PG. 631)

INGRESS/EGRESS ESMT. (BK. 2877, PG. 317)

LOT 1, BLOCK 1 NORTH PUEBLO COMMERCIAL PARK FLG. NO. 2

SAM'S REAL ESTATE BUSINESS
C/O WAL-MART STORES, INC.
ATTN PROPERTY TAX DEPT
PO BOX 8050, Bentonville, AR 72712
Parcel No. 05-120-13-003

REC. NO. 1277452

MINI MART, INC.
302 W. 3rd St. Fl. 3,
Cincinatti, OH 45202
Parcel No. 05-120-11-001

REC. NO. 2102014

LOT 2, BLOCK 1 NORTH PUEBLO COMMERCIAL PARK FLG. NO. 1

PARCEL A, NORTH PUEBLO COMMERCIAL PARK, FLG. NO. 1
REARRANGEMENT OF PROPERTY BOUNDARIES, RPB-22-11

PUBLIC SERVICE CO. ESMT.
BK. 3030, PG. 420

QQ COLORADO LLC
492 W. Spring Creek Pl.,
Springville, UT 84663
Parcel No. 05-120-12-006

REC. NO. 2326804

CP 4

N

0' 50' 100'

X:\PT\P\PUEBL\166653\9-survey\92-CAD\10-C3d\Dillon RAB_ROWPlans.dwg7/18/2025 9:34:01 AM7/18/2025 9:34:01 AM

Colorado Department of Transportation
5615 Wills Blvd.
Suite A
Pueblo, CO 81008
Phone: (719) 546-5746
Region 2 Right of Way DRP

Sheet Revisions

Date	Description	Initials

Short Elliott Hendrickson, Inc.
2000 S. Colorado Blvd.,
Suite 6000
Denver, Colorado 80222-7900
Phone: (303) 586-5800
sehinc.com

City of Pueblo
211 E. 'D' Street
Pueblo, CO 81003
Phone: (719) 553-2295

Right of Way Plans
Ownership Sheet

Project Number: SHO M086-084
Project Location: Eagleridge Blvd & Dillon Dr
Roundabout

Project Code:	Last Mod. Date	Subset	Sheet No.	Total Sheets
23584	07-18-25	8.01-8.01	8.01	12 of 12



X:\PT\PUEBL\166653\9-survey\92-CAD\10-C3d\Dillon RAB_ROWPlans.dwg 7/18/2025 9:36:59 AM

Schedule 2

Fee Schedule

Consultant's Proposal in Response submitted December 18, 2025, Page 2

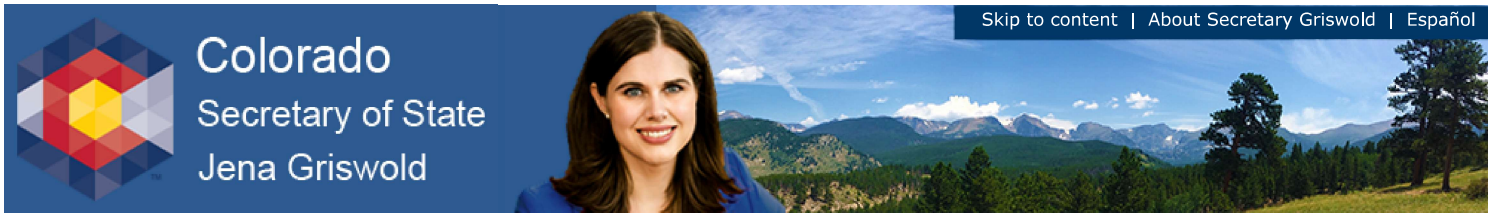
LUMP SUM TOTAL COST

$13,200

Additional Information for Agreement

Certificate of Good Standing

Insurance Certificate(s) – to be added prior to signature



Summary

For this Record...

Filing history and documents
Get a certificate of good standing
File a form

Subscribe to email notification
Unsubscribe from email notification
Subscribe to text notification
Unsubscribe from text notification

Business Home

Business Information
Business Search

FAQs, Glossary and Information

Details			
Name	Titan Commercial Valuation, LLC		
Status	Good Standing	**Formation date**	08/31/2020
ID number	20201756826	**Form**	Foreign Limited Liability Company
Periodic report month	August	**Jurisdiction**	Texas
Principal office street address	461 Woodland Ln, Golden, CO 80401, CO, Colombia		
Principal office mailing address	461 Woodland Ln, Golden, CO 80401, CO, Colombia		

Registered Agent	
Name	ANDRE NATHAN SUISSA
Street address	461 Woodland Ln, Golden, CO 80401, US
Mailing address	461 Woodland Ln, Golden, CO 80401, US

Filing history and documents
Get a certificate of good standing
Get certified copies of documents
File a form
Set up secure business filing
Subscribe to email notification
Unsubscribe from email notification
Subscribe to text notification
Unsubscribe from text notification

Back

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,

Titan Commercial Valuation, LLC

is an entity formed or registered under the law of Texas , 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 20201756826 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/11/2025 that have been posted, and by documents delivered to this office electronically through 12/22/2025 @ 13:05:12 .

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 12/22/2025 @ 13:05:12 in accordance with applicable law. This certificate is assigned Confirmation Number 18007298 .

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 website 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 website, https://www.coloradosos.gov/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 website, https://www.coloradosos.gov click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

City Clerk's Office Item # M7

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $64,888 TO BAHA CONSTRUCTION, INC., FOR PROJECT NO. 25-103, SOLAR LIGHTING INSTALLATION - ARKANSAS RIVER TRAIL, SETTING FORTH $13,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to Baha Construction, Inc., for Project No. 25-103, Solar Lighting Installation - Arkansas River Trail.

PREVIOUS COUNCIL ACTION:

Ordinance 10758 dated August 26, 2024, approved and accepted the Better LED and Solar Spaces Grant awarded by the State of Colorado Department of Public Safety, Division of Criminal Justice, to deter areas of crime via environmental design with upgrades and additions of LED and solar lighting at the Arkansas River Whitewater Park and pedestrian bridge, and found different parks within the City of Pueblo, established project account CI2445 - Better LED and Solar Spaces, and budgeted and appropriated funds in the amount of $853,413.00 to the account.

BACKGROUND:

In general, this project consists of the installation of solar lights along both sides of the Arkansas River Trail from Wildhorse Creek to Runyon Lake and other incidental items related to the construction. The Resolution awards the Construction Contract to Baha Construction, Inc.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $77,888.00 will be paid from Account Project No. CI2445 Better LED and Solar Spaces.

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-103 Bid Summary

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

RESOLUTION NO. 16219

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $64,888 TO BAHA CONSTRUCTION, INC., FOR PROJECT NO. 25-103, SOLAR LIGHTING INSTALLATION - ARKANSAS RIVER TRAIL, SETTING FORTH $13,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, bids for Project No. 25-103, Solar Lighting Installation - Arkansas River Trail have been received and examined; and,

WHEREAS, the proposal of Baha Construction, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 25-103 Solar Lighting Installation - Arkansas River Trail to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-103, Solar Lighting Installation - Arkansas River Trail, to be performed, and the contract for said project is hereby awarded to Baha Construction, Inc., in the amount of $64,888.00.

SECTION 2.

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

SECTION 3.

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…….$13,000.00

SECTION 4.

Funds for Project No. 25-103 (including contingencies and additional work), in the amount of $77,888.00 shall be from Account Project No. CI2445, Better LED and Solar Spaces Project.

SECTION 5.

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

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: January 12, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDEFC3D43C...
CITY CLERK

City of Pueblo
Purchasing
Naomi Hedden, Director
230 S. Mechanic St., Pueblo, CO 81003

EVALUATION TABULATION

IFB No. 25-103 (CI2415)

Solar Lighting Installation - Arkansas River Trail

RESPONSE DEADLINE: November 25, 2025 at 10:30 am
Report Generated: Tuesday, November 25, 2025

VENDOR TOTALS

Vendor	Total
Baha Construction, Inc.	$64,888.00
Morton Electric, Inc.	$129,636.00
Miller Pipeline, LLC	$172,840.00
Fonroche Lighting America Inc	$251,467.00

BASE BID

BASE BID					Baha Construction, Inc.		Fonroche Lighting America Inc		Miller Pipeline, LLC		Morton Electric, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Install Solar Lights	112	EA	$455.00	$50,960.00	$2,016.50	$225,848.00	$1,320.00	$147,840.00	$680.00	$76,160.00
X	2	Erosion and Sediment Control	1	LS	$1,200.00	$1,200.00	$23,378.00	$23,378.00	$6,000.00	$6,000.00	$24,114.00	$24,114.00
X	3	Traffic Control	1	LS	$600.00	$600.00	$0.00	$0.00	$4,000.00	$4,000.00	$12,362.00	$12,362.00
X	4	Mobilization	1	LS	$12,128.00	$12,128.00	$2,241.00	$2,241.00	$15,000.00	$15,000.00	$17,000.00	$17,000.00
Total						$64,888.00		$251,467.00		$172,840.00		$129,636.00

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

City Clerk's Office Item # M8

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $3,568.75 FROM PROJECT ACCOUNT HUAN01, STREET RESURFACING TO HU2508, CONCRETE IMP - W 3RD & COURT, APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $3,917 TO BALANCE CONCRETE, LLC., FOR PROJECT NO. 25-078, CONCRETE IMPROVEMENTS – WEST 3RD STREET AND COURT STREET AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution transfers $3,568.75 from HUAN01 to HU2508 and approves Contract Amendment No. 1 in the amount of $3,917.00 to Balance Concrete, LLC, for Project No. 25-078, Concrete Improvements – West 3rd Street and Court Street.

PREVIOUS COUNCIL ACTION:

Resolution 16107, dated September 8, 2025, awarded a Construction Contract, in the amount of $36,002.90, to Balance Concrete, LLC, and set forth $6,000.00 for contingencies and additional work, for Project No. 25-078, Concrete Improvements – West 3rd Street and Court Street

BACKGROUND:

The original project, awarded to Balance Concrete, LLC, consisted of the removal and replacement of concrete sidewalk, curb and gutter, tree removal and other incidental items located on West 3rd Street and Court Street. Contract Amendment No. 1 reflects the cost to provide additional patches in driveways and additional flow fill. The cost of the additional work exceeds the threshold for administrative approval of a change order and a contract amendment will be required to award and complete the additional work.

This Resolution approves an amendment to increase the contract award amount previously awarded to Balance Concrete, LLC.

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

FINANCIAL IMPLICATIONS:

Funding in the amount of $3,568.75 will be transferred from Account Project HUAN01, Street Resurfacing into Account Project HU2508, Concrete Imp - W 3rd & Court.

Funding in the amount of $3,917.00, will be paid from Project Account HU2508, Concrete Imp - W 3rd & Court.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution would cancel the additional work necessary to complete the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-078 Amendment No 1 - Balance Concrete

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

RESOLUTION NO. 16220

A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $3,568.75 FROM PROJECT ACCOUNT HUAN01, STREET RESURFACING TO HU2508, CONCRETE IMP - W 3RD & COURT, APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $3,917 TO BALANCE CONCRETE, LLC., FOR PROJECT NO. 25-078, CONCRETE IMPROVEMENTS – WEST 3RD STREET AND COURT STREET AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, a Construction Contract was awarded to Balance Concrete, LLC, under Project No. 25-078; and

WHEREAS, a contract amendment is requested for the purpose of completing additional patches in driveways and additional flow fill to complete the project; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of $3,568.75 are hereby transferred from Account Project HUAN01 Street Resurfacing to Account Project HU2508 Concrete Imp - W 3rd & Court

SECTION 2.

Contract Amendment No. 1 to the Construction Contract for Concrete Improvements – West 3rd Street and Court Street with Balance Concrete, LLC, Project No. 25-078, in the amount of $3,917.00, 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 the Amendment.

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 same.

SECTION 4.

Funds in the amount of $3,917.00 shall be from Project Account HU2508, Concrete Imp - W 3rd & Court.

SECTION 5.

The officers and staff of the City of Pueblo are authorized to perform any and all acts consistent with this Resolution and the Amendment to implement the policies and procedures described herein. Furthermore, all actions previously taken by officers and staff of the City

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

consistent with the Amendment, including any payments authorized under the contract, are hereby ratified.

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: January 12, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
CITY CLERK

AMENDMENT NO. 1 TO
CONSTRUCTION CONTRACT

This Amendment No. 1 to a construction contract ("Amendment") is executed to be effective as of January 13, 2025, by and between the City of Pueblo, a Colorado Municipal Corporation ("City") and Balance Concrete, LLC, a Colorado Limited Liability Company ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated September 22, 2025, for Project 25-078 (HUAN01) Concrete Improvements – West 3rd Street and Court Street, the "Construction Agreement"; and

WHEREAS, City and Contractor desire to amend the Construction Agreement subject to the terms and conditions set forth herein.

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

1. The Request for Quotation for additional work attached hereto, and labelled Exhibit 1, is hereby accepted and approved. The Construction Agreement is amended to incorporate all additional work to be performed as contemplated by and at the prices set forth in the Request for Quotation. Contractor shall perform all such work subject to and consistent with all requirements and provisions of the Construction Agreement. Contractor shall perform all acts necessary or required as a result of this Amendment. The time for completion of all work under the Construction Agreement including the additional work to be performed under this Amendment shall be increased by three (3) days.

2. Except as expressly modified by this Amendment, the Construction Agreement shall remain in full force and effect. Except as modified by this Amendment, any obligations to be performed under the Construction Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Construction Agreement as it existed prior to this Amendment.

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

BALANCE CONCRETE, LLC

By _____
Jesus Elias Hernandez, Managing Member

CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

By _____
Naomi Hedden, Director of Purchasing

ATTEST:

_____
Marisa Stoller, City Clerk

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

_____
Danny Nunn, Director of Finance

APPROVED AS TO FORM DEPARTMENT OF LAW:

_____
Robert P. Jagger, Deputy City Attorney

EXHIBIT 1
REQUEST FOR QUOTATIONS

Project 25-078 (HUAN01) Concrete Improvements - West 3rd Street and Court Street

The undersigned hereby proposes to furnish all labor, materials, tools, equipment, and all utility/transportation services necessary to perform and complete, in an industry acceptable and professional manner, construction in accordance with the plans and specifications as prepared by or for the City of Pueblo, Colorado, for the sums set forth in the following schedule:

Additional Work Items	Quantity	Grand Total for Additional Work
• Additional patches in driveways • Additional flow fill	Lump Sum	$3,917.00

(Thee Thousand Nine Hundred Seventeen Dollars and 00/100----------($3,917.00)

The undersigned has examined the quantities shown against the plans and specifications and accepts the said quantities as substantially correct, both as to classification and amount, and as correctly listing the work to be completed. The City is not responsible for bidding errors resulting from Contractor's failure to follow this requirement.

BALANCE CONCRETE, LLC

By: _____
Jesus Elias Hernandez, Managing Member

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

City Clerk's Office Item # M9

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: A RESOLUTION DESIGNATING PUBLIC PLACES FOR THE POSTING OF NOTICE OF MEETINGS FOR THE PUEBLO CITY COUNCIL FOR THE YEAR 2026

SUMMARY:

This Resolution designates the public places for the posting of notices of all meetings of the City Council at which the adoption of a proposed policy, position, resolution, rule, regulation or formal action occurs, or at which a majority or quorum of the body is in attendance or is expected to be in attendance.

PREVIOUS COUNCIL ACTION:

The public place for posting official notice for such public meetings is designated annually at the first regular meeting of each calendar year.

BACKGROUND:

Pursuant to 24-6-402(2)(c) C.R.S., any meetings at which the adoption of a proposed policy, position, resolution, rule, regulation or formal action occurs, or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice is given to the public. The public place for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year.

Traditionally City Hall has been the designated public place for the posting of notice of meetings, specifically the bulletin board on the first floor under the supervision of the City Clerk. In 2014, the City's Webpage was added as an additional designated public place for the posting of notice of meetings.

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable for this Resolution.

STAKEHOLDER PROCESS:

Not Applicable for this Resolution.

ALTERNATIVES:

Designate a different location as the official bulletin board.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

RESOLUTION NO. 16221

A RESOLUTION DESIGNATING PUBLIC PLACES FOR THE POSTING OF NOTICE OF MEETINGS FOR THE PUEBLO CITY COUNCIL FOR THE YEAR 2026

WHEREAS, pursuant to Section 24-6-402(2)(c)(I) C.R.S., any meetings at which the adoption of a proposed policy, position, resolution, rule, regulation or formal action occurs, or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice is given to the public; and(I)

WHEREAS, the public places for posting such notices shall be designated annually at the local public body's first regular meeting of each calendar year; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The bulletin board located outside the Office of the City Clerk on the first floor of City Hall, #1 City Hall Place, Pueblo, Colorado, and the City of Pueblo's Webpage (www.pueblo.us), are hereby designated as the two public places for posting of notice of meetings for the Pueblo City Council. The posting shall include specific agenda information when possible.

SECTION 2.

The notice of meetings shall be posted no less than twenty-four hours prior to the holding of the meeting.

SECTION 3.

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 4.

This Resolution shall become effective upon passage and approval.

INTRODUCED: January 12, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51623AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
CITY CLERK

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

City Clerk's Office Item # M10

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: A RESOLUTION DESIGNATING A PUBLIC PLACE FOR THE POSTING OF NOTICE OF MEETINGS FOR ALL BOARDS, COMMISSIONS, AND COMMITTEES OF THE CITY OF PUEBLO FOR THE YEAR 2026

SUMMARY:

This Resolution designates the public place for the posting of notices of meetings for all Boards, Commissions, and Committees appointed by the City of Pueblo for the year 2026.

PREVIOUS COUNCIL ACTION:

The public place for posting notices for such public meetings is designated annually at the first City Council meeting of each calendar year.

BACKGROUND:

Pursuant to 24-6-402(2)(c) C.R.S., any meetings at which the adoption of a proposed policy, position, resolution, rule, regulation or formal action occurs, or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice is given to the public.

Traditionally City Hall has been the designated public place for the posting of notices of meetings, specifically the bulletin board on the first floor of City Hall under the supervision of the City Clerk.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable for this Resolution.

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

STAKEHOLDER PROCESS:

Not Applicable for this Resolution.

ALTERNATIVES:

Designate a different location as the official bulletin board.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

RESOLUTION NO. 16222

A RESOLUTION DESIGNATING A PUBLIC PLACE FOR THE POSTING OF NOTICE OF MEETINGS FOR ALL BOARDS, COMMISSIONS, AND COMMITTEES OF THE CITY OF PUEBLO FOR THE YEAR 2026

WHEREAS, pursuant to Section 24-6-402(2)(c)(I), C.R.S., any meetings at which the adoption of a proposed policy, position, resolution, rule, regulation or formal action occurs, or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice is given to the public; and

WHEREAS, the public place for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The bulletin board located outside the Office of the City Clerk on the first floor of City Hall, #1 City Hall Place, Pueblo, Colorado is hereby designated as the official bulletin board for the posting of meetings for all Boards, Commissions, and Committees of the City of Pueblo. The posting shall include specific agenda information when possible.

SECTION 2.

The notice of meetings shall be posted no less than twenty-four hours prior to the holding of the meeting.

SECTION 3.

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 4.

This Resolution shall become effective upon passage and approval.

INTRODUCED: January 12, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
CITY CLERK

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

City Clerk's Office Item # M11

city of PUEBLO colorado

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Executive Assistant to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT OF CITY OFFICIALS TO VARIOUS BOARDS AND COMMISSIONS FOR THE YEAR 2026

SUMMARY:

This Resolution will appoint a City representative to the Boards and Commissions where it is either required that a City Official be a member or it has been the policy to have a City Official serve on the Board or Commission.

These Boards and Commissions include the following:

- City/County Library District Board of Trustees Appointment Committee - 2 Positions
- Committee on Disposition of Forfeited Property
- Pueblo Homeless Commission
- Fountain Creek Watershed Flood Control Governing Board
- Alternate for Fountain Creek Watershed Flood Control Governing Board
- HARP Authority Board of Directors
- Planning and Zoning Commission
- Southern Colorado Building Commission
- Pueblo Urban Renewal Authority
- Ex-Officio Member of the Pueblo Urban Renewal Authority
- Pueblo Memorial Airport Advisory Committee
- Latino Chamber Board of Directors

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

PREVIOUS COUNCIL ACTION:

These appointments are confirmed on an annual basis.

BACKGROUND:

Annual appointments are made by the Mayor assigning a City representative to serve on Boards and Commissions where it is either required by legislation that a City Official be a member, or it has been the policy to have a City Official serve on a particular Board or Commission.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable for this Resolution.

STAKEHOLDER PROCESS:

Not applicable for this Resolution.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

RESOLUTION NO. 16229

A RESOLUTION CONFIRMING THE APPOINTMENT OF CITY OFFICIALS TO VARIOUS BOARDS AND COMMISSIONS FOR THE YEAR 2026

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointments; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Selena Ruiz-Gomez and Diane Danti to serve as the City Representatives on the City/County Library District Board of Trustees Appointment Committee for one-year terms expiring January 31, 2027.

SECTION 2.

Selena Ruiz-Gomez to serve as the City Representative on the Committee on Disposition of Forfeited Property for a one-year term expiring January 31, 2027.

SECTION 3.

Diane Danti to serve as the City Representative on the Pueblo Homeless Commission for a one-year term expiring January 31, 2027.

SECTION 4.

Diane Danti to serve as the City Representative and Mark Aliff to serve as the Alternate City Representative to serve on the Fountain Creek Watershed Flood Control & Greenway District Governing Board for two-year terms expiring January 31, 2028.

SECTION 5.

Mark Aliff to serve as the City Representative on the HARP Authority Board of Directors for a one-year term expiring January 31, 2027.

SECTION 6.

Brett Boston to serve as the City Representative on the Planning and Zoning Commission for a one-year term expiring January 31, 2027.

SECTION 7.

Ted Hernandez to serve as the City Representative on the Southern Colorado Building Commission for a one-year term expiring January 31, 2027.

SECTION 8.

Mayor Heather Graham to serve as the City Representative on the Pueblo Urban Renewal Authority and Brett Boston to serve as the Ex-Officio City Representative of the Pueblo Urban Renewal Authority for a one-year term expiring January 31, 2027.

SECTION 9.

Joe Latino to serve as the City Representative on the Pueblo Memorial Airport Advisory Committee for a one-year term expiring January 31, 2027.

SECTION 10.

Ted Hernandez to serve as the City Representative on the Latino Chamber Board of Directors as ex-officio for a one-year term expiring January 31, 2027.

SECTION 11.

These appointments by the Mayor shall be and are hereby confirmed by the City Council.

SECTION 12.

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

SECTION 13.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: January 12, 2026

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by:
CITY CLERK

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

City Clerk's Office Item # M12

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Executive Assistant to the Mayor

SUBJECT: A RESOLUTION RATIFYING THE JOINT APPOINTMENT OF JEFF CHOSTNER TO THE FOUNTAIN CREEK WATERSHED FLOOD CONTROL & GREENWAY DISTRICT GOVERNING BOARD

SUMMARY:

This resolution ratifies the joint City-County appointment of members to serve on the Fountain Creek Watershed Flood Control & Greenway District Governing Board.

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Fountain Creek Watershed Flood Control & Greenway District Governing Board are made on an annual basis selecting individuals to serve expiring or vacant terms. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

There is one (1) upcoming vacancy on the Fountain Creek Watershed Flood Control & Greenway District Governing Board for a joint City-County appointment of a member to serve a two-year term as a citizen-at-large. The vacancy's term will expire January 31, 2028. One application was received from Jeff Chostner.

FINANCIAL IMPLICATIONS:

This is a volunteer board and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council in agreement with the County Commissioners could remove the Resolution from the Agenda, and reevaluation the applications or request that the recruitment process be extended in order to receive additional applications for consideration.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

RESOLUTION NO. 16223

A RESOLUTION RATIFYING THE JOINT APPOINTMENT OF JEFF CHOSTNER TO THE FOUNTAIN CREEK WATERSHED FLOOD CONTROL & GREENWAY DISTRICT GOVERNING BOARD

WHEREAS, the Board of County Commissioners have duly convened and selected Jeff Chostner to serve a two-year term as a citizen-at-large on the Fountain Creek Watershed Flood Control & Greenway District Governing Board expiring on January 31, 2028; it is now the desire of the Pueblo City Council to ratify said appointment; and

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The joint appointment of Jeff Chostner to the Fountain Creek Watershed Flood Control & Greenway District Governing Board to serve a two-year term expiring January 31, 2028, shall be and hereby is ratified.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: January 12, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51623AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFEC3D43C...
CITY CLERK

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

City Clerk's Office Item # M13

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: A RESOLUTION REQUESTING THE PUEBLO URBAN RENEWAL AUTHORITY ADDRESS BLIGHTED PROPERTIES ALONG WEST NORTHERN AVENUE WITHIN THE COLORADO SMELTER URBAN RENEWAL PLAN AREA CONSISTENT WITH THE APPROVED URBAN RENEWAL PLAN, THE COMPREHENSIVE PLAN, THE CITY STRATEGIC PLAN, AND THE COLORADO SMELTER REVITALIZATION PLAN

SUMMARY:

Attached is a Resolution requesting the Pueblo Urban Renewal Authority ("PURA") address blighted properties along West Northern Avenue within the Colorado Smelter Urban Renewal Plan Area.

PREVIOUS COUNCIL ACTION:

On September 9, 2024, by Ordinance No. 10790, City Council approved the Colorado Smelter Urban Renewal Plan.

BACKGROUND:

West Northern Avenue is within the Colorado Smelter Urban Renewal Plan Area which was approved by City Council on September 9, 2024. Several properties along the West Northern corridor have been vandalized, destroyed by fire and the structures are deteriorating. These properties create an attractive nuisance for vagrants and criminal behavior, which creates an unsanitary and unsafe condition to the public. These properties also contribute to the blight in this urban renewal area.

The City is working to purchase the property at 316-322 West Northern Avenue for rehabilitation and thus, working to reduce blight and encourage renewal in this area. The City is requesting PURA take steps to acquire property or otherwise address blight along the West Northern Avenue corridor to likewise enhance the area and be consistent with the City's policy goals.

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The City may refuse to adopt this resolution.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

RESOLUTION NO. 16224

A RESOLUTION REQUESTING THE PUEBLO URBAN RENEWAL AUTHORITY ADDRESS BLIGHTED PROPERTIES ALONG WEST NORTHERN AVENUE WITHIN THE COLORADO SMELTER URBAN RENEWAL PLAN AREA CONSISTENT WITH THE APPROVED URBAN RENEWAL PLAN, THE COMPREHENSIVE PLAN, THE CITY STRATEGIC PLAN, AND THE COLORADO SMELTER REVITALIZATION PLAN

WHEREAS, West Northern Avenue (the "Property") is within the Colorado Smelter Urban Renewal Plan Area; and

WHEREAS, certain properties within the West Northern Avenue have been vandalized, severely damaged by fire, and are deteriorating; and

WHEREAS, these properties are an attractive nuisance for vagrants and criminal behavior, which creates unsanitary and unsafe conditions for the public; and

WHEREAS, the properties contribute to the blight in this urban renewal area; and

WHEREAS, the City is working to purchase property within the Colorado Smelter Urban Renewal Plan Area located at 316-322 West Northern Avenue for rehabilitation and to reduce blight in the area; and; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council hereby requests and directs the Pueblo Urban Renewal Authority to take all lawful actions necessary to expeditiously acquire properties or otherwise eliminate blighted structures located along West Northern Avenue, Pueblo, Colorado. City Council finds that such action is in the public's best interest and necessary to remove blight and encourage renewal and revitalization of the Colorado Smelter Urban Renewal Plan Area. City Council further finds such action is consistent with the Colorado Smelter Urban Renewal Plan as approved by City Council on September 9, 2024, the Pueblo Regional Comprehensive Plan (September 2022), as well as the City's overall policy goals.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution.

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: January 12, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B2A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFEC3D43C...
CITY CLERK

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

City Clerk's Office Item # M14

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: A RESOLUTION CONSENTING TO PARTICIPATION OF THE SOUTHERN COLORADO BUILDING DEPARTMENT IN THE COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA)

SUMMARY:

Attached is a Resolution which provides the City's consent for the Southern Colorado Building Department to participate in the Colorado Intergovernmental Risk Sharing Agency ("CIRSA").

PREVIOUS COUNCIL ACTION:

On November 26, 2025, by Ordinance 11081, City Council approved the Intergovernmental Agreement for the Operation of the Southern Colorado Building Department.

BACKGROUND:

On November 26, 2026, City Council approved the Intergovernmental Agreement for the Operation of the Southern Colorado Building Department ("SCBD") by and between the City of Pueblo and the Town of Boone. SCBD replaced the Pueblo Regional Building Department effective January 1, 2026.

CIRSA is a public entity self-insurance pool in which the City of Pueblo participates. An affiliated public entity operating through an intergovernmental agreement with a member municipality may also participate in CIRSA with the sponsorship of the member entity. SCBD was formed through an intergovernmental agreement and is a public entity, as that term is defined in Colorado Revised Statutes Section 24-10-103, affiliated with the City. CIRSA has requested this resolution to demonstrate the City's consent to the participation of SCBD in CIRSA.

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The City may refuse to adopt this resolution.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

RESOLUTION NO. 16225

A RESOLUTION CONSENTING TO PARTICIPATION OF THE SOUTHERN COLORADO BUILDING DEPARTMENT IN THE COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY (CIRSA)

WHEREAS, the City of Pueblo is a member of the Colorado Intergovernmental Risk Sharing Agency ("CIRSA"), a public entity self-insurance pool providing property and casualty coverage, workers' compensation coverage, or both, to its members; and

WHEREAS, Southern Colorado Building Department ("SCBD") is a public entity as said term is defined in C.R.S. §24-10-103; and

WHEREAS, SCBD was formed pursuant to C.R.S. §29-1-203 through an intergovernmental agreement between the City of Pueblo and Town of Boone to perform one or more functions, services, or facilities lawfully authorized to the City of Pueblo and the Town of Boone; and

WHEREAS, SCBD has made application for membership in CIRSA; NOW, THEREFORE,

WHEREAS, the City of Pueblo desires to consent to SCBD's participation in CIRSA.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council hereby consents to the participation of SCBD in CIRSA.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution, including but not limited to forwarding a copy of this Resolution to SCBD and CIRSA.

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: January 12, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A4F518234AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDEFC3D43C...
CITY CLERK

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

City Clerk's Office Item # M15

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF STEVEN 'CHRIS' NOELLER TO THE POSITION OF DEPUTY MAYOR

SUMMARY:

The Mayor has appointed Steven 'Chris' Noeller to the position of Deputy Mayor and requests confirmation of said appointment by the City Council. This appointment is based on Mr. Noeller's education, training, experience and fitness for the position.

PREVIOUS COUNCIL ACTION:

On December 23, 2024, with Resolution #15864, City Council confirmed the appointment of Police Chief Steven 'Chris' Noeller to the position of Deputy Mayor for 2025. The Council had previously confirmed Chief Noeller's appointment to the same position on February 12, 2024.Historically, the Council appointed Troy Davenport to the position of Deputy Mayor on March 11, 2019. Subsequently, on April 26, 2021, Fire Chief Barbara Huber was appointed to the position, a role she was confirmed in once again on December 27, 2022.

BACKGROUND:

Mayor Heather Graham has appointed Steven 'Chris' Noeller, who currently serves as the City's Police Chief, to serve as Deputy Mayor for 2026. Mr. Noeller has served as Police Chief since August 2021. He has worked for the Pueblo Police Department for almost 27 years, starting out as a Patrol Officer in 1996. He holds a Master of Arts Degree - Criminal Justice from Boston University (2017). He served in the United States Navy Reserves from 1989-2001. Mr. Noeller has extensive leadership skills and personal investment in the Pueblo community, qualifying him to serve as Deputy Mayor.

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

FINANCIAL IMPLICATIONS:

Mr. Noeller will continue to serve as Police Chief and will not receive additional compensation as Deputy Mayor.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Failure to confirm the appointment of the Deputy Mayor will result in that position remaining vacant.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

RESOLUTION NO. 16226

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF STEVEN 'CHRIS' NOELLER TO THE POSITION OF DEPUTY MAYOR

WHEREAS, Section 4-5 of the City Charter requires that the Mayor appoint a Deputy Mayor on an annual basis; and

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Police Chief Steven 'Chris' Noeller to the position of Deputy Mayor; and

WHEREAS, Mr. Noeller meets and surpasses the qualifications for appointment as the Deputy Mayor, based upon his education, training and experience; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Steven 'Chris' Noeller as Deputy Mayor shall be and hereby is confirmed by the City Council.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: January 12, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: C02EBDEFC3D43C...
CITY CLERK

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

City Clerk's Office Item # M16

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Mayor Heather Graham

SUBJECT: A RESOLUTION DIRECTING THE PUEBLO URBAN RENEWAL AUTHORITY TO ACQUIRE OWNERSHIP OF TWO PARCELS LOCATED AT 420 W NORTHERN AVENUE (PARCEL 1512101003) AND 418 W NORTHERN AVENUE (PARCEL 1512101004) FOR REDEVELOPMENT PURPOSES

SUMMARY:

This Resolution directs the Pueblo Urban Renewal Authority (PURA) to acquire the properties as described below to be targeted for redevelopment using Community Development Block Grant Funding. This acquisition may take place a variety of ways, including through private purchase, tax or other lien sale, or through condemnation authorities vested in them through (site urban renewal authority law)

418 West Northern Avenue, Pueblo, CO 81004, Parcel #1512101004
420 West Northern Avenue, Pueblo, CO 81004, Parcel #1512101003

PREVIOUS COUNCIL ACTION:

No Previous Council Action.

BACKGROUND:

The Pueblo Urban Renewal Authority (PURA) possesses the statutory authority under the Colorado Urban Renewal Law (C.R.S. § 31-25-101 et seq.) to acquire real property within designated urban renewal areas by purchase, negotiation, tax sale, foreclosure of liens, or eminent domain when necessary to assemble sites for effective redevelopment. The City of Pueblo receives an annual allocation of Community Development Block Grant (CDBG) funding. One eligible use of this funding includes economic development in low-moderate income neighborhoods. The City is asking the PURA to acquire this property. Once acquired, the City intends to use CDBG funds to create a community space, which will include parking, upgraded lighting, and other improvements.

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

This project is part of a broader strategic approach to rejuvenate the Bessemer neighborhood by removing blight and creating community amenities

FINANCIAL IMPLICATIONS:

There are no direct financial implications for this ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

Council could deny this action and it would result in the ownership remaining as-is.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Urban Renewal Purchase

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

RESOLUTION NO. 16227

A RESOLUTION DIRECTING THE PUEBLO URBAN RENEWAL AUTHORITY TO ACQUIRE OWNERSHIP OF TWO PARCELS LOCATED AT 420 W NORTHERN AVENUE (PARCEL 1512101003) AND 418 W NORTHERN AVENUE (PARCEL 1512101004) FOR REDEVELOPMENT PURPOSES

WHEREAS, the City of Pueblo has identified the properties located at 418–420 West Northern Avenue (the "Properties") as blighted and in need of redevelopment to eliminate health and safety hazards, promote economic vitality, and enhance the quality of life in the surrounding neighborhood; and

WHEREAS, acquisition and redevelopment of the Properties align with the City's approved urban renewal plan and qualify for funding through the Community Development Block Grant (CDBG) program; and,

WHEREAS, acquisition and transformation of the Properties into a vibrant community space—featuring parking, enhanced lighting, landscaping, and other public amenities—directly supports the City's broader strategy to revitalize the Bessemer area by removing blight and creating welcoming, accessible gathering places for residents; and

WHEREAS, the Pueblo Urban Renewal Authority (PURA) possesses the statutory authority under the Colorado Urban Renewal Law (C.R.S. § 31-25-101 et seq.) to acquire real property within designated urban renewal areas by purchase, negotiation, tax sale, foreclosure of liens, or eminent domain when necessary to assemble sites for effective redevelopment; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Pueblo Urban Renewal Authority is hereby authorized and directed to acquire the Properties located at 418–420 West Northern Avenue for the purpose of community redevelopment.

SECTION 2.

Acquisition may be accomplished by any lawful means available to PURA, including voluntary purchase, negotiation, acquisition through tax or lien sale, or, as a last resort, the exercise of eminent domain powers.

SECTION 3.

Upon acquisition, the City intends to utilize available Community Development Block Grant funds to develop the site as a public community space, including parking, upgraded lighting, and related improvements.

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

SECTION 4.

PURA and City staff shall proceed in full compliance with state and federal law, ensuring just compensation, relocation assistance where required, and maximum public benefit.

SECTION 5.

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.

INTRODUCED: January 12, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B2A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02E8DFFC3D43C...
CITY CLERK

City Clerk's Office Item #_____

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: January 12, 2025

TO: President Mark Aliff and Members of City Council

CC: Heather Graham, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Melissa Cook, Director of Housing and Citizen Services

A RESOLUTION DIRECTING THE PUEBLO URBAN RENEWAL AUTHORITY TO ACQUIRE OWNERSHIP OF TWO PARCELS LOCATED AT 420 W NORTHERN AVENUE (PARCEL 1512101003) AND 418 W NORTHERN AVENUE (PARCEL 1512101004) FOR REDEVELOPMENT PURPOSES

SUMMARY:

This Resolution directs the Pueblo Urban Renewal Authority (PURA) to acquire the properties as described below to be targeted for redevelopment using Community Development Block Grant Funding. This acquisition may take place a variety of ways, including through private purchase, tax or other lien sale, or through condemnation authorities vested in them through (site urban renewal authority law)

418 West Northern Avenue, Pueblo, CO 81004, Parcel #1512101004
420 West Northern Avenue, Pueblo, CO 81004, Parcel #1512101003

PREVIOUS COUNCIL ACTION:

No Previous Council Action.

BACKGROUND:

The Pueblo Urban Renewal Authority (PURA) possesses the statutory authority under the Colorado Urban Renewal Law (C.R.S. § 31-25-101 et seq.) to acquire real property within designated urban renewal areas by purchase, negotiation, tax sale, foreclosure of liens, or eminent domain when necessary to assemble sites for effective redevelopment.

The City of Pueblo receives an annual allocation of Community Development Block Grant (CDBG) funding. One eligible use of this funding includes economic development in low-moderate income neighborhoods. The City is asking the PURA to acquire this property. Once acquired, the City intends to use CDBG funds to create a community space, which will include parking, upgraded lighting, and other improvements.

This project is part of a broader strategic approach to rejuvenate the Bessemer neighborhood by removing blight and creating community amenities.

FINANCIAL IMPLICATIONS:

There are no direct financial implications for this ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

Council could deny this action and it would result in the ownership remaining as-is.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

N/A

RESOLUTION NO. _____

A RESOLUTION DIRECTING THE PUEBLO URBAN RENEWAL AUTHORITY TO ACQUIRE OWNERSHIP OF TWO PARCELS LOCATED AT 420 W NORTHERN AVENUE (PARCEL 1512101003) AND 418 W NORTHERN AVENUE (PARCEL 1512101004) FOR REDEVELOPMENT PURPOSES

WHEREAS, the City of Pueblo has identified the properties located at 418–420 West Northern Avenue (the "Properties") as blighted and in need of redevelopment to eliminate health and safety hazards, promote economic vitality, and enhance the quality of life in the surrounding neighborhood; and

WHEREAS, acquisition and redevelopment of the Properties align with the City's approved urban renewal plan and qualify for funding through the Community Development Block Grant (CDBG) program; and.

WHEREAS, acquisition and transformation of the Properties into a vibrant community space—featuring parking, enhanced lighting, landscaping, and other public amenities—directly supports the City's broader strategy to revitalize the Bessemer area by removing blight and creating welcoming, accessible gathering places for residents; and

WHEREAS, the Pueblo Urban Renewal Authority (PURA) possesses the statutory authority under the Colorado Urban Renewal Law (C.R.S. § 31-25-101 et seq.) to acquire real property within designated urban renewal areas by purchase, negotiation, tax sale, foreclosure of liens, or eminent domain when necessary to assemble sites for effective redevelopment;

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

SECTION 1

The Pueblo Urban Renewal Authority is hereby authorized and directed to acquire the Properties located at 418–420 West Northern Avenue for the purpose of community redevelopment.

SECTION 2

Acquisition may be accomplished by any lawful means available to PURA, including voluntary purchase, negotiation, acquisition through tax or lien sale, or, as a last resort, the exercise of eminent domain powers.

SECTION 3

Upon acquisition, the City intends to utilize available Community Development Block Grant funds to develop the site as a public community space, including parking, upgraded lighting, and related improvements.

SECTION 4

PURA and City staff shall proceed in full compliance with state and federal law, ensuring just compensation, relocation assistance where required, and maximum public benefit.

SECTION 5

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.

Action by City Council:

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

Final adoption of Resolution 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.

☐ Resolution re-adopted on a vote of _____, on_____

☐ Council action on _____failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

City Clerk's Office Item # M17

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION ADOPTING AND APPROVING THE 2026 STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS FOR THE CITY OF PUEBLO, COLORADO

SUMMARY:

This Resolution adopts the 2026 Standard Construction Specifications and Standard Details for the City of Pueblo, Colorado.

PREVIOUS COUNCIL ACTION:

City Council adopted the current Standard Construction Specifications and Standard Details by Resolution 14853, dated April 11, 2022.

Subsequently, the Standards were revised by Resolutions 15088, 15114 and 15139, approved on December 12, 2022, January 9, 2023, and February 13, 2023.

The 2025 Standard Construction Specifications and Standard Details were adopted by Resolution 15819 on November 11, 2024.

BACKGROUND:

The Public Works Department – in coordination with other departments responsible for managing the City of Pueblo Public Infrastructure Systems – develops construction standards and specifications that apply to all City of Pueblo 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 of Pueblo.

These standards ensure the public infrastructure can safely meet the needs and demands of the public; and that the City of Pueblo remains in compliance with State and Federal law; and that the City of Pueblo responsibly approaches the management of the *Total Life-Cycle cost* of constructing, operating, and maintaining its infrastructure

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

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 our public infrastructure systems.

Please see the attached Summary of Changes for a detailed list of the changes that were made to the 2026 Standards.

FINANCIAL IMPLICATIONS:

Not applicable.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Since implementation of the Standard Construction Specifications and Standard Details in April 2022, the City of Pueblo has continued to engage with the Committee of Community Development (made up of local engineers, designers, builders, developers, representatives from PEDCO, and City Council members) to review and provide feedback on the Standards.

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 Standard Construction Specifications and Standard Details.

ALTERNATIVES:

The existing 2025 Standard Construction Specifications and Standard Details will remain in effect if the Resolution is not approved.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 2026 Standard Construction Specifications and Standard Details
2. Summary of changes

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

RESOLUTION NO. 16228

A RESOLUTION ADOPTING AND APPROVING THE 2026 STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS FOR THE CITY OF PUEBLO, COLORADO

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 approve the revisions to the Standard Construction Specifications and Standard Details for the City of Pueblo, Colorado, published January 13, 2026, 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 “2026 Standard Specifications”).

SECTION 2.

After adoption of this Resolution, a true copy of the Standard Specifications, as revised, shall be maintained on file in the office of the City Clerk for public inspection. Copies of the Standard Specifications, as revised, shall be made available through the City’s Department of Public Works and on the City of Pueblo Website.

SECTION 3.

This Resolution and the 2026 Standard Construction Specifications and Standard Details are hereby approved and adopted amend and supersede in their entirety Resolution 15819, and the prior Standard Construction Specifications and Standard Details - including all revisions previously adopted by said Resolutions.

SECTION 4.

The officers 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.

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

SECTION 5.

This Resolution shall become effective immediately upon final approval.

INTRODUCED: January 12, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
CITY CLERK

2026 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

ADOPTED: January 12, 2026

{This Page Intentionally Left Blank}

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, 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.

{This Page Intentionally Left Blank}

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
- SD2 Square Pan and Cross Pan Detail
- SD3 Concrete Curb and Gutter, Double Gutter and Cross Pan
- SD4 Attached Sidewalk Details
- SD5 Typical Alley Approach & Driveway Detail for Setback Sidewalk
- SD6 Typical Alley Approach & Driveway Detail for Attached Sidewalk
- SD7 Curb Ramp Details – Type A Ramp
- SD8 Curb Ramp Details – Type B Ramp
- SD9 Curb Ramp Details – Type C Ramp
- SD10 Curb Ramp Details – Type D Ramp
- SD11 Curb Ramp Details – Detectable Warning Surfaces
- SD12 Curb Ramp Details – Cross Section
- SD13 Expansion Joint & Dowel Details
- SD14 Sidewalk Drain Detail

SD15	Sidewalk Culvert Detail
SD16	Joint Placement & Width Standards for Sidewalk, C&G and Alleys
SD17	General Requirements for Driveways
SD18	Knuckle and “T” Intersection Detail
SD19	Cul-De-Sac Detail
SD20	Adjustment Details
SD21	Standard Type III Barricade
SD22	Sanitary Sewer Trench Detail
SD23	Sanitary Sewer Manhole Details
SD24	Sanitary Sewer Manhole Details
SD25	Sanitary Sewer Manhole Details
SD26	Manhole and Inlet Ring, & Cover Detail
SD27	Sanitary Sewer Encasement Details
SD28	Right of Way Monument Standard
SD29	Curb Side Mailboxes
SD30	Sanitary Sewer Main Cleanout
SD31	Tracer Wire Specifications
SD32	Tracer Wire Specifications
SD33	Tracer Wire Specifications
SD34	Tracer Wire Sample Storm Sewer Plan – Storm Sewer
SD35	Tracer Wire Lateral Detail - Storm Sewer
SD36	Tracer Wire Details - Storm Sewer
SD37	Tracer Wire Sample Plan - Sanitary Sewer
SD38	Tracer Wire Details - at Sanitary Sewer
SW1.1	Inlet, Type C (1 of 2)
SW1.2	Inlet, Type C (2 of 2)
SW2.1	Inlet, Type D (1of 2)
SW3.1	Inlet, Type R (1 of 4)
SW3.2	Inlet, Type R (2 of 4)

SW3.3	Inlet, Type R (3 of 4)
SW3.4	Inlet, Type R (4 of 4)
SW4.1	Inlet, Type 13 (1 of 2)
SW4.2	Inlet, Type 13 (2 of 2)
SW5.1	Inlet, Type 16 (1 of 6)
SW5.2	Inlet, Type 16 (2 of 6)
SW5.3	Inlet, Type 16 (3 of 6)
SW5.4	Inlet, Type 16 (4 of 6)
SW5.5	Inlet, Type 16 (5 of 6)
SW5.6	Inlet, Type 16 (6 of 6)
SW6.1	Grate & Frame - Adjustable Curb Box (1 of 2)
SW6.2	Grate & Frame - Adjustable Curb Box (2 of 2)
SW7	Storm Sewer Trench
SW8	Storm Manhole
SW9	Storm Mahole Bases
SW10	Manhole Steps & Flat Top Section
SW11	Storm Pipe Dissimilar Connection

{This Page Intentionally Left Blank}

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
PROWAG	Public Right-of-Way Accessibility Guidelines
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

{This Page Intentionally Left Blank}

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 2.3 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**) as a partial substitute (25% maximum by weight) for Type I/II, Type IP (HS), Type IL (HS), or Type V cement may be used with written permission from the City 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 where 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 percentage of deleterious substances in the washed aggregate shall not exceed the values in Table 4.1

Table 4.1. Maximum percentage 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 percentage of deleterious substances in the washed aggregate shall not exceed the values in Table 4.2.

Table 4.2. Maximum percentage of deleterious substances in the washed coarse 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 materials 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 MH-F-341F, Type II, Class A 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 the 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 so long 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 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 compacting 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 quickly stabilize 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, allowing 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 SD6.

(b) Alley & Driveway (Detached Sidewalk). Shall be as the Alley & Driveway (Attached Sidewalk), except the sidewalk is detached and 5′ wide. See detail SD5.

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 that 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) 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.

(h) 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.

(i) 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.

(j) 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. The material shall be thoroughly compacted, 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 and replace the excavated material 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 an R-value less than 32, and a 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, the soil 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 those 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, cutting the root may seriously injure 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 wet 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 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 time 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 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 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 Slip-Forms

Slip-form paving equipment shall be capable of spreading, consolidating, screeding and finishing the concrete with one pass of the paver. Slip-form paving equipment shall be equipped with traveling side forms of sufficient dimensions, shape, and strength to support the concrete laterally during placement to produce a surface of the required cross section. No abrupt changes in longitudinal or transverse alignment of the concrete shall be permitted. The horizontal deviation shall not exceed 0.1 feet from the alignment established by the City Engineer.

4.3.7.3 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 to another using 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 a rate that it maintains plasticity at all times. 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 reinforcements 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. The 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 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 the proper surface by running a straightedge over the steel templates with a sawing motion, to fill all holes and depressions.

Crosspans shall be brought to the proper surface by wood floating to fill all holes and depressions.

Driveway approaches shall be brought to the proper surface by running a straightedge over the

forms with a sawing motion 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, 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.

4.3.9.4 Contractor Stamp

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.

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	ASTM
Compressive Strength	One set (5 cylinders) per 100 cubic yards and at least one set per day	C31 C39
Air Content	First three trucks each day, then one test per 50 cubic yards and at least one test per day	C231
Slump	First three trucks each day, then one test 50 cubic yards and at least one test per day	C143
Unit Weight	First three trucks each day, then one test per 300 cubic yards and at least one test per day	C1064

Failure of the concrete to pass any of the above tests may cause the 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 at least five cylinders cast and cured in accordance with ASTM C31. 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 cylinders shall be stored until its disposition is determined by the Engineer. Testing must be accomplished by AC1 Field Testing Grade 1 certified technician.

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 to prevent checking and cracking of the finished surface of the concrete immediately after the finishing operation is completed, and it shall be maintained 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 no 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

Monolithic construction methods for curb ramps are not allowed in the public Right-of-Way without prior approval of the City Engineer.

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 inserted by 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 a specified line and grade, 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 the adjacent curb. Where the curb is not adjacent, expansion joints shall be constructed at intervals of 100′. Expansion joints shall coincide with 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.

4.3.18.4 Driveway Approaches

(a) Expansion Joints. Expansion joints shall be placed between drive approaches and either existing sidewalk or the driveway beyond the property line.
(b) 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.

4.4 METHOD OF MEASUREMENT

4.4.1 CURB AND GUTTER

Curb and gutter to 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

Crosspans shall be paid for at the contract unit price for each unit installed by project end. Each gutter apron with a 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 installed by project end. 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 the 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 ACCESSORIES

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 coverage 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

For details and reinforcement placement and supports 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 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 the 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 all 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 30bar 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 *ARTICLE 4 – CONCRETE Section 4.4 METHOD OF MEASUREMENT.*

5.5 BASIS OF PAYMENT

The basis of payment shall be according to *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.

6.1.2 SUBMITTALS

Aggregate Base Course submittals outlined below are required on all City contracts and any other project within the public right-of-way. All aggregate suppliers furnishing aggregate for placement within any City right-of-way shall furnish to the City once every two years, aggregate gradation analysis for aggregate intended to be used for placement within the right-of-way.

6.2 MATERIAL

6.2.1 BASE AND SUB-BASE MATERIALS

The 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.

6.2.2 CLASS 1 STRUCTURE BACKFILL

Class 1 structure backfill shall meet the following gradation requirements:

Sieve Size	Mass Percent Passing Square Mesh Sieves
50 mm (2 inch)	100
4.75 mm (No. 4)	30-100
300 µm (No. 50)	10-60
75 µm (No. 200)	5-20

In addition, this material shall have a liquid limit not exceeding 35 and a plasticity index of not over six when determined in conformity with AASHTO T 89 and T 90 respectively.

6.2.3 CLASS 2 STRUCTURE BACKFILL

Class 2 structure backfill shall be composed of suitable materials developed on the project. To be suitable for use under this classification, backfill shall be free of frozen lumps, wood, or other organic material. If the material contains rock fragments that, in the opinion of the Engineer, will be injurious to the structure, the native material shall not be used for backfilling and the Contractor shall furnish Class 1 structure backfill material at the contract unit price. If contract unit price does not exist for Class 1 structure backfill, it will be paid for in accordance with subsection 104.03.

6.2.4 CLASS 3 STRUCTURE BACKFILL

Class 3 structure backfill or squeegee shall be a sandy gravel and meet the following gradation:

Sieve Size	Mass Percent Passing Square Mesh Sieves
9.5 mm (3/8 inch)	90-100
4.75 mm (No. 4)	45-80
0.075 mm (No. 200)	5-12

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 the 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 the expense of the Contractor.

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 the base course materials have been deposited, the course shall be thoroughly blade-mixed to the 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, a sweeper operation shall be performed daily.

6.3.3 COMPACTION

Compaction shall immediately follow 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 the maximum density in accordance with AASHTO T-180. Field, in-place density tests will be in accordance with Table 6.2. The finished surface of each layer shall have a uniform texture. Water shall be

uniformly applied over the materials during compaction in the quantity necessary for compaction. Moisture conditions shall be within 1% of optimum moisture content. It is to be expected that a loss of density in the upper portions of the material may occur due to a lapse in time, elements, or other reasons. Moisture conditioning and recompaction to the specified density will be required prior to placement of any subsequent layer and no additional compensation will be allowed for such work. Testing shall be completed within 24 hours of the placement of the next course. Base shall be retested if the next course is delayed beyond 24 hours or if exposed to precipitation.

6.3.4 PROOF ROLL

Prior to placing any base material, the subgrade shall be proof rolled in accordance with ARTICLE 7 – EARTHWORK Section 7.3.15.1. Any unsuitable areas shall be corrected to the satisfaction of the City Engineer.

Prior to placing any pavement, the base shall be proof rolled. Any unsuitable areas shall be corrected to the satisfaction of the City Engineer with density testing provided by the contractor. Following placement of material, if environmental conditions warrant, the material shall be retested for moisture/density and proof rolling at the contractor's expense.

6.3.5 SURFACE AND THICKNESS TOLERANCES

The surface of the prepared base 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 the 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 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 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.

{This Page Intentionally Left Blank}

ARTICLE 7

EARTHWORK

7.1 GENERAL

7.1.1 DESCRIPTION

The work to be performed under this section of the specifications shall consist of the excavation and disposal of all materials taken within the limits of work: construction of embankments, 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, and in no case allow material to be deposited within 4′ from the edge of a ditch. Maintain excavations free of 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 the 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 the 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 the 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 the trench walls, cut them back to a stable slope, or provide an equivalent means of protection for employees who may be exposed to moving ground or a cave in, as determined by the Contractor's Safety Engineer or other competent person. Excavate trench walls that 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, the Contractor will provide redesign, stronger pipe, or special installation procedures. 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 the 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 the City Engineer. Equipment to be used and method of installation shall be presented to the City Engineer for approval prior to any installation. No missile boring is allowed within the Public Right-of-Way.

(f) Underground Utilities. The contractor is responsible for the 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, and 2’ of CLSM directly beneath HMA.

7.3.2.6 Potholing Backfill Requirements

It is the responsibility of the contractor working within the public right-of-way to locate all utilities and telecommunication infrastructure prior to beginning any work. The locating of these utility infrastructures shall be performed by a licensed contractor and shall conform to the following requirements:

(a) Utility locate potholes shall not be placed in the wheel path of a travel lane or within 10-feet of a crosswalk. Potholes shall not be placed within the concrete accessible walking surfaces of curb ramps; if a pothole must be made in these surfaces, the contractor shall replace the entire concrete section or curb ramp.

(b) All utility locate potholes in the pavement section, sidewalk, or curb and gutter shall be cored with a circular coring saw with a maximum diameter of 12-inches.

(c) Excavations for potholes shall be backfilled with CLSM in accordance with Article 4.2.3. Native material removed shall not be used to backfill the pothole.

(d) All locate potholes will be restored with new hot asphalt paving material to the thickness of the existing asphalt.

(e) For concrete plugs, repairs shall be made using a 4,000-psi concrete mix.

(f) Core holes shall be cleaned prior to placing hot mix asphalt paving materials to the thickness of the existing asphalt.

(g) Initial locate potholes may be temporarily repaired, meeting all applicable safety requirements, for no more than 30 days unless additional time is authorized by the City in writing.

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 transport and deposit it 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

Always keep roads and walkways free of dirt and debris.

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 the 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 that are 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″ (should highlighted be different values) 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 no 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 from 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 of 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

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 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 slopes of the excavation.

For excavations exceeding 20′ depth, submit drawings and calculations, certified by a registered professional engineer, describing the methods for shoring and sheeting, 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.

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 when directed in writing by the Engineer. Place and grade stockpiles of satisfactory and unsatisfactory material 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 1:4 vertical: 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″, then pulverize and compact 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 types 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 the fill and backfill material to within range of ±2% of optimum moisture content at the time of compaction. Prepare the ground surface on which backfill is to be placed and perform the compaction requirements for backfill materials in conformance with the applicable portions of paragraphs *7.3.11 SUBSURFACE PREPARATION. The top 24" of utility trenching shall be filled with CLSM.* 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 asphalt 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 the 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 those 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 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 it 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 the removal of unsatisfactory material or excavation of rock to the 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. No missile boring is allowed within the Public Right-of-Way.

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 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, top-soiled, or backfilled areas prior to acceptance of the work, and re-establish 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 carried 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 the "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. The 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.

The measured 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, the 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, with the 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 the 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 the actual costs of documented labor and equipment associated with rock removal plus a 15% mark-up. Rates for equipment shall not exceed the rental rates used by the Colorado Department of Transportation.

{This Page Intentionally Left Blank}

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 SPG 58-28 (residential streets) or SPG 64-22 or SX PG 64-28 (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 that will cause the formation of carbonized particles. After loading in a tank for transportation from the refinery to the purchaser at no time shall the temperature of the asphalt cement be raised above 375°F

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

The 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% wear 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 to 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. 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 a 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 as 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 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.

Placement of 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

Hot mix asphalt shall be placed only on properly prepared unfrozen surfaces that are free of water, snow, and ice. The hot mix shall be placed only when both the air and surface temperatures equal or exceed the temperatures specified in Table 8.4 and the City Engineer determines that the weather conditions permit the pavement to be properly placed and compacted. If the temperature falls below the minimum air or surface temperature, paving shall stop. The temperature of the hot mix asphalt delivered to the jobsite shall not be less than 235°F.

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
Note: Air temperature is taken in the shade. Surface is defined as the existing base on that the new pavement is to be placed.		

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 they propose. 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 City and is 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 the 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 any vertical faces in accordance with Section 8.2. The patch shall be made with the placement of a hot asphalt cement and aggregate mixture as described in this Article. If asphalt cut is within 2′ of the lip of curb & gutter, a 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 the 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 the percentage 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. The cost for this testing shall be the responsibility of the Contractor/Developer.

(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 not 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 . 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 an adequate bond between the 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 the tack coat shall be an emulsified asphalt whose grade conforms to *CDOT Specifications Section 407* and shall satisfy the requirements of AASHTO M-140 or M-208. Other emulsified asphalts may be used with written permission of the Engineer.

8.2.1.4 Placing

The rate of application shall be 0.1 to 0.3 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 the 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. The work performed will be in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans or as 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 the proposed materials with the 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 the 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 linear feet each traffic lane according to the CDOT Section 412.24. Any noted deficient areas shall 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 the 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 to and reviewed by the City. Provided all tests are acceptable, the pavement will be accepted. Should testing indicate unsatisfactory work, the removal, replacement, or grinding of the pavement 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. 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

See Article 9.3.5

8.5 CRACK SEALING

8.5.1 DESCRIPTION

This item shall consist of furnishing all materials, equipment, labor, cleaning and clean up, traffic control and incidental items necessary for the sealing or filling of cracks in asphalt pavements. The purpose of crack sealing and crack filling is to prevent the intrusion of water and other materials. Crack sealing shall be applicable for cracks 1/4” to 3/4” wide or as recommended by the manufacturer. Crack filler is recommended for cracks that are 1” or wider and/or exhibit edge deterioration.

Crack **Sealer** is used for working cracks, those cracks that have more than 1/4” seasonal movement. Both hot and cold materials are currently available for crack sealing. However, this specification is meant to only apply to hot applied materials.

Crack **Filler** should be used for non-working cracks. Non-working cracks are cracks that have annual movement less than 1/4”. Non-working crack types may include wide transverse cracks. If a crack exhibits edge deterioration it should be filled not sealed.

8.5.2 MATERIALS

Materials used for crack sealing shall meet or exceed the requirements of ASTM D 6690 for Type II Material as specified. Crack sealers are typically viscous at high temperatures and applied with a wand and any excess material is spread with a squeegee. The Contractor/Developer shall provide material certifications and manufacturer’s instructions for heating and application.

Materials used for crack filling shall be a premixed blend of polymer modified asphalt binder and wear resistant aggregates heated and mixed in a specialized melter. They are usually applied using a specialized device and smoothed with a heated float. The Contractor/Developer shall provide material certifications and manufacturer’s instructions for heating and application. Material shall be approved by the Engineer prior to application.

8.5.3 EQUIPMENT

Equipment shall be as specified by the sealant manufacturer and approved by the Engineer. All equipment and machinery shall be kept in good working order, free of leaks and properly muffled. All taxes, licenses and fees shall have been paid and proper licenses and permits shall be posted as required by law.

An oil jacketed type melting unit equipped with both agitation and recirculation systems shall be used to heat the sealant. Direct Fire Melters will not be allowed. The unit shall be equipped with separate thermometers for both the oil bath and the crack sealing material. Thermometers shall be calibrated on a weekly basis to ensure the proper heating of the material.

Materials shall be heated according to the manufacturer’s specifications. Fresh material shall not be added to material that was overheated to make it acceptable. Material that has been overheated shall be removed and discarded.

8.5.4 CONSTRUCTION REQUIREMENTS

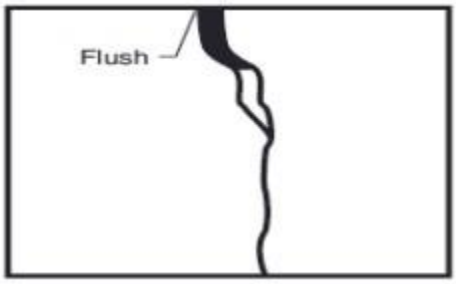
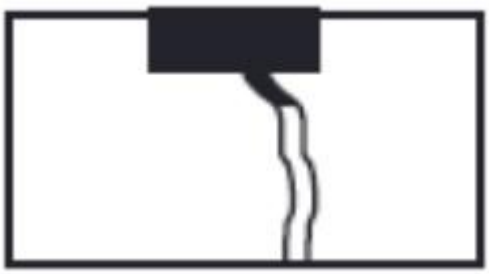
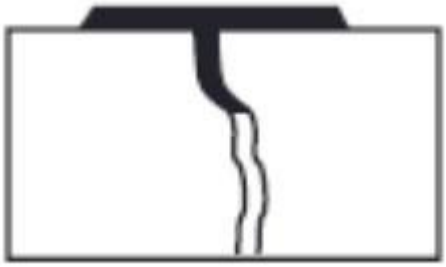
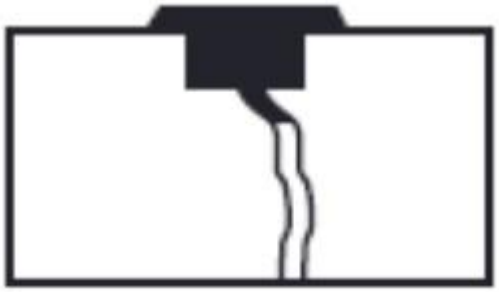
Prior to sealing, all loose material shall be blown out of cracks using a heat lance. Care shall be taken not to burn or scorch the pavement. Torches shall not be used. The Contractor/Developer shall ensure that blown debris shall not strike pedestrians, workers, or cause damage to vehicles and/or private property during cleaning and sealing operations. The Contractor/Developer shall clean debris from the streets and sidewalks as soon as the sealant has hardened sufficiently.

Cracks shall be free of moisture, residue from deicing chemicals, vegetation and loose matter prior to sealing. If sealant boils when applied, additional drying is required before sealing resumes.

Cracks shall be sealed to a minimum depth equal to two times the crack width or the full thickness of the pavement. Overband, if used, shall not exceed 3” in width and 1/8” in height above the pavement surface. Overband width is critical when sealing longitudinal cracks or in stopping zones to avoid creating hazards for cyclists or reducing tire friction.

When the Engineer specifies routing of cracks, routing shall precede blowing out cracks.

Engineer shall specify if routing is required prior to placement of Crack Seal and the type of sealant or filler application to be installed:

Flush Fill	**Routed and Flush Filled**
	
Overband (also referred to as “Band Aid”)	**Routed and Overband**
	

The finished level of Crack Seal or Crack Filler shall be flush to an 1/8” above the asphalt surface. Excess material shall be removed by the Contractor/Developer at the Contractor’s/Developer’s expense.

The Contractor/Developer shall apply the sealant material according to manufacturer’s recommendations with approval by the Engineer. The Contractor/Developer shall be solely

responsible for safety during all operations and making sure that the material is placed only in cracks with or without overband as shown above. Costs of damage, cleanup and/or material placed incorrectly shall be borne by the Contractor/Developer.

Traffic shall be kept off the sealant until it is sufficiently hard to not be picked up by traffic. Cooling of sealant can be accelerated using a commercial solution or water. Blotting with sand or paper is not acceptable.

QUALITY CONTROL REQUIREMENT CHECKLIST

Climatic Conditions:

- Surface temperature is at least 45°F and rising or per manufacturer's recommendations.
- No moisture, fog or dew is present.
- Early morning operations should be performed in direct sunlight.

Routing

- Cutting tips are sufficiently sharp to minimize spalling and cracking.
- Proper safety garments are worn (hard hat, reflective vest, long-sleeved shirt, pants, steel toed boots, safety goggles, and hearing protection).
- Guards and safety mechanisms on equipment work properly.
- Router follows cracks without difficulty.
- Routed cracks do not exhibit spalling.

Material Preparation

- Proper safety garments are worn (hard hat, reflective vest, long-sleeved shirt, pants, steel toed boots, safety goggles, and hearing protection).
- Heating oil in melter jacket is not fuming and level is adequate.
- Temperature gauge on the melter has been calibrated to the satisfaction of the AGENCY.
- If the temperature gauge has not been calibrated:
    - Measure sealant temperature with a thermometer.
    - Ensure that the reading on the thermometer is the same as the reading on the melter temperature gauge.
- Sealant is never heated above the manufacturer's recommended pouring temperature.
- Material safety data sheet (MSDS) is available on-site.

Cleaning of Cracks and Routs

- Proper safety garments are worn (hard hat, reflective vest, long-sleeved shirt, pants, steel toed boots, safety goggles, and hearing protection).
- A power sweeper or vacuum cleaner is being used to remove dirt and debris from the pavement surface.
- Compressor for high-pressure air provides at least 100 psi.
- Oil and moisture filters on compressor work properly.
- Temperature of the hot-air lance is below 930°F and the tip is 2 to 4 inches from the crack or rout.
- The cleanliness of the crack or rut is being checked every 30 minutes.
- The crack or rout is dry.
- No deicing chemical residue is present.

Sealant Application

- Hot-pour sealant is poured at the manufacturer's recommended temperature.
- The material is applied to the inside of the cracks.
- Ensure that sealant is placed up to the asphalt surface.
- There is sufficient sealant to allow for overband (if applicable). There are no bubbles due to moisture present.

Overbanding of Sealant (if applicable)

- Over band is not more than 3 inches wide.
- Over band is not more than 1/8 inch above the pavement surface.
- Over band is formed during, or immediately after, sealant application. Excess sealant is removed before hardening.

Sealant Protection

- Traffic is rerouted until sealant is set.

8.5.5 MEASUREMENT

Crack sealant shall be measured and paid by the ton completed in place and accepted. If routing is specified it will not be measured and paid separately but shall be included in the cost of material.

The Contractor/Developer shall measure and the inspector verify the following:

Before work starts each day:

- Amount of material in melter
- Number and weight of containers of material on site
- All containers are clearly marked with manufacturer's information.

At the end of work each day:

- Amount of material in melter.
- Number of containers of material not used.

The Contractor/Developer shall certify that material in the melter is per the specifications and has not been overheated.

Measurement will not begin before the Inspector arrives.

The inspector shall be given adequate notice if material is to be delivered during the workday and have the opportunity to verify quantity.

Counting or delivering boxes or lids shall not be an acceptable method of verifying quantity of material.

8.5.6 TESTING AND INSPECTION - GUIDANCE

When pulled vertically using a flattened sharp tipped ¼” rod bent at 90° the bond between the sealant and asphalt should be stronger than the sealant or the asphalt. Sealant or existing asphalt pavement should fail before the bond is broken.

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.

{This Page Intentionally Left Blank}

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 areas that don't have sprinklers or aren't irrigated , 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 not 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 tilling 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 the 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. Watering of the seeded areas shall be carefully done in such a 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; it 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 soil 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 micronutrients.

(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 the 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 the manufacturer of the 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 the tubing manufacturer.
c. Drip Valve Assembly – type and size to be shown on the 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 the quick coupler with a locking rubber cover. Key size and type will be 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 a 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 the system as designed.
    ii. If multiple controllers are utilized, refer to the 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 the 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 the needs of the 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 the same size as riser openings in the 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 sides 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 are required to be installed side-by-side or end to end 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 an 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 the City's approval a minimum of 3 weeks prior to delivery on site.

10.2.14 PRE-EMERGENT HERBICIDE

At Contractor's option, pre-emergent herbicide: Shall be "Pendulam Aqua Cap" as manufactured by BASF or approved substitution. Apply per the manufacturer's recommendations for weed control.

10.2.15 EMERGENT HERBICIDE

For all turf planting beds, provide Roundup (Glyphosate) as manufactured by Monsanto Company or an approved equal.

10.2.16 INSECTICIDE AND FUNGICIDE

(1) For all tree plantings, provide systemic insecticide, Merit 75 WP or an approved equal.

a. Systemic insecticide such as Merit 75 WP Brand or an approved equal shall be applied per the manufacturer's recommendation at the time of planting of trees and approved by the Landscape Architect. .
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 the Landscape Architect.

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 per the 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 nonreactive.

(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 the same manufacturer as the 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 the 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 the measurements as specified in the plant list furnished. ii. Larger plants than specified may be used, if accepted, at no additional cost to the Landscape Architect.
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. Landscape Architect reserves right to reject at any time or place prior to final project acceptance, any and all materials and plants which in the Landscape Architect's opinion fail to meet these specification requirements. Inspection is primarily for quality; however, other requirements are not waived when visual inspection results in acceptance. Plants may be inspected where growing, but inspection at the growth site shall not preclude the right of rejection at the site.
e. Promptly remove rejected plants and other materials from the 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 the event discrepancies occur between the quantities of plants indicated in the schedule and indicated by symbol on the drawings, plant quantities indicated by symbol on the 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 the plant materials as specified.

(4) Substitutions: Substitutions will not be accepted, except with written permission of the Landscape Architect.

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 the 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 at the direction of 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 the site.

(3) Remove from the 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 necessary amendments and redistribute existing topsoil stored on site and provide additional borrow backfill material to bring the surface to within 1” below the finish walk or curb grades.

(2) Direct surface drainage in the manner indicated on drawings by molding the surface to facilitate the 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 the location for boulder placement prior to installation of boulders.

(2) Handle, hoist, anchor and otherwise place boulders in the location approved by the Landscape Architect.

(3) Boulders shall be installed with no more than 2/3 of the boulder height above grade.

(4) Boulders shall be placed so that the top of the boulder is no higher than 24” above the adjacent street elevation.

(5) Contractor shall assume responsibility for the 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 a 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 any discovered conflicts and discrepancies on the drawings with the conditions on the site which would prevent the 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 for brick paving construction. Plan 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 the sand base to the thickness indicated on the drawings and thoroughly compact.

(3) Setting: Set pavers in the 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 the joints full of sand. Sweep excess sand from the 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 the 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 the irrigation system installation. Landscape

material locations shown on the Landscape Plan shall take precedence over the irrigation system equipment locations. If the 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 the Landscape Architect. 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 the 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 the 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:

Mark, with powdered lime, the routing of the pressure supply line and flag heads for first few zones. Contact the Landscape Architect 48 hours in advance and request a review of the staking. Landscape Architect will advise installer as to the amount of staking to be prepared. Landscape Architect will review staking and direct changes if required. Review does not relieve the installer from coverage problems due to the improper placement of heads after staking.
ii. If the Project has significant topography, freeform planting beds, or other amenities that could require alteration of irrigation equipment layout as deemed necessary by the Landscape Architect, do not install irrigation equipment in these areas until the Landscape Architect 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 the 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, the layout shown on the drawing. Dig trenches straight and support the pipe continuously on the bottom of trench. The 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 the

trench. The 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.
ii. Line Clearance - Provide not less than 6 inches of clearance between each line, and not less than 12 inches of clearance between the lines of other trades.

e. Pipe and Wire Depth:

iii. Pressure Supply Piping – 24 inches from top of pipe.
iv. 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 the pipe must pass under obstruction(s) which cannot be removed. In backfilling bore, the final density of backfill shall match that of the surrounding soil. It is acceptable to use sleeves of suitable diameter installed first by jacking or boring, and pipe laid through the sleeves. Observe the same precautions as though pipe were installed in an open trench.

g. Vibratory Plow - Non-pressure piping may be installed through the use of the vibratory plow method if the Landscape Architect determines soil conditions are satisfactory for this method of installation. Vibratory plowing does not relieve the installer of observing minimum pipe depths.

(6) Installation - Locate other equipment as near as possible to the locations designated. Deviations shall be reviewed by the Landscape Architect prior to installation.

a. PVC Piping

i. Snake the pipe in the trench as much as possible to allow for expansion and contraction.
ii. Do not install pipe when the air temperature is below 40° F.
iii. Place manual drain valves at low points and dead ends of pressure supply piping to ensure complete drainage of the system.
iv. When pipe laying is not in progress, or at end of each day, close pipe ends with a 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 the manufacturer's recommendations.

b. Drip Tubing

i. Make all fitting connections as per manufacturers recommendations.
ii. Use only a 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 the controller and electric valves in pressure supply line trenches, strung as close as possible to the main pipe lines with such wires to be consistently located below and to one side of the 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. Include a minimum of 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 a similar dry splice method.
4. Install all control wire splices not occurring at the control valve in a separate splice valve box.
5. Install one decoder for each control valve or as indicated on the plans.
6. The wire paths shall be sized per distance requirements or as shown on the 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 any wire, even if the total of all wires 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 the 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 the 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 the wire path. Avoid installing grounding near other electrical equipment.

ii. High Voltage Wiring for Automatic Controller:

1. Provide 120 volt power connection to an 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 the controller in accordance with the manufacturer's instructions as detailed and where shown on the drawings. ii. Connect remote control valves to the controller in numerical sequence as shown on drawings.
ii. Final location of the controller shall be approved by the Landscape Architect prior to installation.
iii. Each controller shall have a dedicated, separate, ground wire and grounding rod as detailed.
iv. 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 the 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 each individual valve box flush with the 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 the cross-handle 3 inches below the finished grade where shown on the 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 each 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 with acceptable tubing stakes.

k. Drain Valves

i. Install manual drain valves at all low points in the 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 the final portion of gravel inside the valve box after the valve box is backfilled and compacted.
iv. Brand the controller letter and station number on the 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 the branding shall be no more than 1/8 inch into the valve box lid.

m. Gate Valves

i. Install where shown on the drawings as detailed.

n. Sprinkler Heads

i. Install sprinkler heads where designated on the drawings or where staked. Set to finish grade as detailed.
ii. Spacing of heads shall not exceed the maximum length indicated on the drawing unless re-staked as directed by the Landscape Architect. In no case shall the spacing exceed the maximum recommended length by the manufacturer.
iii. Install heads on double swing-joint risers of schedule 40 PVC pipe. An angled nipple relative to a 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 the correct height after sod is installed.
vi. Plant placement shall not interfere with intended sprinkler head coverage, piping, or other equipment.
vii. The Landscape Architect may request nozzle changes or adjustments without additional cost to the Owner.

o. Backflow Preventer

i. Install where shown on the drawings as detailed.

p. Backfilling

i. Do not begin backfilling operations until the required system tests have been completed. Backfilling shall not be done in freezing weather except with the approval of the Landscape Architect. 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 the Landscape Architect.

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 any 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 the excavated material is unacceptable or not sufficient to meet the 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 the Landscape Architect 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 no cost to the City. Obtain permission to cut or break walks and/or concrete from the Landscape Architect.

r. Water Supply and Point of Connection

i. Water supply shall be extended as shown from the 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 the piping system under a full head of water pressure from dead end fittings. Maintain flushing for 5 minutes through the furthermost valves. Cap all risers after flushing.

b. Testing - Conduct tests in the presence of the Landscape Architect. Arrange for presence of the Landscape Architect 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 the 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.
ii. Leaks - Detect and repair leaks.
iii. Retest system until test pressure can be maintained for the duration of the test.
iv. Before final acceptance, pressure supply line shall remain under pressure for a period of 48 hours.

(8) Adjusting - Upon completion of installation, "fine-tune" the 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 the same pressure +/- 7%.

a. If it is determined that irrigation adjustments will provide proper coverage, and improved water distribution as determined by the Landscape Architect, contractor shall make such adjustments prior to Final Acceptance, as directed, at no additional cost to the City. Adjustments may also include changes in nozzle sizes, degrees of arc, and control valve throttling.
b. All sprinkler heads shall be set perpendicular to the 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 City.

(9) Cleaning – Maintain a continuous cleaning operation throughout the duration of work. Dispose of, off-site at no additional cost to the City, all trash or debris generated by the installation of the irrigation system.

(10) Maintenance

a. Furnish the following maintenance items to the City 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 the 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 the 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 the locations shown on the plans. All planting locations shall be observed and approved by the Landscape Architect, prior to planting operations. The Contractor shall make minor modifications in planting locations as directed by the Landscape Architect.

(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, and shall be excavated in a saucer shape with sloped/tapered sides and a flat bottom. The depth of the plant pit shall be measured from the finish grade of the 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 to a plumb position prior to acceptance. . Trees and shrubs in non-irrigated areas are 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 the 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 Landscape Archirect determines that the ball is excessively dry, the Contractor shall then inset a deep watering device into the ball at a 45degree 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 a 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 four inch (4") high formed soil berm around the tree and fill with four-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 four-inch (4") thick layer of mulch and finish level with adjacent finish grades. Do not place mulch against the 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 0.7 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:

i. Finish grading shall be performed to fill in erosion gullies on slopes identified on the 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 the 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. Do not rototill or disk 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 the City.
v. Refine grade to restore smooth even finish grades and to ensure positive surface drainage. No planting shall take place until the Landscape Architect accepts the final grade.
vi. Moisten prepared sod/seed areas before planting if the soil is dry. Water thoroughly and allow the 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 per the 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 Landscape Architect, not in a condition to be properly worked. Contractor shall include time in their schedule for work stoppage due to inclement weather or ground conditions. Inclement weather or ground conditions shall not be a cause for an extension of the project completion date unless written approval has been obtained from the City for extension of the project completion date.
b. No planting work shall commence until the adjacent site improvements, pavements, utility installation and finish grading are completed. The Contractor shall limit their use of heavy equipment on pavement and planted areas. In all cases, the 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 plants 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 edging, the removal of dead branches, resetting plants to proper grade or upright position, barricading the site and any other necessary operations. The Contractor shall provide all water and equipment necessary for maintenance throughout the duration of the contract.

Water is available at the planting site. After final acceptance, maintenance becomes the responsibility of the City.

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 Landscape Architect , 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 the City for the 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 City, the Contractor shall replace any plants that have died, or are partially dead, if they are in the opinion of the Landscape Architect, 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 City 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 City 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 the 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 the Landscape Architect'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 City may at their 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 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 conditions as specified.

10.3.6 TOPSOIL

(1) Preparation of Subgrade

a. Grade soil, eliminating uneven areas and low spots, ensuring positive drainage towards the storm drains. Remove soil that is contaminated with toxic materials or has materials detrimental to growth such as asphalt, concrete and debris which has contaminated the subgrade soil. Dispose of removed materials legally off site. If hazardous materials are discovered notify the City immediately.

b. Cultivate the area subsoil that is to receive topsoil to a depth of 12" in all areas, especially in those areas where equipment used for hauling and spreading has compacted the soil. A no-till drill will execute the seeding of the site; A minimum disturbance is required. Additional cultivation of disturbed or compacted areas shall be at 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 have not completed their work; this could contaminate or compact the installed soil mixture.

b. Spread soil after the Landscape Architect has inspected and provided written approval of the 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 the approved subgrade, where planting is indicated.

d. For soil application around trees see the 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 the removed materials. Prepare loose, friable beds 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 the loss of soil.

b. Schedule deliveries to coincide with soil preparation and finish grading. Keep storage at the job site to a 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 ensure its vitality and prevent excess loss of soil in handling. Sod that dries out will be rejected.

(2) Timing of Installation:

a. Placement of Sod:

i. Irrigated & Non-Irrigated Areas: Within seven (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 the growing season. Sodding during the dry summer period, at freezing temperatures, or over frozen soil is not acceptable.
b. Lay sod within 36 hours of it being lifted.
c. Lay sod in rows with the joints staggered. Butt sections closely without overlapping or leaving gaps between the sections. Cut out irregular or thin sections with a sharp knife.
d. Lay sod flush with the adjoining, existing sodded surfaces. Top of sod dirt shall be 2 inches below the 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 the grade will not be permitted.
h. Water the sodded areas immediately after laying to obtain moisture penetration through the sod into the top 4 inches of topsoil.
i. Replace damaged areas at no additional cost to the City.

(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 the grass has been cut to a height of 2 inches.
4. Sodded areas have been mowed a minimum of two times.

(5) Protection:

a. Protecting sodded areas against traffic or other use immediately after sodding is completed by placing adequate warning signs and barricades.
b. Provide adequate protection of the sodded areas against trespassing, erosion, and damage of any kind. Remove this protection after the Landscape Architect has accepted the sodded areas.

(6) Maintenance:

a. Contractor shall maintain sodded area (including mowing, watering, removing weeds and resodding) until the Landscape Architect has accepted the sodded areas.
b. The Contractor shall maintain the sodded area until the Landscape Architect has accepted the project.
c. The maintenance includes:

i. Managing the irrigation schedule and repairs to the irrigation system as necessary.
ii. Maintaining acceptable coverage on all newly sodded areas to guarantee growth of the plant materials.

iii. 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 the supplier's recommendations to guarantee a healthy and flourishing turf condition. If mowing is not possible, then the 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 for reestablishing the vegetation stand at the Contractor's expense.

iv. Trimming shall be done where mowers are unable to reach.

v. Clippings shall be removed from all hard surfaces.

vi. Provide suitable signage notifying the public to keep off the seeded areas, providing barricades as needed.

vii. Apply fertilizer as necessary, typically four (4) times per year.

10.3.8 Root Barrier

(1) Installation:

a. Cut the desired length of molded roll material and install directly alongside hardscapes where shown on the 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 the barrier. This must be used above the grade or water line.
d. Vertically 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” in diameter. Finish to grade. Do not distort the 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 with the 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 the 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 the Landscape Architect 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 (the 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 mulched 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 the Specifications at any time.
b. Rejected Materials: Remove rejected materials immediately from the site at the Contractor's expense. Contractor shall pay the costs of testing materials that are not meeting specifications.

(5) Acceptance:

a. Contractor shall reseed areas that are thin or weak 14 days after the initial seeding. Contractor shall reseed (and keep reseeding) until there are no bare, thin or weak spots greater than a 12 square inch area.
b. Maintenance – Contractor shall maintain the turf area (i.e. mowing, watering and reseeding) until the Landscape Architect has accepted the lawn. The maintenance period includes the time period from initial seeding to final acceptance of the turf area, which may be 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 a 12 square inch area and to 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 the certificates will be delivered to the City. Inspections are to be performed in the state of origin.

b. Transport plant materials in enclosed or tarped vehicles to minimize damage from the wind and sun. Contractor is to carefully schedule and monitor shipments to minimize shipping time and to ensure the careful handling of plants.
c. Shipments of plants will be carefully inspected by the Engineer and/or Landscape Architect at the site at the time of off-loading from trucks to verify compliance with the above shipping requirements.
d. Substitutions of plant materials will not be permitted unless authorized in writing by the Landscape Architect. If proof is submitted that the plant specified is not

obtainable, a proposal will be considered for using the nearest equivalent size or variety with corresponding adjustments of Contract Price.

e. Landscape Contractors shall provide two previous project examples of similar size and scope with their bids.
f. Personnel: Employ only qualified personnel familiar with the 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 the 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 the site. Apply according to the manufacturer's directions.
ii. Identification: Grower's label affixed to the plant which contains data necessary to indicate conformance to the Specifications. Use durable waterproof labels with water resistant ink that will remain legible for at least 60 days.
iii. Notify the Landscape Architect a minimum of two weeks prior to the delivery of plant materials to site so that a pre-delivery inspection may be made. Alternatively, indicate a delivery schedule in advance so that plant material may be inspected upon arrival at the job site, whichever is more appropriate.

b. Delivery:

i. Deliver packaged material in sealed containers showing weight, analysis and the name of the manufacturer. Protect materials from deterioration during delivery and while stored at the site.
ii. ii. Deliver only plant materials that can be planted in one day unless adequate storage and watering facilities are available on the project site.
iii. Protect B & B root balls during shipping with proper handling techniques; cracked or crumbling root balls will be rejected. Protect root balls at the site by maintaining a thorough moisture; heel in with sawdust (or comparable material) if not planted within 24 hours of delivery. Maintain the root ball in a moist condition and do not allow it 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 the Landscape Architect or City Engineer of the delivery schedule a minimum of 48 hours in advance so that 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 the trunk or stems.

c. Handling:

i. Do not drop plants. Do not lift plants by the trunk, stems or foliage.
1. Ball of Plant: Natural, not made. Handle plant by the root ball at all times. Plants will not be accepted if the root ball is broken or the trunk is loose in the 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 the Landscape Architect.

(3) Maintenance

a. General: Maintain trees, shrubs and ground cover in a healthy vigorous state until final acceptance of the entire project. Provide all supervision, labor, material, equipment and transportation required to maintain plants under the requirements of this section.
b. Materials: Conform to the Specifications or otherwise be acceptable to the Landscape Architect.
c. Replacement: Replace and replant plants damaged by the 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 the 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 the Landscape Architect, wrap deciduous tree trunks with standard nursery crepe wrap material from the ground level to the first limb after pruning. Tape securely at the 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 are not girdled by the webbing strap.
iii. iii. Guy wires secure but not taut.
iv. iv. Stakes secure.
v. Trees plumb.

g. Pruning: Prune only damaged or dead branches in accordance with the Specifications in this section.
h. Mulching: Supplement mulch around trees in accordance with the Specifications in this section.
i. Weed Control: As required, use selective herbicides approved by the Landscape Architect.
j. Insect and Disease Control: As required, use insecticides and fungicides approved by the Landscape Architect.

(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 the 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 the bottom of the root ball or container. Plants with root 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 the 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 the 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 the operations under this Section.
    iii. Pay for repairs made by contractors designated by the City.
    iv. Be responsible for replacement of vandalized materials not yet installed. Report all cases of vandalism promptly to the City .

(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 a flat bottom. The depth of the plant pit shall be measured from the finished grade of the 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 the top 2/3 of the burlap removed. Except for trees planted on slopes, the top surface of all root balls shall be flush with the adjacent planting beds or with the subgrade below the 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 the 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 the roots.

(7) Planting

a. General:

i. Center trees in the trench as dimensioned on drawings.
ii. Face for best effect.
iii. Set the plant plumb and hold rigidly in position until the soil has been lightly tamped around the 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. 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 the Contractor to a plumb position. Trees and shrubs in non-irrigated areas are to have saucers built around them at the drip line.
iii. After placing the plant in the pit, the hole around the plant root system shall be halfway backfilled with the 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 Landscape Architect 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 the standard detail.

c. Container-Grown Plants at Planter Pots:
i. Can Removal:

1. Knockout Cans: Do not cut the sides. Tap the can and gently remove the plant.
2. Straight-Side Cans: Cut the cans on 2 sides with an acceptable can cutter. Do not cut with a spade or axe.

ii. Carefully remove plants without injury or damage to the root ball. After removing the plant, vertically score the 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 the 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 the job site per the manufacturer's instructions for review and acceptance by the 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 the planting details. Do not plant trees that cannot be anchored, or staked and guyed properly before the workday ends.

iii. Wrap all deciduous tree trunks per planting details no later than November 15. Before wrapping, the Landscape Architect should inspect tree trunks for injury, improper pruning, and insect infestation. 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 the 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 the 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 the first point of branching, with guys spaced equally around and outside the perimeter of the ball. Cover guys with a specified tree collar at points of contact with the bark. Position guys at crotches and fasten to a deadman. All exposed wire is 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 a mock-up of the manufactured project at the job site per the manufacturer's instructions for review and acceptance by the 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, excessively windy or wet weather or when the ground conditions are, in the opinion of the Landscape Architect, 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 the project completion date unless written approval has been obtained from the Landscape Architect 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 are 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 the tops of root balls exposed for more than 24 hours is unacceptable.
iv. Installation contractors should closely monitor the 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. Plants shall be watered immediately after planting. After the first watering, water shall be applied to plants as conditions require to keep the plants in a healthy and vigorous growing condition until completion of the Contract.

(12) Pruning

a. Trees: A licensed tree surgeon shall prune trees as necessary under direction of the Landscape Architect immediately following installation.
b. New Plant Material: Prune the minimum necessary to remove injured twigs and branches, deadwood, and suckers and as required to insure a healthy plant representative of the species and in keeping with accepted horticulture practices.

i. Prune any damaged or dead roots or branches back to and slightly above, the nearest healthy side bud, but at angle from the 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 the injury back to living tissue, smooth and treat with an accepted tree wound dressing.

(13) Mulching - Where used, mulch shall be placed within 2 days of planting and a minimum of 4-inches deep 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 City.

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 Landscape Architect, 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 plants 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 the City 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 City, the Contractor shall replace any plants that have died or are partially dead due to unhealthy or unsightly conditions, 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 City shall not be cause for replacement by the Contractor, provided the Contractor has submitted throughout the guarantee period a bi-monthly letter of report to the City 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 the guarantee 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 the Landscape Architect’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 Landscape Architect may at their 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 of 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.

{This Page Intentionally Left Blank}

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 have been accepted previously. 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 with 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 with diameters eighteen inches (18") and greater shall conform to ASTM F679 Standard Specifications.

The bell end of all pipes 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, the 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 be 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 an 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 the 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 the 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 and 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 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 another 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 a node (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 the ground rod wire directly beneath and in-line with the tracer wire. Do not coil excess wire from the ground rod wire. In this installation method, the ground rod wire shall be trimmed to an appropriate length before connecting to the tracer wire with a mainline to the 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') on 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") on 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 the 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 this 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. The contractor shall make his own estimate of the type and extent of the various

materials which will be encountered in the excavation.

All excavation shall be done by open cut from the surface except when boring is expressly herein permitted or directed in writing by the Engineer. Trenches shall be excavated along the lines and to the grades established by the Engineer. In no case, without previous written consent from the Engineer, shall more than five hundred feet (500') or one (1) block whichever is less, of trench be opened in one place in advance of the completed and backfilled sewer. All open cuts shall be backfilled and barricaded at the end of each day except the unfinished end of the conduit, which may be left unbackfilled to permit continuation the next working day.

Width of the trenches shall be kept to a minimum, but provide safe and adequate space for workers . Contractor shall be responsible for protecting the existing utilities and property. Contractor shall comply with all Local, State and Federal Health and Safety requirements including but not limited to the deposition of cut, sloping, and/or bracing. The cost to meet these safety requirements shall be included in the respective bid items.

The Contractor shall barricade all excavations and ditch lines as specified in the *Manual on Uniform Traffic Control Devices (MUTCD).* The Engineer may require additional barricades at their discretion. At the end of each day the Contractor shall remove all excess excavated material from travel ways, and thoroughly clean all streets, alleys, driveways, and sidewalks affected by the excavation. If it becomes necessary to accomplish this, all streets, driveways, alleys (if asphalt), and sidewalks shall be swept or washed as needed.

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, 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 the measurement of trenches in rock.

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 or 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, properties, 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. Any 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 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 so as to not make any excavation unduly large or irregular. Excessive blasting or overshooting shall not be permitted. The Engineer shall have the authority to order any method of blasting which leads to overshooting or is dangerous to the public or destructive to property or to natural features discontinued. 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 the 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 properties . Drainage of groundwater through any sanitary sewer pipeline is prohibited. All dewatering and trench stabilization methods and types 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 being 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 inspect the depth of the excavation and the 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 the 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 have 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 cross-section, horizontal centerline of the pipe) of the pipe. The top of the pipe shall be covered with a 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 that does not conform to these specifications shall be used in the work.

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 the old pipe to the 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 the 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 properties 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 that 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 drops. 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 the 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, the pipe 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 using 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 when pipe laying is in progress, the Contractor shall at all times 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 assign on each crew a person whose duty it shall be to see that the batter boards are in the proper place at all times. It is not intended that these requirements 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. Prior 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, the 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, the assembly shall be made in accordance with ASTM D2855 standard practice. Remove dirt and mud from the bell and spigot. Apply primer liberally to the outside of the spigot and inside of the 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 the connection of line tracing equipment, the 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 it 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 the 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 the 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 are necessary to obtain the

moisture and required density. All soils within the compaction limits shall be compacted to 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 the 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 a 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 the 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 non-compliance testing requirements.

In the event of settlement or subsidence of a particular excavation or any part thereof, the Contractor shall be responsible for all repaving, overlay and repair costs occasioned thereby for a period of two (2) years after the project/subdivision acceptance date.

If requested by the Contractor/Developer, and written permission is granted by the City Engineer, backfill for utility trenches may be consolidated using water induced settlement techniques (jetting/puddling). This method of trench backfill consolidation shall only be allowed in those special locations where a failure history exists for trenches using conventional engineered controlled fill. As a condition of permission to use jetting/puddling, the Contractor/Developer must agree in writing to provide a full and complete three (3) year warranty from the final acceptance date, that shall include the 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 the 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, the branch main, invert must be higher than the larger pipe, the collector or backbone main, to avoid any interruption in flow in the branch main, per *City of Pueblo Sanitary Sewer Design Criteria Manual Table 4.3 Design Depth of Flow*. Unless otherwise specified on the plans or specifications, all manhole channels shall be constructed with a minimum elevation drop as shown:

HORIZONTAL DEFLECTION ANGLE OF SEWER PIPE AT MANHOLE	MINIMUM DROP
0°	0.10' *
Between 0° & 45°	0.20'
45° to 90°	0.30'

Changes in direction at the 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 continuously through the manhole, using the bottom half of the pipe as the channel.

Connection to an existing manhole shall be made so that 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, SD24.* 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 the top of the 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 constructed so 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 ring. 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 rebar steps, the steps shall be removed by cutting them 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 an 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 coatings in accordance with the manufacturer's instructions. The epoxy coating shall completely cover all manhole walls and bases to the low flow line 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 City for review of the 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 are 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 that 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 an existing PVC service via an open trench, the Contractor shall use a hard tie, polyvinyl chloride (PVC) fitting. 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 pipe 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/or manholes exceeding fifty (50) gallons per inch diameter, per mile, per day or pipe deflection exceeding 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 construction when in the opinion of the Engineer, the quality of the workmanship is questionable. The type of test conducted shall be at the Engineer's discretion . 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 their 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 the 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 over 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 readings 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-no-go 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 high voltage holiday detection equipment (a 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 in 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 holidays shall be marked and repaired per the manufacturer'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 the test and shall be signed by the inspector. No payment shall be made for any manhole 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 the 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 the 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 the results in the table found in the *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 the 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, the 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 the finished grade, additional gravel base course material shall be placed and compacted immediately to restore the roadbed surface to finished grade and to 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 the removal.

The final edges of the 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 the 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 four feet (4’), all asphalt shall be removed from lip to the trench line.

11.3.20 ASPHALT PAVED STREETS

When trenches for public mains are excavated in streets that have 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 their own expense if the damage is a result of their 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 their own expense if the damage is a result of their 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 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 the 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 the separation and retention of grease and the 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/operator’s 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 is easily accessed 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 the 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 a 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 cementitious 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 the face of the manhole to face of the manhole unless a connection is made to an existing stub.

(c) CLSM (Flowable Fill) – Flowfill (when required) will be measured by the individual weigh tickets for each truckload. Weigh tickets shall be from state certified scales, shall be furnished to the inspector, signed by the driver and include the following information:

Date
Time Dispatched
Quantity in Cubic Yard
Project
Destination
Truck No.
Material Type

(d) 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.

(e) Reconnect Service Lines - Each service line reconnected to the sanitary sewer main shall be counted for payment.

(f) 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.*

(g) 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.

(h) 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.

(i) 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.

(j) Class "A" Concrete Cradle Bedding - Concrete cradle bedding shall be measured for payment by the linear foot.

(k) 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.

(l) Reinforced Concrete Encasement - Reinforced concrete encasement shall be measured for payment by the linear foot.

(m) 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. Weigh tickets shall be furnished 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)

(n) 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.

(o) 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.*

(p) 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.

(q) 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.

(r) 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.

(s) 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. When 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 are 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-no-go) test, exfiltration and/or infiltration tests have been accepted by the Engineer.
c. Tracer Wire – Tracer wire will be paid for at the contract unit price for the tracer wire and appurtenances, installed complete in place. Said price shall include all wire, access boxes, grounding, and all other materials, to construct in accordance with these specifications and the Standard Details. No payment will made for tracer wire until the tracer wire has been accepted by Engineer.
d. CLSM (Flowable Fill) - Payment shall be made by the number of cubic yards delivered and placed in accordance with the plans and specifications and accepted by the Engineer. Any material delivered to the site without a weight ticket will not be paid for.
e. Service Lines and Reinstate Service Lines - Service lines and the 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.
f. 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.
g. 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 the disposal of the unsuitable material.
h. 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.

i. Class "A" Cradle Bedding - Payment for Class "A" Cradle Bedding, will be paid for at the contract unit price, complete in place.
j. Reinforced Concrete Encasement- Reinforced concrete encasement will be paid for at the contract unit price, complete in place.
k. 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.
l. Sidewalk and Driveway Replacement- Sidewalk and driveway replacement will be paid for at the contract unit price, complete in place.
m. Curb and Gutter Replacement - Curb and gutter replacement will be paid for at the contract unit price, complete in place.
n. 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.
o. Hot Bituminous Pavement Replacement - Hot bituminous pavement replacement shall be paid for at the contract unit price, complete in place.
p. 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, and 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 themselves regarding the character of the material to be excavated and the work to be done.

11.6.3 MATERIALS

The requirements for *Section 11.2 – MATERIALS* are applicable to private sewers. It is the intent of this section to include Section 11.2 by reference and all provisions are applicable as though they were listed herein, unless specifically excepted or modified. In addition, cleanout covers (when required) shall withstand H-20 loading in traffic areas.

11.6.4 CONSTRUCTION REQUIREMENTS

Many portions of Section 11.3 are applicable to private sewers; however, there are some exceptions and discrepancies. It is the intent of this section to include Section 11.3 by reference and all provisions are applicable as though they were listed herein, unless specifically

excepted or modified. All references to the negotiation of “extra work” are deleted for private sewers.

Section 11.3.08 – TRENCHES IN ROCK is amended to read as follows:
Whenever rock material is encountered, as defined in *Section 11.3.8*, the Contractor shall immediately notify the Engineer. The Engineer will then direct the Contractor as deemed necessary.

Section 11.3.11(b) – CLASS “B” BEDDING is amended to read as follows:

The sewer pipe shall be set on a minimum of four inches (4”) of Class “B” Bedding material carefully shaped to fit the lower part of the conduit exterior for a width of at least 60% of the pipe breadth and for the entire pipe length. After setting the sewer pipe, Class “B” Bedding shall be added and properly tamped around the lower half of the pipe (haunches) for the full width of the trench, and the bedding shall be consolidated carefully without disturbing the pipe alignment or grade. For eight-inch (8”) diameter and larger pipe, additional Class “B” Bedding material shall be added up to a minimum of twelve inches (12”) above the top of the pipe for the full width of the trench.

Section 11.3.16 – TESTING AND INSPECTION, delete all references to the City televising the sanitary sewer main.

11.6.5 PERMITS AND FEES

Prior to installing any private sewer main, the Contractor shall obtain a permit from the Regional Building Authority. An inspection fee shall be assessed to all private sewers. The fee shall be paid prior to the issuance of the permit and the amount shall be in accordance with the fee schedule established by the Regional Building Authority. If a private sewer is installed without obtaining a permit, the Contractor will be required to pay two (2) times the regular fee schedule and/or will be required to pothole the sewer at various locations as directed by the Engineer. Cut sheets shall be submitted for review and approval to the City of Pueblo – Department of Public Works, two (2) working days prior to the start of construction.

ARTICLE 12

STORM SEWERS

12.1 GENERAL

12.1.1 DESCRIPTION

The work covered by this specification consists of furnishing all labor, equipment, tools, materials necessary to install storm sewer pipe and appurtenances as shown on the plans and as specified herein. The term "Storm Sewer" as used in these specifications also applies to "Culverts" and all provisions apply unless noted otherwise.

12.1.2 PLANS AND DATA

Profiles of the ground 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.

12.1.3 SITE INVESTIGATION

Contractor acknowledges the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, uncertainties of weather, physical conditions at the site, the character/quality of surface and subsurface materials to be encountered, the character of equipment and facilities needed prior to and during the work, and all other matters which can in any way affect the work or the cost thereof under this contract. Failure by Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.

12.2 MATERIALS

12.2.1 PIPE MATERIALS

Acceptable storm drain construction materials to be used for all public infrastructure include ASTM C76 Class III reinforced concrete pipe (RCP) and High Performance (HP) Storm Polypropylene Pipe manufactured by Advanced Drainage System, Inc. (or approved equal). Approved HP Storm Polypropylene Pipe diameters range in size from 15” to 60”. Other materials may be considered on a case-by-case basis for private development projects that will not be publicly maintained. **Only the type of pipe designated on construction documents will be allowed.**

Acceptable storm drain construction materials to be used for private development projects include ASTM C76 Class III reinforced concrete pipe (RCP), High Density Polyethylene (HDPE) with smooth interior, High Performance (HP) Storm Polypropylene Pipe manufactured by Advanced Drainage System, Inc. (or approved equal), or Polyvinyl Chloride (PVC). **Only the type of pipe designated on construction documents will be allowed.**

For pipes sizes larger than 60 inches in diameter, **only RCP will be allowed.**

When plastic pipe with flared end sections is to be installed, the end section shall be steel or reinforced concrete as approved by the Engineer. Concrete collars will be required to join

reinforced concrete flared 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 (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) Where there are discrepancies between HDPE pipe installation specifications and City of Pueblo Standard Specifications, the more stringent specifications will apply.

(b) 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.

(c) 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.

(d) HDPE pipe may not be used in Public Right-of-Way or adjacent to a street that has classification as a Collector or higher designation.

(e) 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 HIGH PERFORMANCE POLYPROPYLENE PIPE (HPPP)

Only pipe diameters 15" through 60" pipe will be allowed. High Performance Polypropylene Pipe supplied shall be smooth interior with annular exterior corrugation 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 High Performance Polypropylene Pipe storm sewer shall be installed in accordance with ASTM D2321. Please refer to the HPPP Storm Trench Installation Detail for all other installation requirements.

12.2.5 BEDDING FOR PIPE

(a) CLASS "B" BEDDING – Suitable material for RCP shall be Class "B" bedding a well-graded crushed stone. 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.

(b) CLASS I OR II BEDDING – Suitable material for HDPE and HPPP shall be Class I or II. The contractor shall provide documentation for material specification to engineer. Fill shall be placed in six (6)-inch lifts with a minimum compaction of 95% per the city standards for both cohesive and cohesion less soils. Unless otherwise noted by the engineer, minimum bedding thickness shall be 6" for all pipe sizes. The

middle 1/3 beneath the pipe invert shall be loosely placed. See ADS's "109 Classes of Embedment and Backfill Materials Detail" for bedding specifications.

12.2.6 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.

12.2.7 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 storm sewer pipe is set to grade. Where possible, manhole channel shall be storm 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 storm 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 shall be an approved flexible connection, mechanical seal, water stop, or non-shrink grout to reduce infiltration and exfiltration. When grouting is necessary at a water stop connection, non-shrink grout shall be used.

Manholes are required whenever there is a change in size, direction, elevation, grade, or where there is a junction of two or more drains. A manhole may be required at the beginning and the end of the curved section of storm drain. The maximum spacing between manholes is 500 feet for pipes with a vertical dimension of 42 inches and larger, and 400 feet for pipes with a diameter of less than 42 inches. The required manhole size shall be in accordance with values shown below:

Storm Drain Diameter (inches)	Manhole Diameter (feet)
15 to 18	4
>18 to <42	5
42 to 54	6
Larger than 54	Appropriate manhole size from CDOT Standard Plan No. M-604-20

Larger manhole diameters or a junction structure may be required when large diameter pipe alignments are not straight through manholes or when more than one storm drain line goes through the manhole. A special structure is required for 42-inch or larger pipe when the angle of deflection is more than 45 degrees.

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.

The standard inlets permitted for use in the city are provided in the below:

Standard Inlet Types in City of Pueblo	
Inlet Type	**Use Permitted**
CDOT Type R Curb Opening	All street types
Slotted Inlet Parallel to Flow	Streets or open areas
CDOT Type D	Streets or open areas
CDOT Type C Grate	All streets with a roadside or median ditch
CDOT/Denver 13 Valley Grate	Alleys or drives with a valley gutter (private areas only)
Denver No. 16 Combination	All street types

The City may consider other inlet types for retrofit projects if the applicant demonstrates that the City's standard inlet types are unsuitable. The use of inlet types that are not listed in the Table above will require a variance.

Further guidance and requirements are provided in the *City of Pueblo Drainage Criteria Manual, April 2023.*

12.2.9 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.

12.2.10 CASTINGS AND MANHOLE RING & 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 storm 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. The informational logo “No Dumping / Drains to River” shall be cast on the covers. Other castings shall be as shown on the Standard Details. See City Standard Details for additional information.

12.2.11 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.

All riprap shall require filter fabric as specified in section 12.2.12 FILTER FABRIC.

12.2.12 FILTER MATERIAL

Class A filter material shall consist of free draining sand, gravel, 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

12.2.13 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

12.2.14 TRACER WIRE

Refer to Standard Detail Drawings SD31 thru SD36.

12.3 CONSTRUCTION REQUIREMENTS

12.3.1 WATER LINE AND SANITARY SEWER CROSSINGS

Where storm sewer mains cross water mains, sanitary sewers or other non-potable lines, the storm sewer pipe shall be a minimum of eighteen inches (18") clear distance vertically below the water main or sanitary sewer. If this clear distance is not feasible, the crossing utility section must be designed and constructed so as to protect the water main or sanitary 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.

12.3.2 RAILROAD AND HIGHWAY CROSSINGS

At all railroad and highway crossings extreme care shall be exercised to safeguard life and property. All storm 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.

12.3.3 EXCAVATION - GENERAL

All excavation for storm sewer and/or manhole construction will be considered as unclassified excavation. Excavation shall conform to ARTICLE 7 – EARTHWORK, Section 7.3.2 General Excavation.

12.3.4 TRENCH EXCAVATION - WIDTH AND DEPTH

The width of the trench shall provide adequate space for workers to place, join 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 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.

12.3.5 HANDLING EXCAVATED MATERIAL

The material excavated from trenches that 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.

12.3.6 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 12.2.6 - 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.

12.3.7 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 12.3.4 - 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.

12.3.8 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. Drainage of ground water during construction through any storm sewer pipeline will be allowed. All dewatering and trench stabilization methods and type of equipment used shall be approved by the Engineer and in compliance with the City’s MS4 permit.

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.

12.3.9 EXCAVATION FOR STRUCTURES

Excavation for manholes, inlets, vaults, 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 12.3.7 - 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 12.3.6 - 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 “no-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.

12.3.10 PIPE BEDDING LIMITS

Unless stated otherwise on the plans or details or ordered by the Engineer, RCP pipe shall be bedded in accordance with Class "B" bedding as described below and HPPP & HDPE pipe shall be bedded in accordance with Class “I” or “II” 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 “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 the spring line of the pipe.

(b) CLASS I or II BEDDING. The storm sewer pipe shall be set on a minimum of six inches (6") of Class "I" or “II” 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 storm sewer pipe, Class "I" or “II” 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 "I" or “II” 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.

12.3.11 PIPE LAYING

Before any pipe laying shall occur cutsheets shall be submitted to the Stormwater Utility Division for approval. No pipe laying shall occur prior to cutsheet approval. Cutsheets shall match the approved subdivision construction drawings on file with the City. See below for further cutsheet requirements:

a) 25 ft stake intervals

b) Stationing matching approved plans
c) Field Stationing
d) Grade
e) Cut/Fill
f) Slope
g) Description of pipe section

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 and/or inlets 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.

The Contractor shall submit a plan for handling existing storm sewer 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 storm sewer to determine a bypass plan. Precautions must be taken to ensure that storm sewer flow control operations do not cause damage to property being served by the storm sewers involved. 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 stormwater system at a controlled rate to prevent surcharging of the

stormwater system.

If the City must provide personnel and equipment to minimize damages, in the event of any failure of the Contractor's storm sewer 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.

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 storm 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.

b) VERTICAL TOLERANCE.

   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). Any pipe not within 0.50% of the existing or designed slope shall be re-laid.

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) HPPP & HPDE JOINTS – Pipe shall be joined using a bell & spigot joint meeting the requirements of ASTM F2881. The joint shall be watertight according to the requirements of ASTM D3212. Gaskets shall meet the requirements of ASTM F477

      (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) REINFORCED CONCRETE PIPE (RCP) JOINTS – Pipe joints shall conform with ASTM C990-09.

(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 – Refer to Standard Detail Drawings SD 32 – SD 39.

12.3.12 BACKFILLING

The line, grade, joints and bedding of the storm sewer shall be inspected and approved by the Engineer before backfilling operations commence.

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 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 storm 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. 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.

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 lateral, another lateral shall be tested in addition to the extent of non-compliance testing requirements.

In the event of settlement or subsidence of a particular excavation or any part thereof, the Contractor shall be responsible for all repaving, overlay and repair costs occasioned thereby for a period of two (2) years after the project/subdivision acceptance date.

If requested by the Contractor/Developer, and written permission is granted by the City Engineer, backfill for utility trenches may be consolidated using water induced settlement techniques (jetting/puddling). This method of trench backfill consolidation shall only be allowed in those special locations where a failure history exists for trenches using conventional engineered controlled fill. As a condition of permission to use jetting/puddling, the Contractor/Developer must agree in writing to provide a full and complete three (3) year warranty from the final acceptance date, that shall include repair of any surface amenities to the complete satisfaction of the City which may include a full width asphaltic overlay if warranted.

Where backfill for utility trenches within the roadway section are consolidated using jetting/puddling, the moisture and density requirements within the trench compaction limits stated above shall not apply; however, the compaction limits for the finished roadway subgrade as outlined under ARTICLE 7 - EARTHWORK shall apply.

12.3.13 MANHOLE CONSTRUCTION AND ADJUSTMENT

All provisions of Section 11.3.13 are applicable except that drop manholes are not required unless specified on the drawings.

Manhole bases and barrels shall be constructed of the material as specified in Section 12.2 - 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 storm sewer pipe and wherever possible, the lower one-half of the storm 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.

Unless otherwise specified on the plans or specifications, all manhole channels shall be constructed with a minimum elevation drop as shown:

HORIZONTAL DEFLECTION ANGLE OF SEWER PIPE AT MANHOLE	MINIMUM DROP
0^{o}	0.10'
Between 0^{o} & 45^{o}	0.20'
45^{o} to 90^{o}	0.30'

Changes in direction at intersections of sewers shall not be greater than 90 degrees.

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.

For vertical drops greater than 8 feet, special designs are required that address potential cavitation and energy dissipation. These situations will require special review. See Design and Construction of Urban Stormwater Management Systems (WEF and ASCE 1992) for guidelines for drop shaft structures.

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.

12.3.14 TESTING AND INSPECTION

Replace section 11.3.15 - 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 12.3.12 - BACKFILLING.

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 storm sewer unless otherwise authorized by the City. The Contractor shall thoroughly clean all storm 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.

At the City's request, deflection testing by use of a mandrel shall be completed for HPPP 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 inspected by closed-circuit television by the City of Pueblo prior to the end of the two-year warranty period. Any pipe showing damage that could impact the functionality of the pipe e.g., joint disconnection, pipe cracking, gouges, warping, ponding shall be replaced by the Contractor, at their expense. A deflection test may also be performed in which case if excess of

five percent deflection is found the pipe shall be removed and replaced by the Contractor, at their expense.

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.

12.3.15 CLEANING SEWERS AND APPURTENANCES

The storm 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.

12.3.16 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.

12.3.17 STORM SEWER REHABILITATION SPECIFICATIONS

If any part of a stormwater RCP, HDPE, HPPP, or PVC 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. If any part of a stormwater Vitrified Clay Pipe (VCP) main or lateral is removed or damaged to facilitate a private utility main installation or replacement, then the entire stormwater main or lateral must be replaced including appurtenant structures that may crumble as a result of the replacement. Metallic pipes, including corrugated metal pipes (CMPs) and cast-iron pipes (CIPs), are subject to corrosion and must be Closed-circuit television (CCTV) inspected by the Stormwater Utility Department to determine the condition of metallic pipes. The condition of the metallic pipe will determine the extent of replacement required. Deviations from this requirement must be approved in writing by 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.

The City of Pueblo maintains a list of qualified contractors who have been through a vetting process and possess the qualifications to perform stormwater point repair projects. Only contractors from this list will be allowed to repair damaged stormwater infrastructure. When a point repair project arises, Stormwater Department staff will evaluate the repairs needed,

determine the unit quantities for the work required and determine which of the qualified contractors would be able to complete the repairs at the lowest cost by using the unit prices provided by each contractor in their bid. The point repair will then be offered to the contractor providing the lowest cost.

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.

12.3.18 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.

12.3.19 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 Article 12-3-24 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.

12.3.20 ASPHALT PAVED STREETS

When trenches for public mains are excavated in existing 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 one (1) foot 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 their own expense if the damage is a result of their operations.

12.3.21 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.

12.3.22 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.

12.3.23 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.

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.

REVISION	10/17/2022	09/03/2024		

city of PUEBLO colorado

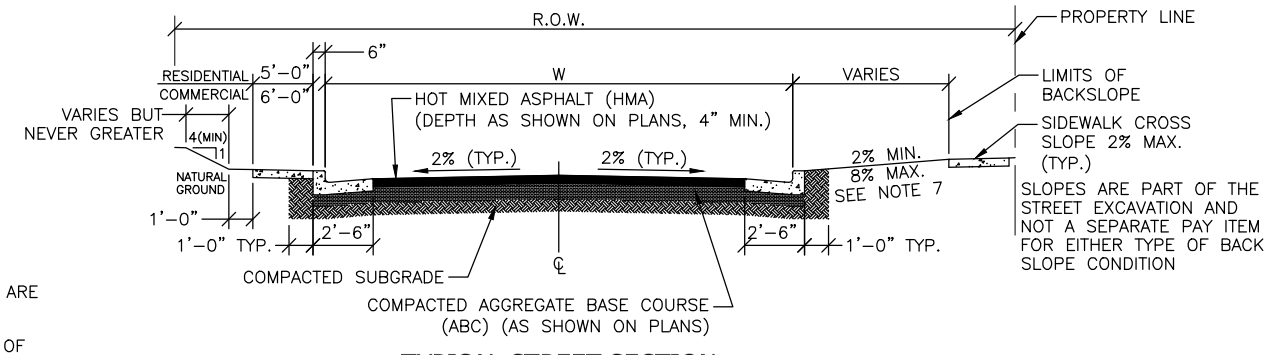
TYPICAL STREET INTERSECTION

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

SD1

DRAWN BY: JM
CHECKED BY: BQ
APPROVED BY: CR

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



TYPICAL STREET SECTION

NO SCALE

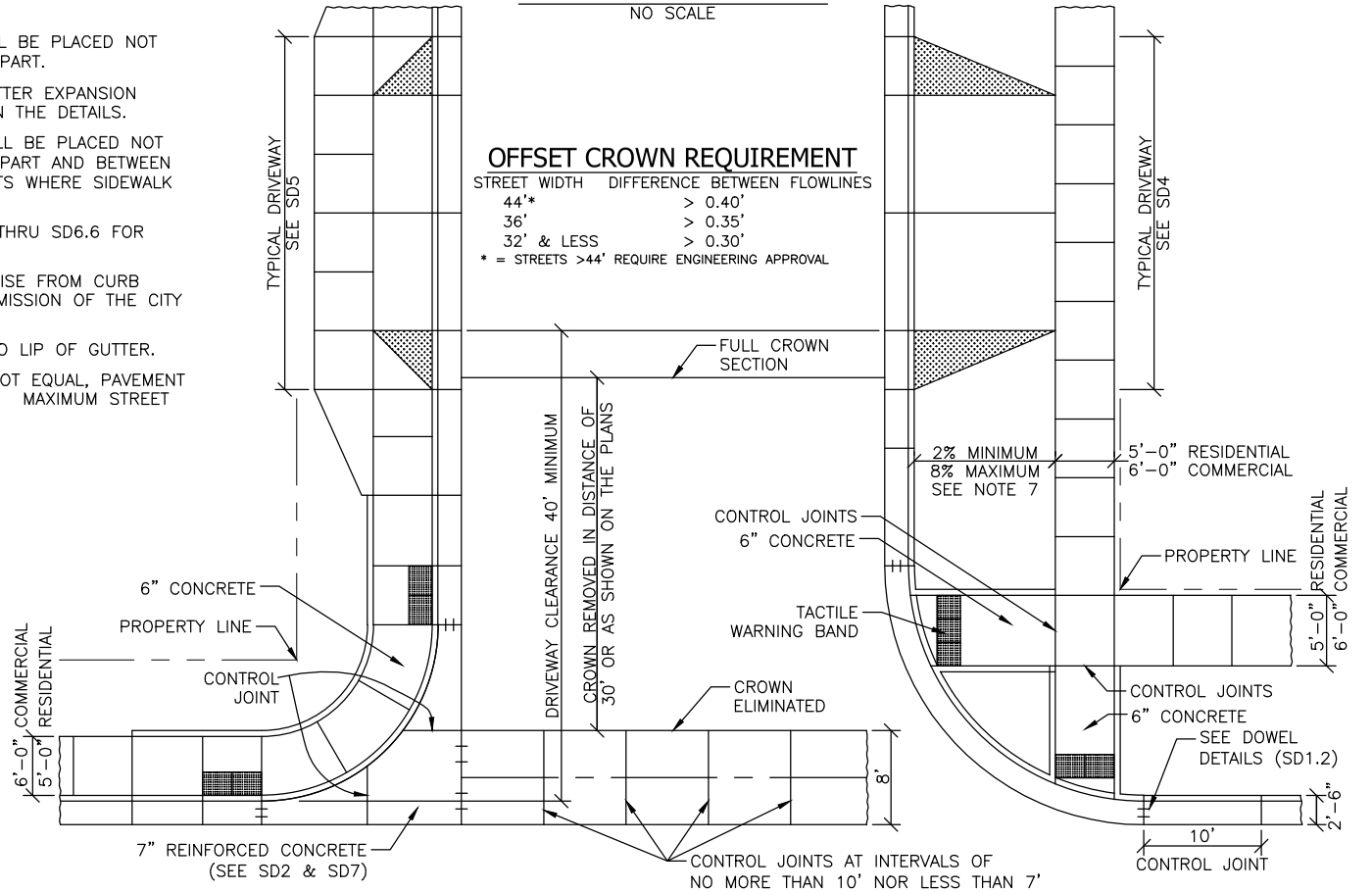
NOTES:

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 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 SIDEWALK AT POINTS WHERE SIDEWALK ABUTS BUILDING.
6. SEE CURB RAMP DETAILS SD4 & SD6.1 THRU SD6.6 FOR ADDITIONAL REQUIREMENTS.
7. ADA REQUIREMENTS CONTROL MAXIMUM RISE FROM CURB HEAD. MAY EXCEED 8% ONLY WITH PERMISSION OF THE CITY 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

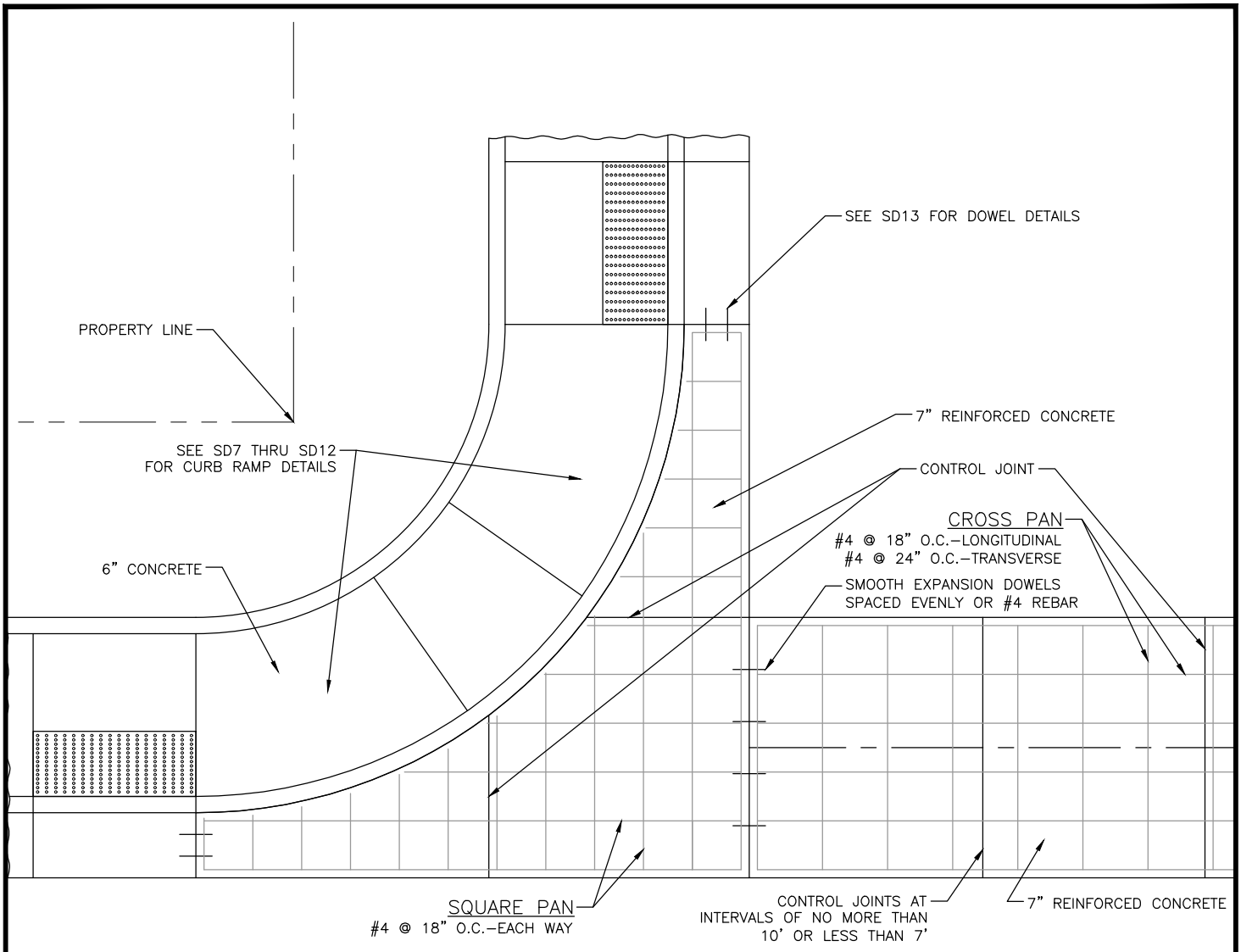
STREET WIDTH	DIFFERENCE BETWEEN FLOWLINES
44'*	> 0.40'
36'	> 0.35'
32' & LESS	> 0.30'

* = STREETS >44' REQUIRE ENGINEERING APPROVAL



PLAN OF TYPICAL STREET INTERSECTION

NO SCALE



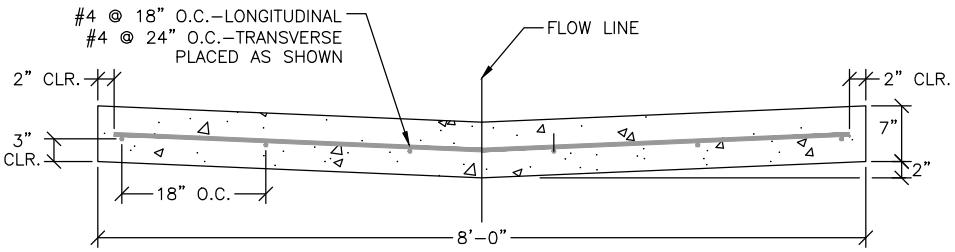
PLAN OF TYPICAL SQUARE PAN & CROSS PAN

SCALE: 1"=5'–0"

NOTES:

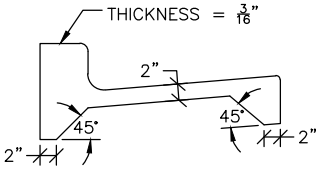
1. THE CONTRACTOR SHALL USE #4–GRADE 60 REINFORCING BARS.
2. ALL REINFORCING SHALL BE SECURELY TIED AND PROPERLY SUPPORTED USING APPROVED CHAIRS.
3. DOUBLE GUTTER EXPANSION JOINTS SHALL BE PLACED NOT MORE THAN TWO HUNDRED (200) FEET APART.
4. ALL CURB AND GUTTER AND DOUBLE GUTTER EXPANSION JOINTS SHALL BE DOWELED AS SHOWN IN THE DETAILS. (SEE SD13 FOR DOWELED DETAILS)
5. SEE CURB RAMP DETAILS FOR CONTROL AND EXPANSION JOINT LOCATIONS AT CORNERS.

09/03/2024 10/17/2022 REVISION	city of PUEBLO colorado	**SQUARE PAN & CROSS PAN DETAIL**	SD2
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: BQ APPROVED BY: CR



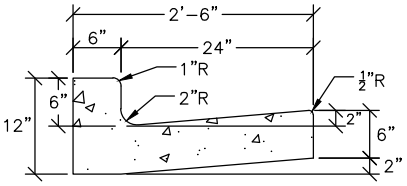
CROSS PAN DETAIL

SCALE: 1"=2'–0"



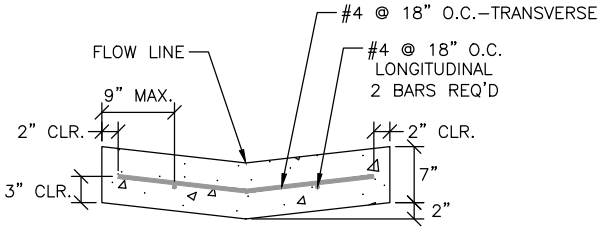
TEMPLATE

SCALE: 1"=2'–0"

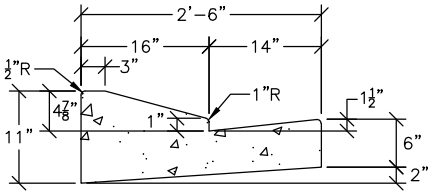


STANDARD CURB & GUTTER

SCALE: 1"=2'–0"

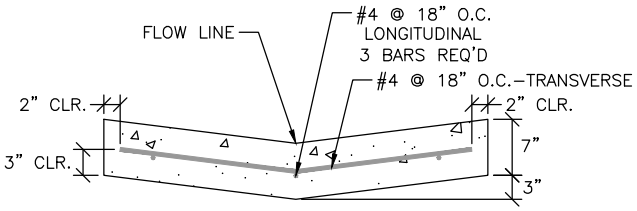


3'-0" GUTTER

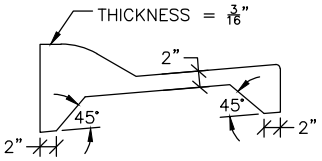


MODIFIED RAMP CURB & GUTTER

SCALE: 1"=2'–0"

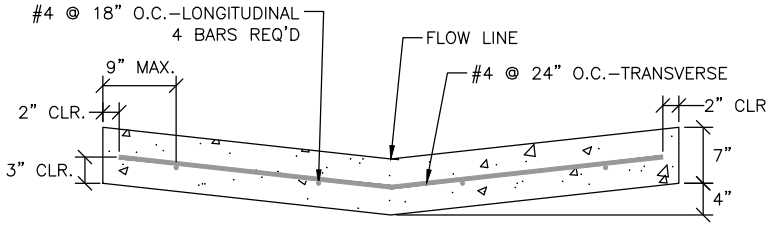


4'-0" GUTTER



TEMPLATE

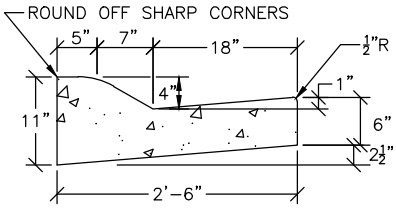
SCALE: 1"=2'–0"



6'-0" GUTTER

DOUBLE GUTTER DETAILS

SCALE: 1"=2'–0"

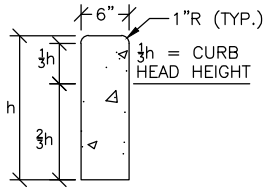


ROLLED CURB & GUTTER

SCALE: 1"=2'–0"

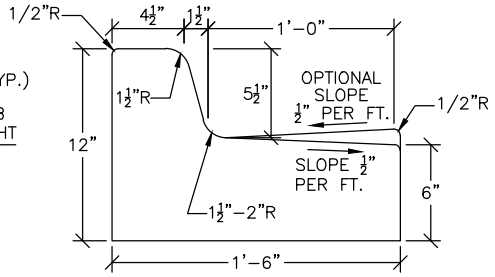
NOTES:

1. PROVIDE 2–#4 REINFORCING BARS IN GUTTER SECTIONS AT ALLEYS – SEE SD5 & SD6.
2. PROVIDE TOOLED CONTROL JOINTS @ 10' O.C. ALL CURB AND GUTTER SHALL HAVE EXPANSION JOINTS AT 200 FEET O.C.–MAXIMUM.
3. SEE APPLICABLE DETAILS FOR GUTTER SLOPE MODIFICATIONS AT CURB RAMPS.



6" CURB HEAD

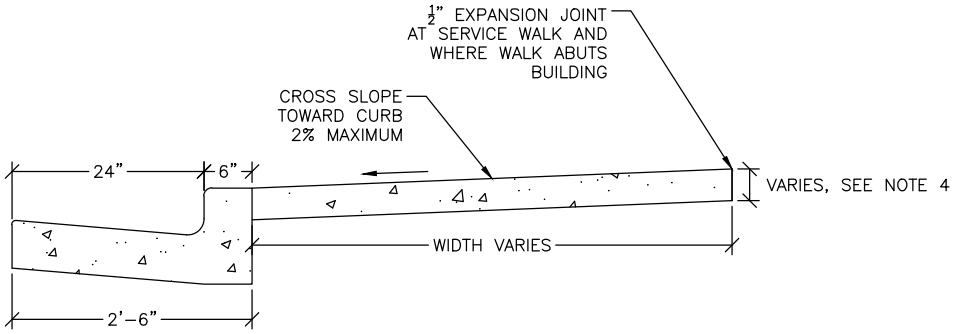
SCALE: 1"=2'–0"



CURB & GUTTER TYPE 2
SECT. 1-B

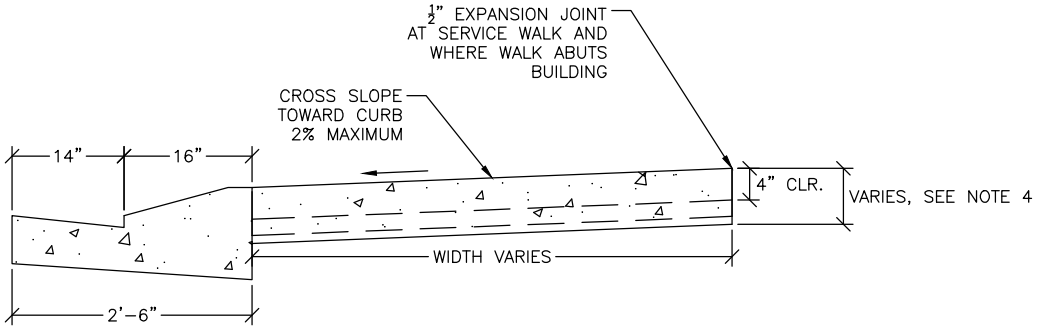
SCALE: 1"=1'–0"

	city of PUEBLO colorado	**CONCRETE CURB & GUTTER, DOUBLE GUTTER AND CROSS PAN**	SD3
09/03/2024		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION	DRAWN BY: JM
10/17/2022		211 EAST "D" ST. PUEBLO, CO 81003	CHECKED BY: BQ
REVISION		(719) 553-2295 PHONE	APPROVED BY: CR



SIDEWALK DETAIL

SCALE: 1"=2'-0"



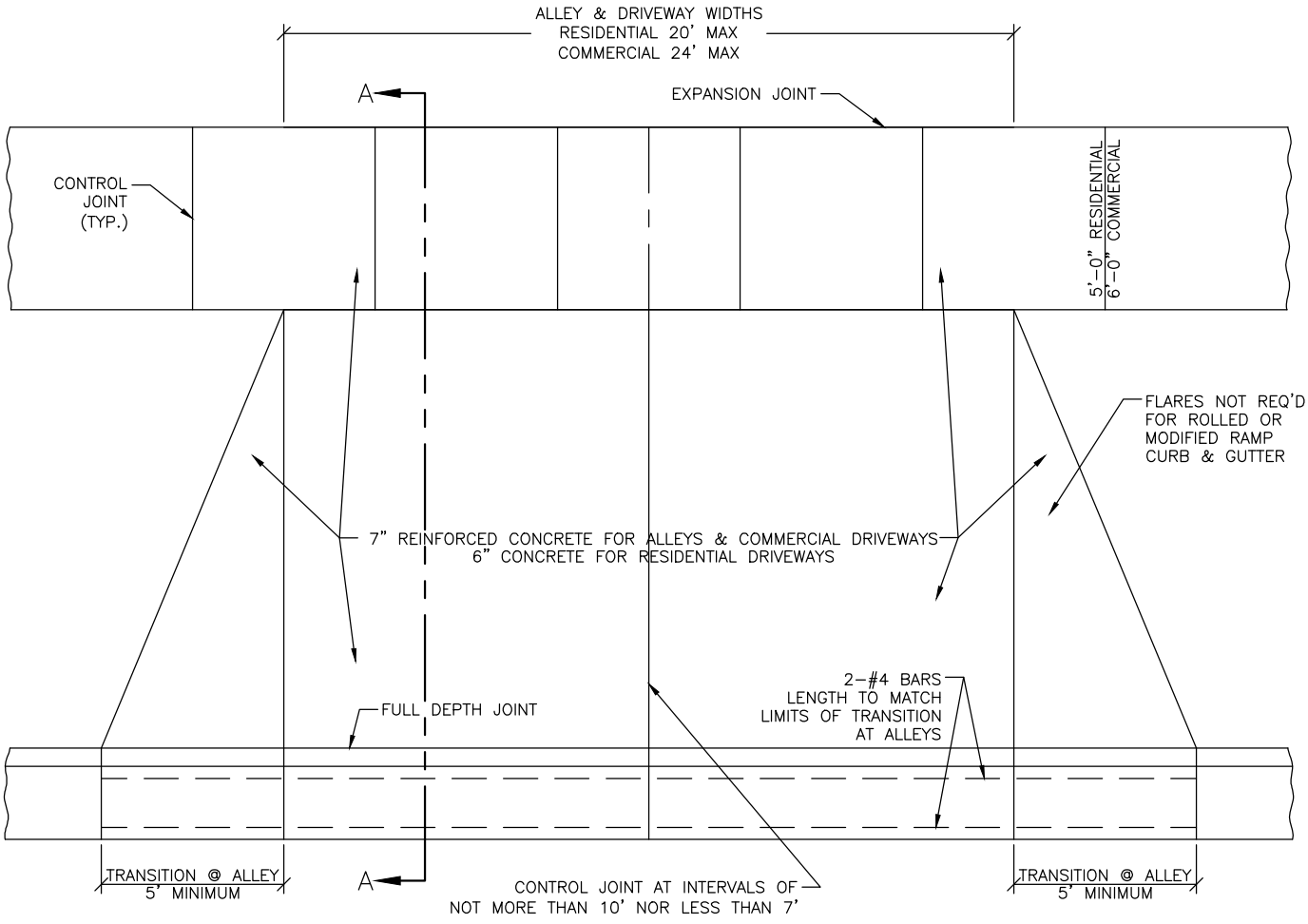
SIDEWALK DETAIL

SCALE: 1"=2'-0"

NOTES:

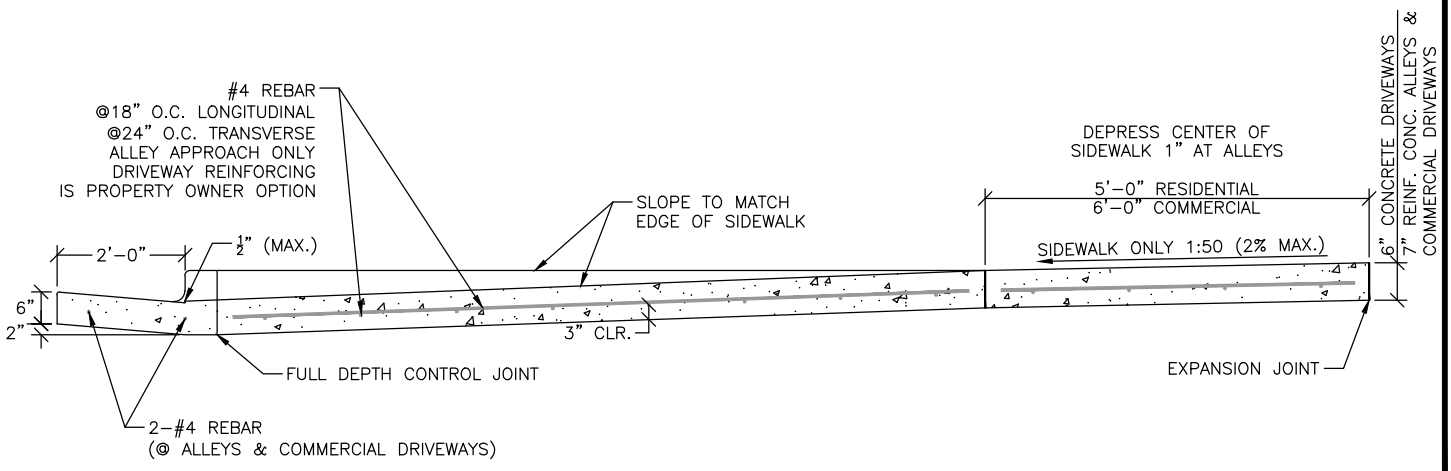
1. THAT PORTION OF ANY SIDEWALK AT A DRIVEWAY CROSSING OR AT ANY PROBABLE DRIVEWAY CROSSING MUST BE AT LEAST 6" THICK. THIS REGULATION APPLIES TO ALL NEW SIDEWALK CONSTRUCTION AND ALL SIDEWALK REPLACEMENT.
2. ½" EXPANSION JOINTS SHALL BE PLACED AT INTERVALS OF NOT MORE THAN ONE HUNDRED (100) FEET APART IN SIDEWALKS.
3. CONTROL JOINTS ARE TO BE AT 5' UNLESS OTHERWISE DIRECTED BY THE CITY.
4. SIDEWALK CONCRETE THICKNESS IS TO BE CONSTRUCTED AT 7" REINFORCED AT COMMERCIAL DRIVEWAYS AND ALLEYS; 6" AT RESIDENTIAL DRIVEWAYS AND 4" AT ALL OTHER LOCATIONS.

09/03/2024 10/17/2022 REVISION	city of PUEBLO colorado	**ATTACHED SIDEWALK DETAILS** PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SD4 DRAWN BY: JM CHECKED BY: BQ APPROVED BY: CR



PLAN OF TYPICAL ALLEY APPROACH & DRIVEWAY DETAIL FOR SETBACK SIDEWALK

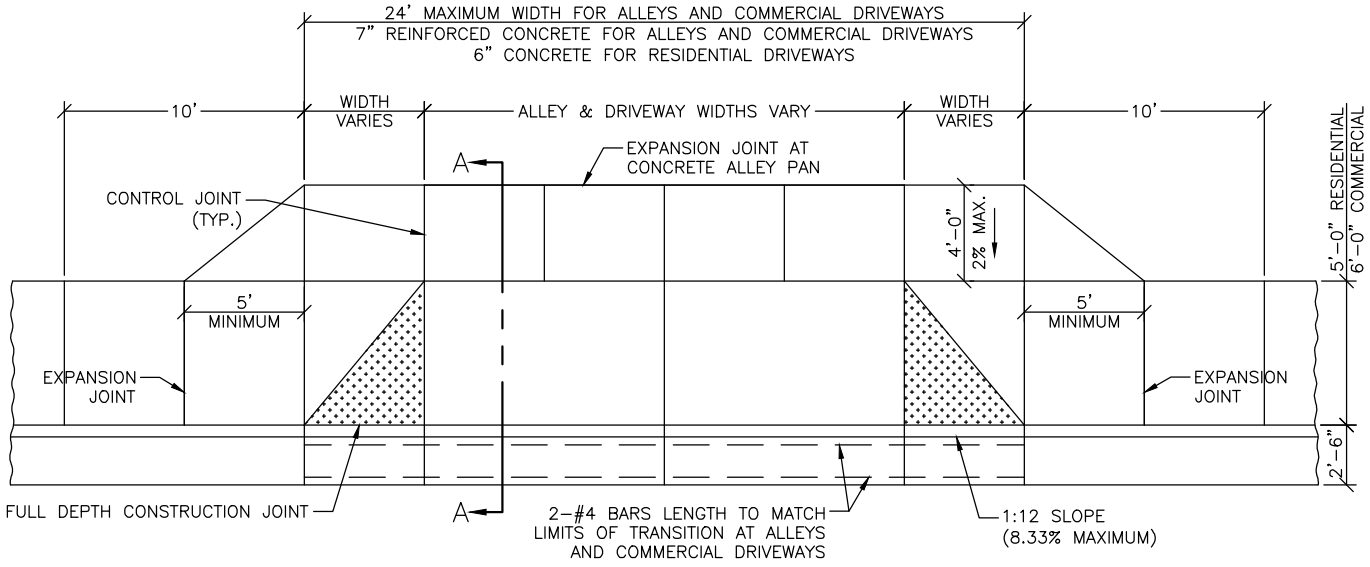
SCALE: 1"=5'-0"



SECTION A-A - ALLEY & DRIVEWAY GUTTER DETAIL

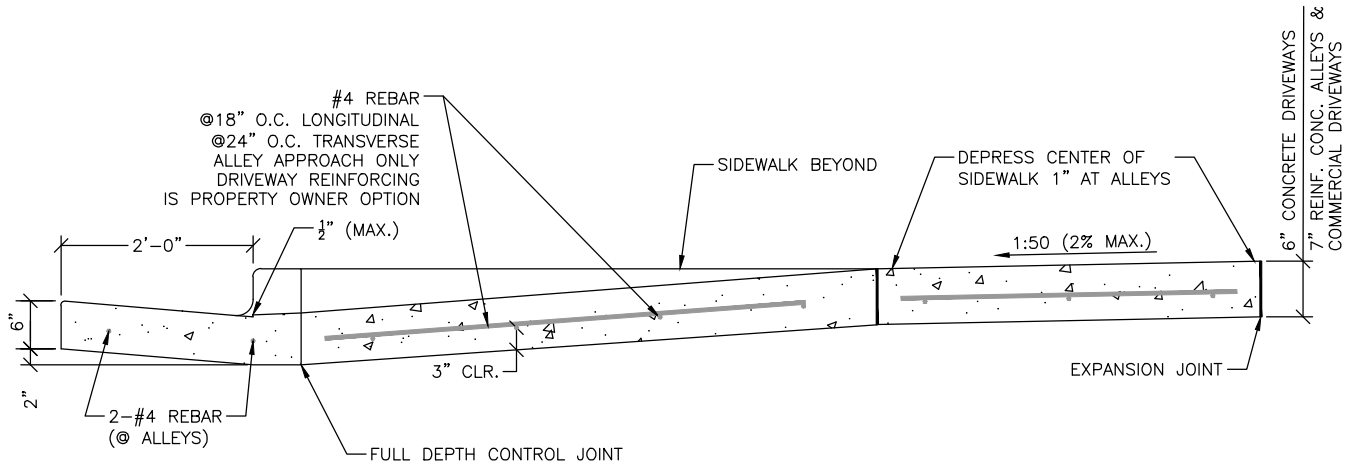
SCALE: 1"=3'-0"

09/03/2024 10/17/2022 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	SD5 DRAWN BY: JM CHECKED BY: BQ APPROVED BY: CR



PLAN OF TYPICAL ALLEY APPROACH & DRIVEWAY DETAIL FOR ATTACHED SIDEWALK

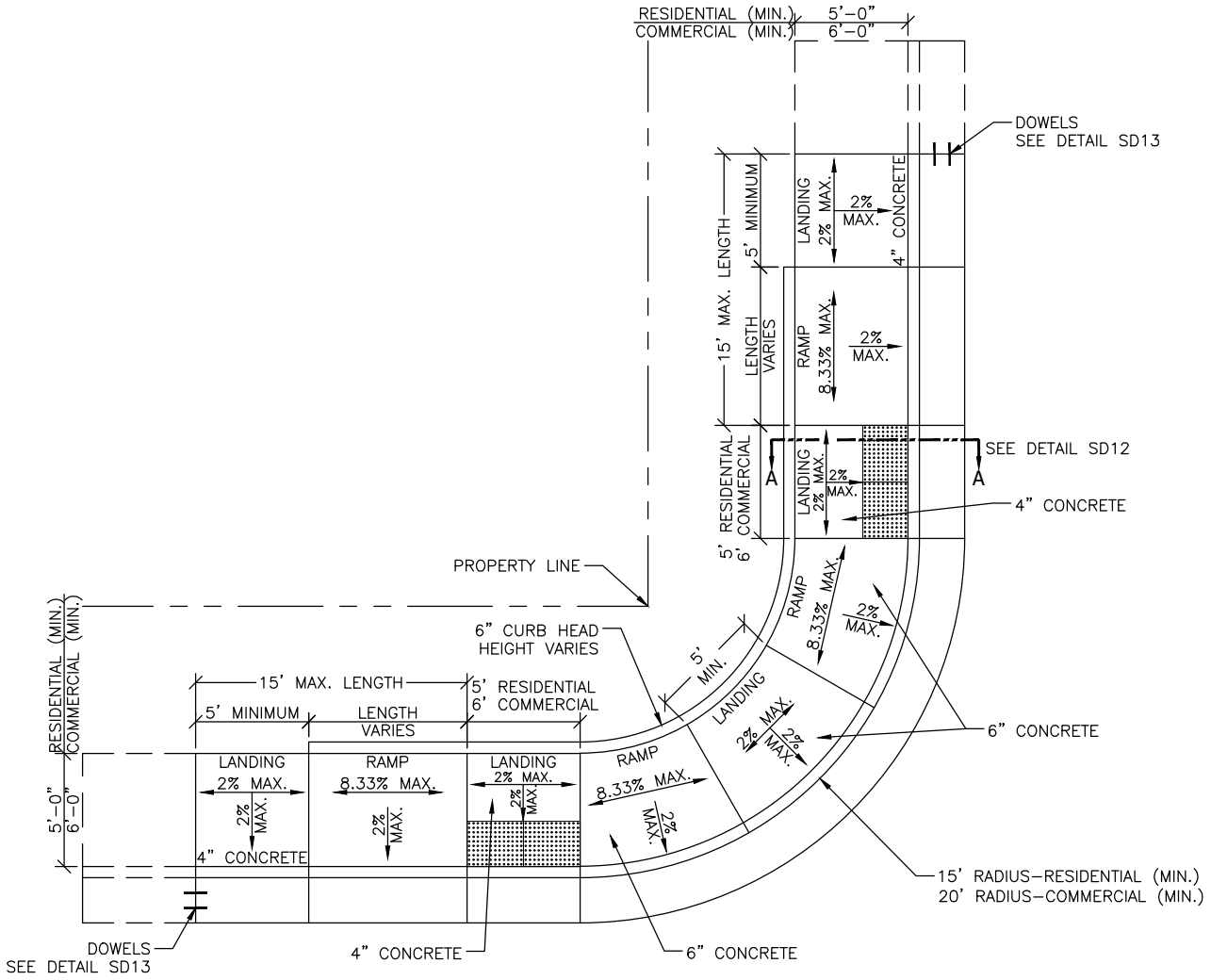
SCALE: 1"=8'-0"



SECTION A-A - ALLEY & DRIVEWAY GUTTER DETAIL

SCALE: 1"=2'-0"

	city of PUEBLO colorado	**TYPICAL ALLEY APPROACH & DRIVEWAY DETAIL FOR ATTACHED SIDEWALK**	SD6
09/03/2024		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION	DRAWN BY: JM
10/17/2022		211 EAST "D" ST. PUEBLO, CO 81003	CHECKED BY: BQ
REVISION		(719) 553-2295 PHONE	APPROVED BY: CR



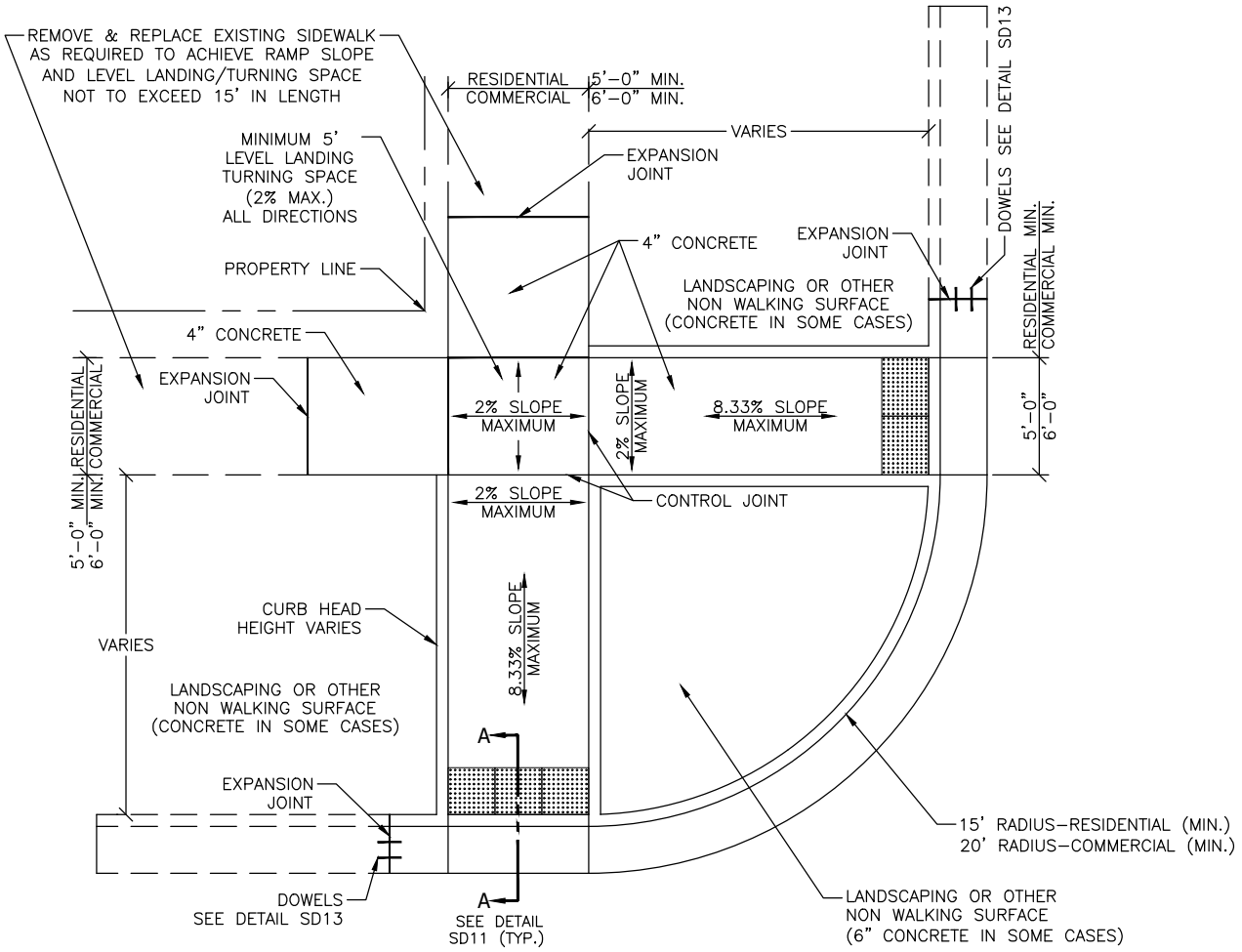
TYPE A RAMP

SCALE: 1"=8'-0"

NOTES:

1. ALL CURB RAMPS SHALL BE CONSTRUCTED TO CONFORM TO ALL APPLICABLE PROVISIONS OF THE PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG) LATEST EDITION.
2. RAMP SLOPES SHALL NOT BE STEEPER THAN 8.33%. 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. ALL CROSS SLOPES SHALL NOT EXCEED 2%.

09/03/2024 10/17/2022 REVISION	city of PUEBLO colorado	**CURB RAMP DETAILS - TYPE A RAMP** PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SD7 DRAWN BY: JM CHECKED BY: BQ APPROVED BY: CR



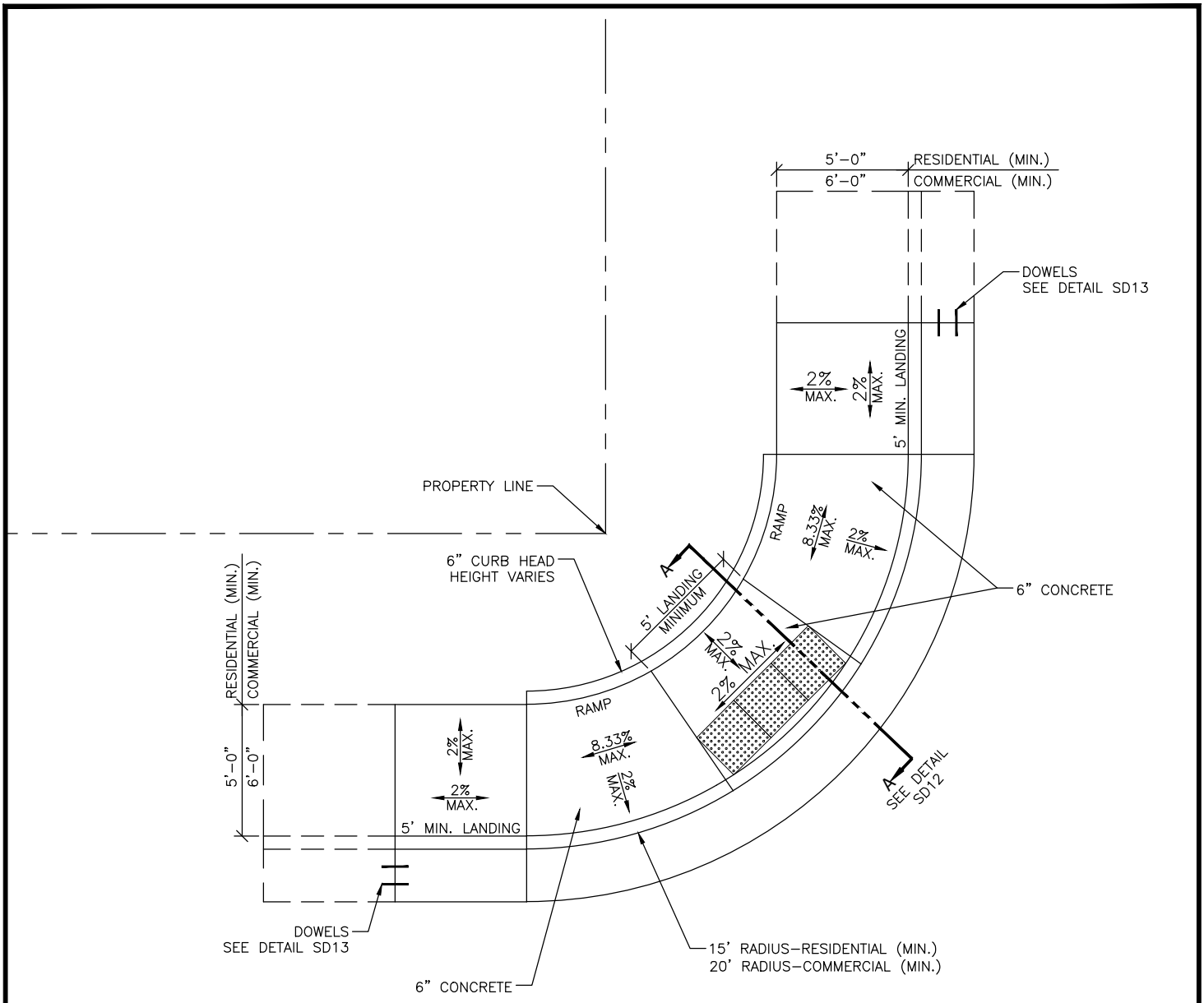
TYPE B RAMP

SCALE: 1"=8'-0"

NOTES:

1. ALL CURB RAMPS SHALL BE CONSTRUCTED TO CONFORM TO ALL APPLICABLE PROVISIONS OF THE PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG) LATEST EDITION.
2. RAMP SLOPES SHALL NOT BE STEEPER THAN 8.33%. 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. ALL CROSS SLOPES SHALL NOT EXCEED 2%.

09/03/2024 10/17/2022 REVISION	city of PUEBLO colorado	**CURB RAMP DETAILS - TYPE B RAMP** PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SD8 DRAWN BY: JM CHECKED BY: BQ APPROVED BY: CR



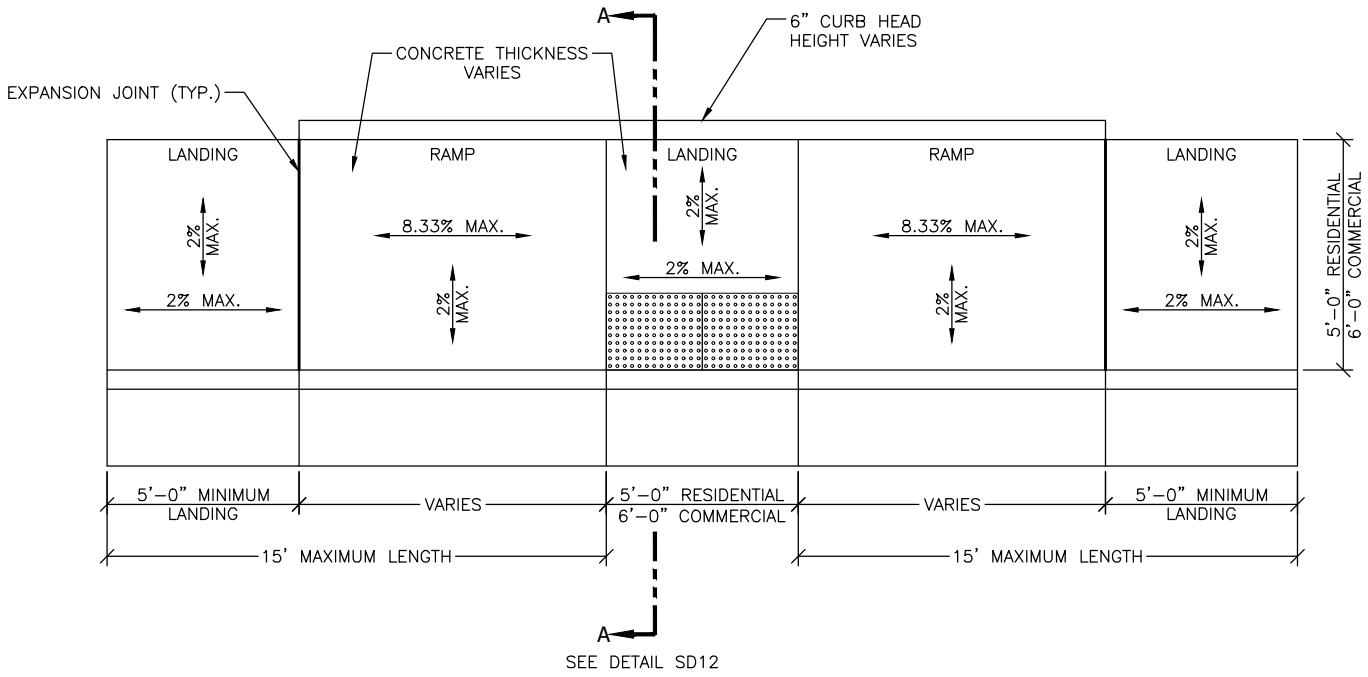
TYPE C RAMP

SCALE: 1"=6'-0"

NOTES:

1. ALL CURB RAMPS SHALL BE CONSTRUCTED TO CONFORM TO ALL APPLICABLE PROVISIONS OF THE PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG) LATEST EDITION.
2. RAMP SLOPES SHALL NOT BE STEEPER THAN 8.33%. 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. ALL CROSS SLOPES SHALL NOT EXCEED 2%.

09/03/2024	city of PUEBLO colorado	**CURB RAMP DETAILS - TYPE C RAMP**	SD9
10/17/2022		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: BQ
REVISION			APPROVED BY: CR



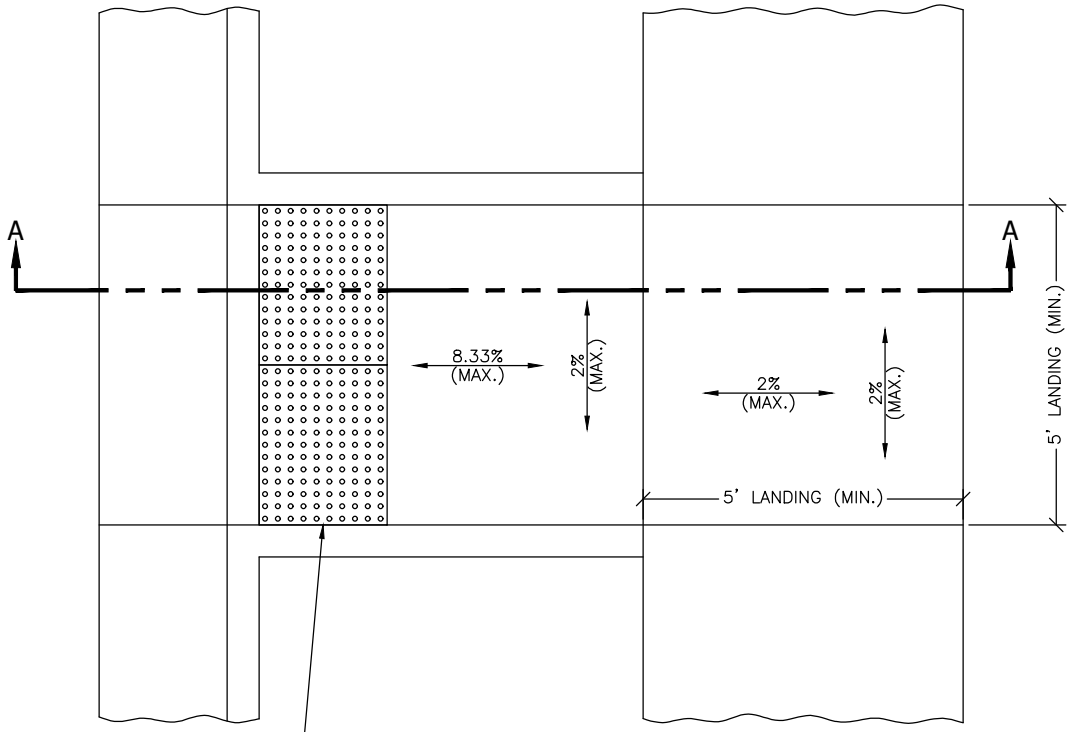
TYPE D RAMP

SCALE: 1"=5'-0"

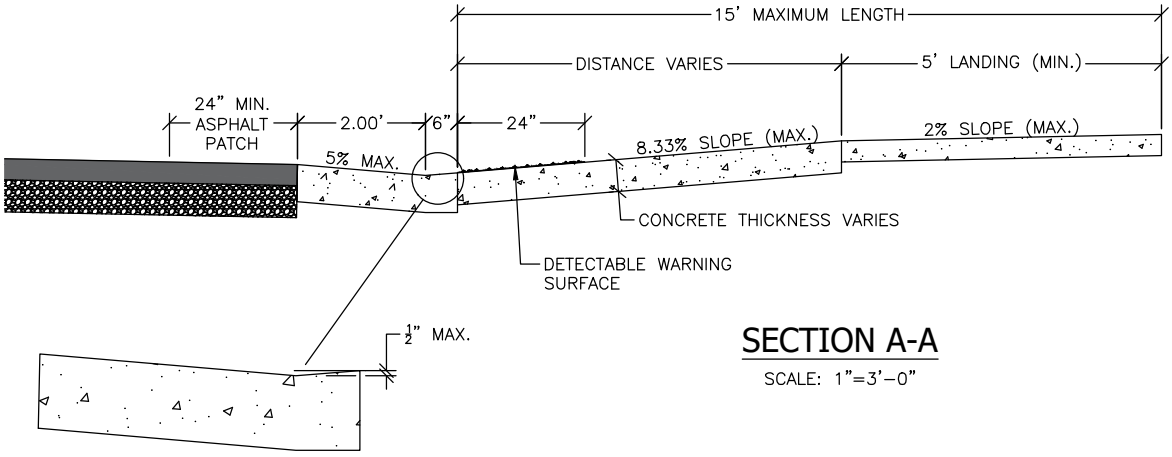
NOTES:

1. ALL CURB RAMPS SHALL BE CONSTRUCTED TO CONFORM TO ALL APPLICABLE PROVISIONS OF THE PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG) LATEST EDITION.
2. RAMP SLOPES SHALL NOT BE STEEPER THAN 8.33%. 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. ALL CROSS SLOPES SHALL NOT EXCEED 2%.

09/03/2024 10/17/2022 REVISION	city of PUEBLO colorado	**CURB RAMP DETAILS - TYPE D RAMP** PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SD10 DRAWN BY: JM CHECKED BY: BQ APPROVED BY: CR



DETECTABLE WARNING SURFACES SHALL BE 24'' WIDE AT THE BOTTOM OF EACH RAMP (UNLESS SHOWN OTHERWISE) AND SHALL EXTEND THE FULL WIDTH OF THE RAMP. SEE STANDARD DETAIL SD6.1 THRU SD6.4

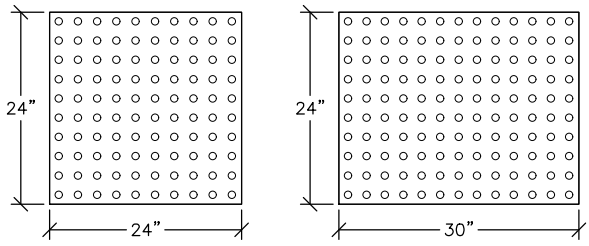


SECTION A-A

SCALE: 1"=3'-0"

NOTES:

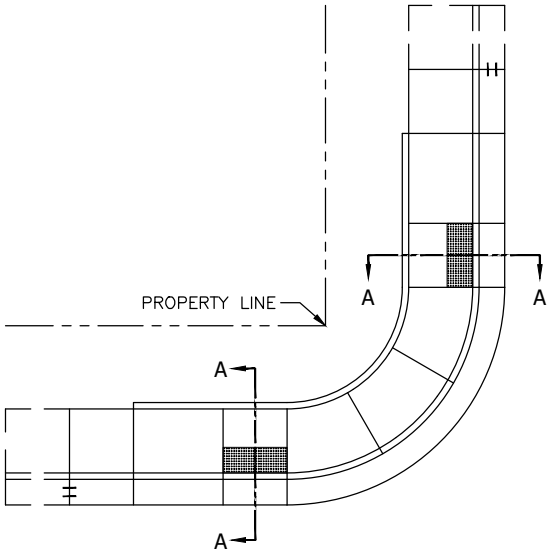
1. DETECTABLE WARNING SURFACES SHALL COMPLY WITH SECTION R305 OF THE PUBLIC RIGHT-OF-WAY ACCESSIBILTY GUIDELINES (PROWAG) LATEST EDITION.
2. ALL CURB RAMPS SHALL BE CONSTRUCTED TO CONFORM TO ALL APPLICABLE PROVISIONS OF THE PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG) LATEST EDITION.
3. RAMP SLOPES SHALL NOT BE STEEPER THAN 8.33%. DIMENSIONS AND OR ARRANGEMENTS SHOWN SHALL BE MODIFIED AS NECESSARY TO MEET THIS REQUIREMENT.
4. LOCATION OF RAMPS MAY BE ADJUSTED TO FIT FIELD CONDITIONS AS DIRECTED BY THE ENGINEER.
5. ALL CROSS SLOPES SHALL NOT EXCEED 2%.



DETECTABLE WARNING SURFACE

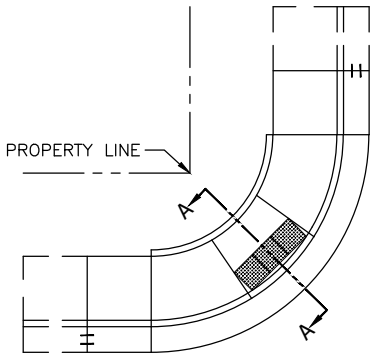
SCALE: 1"=2'-0"

	city of PUEBLO colorado	**CURB RAMP DETAILS - DETECTABLE WARNING SURFACES**	SD11
09/03/2024		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: BQ APPROVED BY: CR
10/17/2022			
REVISION			



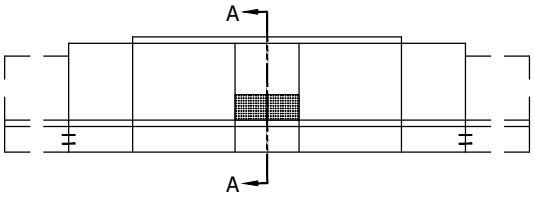
TYPE A RAMP

SCALE: 1"=15'-0"



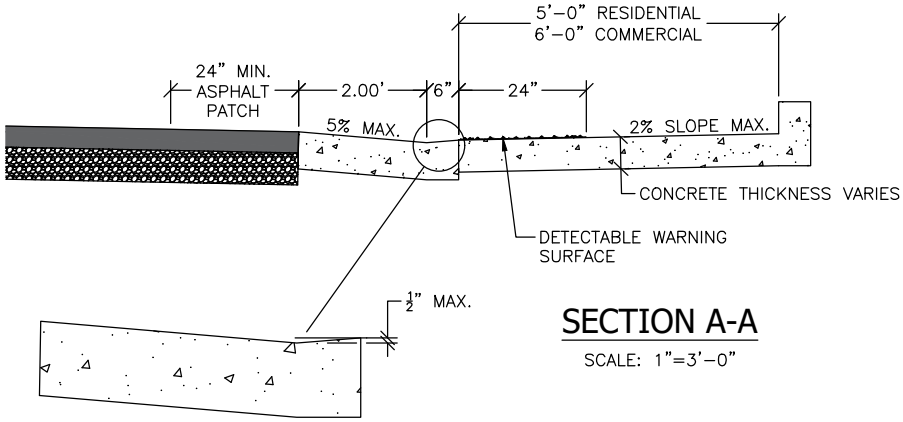
TYPE C RAMP

SCALE: 1"=15'-0"



TYPE D RAMP

SCALE: 1"=15'-0"



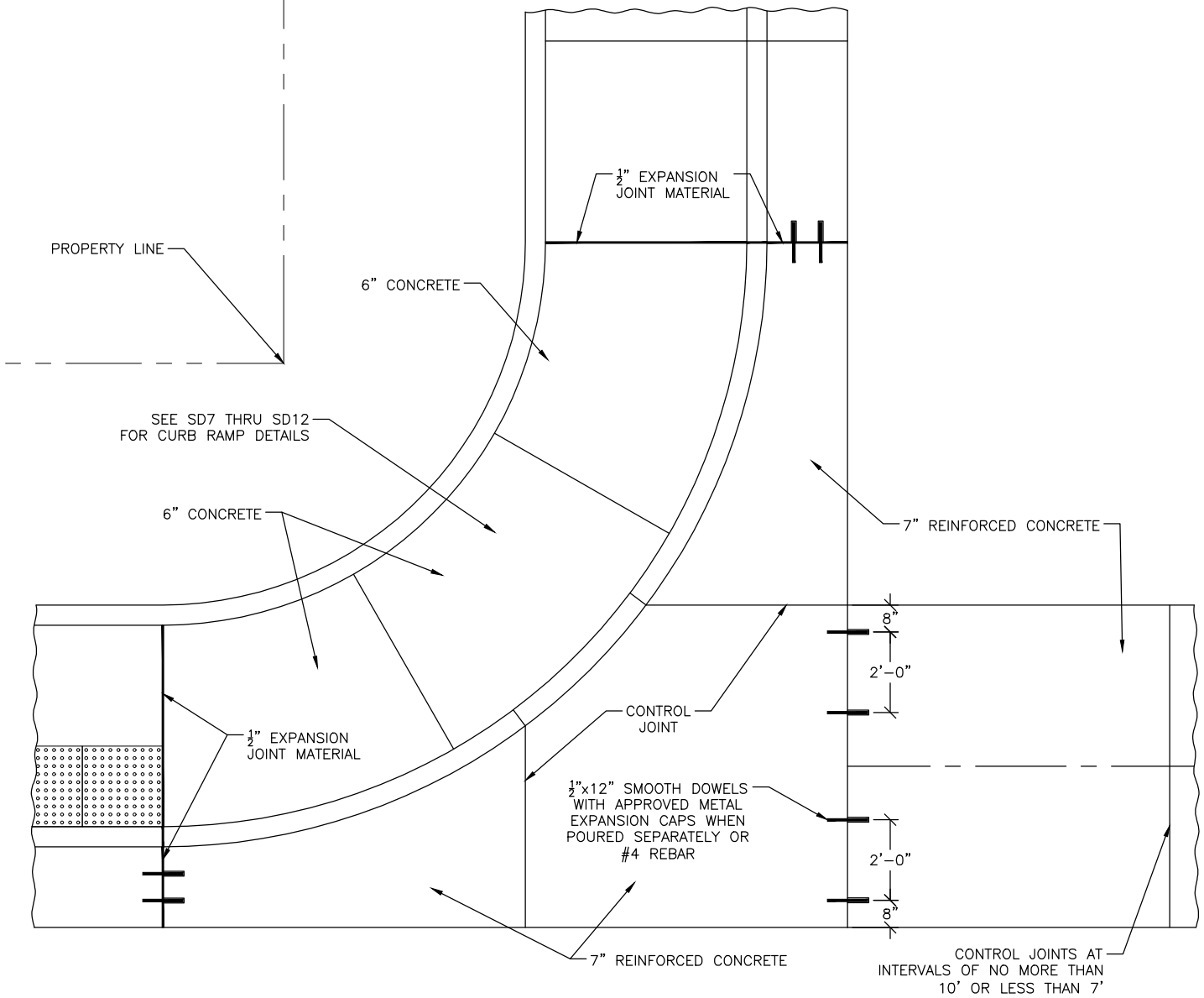
SECTION A-A

SCALE: 1"=3'-0"

NOTES:

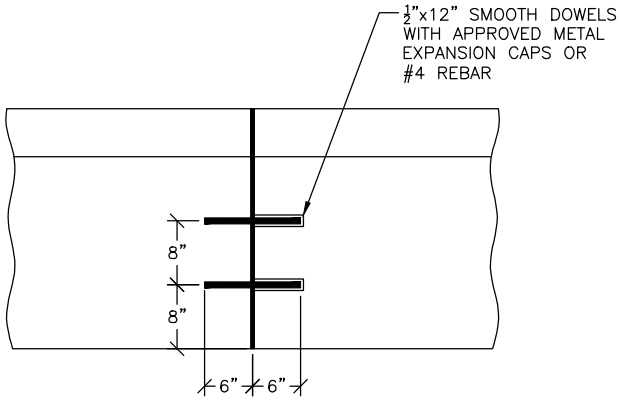
1. DETECTABLE WARNING SURFACES SHALL COMPLY WITH SECTION R305 OF THE PUBLIC RIGHT-OF-WAY ACCESSIBILTY GUIDELINES (PROWAG) LATEST EDITION.
2. ALL CURB RAMPS SHALL BE CONSTRUCTED TO CONFORM TO ALL APPLICABLE PROVISIONS OF THE PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG) LATEST EDITION.
3. RAMP SLOPES SHALL NOT BE STEEPER THAN 8.33%. DIMENSIONS AND OR ARRANGEMENTS SHOWN SHALL BE MODIFIED AS NECESSARY TO MEET THIS REQUIREMENT.
4. LOCATION OF RAMPS MAY BE ADJUSTED TO FIT FIELD CONDITIONS AS DIRECTED BY THE ENGINEER.
5. ALL CROSS SLOPES SHALL NOT EXCEED 2%.

	city of PUEBLO colorado	**CURB RAMP DETAILS - CROSS SECTION**	SD12
09/03/2024		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: BQ
10/17/2022			APPROVED BY: CR
REVISION			



SQUARE PAN AND CROSS PAN

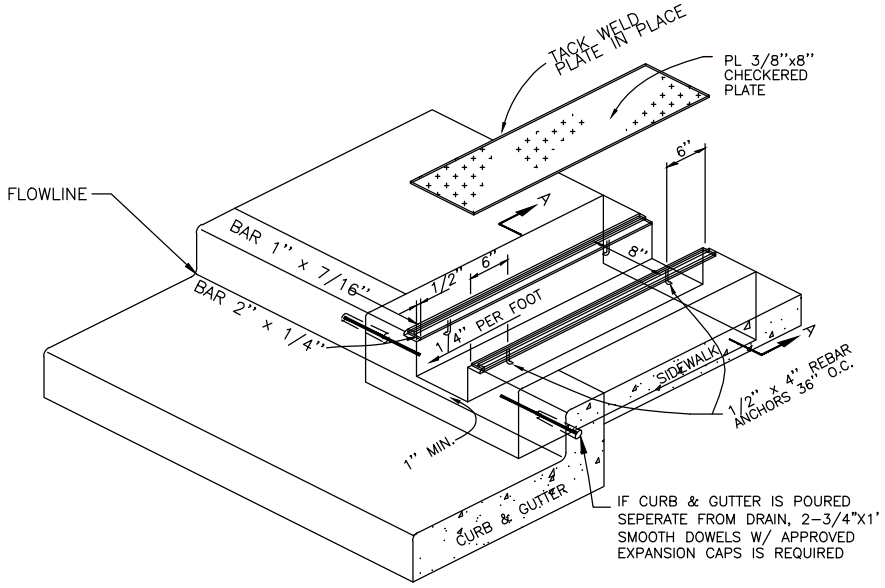
SCALE: 1"=2'-0"



DOWEL DETAIL

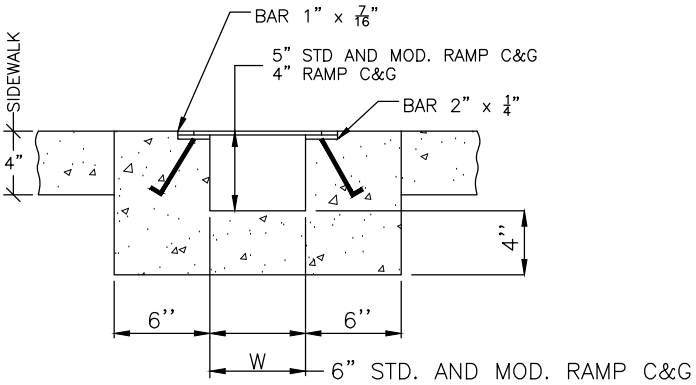
SCALE: 1"=2'-0"

	city of PUEBLO colorado	**EXPANSION JOINT & DOWEL DETAILS**	SD13
11/05/2025		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: BQ APPROVED BY: CR
09/03/2024			
10/17/2022			
REVISION			



SIDEWALK DRAIN

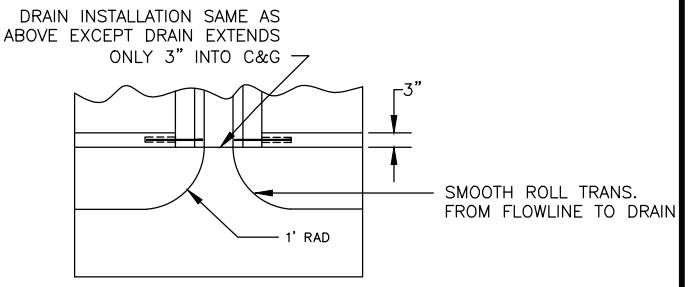
NO SCALE



FOR "W" > 8", MUST BE APPROVED BY CITY ENGINEER

SECTION A-A

NO SCALE



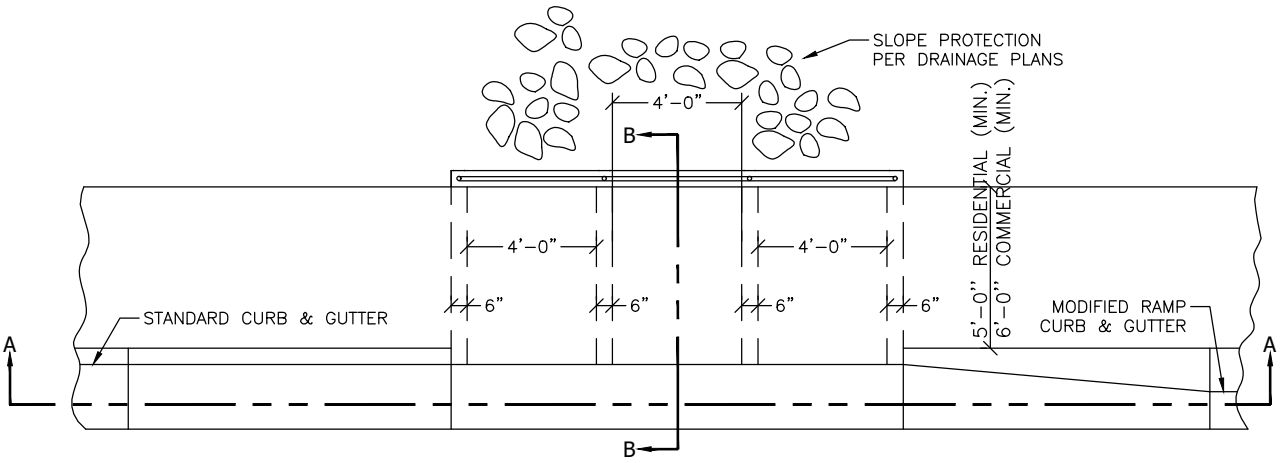
MODIFIED RAMP TRANSITION

NO SCALE

NOTES:

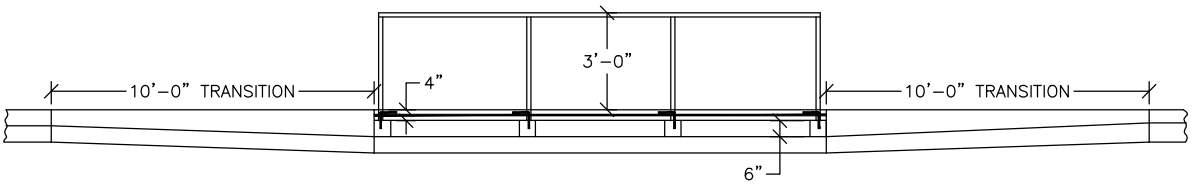
1. ALL STEEL SHALL RECEIVE ONE COAT RED OXIDE METAL PRIMER AND ONE FIELD COAT BLACK ENAMEL.
2. FOR INSTALLATION OF A SIDEWALK DRAIN WHERE THERE IS EXISTING CURB AND GUTTER A FIVE (5') FOOT MINIMUM SECTION OF CURB AND GUTTER MUST BE REMOVED. REMOVAL OF JUST THE CURB HEAD FOR INSTALLATION OF SIDEWALK DRAIN WILL NOT BE ALLOWED

	city of PUEBLO colorado	**SIDEWALK DRAIN DETAIL**	SD14
09/03/2024		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: BQ APPROVED BY: CR
10/17/2022			
REVISION			



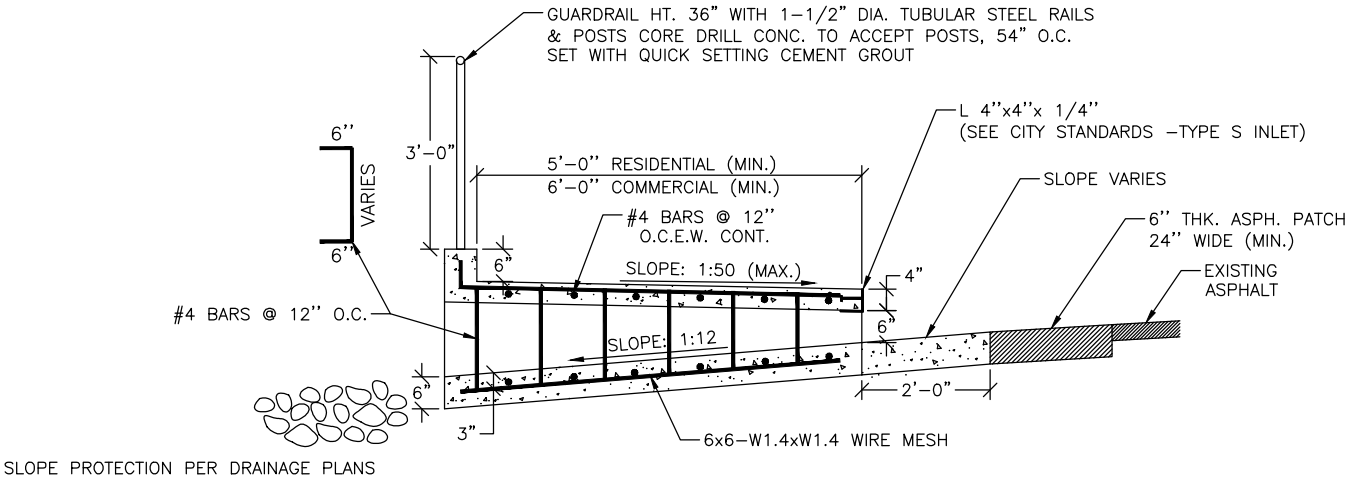
CURB DRAINAGE DETAIL

SCALE: 1"=6'-0"



SECTION A-A

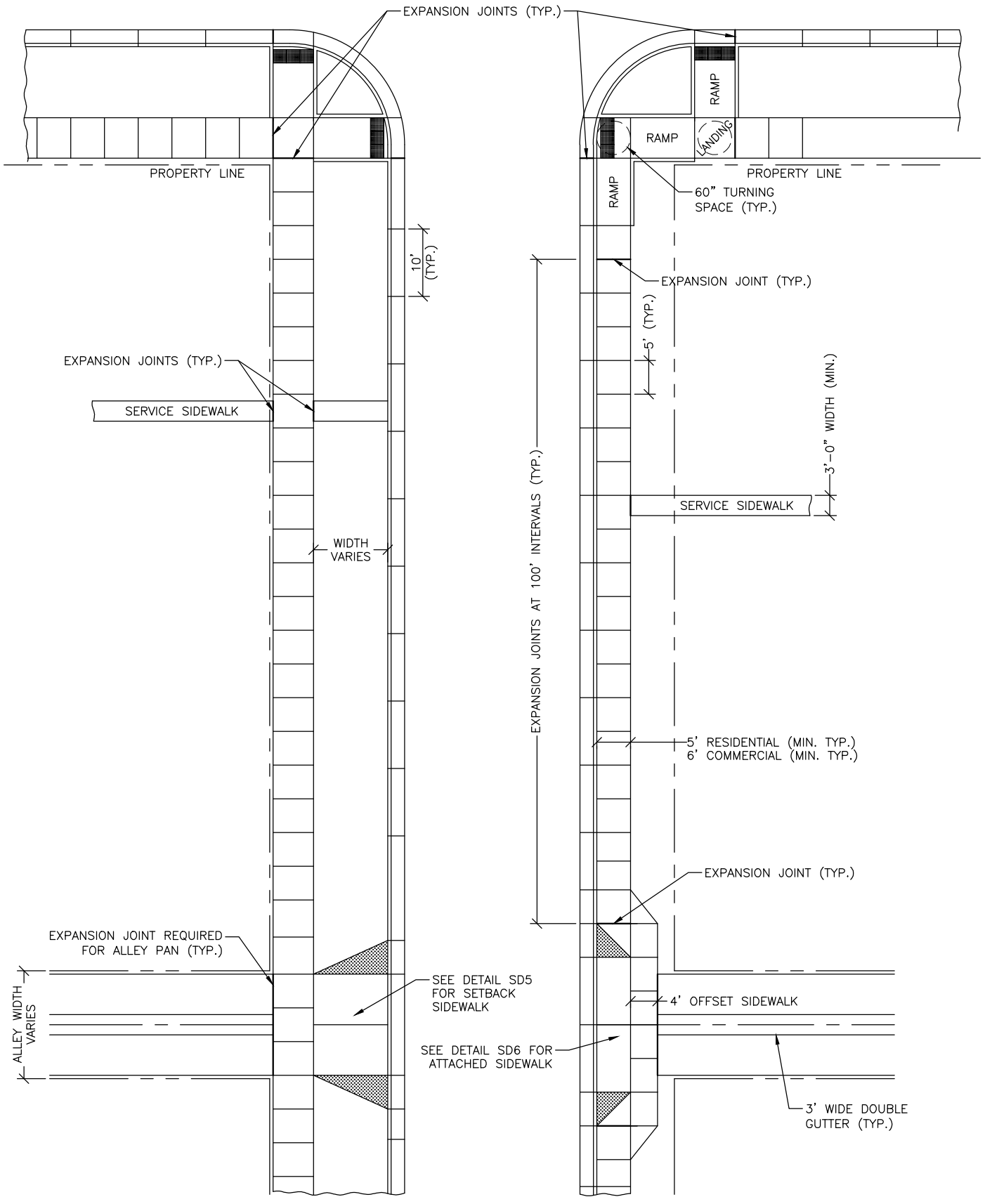
SCALE: 1"=6'-0"



SECTION B-B

SCALE: 1"=3'-0"

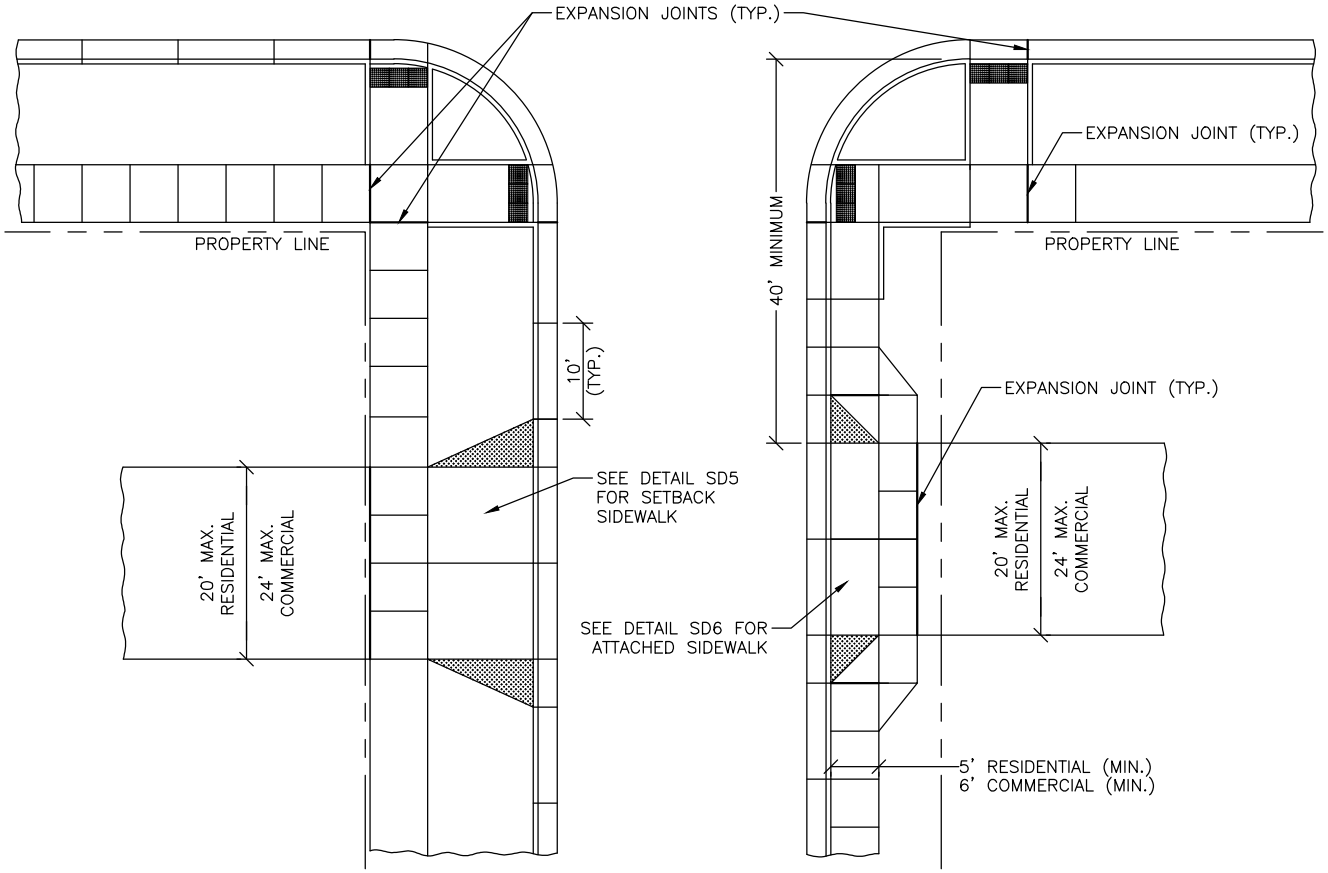
09/03/2024 01/01/2021 REVISION	city of PUEBLO colorado	**SIDEWALK CULVERT DETAIL** PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SD15 DRAWN BY: JM CHECKED BY: CR APPROVED BY: CR



JOINT PLACEMENT AND WIDTH STANDARDS

SCALE: 1''=20'-0''

09/03/2024 01/01/2021 REVISION	city of PUEBLO colorado	**JOINT PLACEMENT & WIDTH STANDARDS FOR SIDEWALK, C&G AND ALLEYS** PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SD16 DRAWN BY: JM CHECKED BY: BQ APPROVED BY: CR

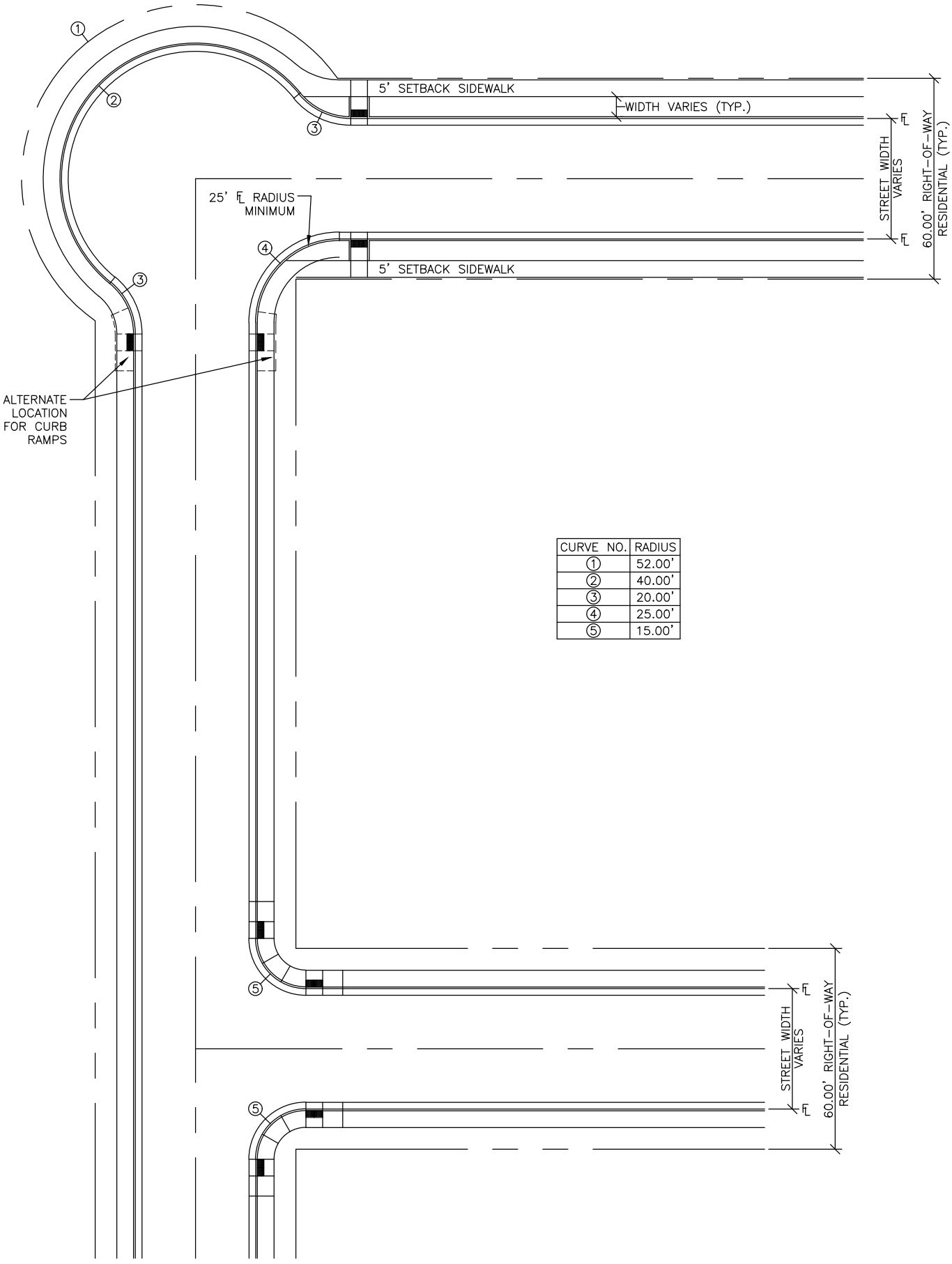


GENERAL REQUIREMENTS FOR DRIVEWAYS

SCALE: 1''=20'–0''

NOTES:
1. PORTION OF ANY SIDEWALK AT DRIVEWAY CROSSINGS OR FUTURE DRIVEWAY CROSSINGS MUST HAVE A MINIMUM CONCRETE THICKNESS OF 6". THIS APPLIES TO ALL NEW CONSTRUCTION AND REPLACEMENT OF ANY SIDEWALK.
2. DRIVEWAY WIDTHS GREATER MAXIMUM WIDTHS SHOWN ABOVE REQUIRE APPROVAL FROM THE TRAFFIC ENGINEER.

09/03/2024 01/01/2021 REVISION	city of PUEBLO colorado	**GENERAL REQUIREMENTS FOR DRIVEWAYS** PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SD17 DRAWN BY: JM CHECKED BY: BQ APPROVED BY: CR



CURVE NO.	RADIUS
①	52.00'
②	40.00'
③	20.00'
④	25.00'
⑤	15.00'

09/03/2024	
10/17/2022	
REVISION	

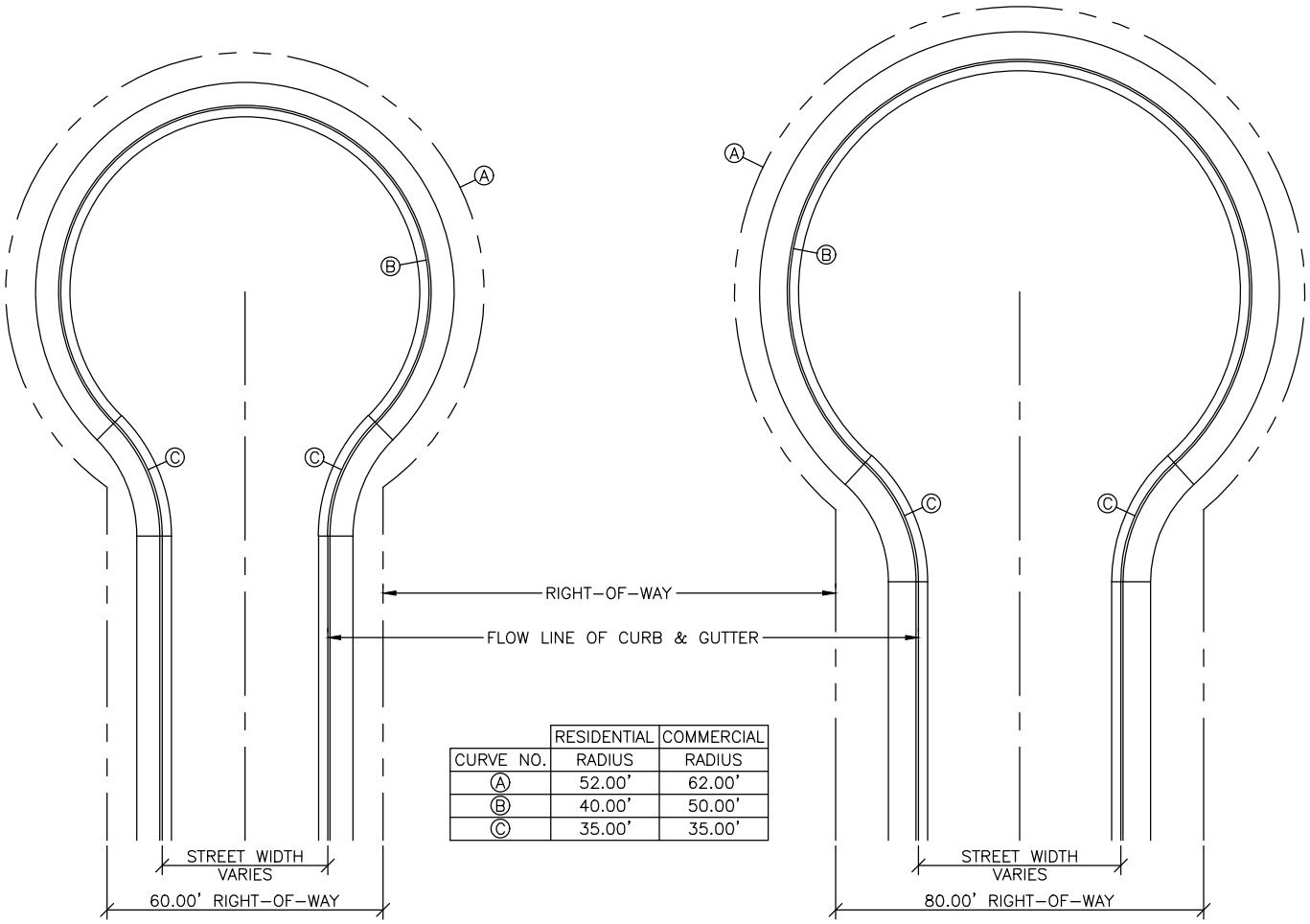
city of PUEBLO colorado

KNUCKLE AND "T" INTERSECTION DETAIL

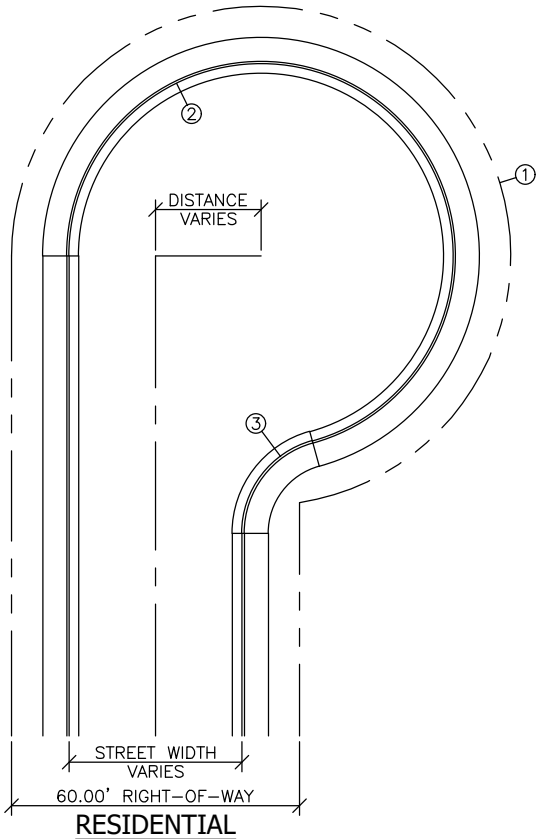
PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION
211 EAST "D" ST. PUEBLO, CO 81003
(719) 553-2295 PHONE

SD18

DRAWN BY: JM
CHECKED BY: BQ
APPROVED BY: CR



CURVE NO.	RESIDENTIAL RADIUS	COMMERCIAL RADIUS
Ⓐ	52.00'	62.00'
Ⓑ	40.00'	50.00'
Ⓒ	35.00'	35.00'



CURVE NO.	RESIDENTIAL RADIUS
①	52.00'
②	40.00'
③	20.00'

09/03/2024		
10/17/2022		
REVISION		

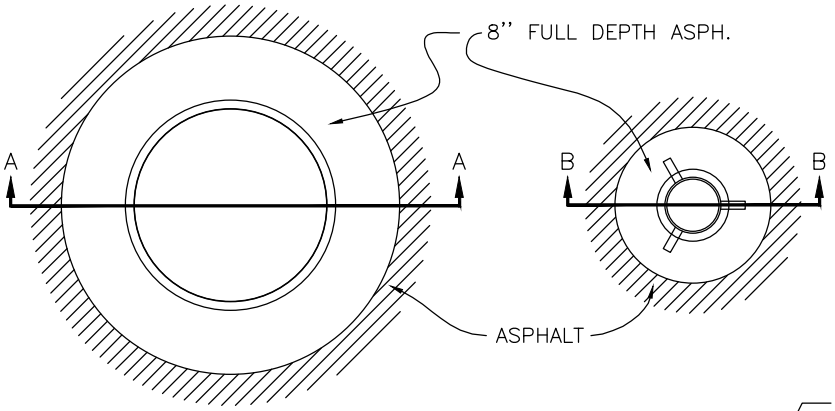
city of PUEBLO colorado

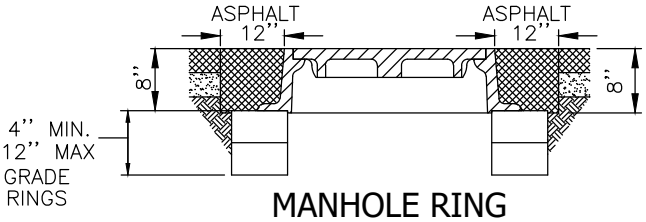
CUL-DE-SAC DETAIL

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

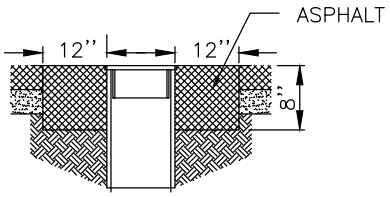
SD19

DRAWN BY: JM
CHECKED BY: BQ
APPROVED BY: CR

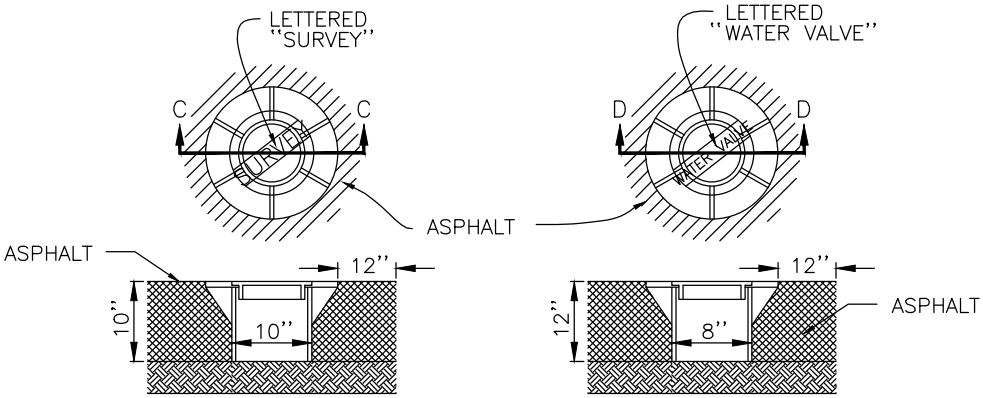




MANHOLE RING
SECTION A-A
NOT TO SCALE



GAS VALVE BOX
SECTION B-B
NOT TO SCALE



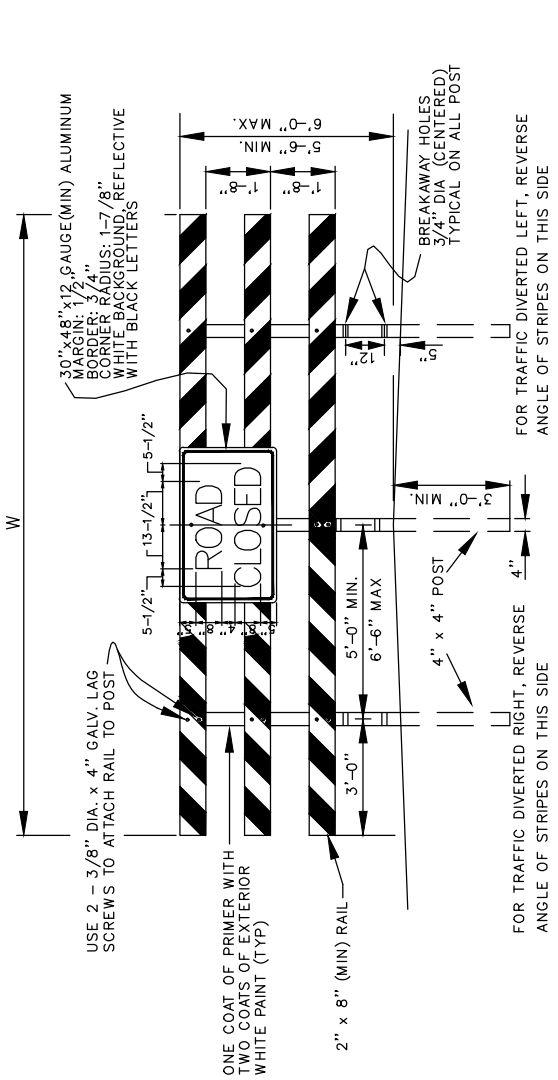
MONUMENT BOX
SECTION C-C
NOT TO SCALE

WATER VALVE BOX
SECTION D-D
NOT TO SCALE

ADJUSTMENT DETAILS

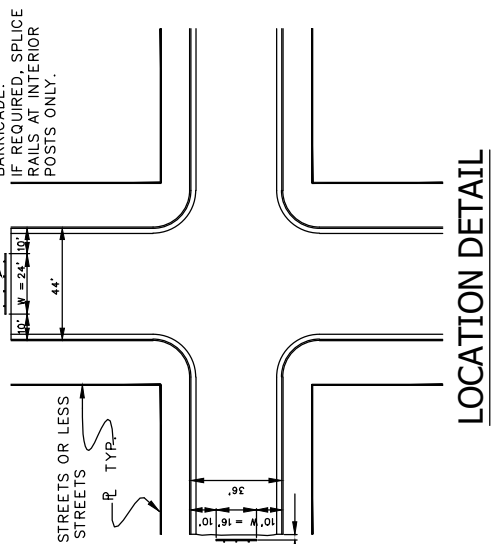
NOTES:
1. ALL RINGS TO BE SET 1/4" BELOW FINISH GRADE.

	city of PUEBLO colorado	**ADJUSTMENT DETAILS**	SD20
09/03/2024		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM
10/17/2022			CHECKED BY: BQ
REVISION			APPROVED BY: CR



CONSTRUCTION DETAIL

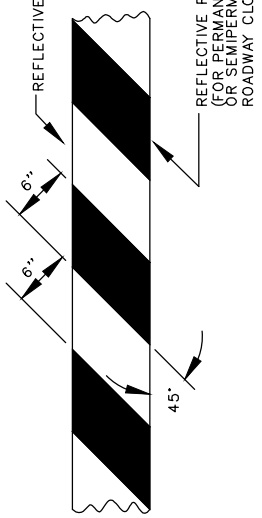
NO SCALE



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

LOCATION DETAIL

NO SCALE



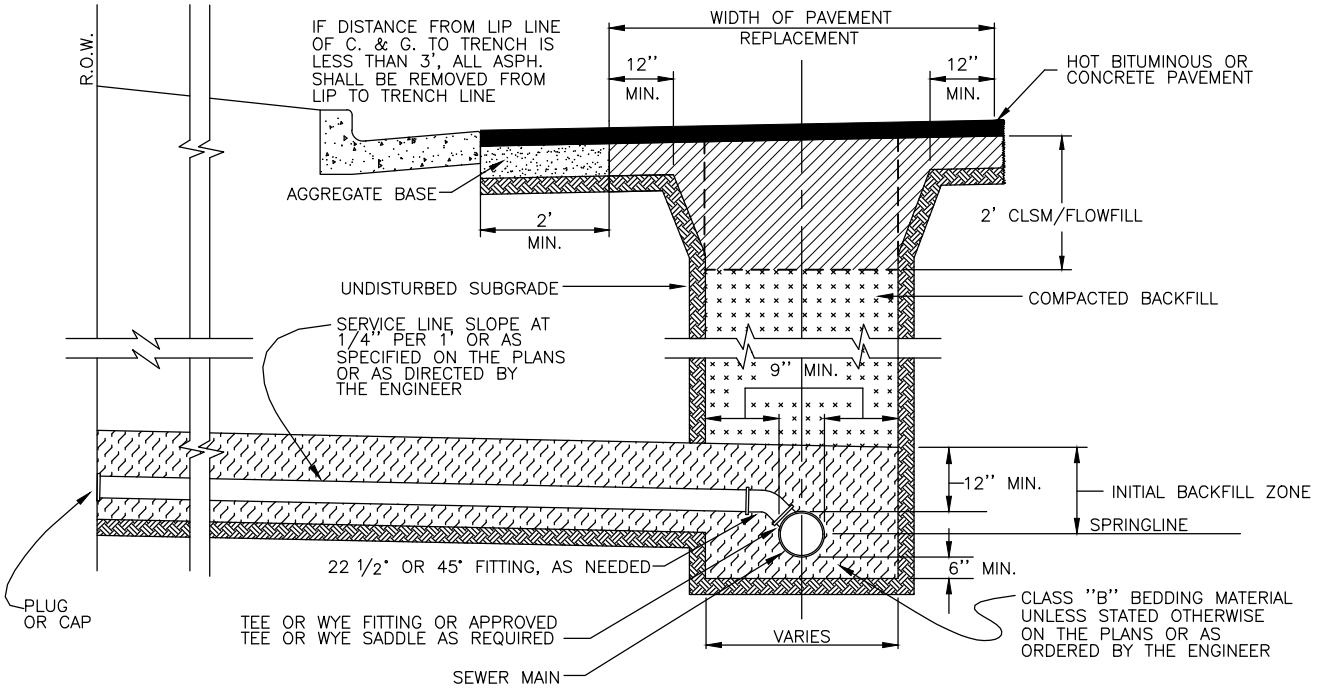
RAIL STRIPING DETAIL

NO SCALE

GENERAL NOTES

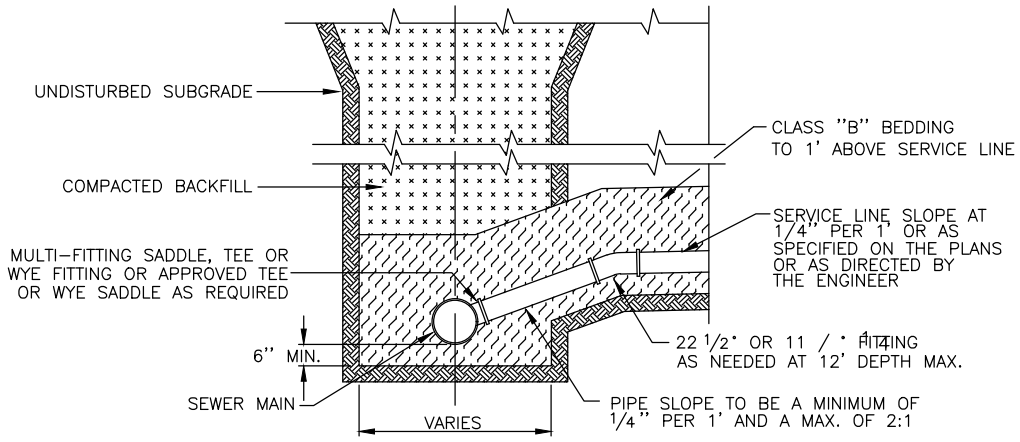
1. FIELD LOCATION TO BE DETERMINED BY TRAFFIC ENGINEER.
2. ALL REFLECTIVE SURFACES SHALL BE SMOOTH SURFACE TYPE REFLECTIVE SHEETING OR APPROVED EQUAL.
3. ALL TIMBER SHALL BE GRADE NO. 2 OR BETTER, (DOUGLAS FIR, LARCH OR HEM-FIR.)
4. ALL POSTS SHALL BE PRESERVATIVE TREATED IN ACCORDANCE WITH AWPB-FDN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

	city of PUEBLO colorado	**STANDARD TYPE III BARRICADE**	SD21
09/03/2024		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: BQ APPROVED BY: CR
10/17/2022			
REVISION			



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"

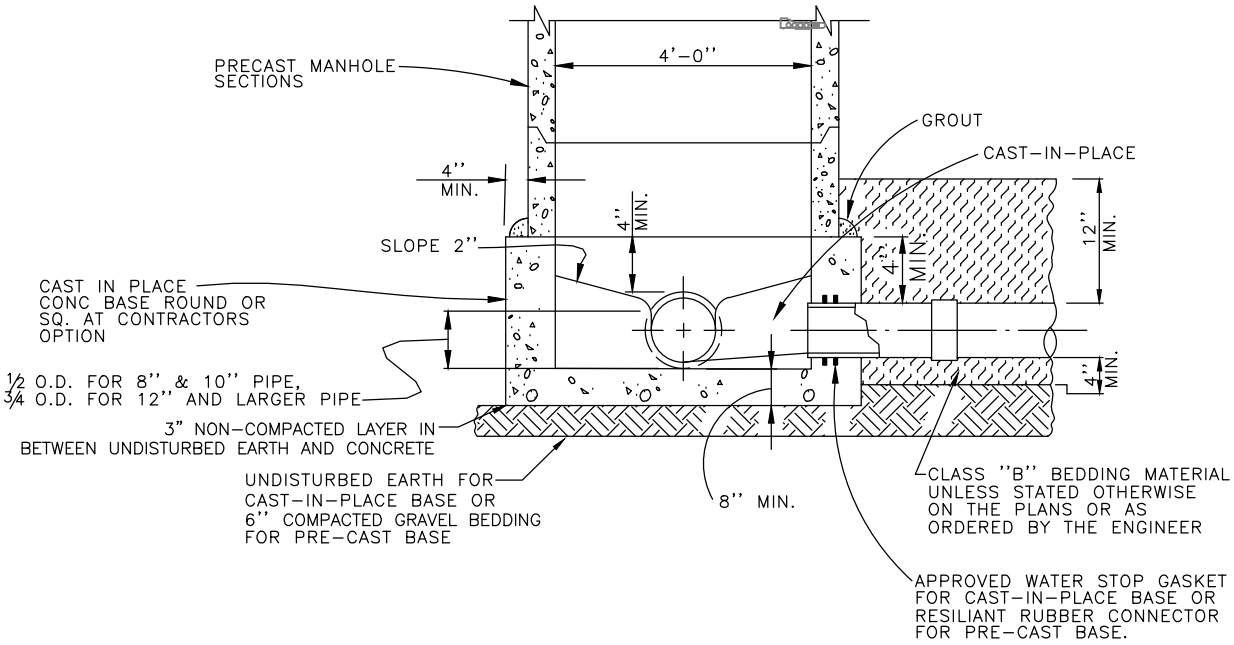
NOTES:

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.

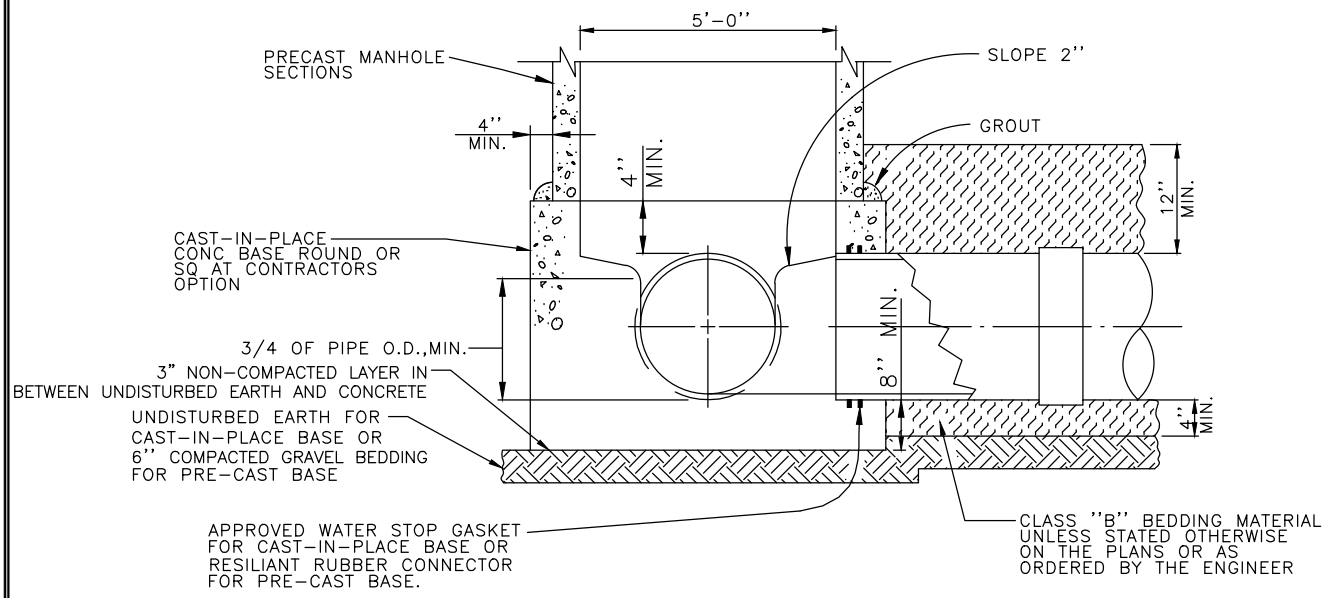
3. THE ENDS OF ALL SERVICE LINES SHALL BE MARKED FOR LOCATION WITH A 2"x4" BOARD OR OTHER SUITABLE MARKER EXTENDING 2 FEET ABOVE AND 3 FEET BELOW GRADE IN ADDITION TO A 3 INCH WIDE GREEN PLASTIC TAPE TIED TO THE END OF THE SERVICE LINE AND EXTENDING 6 INCHES ABOVE THE GROUND SURFACE.

	city of PUEBLO colorado	**SANITARY SEWER TRENCH DETAIL**	SD22
09/03/2024		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM
2/13/2023			CHECKED BY: SM
10/17/2022			APPROVED BY: SM
REVISION			



STANDARD 48" BASE SECTION 8" THRU 15" PIPE

NO SCALE



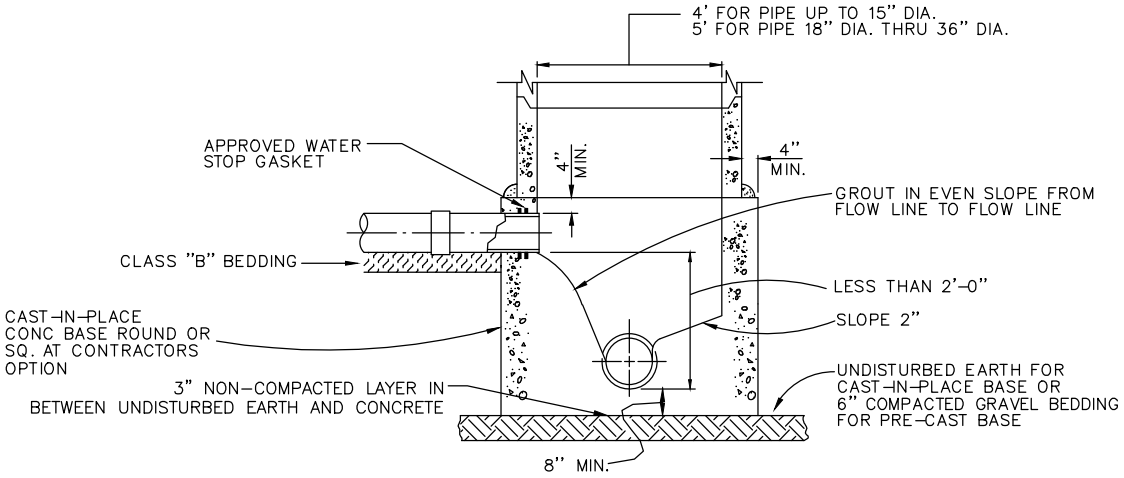
STANDARD 60" BASE SECTION 18" THRU 36" PIPE

NO SCALE

MANHOLE NOTES

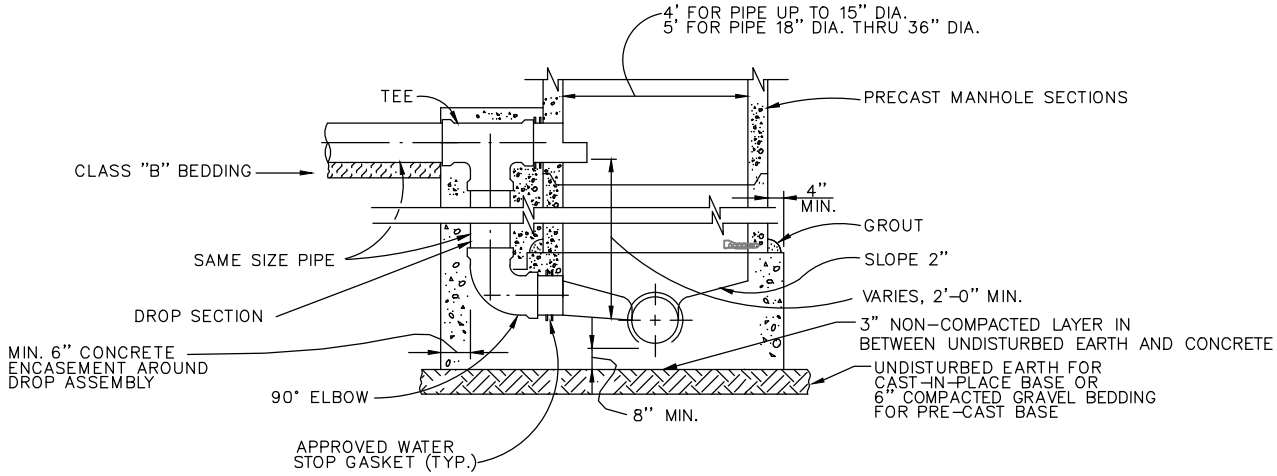
1. USE 24" STANDARD MANHOLE FRAME AND COVER UNLESS OTHERWISE NOTED ON PLANS.
2. IF PRE–CAST MANHOLE BASES ARE USED, THE CONCRETE BENCH/CHANNEL SHALL BE CAST–IN–PLACE, AFTER SEWER PIPE IS SET TO GRADE
3. THE CONCRETE CHANNEL IN ALL MANHOLE BASES SHALL BE CAST WITH A MINIMUM 18'' CENTERLINE RADIUS SWEEP.
4. FOR 72" STANDARD BASE SECTION 42" THRU 48" SEE SD15.
5. MANHOLES FOR PIPES GREATER THAN 48" SHALL BE DESIGNED BY ENGINEER.

	city of PUEBLO colorado	**SANITARY SEWER MANHOLE DETAILS**	SD23
2/13/2023		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: SM APPROVED BY: SM
10/17/2022			
REVISION			



MANHOLE BASE SECTION FOR PIPE DROP LESS THAN 2'-0"

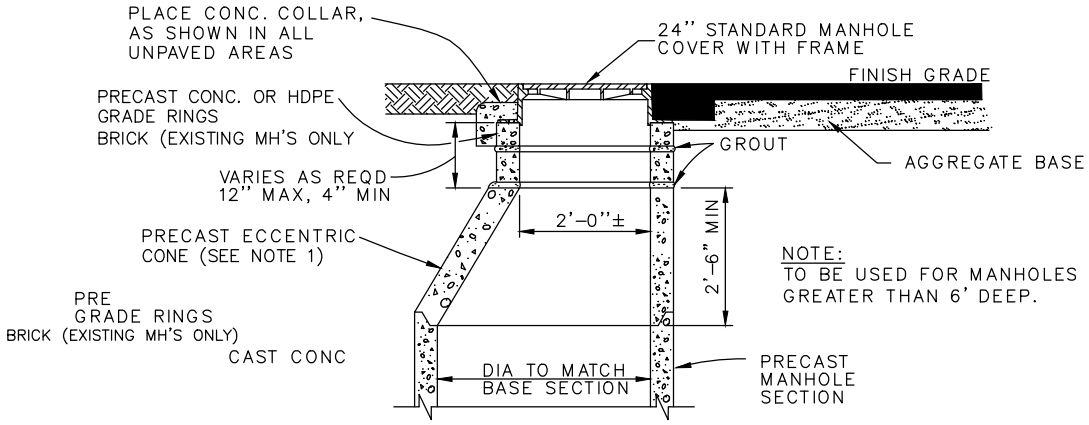
NOT TO SCALE



MANHOLE BASE SECTION WITH DROP ASSEMBLY

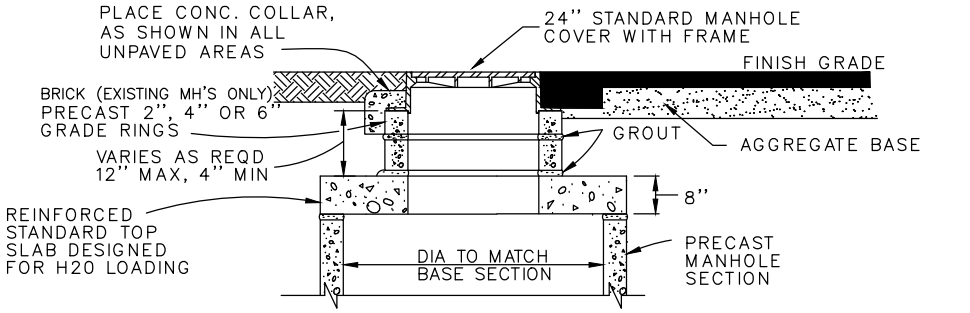
NOT TO SCALE

	city of PUEBLO colorado	**SANITARY SEWER MANHOLE DETAILS**	SD24
2/13/2023		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: SM APPROVED BY: SM
10/17/2022			
REVISION			



MANHOLE TOP SECTION WITH RING EXTENSION

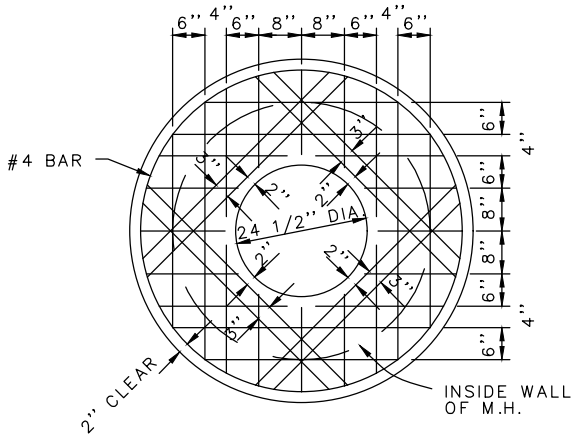
SCALE: 1"-3'-0"



FLAT TOP MANHOLE

SCALE: 1"-3'-0"

NOTE 1. "SITUATE ECCENTRIC CONE SECTION WHERE SLOPE OF THE CONE SECTION IS POINTING TOWARD THE DOWNSTREAM DIRECTION"

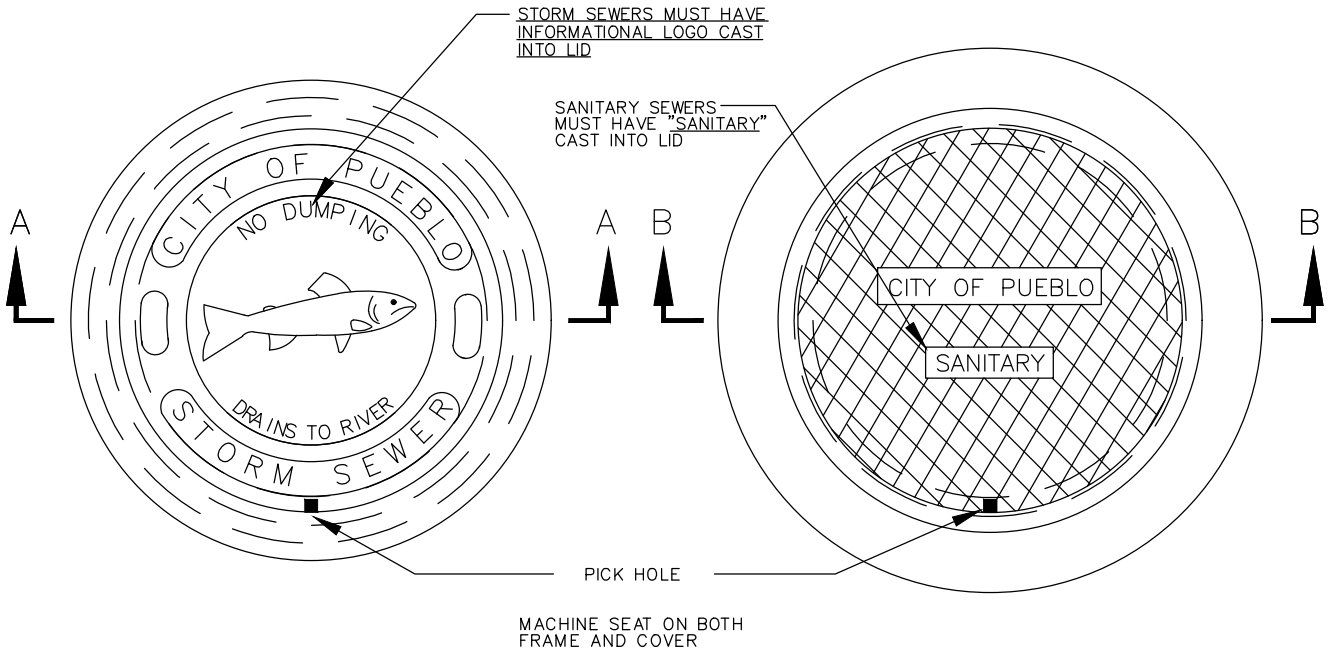


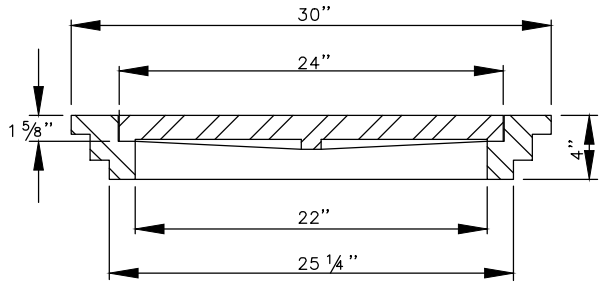
1. DESIGNED FOR H20 LOADING
2. BARS TO BE TIED, NOT WELDED.
3. SLAB TO BE 8" THICK.
4. STEEL TO BE PLACED TOP & BOTTOM WITH 2" CLEAR BTWN. BARS & CONC. SURFACE.
5. ALL BARS TO BE #4.

TOP CONCRETE SLAB FOR FLAT TOP MANHOLE

NOT TO SCALE

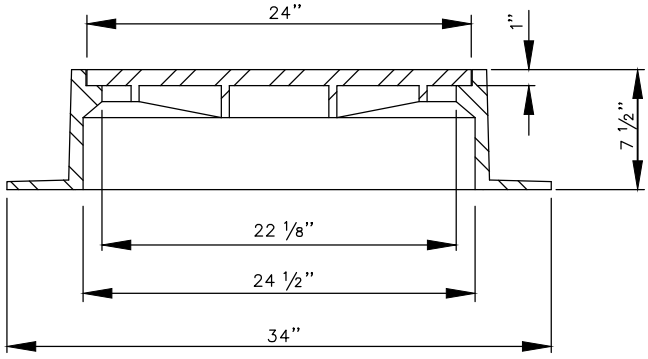
2/13/2023 10/17/2022 REVISION	city of PUEBLO colorado	**SANITARY SEWER MANHOLE DETAILS** PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SD25 DRAWN BY: JM CHECKED BY: SM APPROVED BY: SM





SECTION A-A
STANDARD MANHOLE RING AND COVER
INLET NEENAH R-6041, DEETER 1157,
EAST JORDAN IRONWORKS 2855
OR APPROVED EQUAL

SCALE 1"=1'-0"



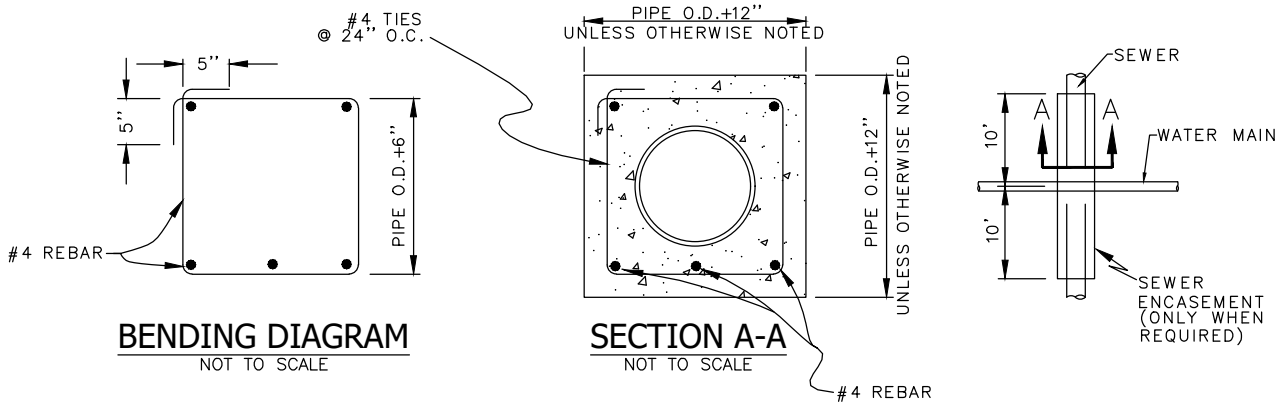
SECTION B-B
STANDARD MANHOLE RING AND COVER
INLET NEENAH R-1706, DEETER 1258,
EAST JORDAN IRONWORKS 2430
OR APPROVED EQUAL

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.

10/17/2022 REVISION	city of PUEBLO colorado	**MANHOLE AND INLET RING & COVER DETAILS**	SD26
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: BQ APPROVED BY: CR



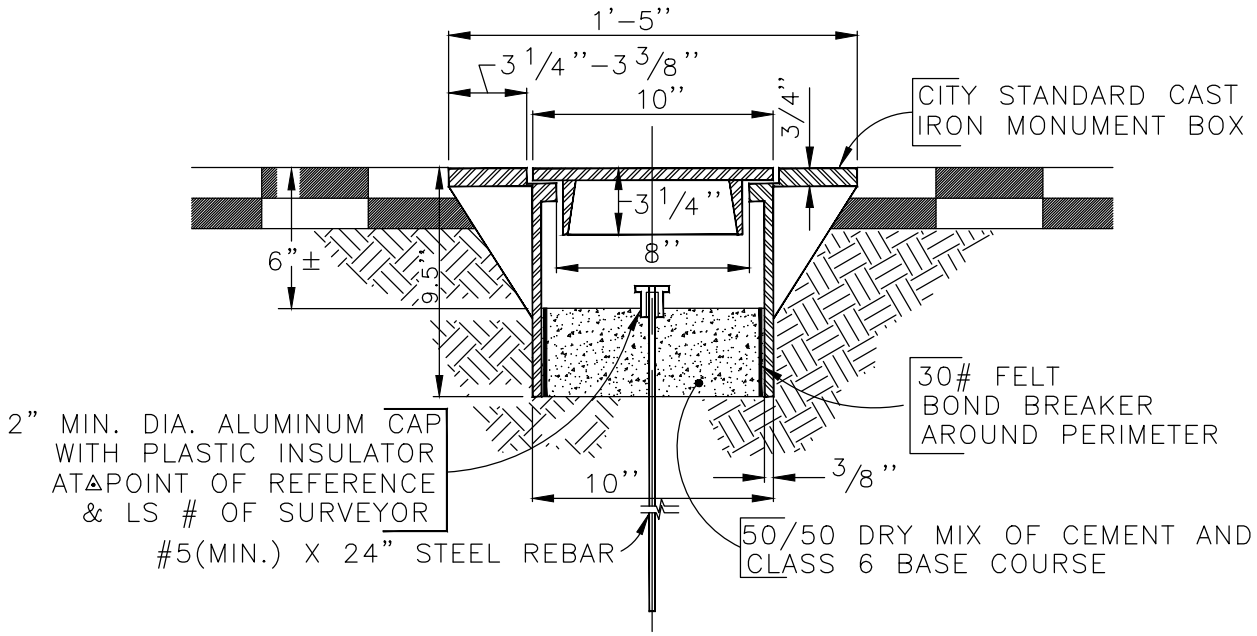
BENDING DIAGRAM
NOT TO SCALE

SECTION A-A
NOT TO SCALE

SEWER ENCASEMENT DETAILS

NOT TO SCALE

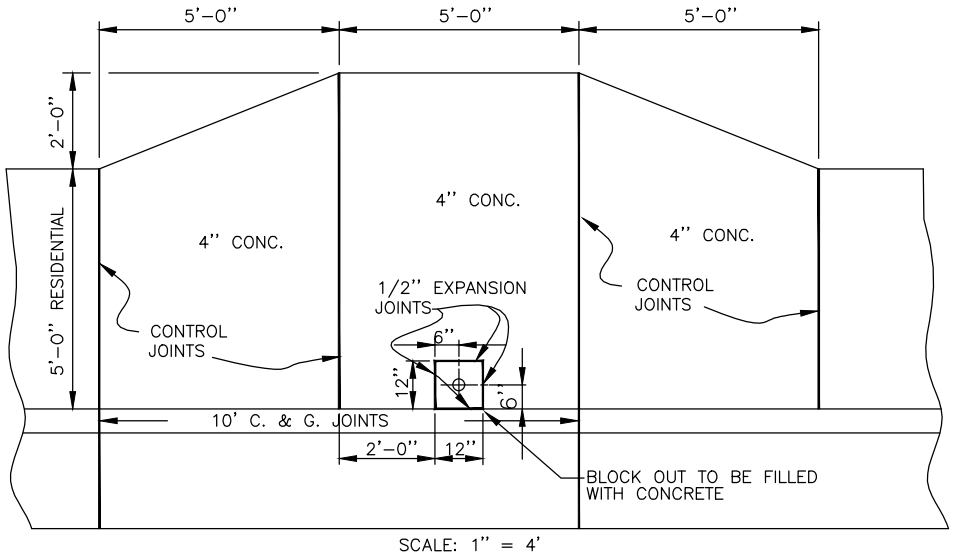
	city of PUEBLO colorado	**SANITARY SEWER ENCASEMENT DETAILS**	SD27
09/03/2024		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: SM APPROVED BY: SM
2/13/2023			
10/17/2022			
REVISION			



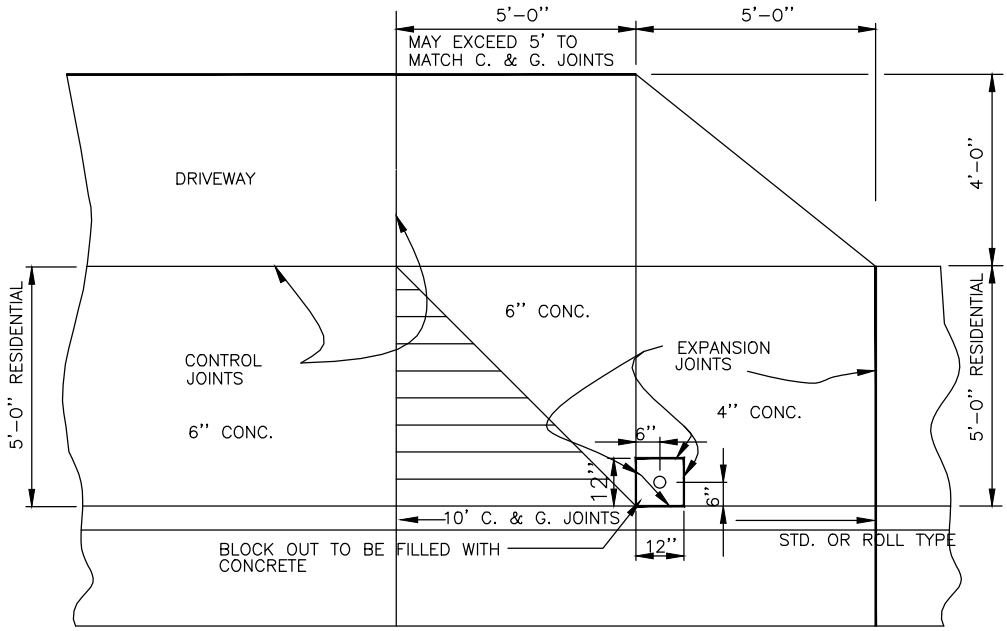
RIGHT-OF-WAY MONUMENTATION STANDARD

NOT TO SCALE

10/17/2022 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	SD28 DRAWN BY: JM CHECKED BY: BQ APPROVED BY: CR



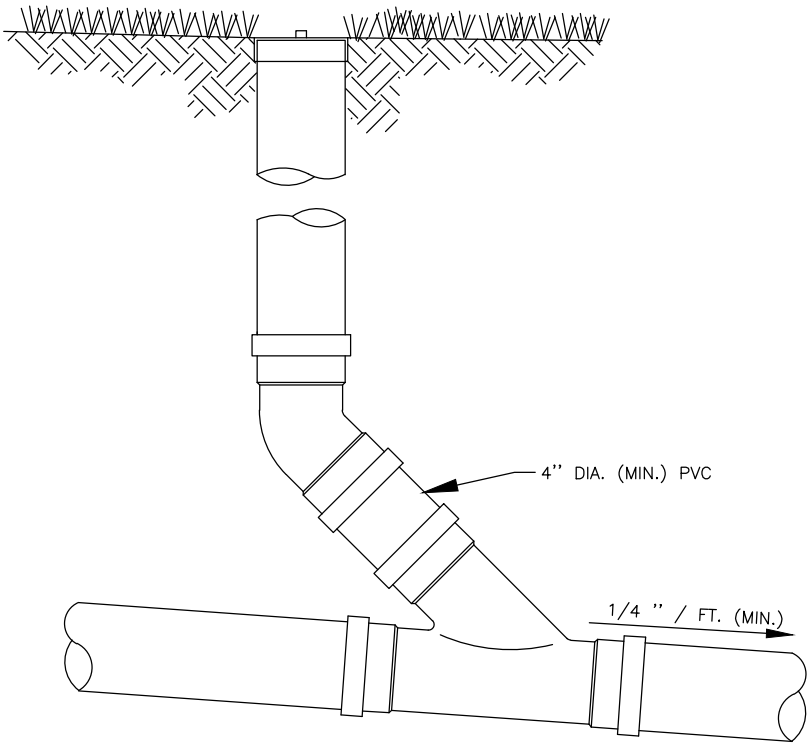
SCALE: 1" = 4'



SCALE: 1" = 4'

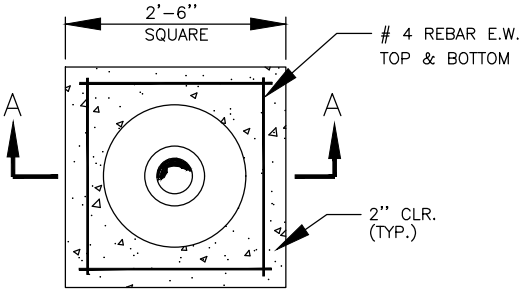
NOTE:
FOR MAIL BOXES LARGER THAN DIMENSIONS SHOWN, DETAIL SHALL BE MODIFIED TO PROVIDE A MINIMUM 3'–6" CLEARANCE TO EDGE OF WALK

10/17/2022 REVISION	city of PUEBLO colorado	**CURB SIDE MAIL BOXES** PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SD29 DRAWN BY: JM CHECKED BY: BQ APPROVED BY: CR



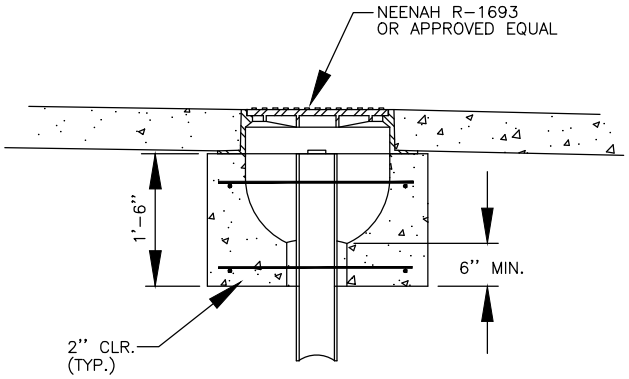
TYPICAL CLEANOUT DETAIL

NOT TO SCALE



COVER DETAIL

NOT TO SCALE



SECTION A-A

NOT TO SCALE

NOTE:

WHEN CLEANOUT IS IN STREET, PARKING OR ANY DRIVEWAY, CONSTRUCT COVER AS SHOWN

10/17/2022 REVISION	city of PUEBLO colorado	**SANITARY SEWER MAIN CLEANOUT**	SD30
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: BQ APPROVED BY: CR

Materials

General

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.
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.

Tracer Wire

- **Open Trench** - Tracer wire shall be #12 AWG copper clad steel, high strength with minimum 450 lb. break load, with minimum 30 mil HDPE insulation thickness.
- **Directional Drilling/Boring** - Tracer wire shall be #12 AWG copper clad steel, extra high strength with minimum 1,150 lb. break load, with minimum 30 mil HDPE insulation thickness.
- **Tracer wire - Pipe Bursting/Slip Lining** - Tracer wire shall be 7 x 7 stranded copper clad steel, extreme strength with 4,700 lb. break load, with minimum 50 ml HDPE insulation thickness.

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 (SnakeBite™ or approved equal). At crosses, the four wires shall be joined using a 4-way connector. Use of two 3-way connectors with a short jumper wire between them is an acceptable alternative.
- **Direct bury wire connectors** - Shall include SnakeBite™ 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.

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 2 ft. 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.
- **Service Laterals on public property** - Tracer wire must terminate with a coil of 6 feet of tracer wire for future extension to the building, located at the edge of the road right-of-way, and out of the roadway.
- **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 5 vertical feet above finished grade, or terminate at an approved grade level/in-ground tracer wire access box, located within 2 linear feet of the building being served by the utility.
- **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.

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 20ft 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 2 ft. of excess/slack wire is required after meeting final elevation.

Installation

General

- 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.
- 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.
- Tracer wire shall be installed at the top of the pipe and secured (taped/tied) at 5' intervals.
- Tracer wire must be properly grounded as specified.
- 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**)
- 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**)
- 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.
- 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.
- 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.

Storm & Sanitary Sewer Systems

- 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.
- The City of Pueblo Stormwater Department or Wastewater Department must be contacted to inspect tracer wire installation prior to backfilling any infrastructure that connects to the City's storm sewer or sanitary sewer system.

Prohibited Products and Methods

The following products and methods shall not be allowed or acceptable:

- Uninsulated tracer wire
- Tracer wire insulations other than HDPE
- Tracer wires not domestically manufactured
- Non-locking, friction fit, twist on or taped connectors
- Brass or copper ground rods
- Wire connections utilizing taping or spray-on waterproofing
- Looped wire or continuous wire installations, that has multiple wires laid side-by-side or in close proximity to one another
- Tracer wire wrapped around the corresponding utility
- Brass fittings with tracer wire connection lugs
- Wire terminations within the roadway, i.e. in valve boxes, cleanouts, manholes, etc.
- Connecting tracer wire to any conductive utilities

Testing

- All new tracer wire installations shall be located using typical low frequency (512Hz) line tracing equipment, witnessed by the contractor, engineer and facility owner as applicable, 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.

Products

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.

- **Copper-Clad Steel (CCS) Tracer Wire**
  - **Open Trench** - Copperhead® #12 High Strength part # 1230G-HS or approved equal.
  - **Directional Drilling/Boring** - Copperhead® Extra High Strength part # 1245G-EHS or approved equal.
  - **Pipe Bursting/Slip Lining** - Copperhead® SoloShot Extreme Strength 7 x 7 Stranded part # GPBX- 50 or approved equal.

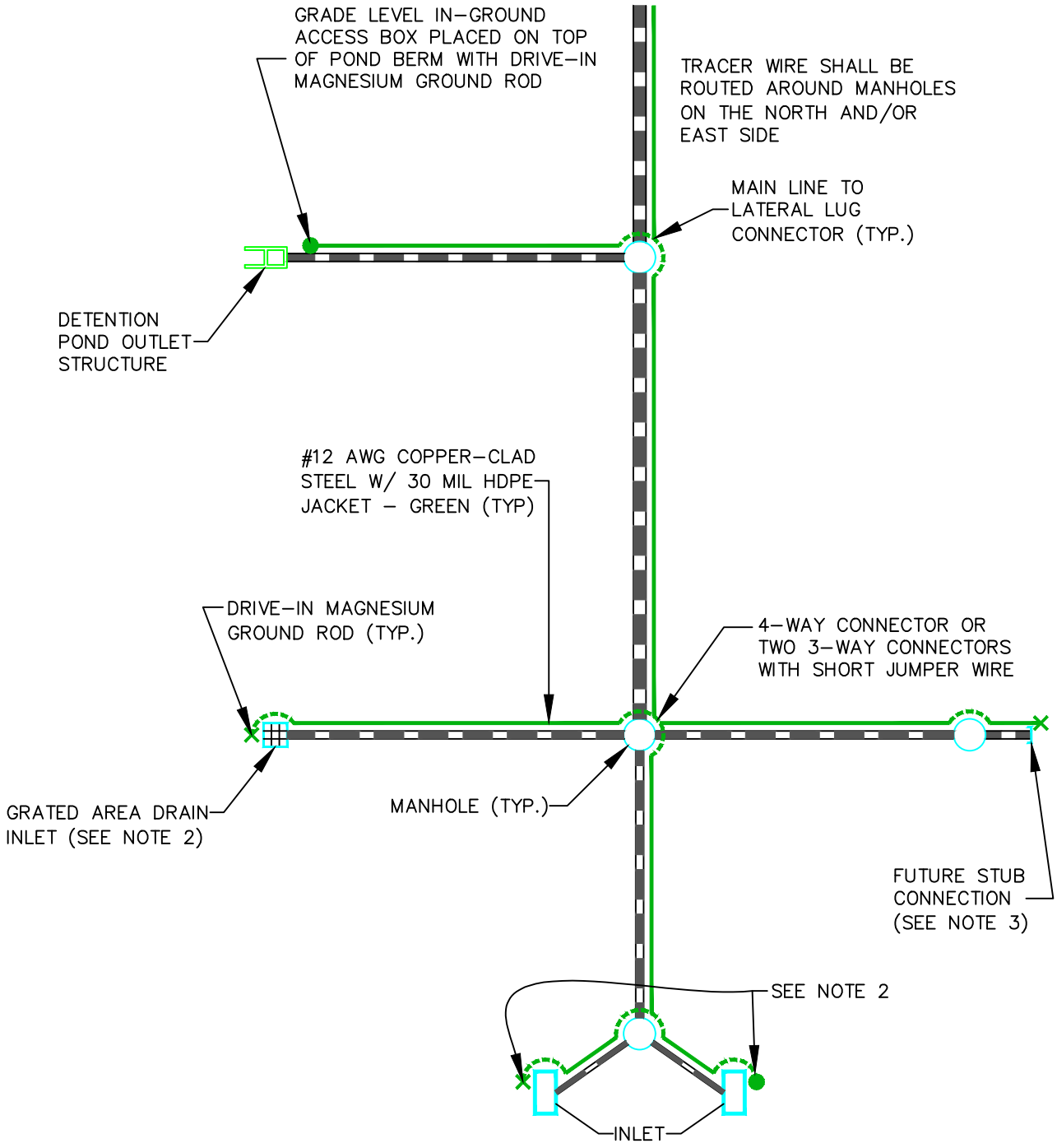
- **Connectors**
  - Copperhead® 3-way locking connector part # LSC1230C or approved equal.
  - DryConn 3-way Direct Bury Lug: Copperhead® Part # 3WB-01 or approved equal.

- **Termination/Access**
  - **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.
  - **Concrete / Driveway access box applications**: Tracer wire access boxes grade level Copperhead® Part # CD14G2T-SW or approved equal.

- **Grounding**
  - **Drive in Magnesium Ground Rod**: Copperhead® Part # ANO-12 (1.5 lb.) or approved equal.

Manufacturer Product Options:

Copperhead® products or approved equal.



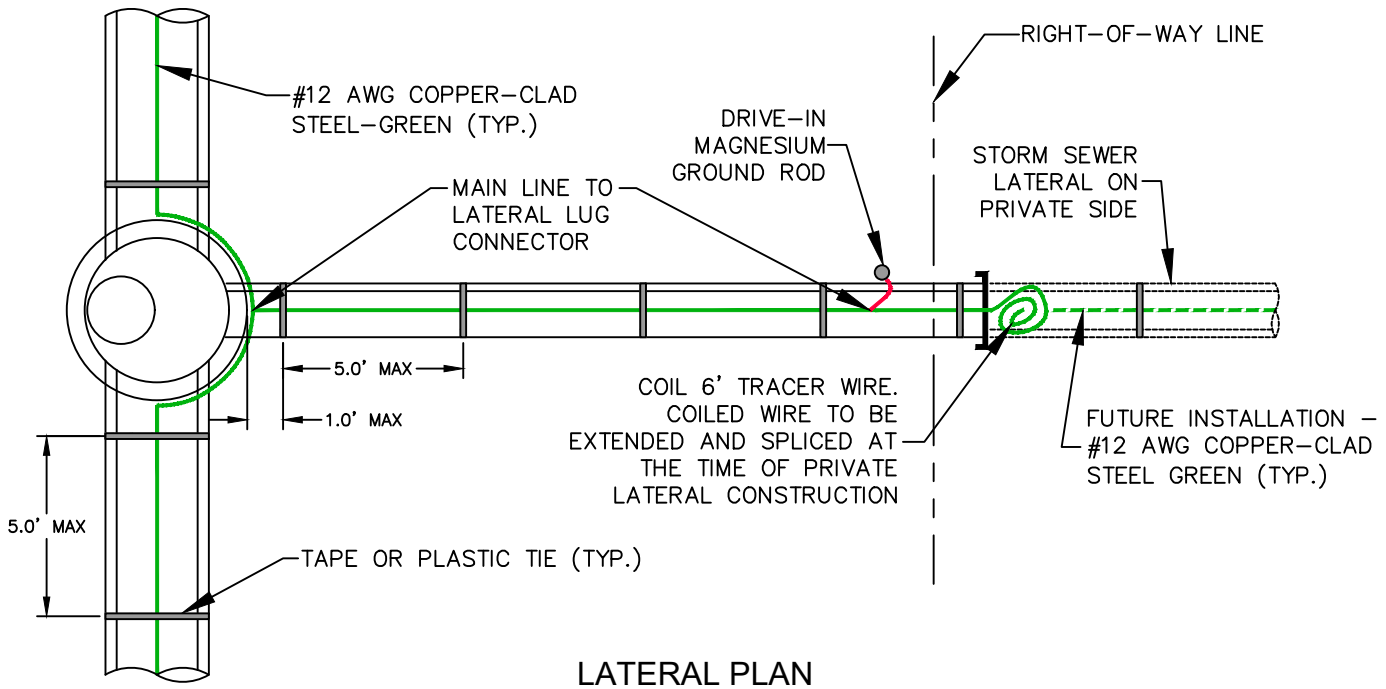
NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED ON THE TOP OF THE PIPE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.

2. TRACER WIRE FOR INLETS MAY TERMINATE INSIDE OF INLET BOX BELOW THE ACCESS (SEE DETAIL SHEET 6 OF 8) OR A GRADE LEVEL IN-GROUND ACCESS BOX MUST BE USED (OPTION REQUIRES CITY APPROVAL IN PAVED AREAS). DRIVE-IN MAGNESIUM GROUND ROD MUST BE USED FOR EITHER OPTION.

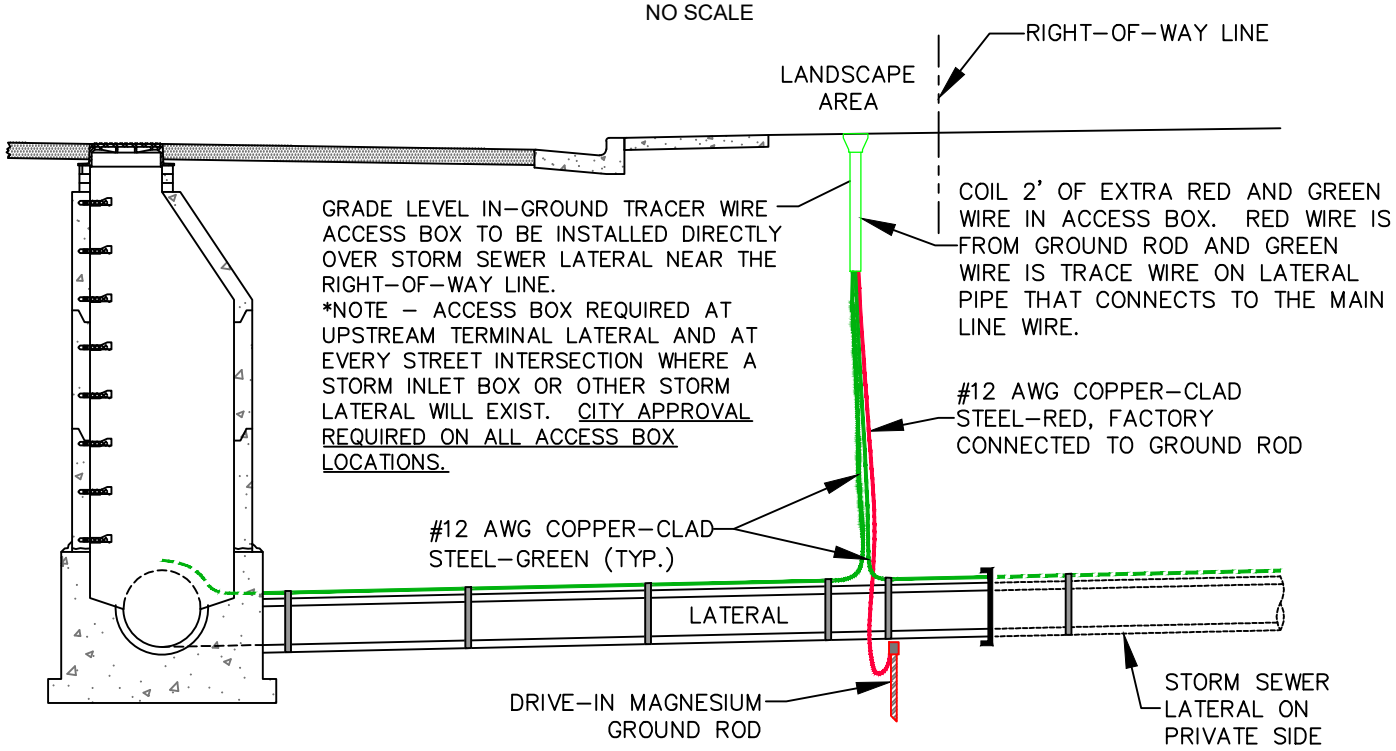
3. AT ALL FUTURE STUB CONNECTIONS, A MINIMUM OF 6 FEET OF TRACER WIRE SHALL BE EXTENDED BEYOND THE END OF THE PIPE, COILED AND SECURED FOR FUTURE CONNECTIONS. THE END OF THE TRACER WIRE SHALL BE SPLICED TO THE WIRE OF A DRIVE-IN MAGNESIUM GROUND ROD AND IS TO BE BURIED AT THE SAME ELEVATIONS AS THE SEWER MAIN.

REVISION	city of PUEBLO colorado	**TRACER WIRE SAMPLE PLAN STORM SEWER**	SD34
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JH CHECKED BY: SM APPROVED BY: JH



LATERAL PLAN

NO SCALE



LATERAL PROFILE

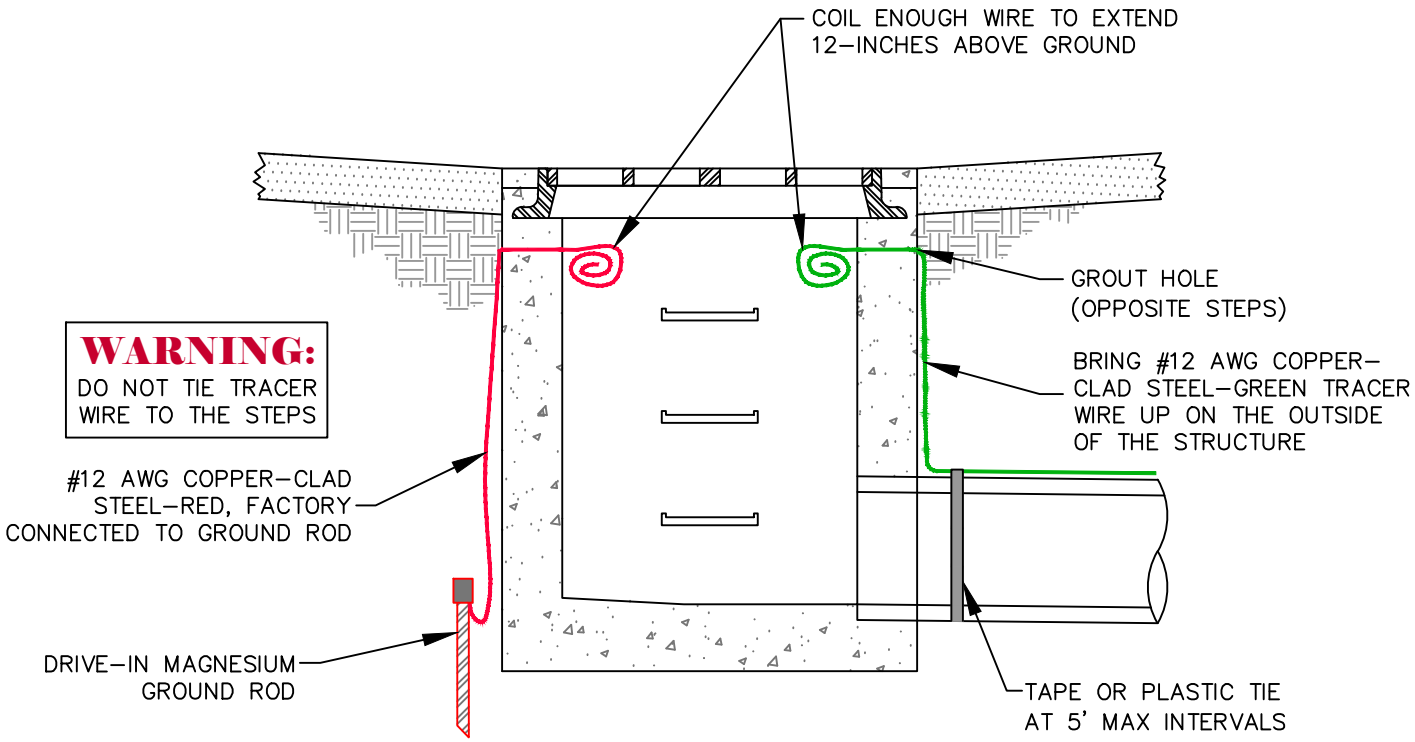
NO SCALE

NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED IMMEDIATELY ADJACENT TO THE SERVICE PIPE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.

2. TRACER WIRE NOT REQUIRED FOR REHABILITATION PROJECTS.

REVISION	city of PUEBLO colorado	**TRACER WIRE LATERAL DETAIL STORM SEWER**	SD35
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JH CHECKED BY: SM APPROVED BY: JH

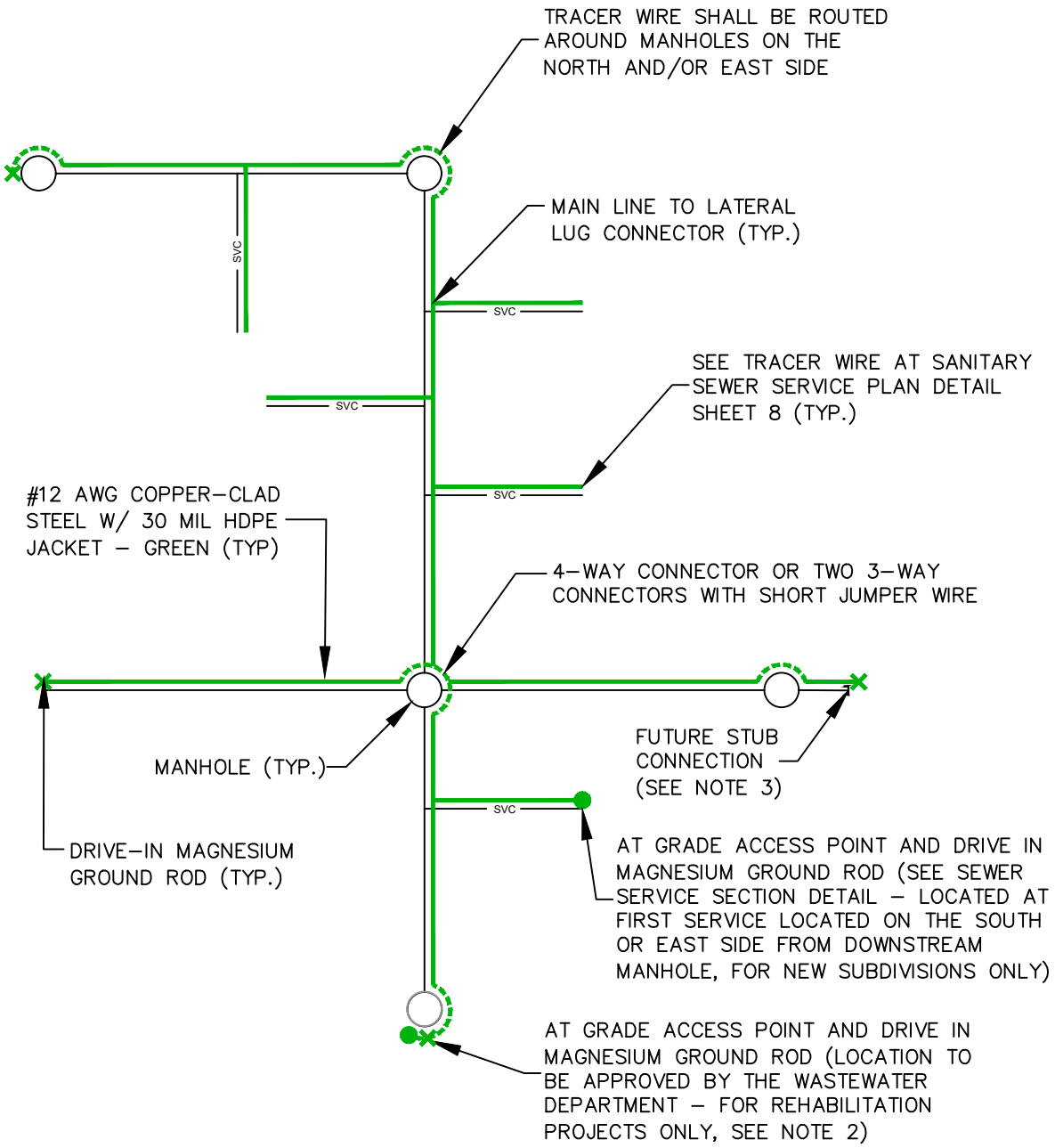


NOTE:
THIS OPTION IS RECOMMENDED FOR INLETS IN A PARKING LOT WHERE A LEVEL IN–GROUND TRACER WIRE ACCESS BOX HAS POTENTIAL TO BE COVERED BY ASPHALT OVERLAY. THIS OPTION REQUIRES CITY OF PUEBLO STORMWATER APPROVAL AND MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS.

INLET OR MANHOLE LOCATED IN A PAVED SURFACE

NO SCALE

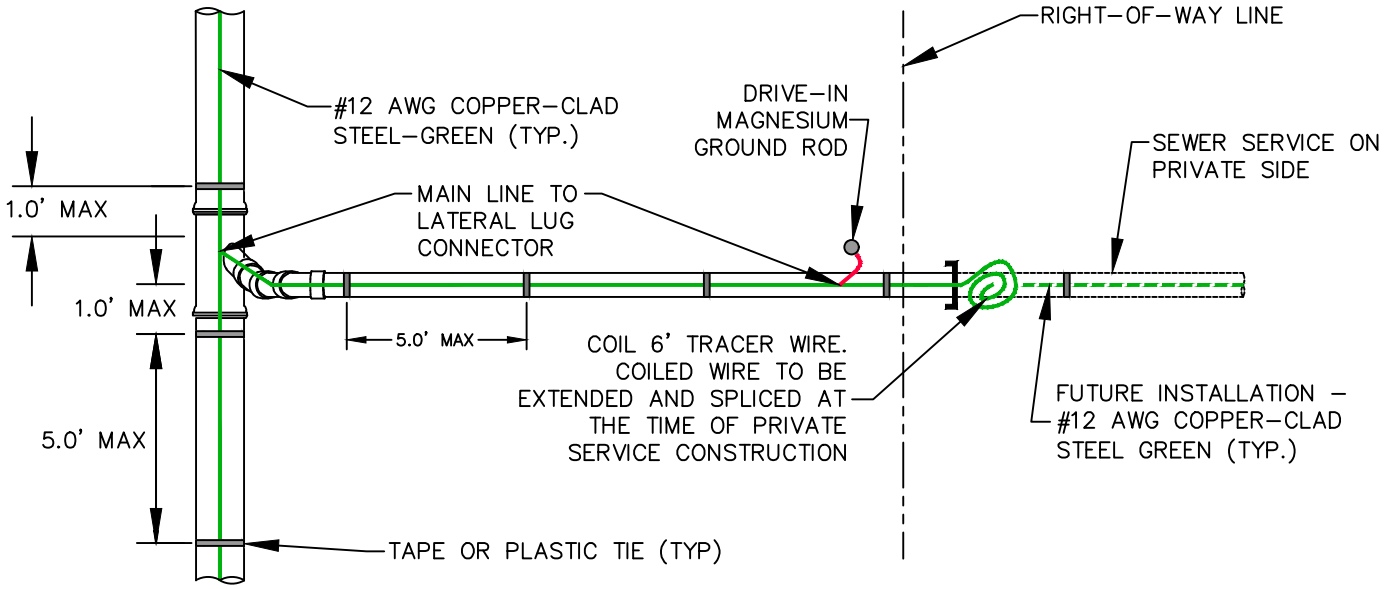
REVISION	city of PUEBLO colorado	**TRACER WIRE DETAILS STORM SEWER** PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SD36 DRAWN BY: JH CHECKED BY: SM APPROVED BY: JH



NOTES:

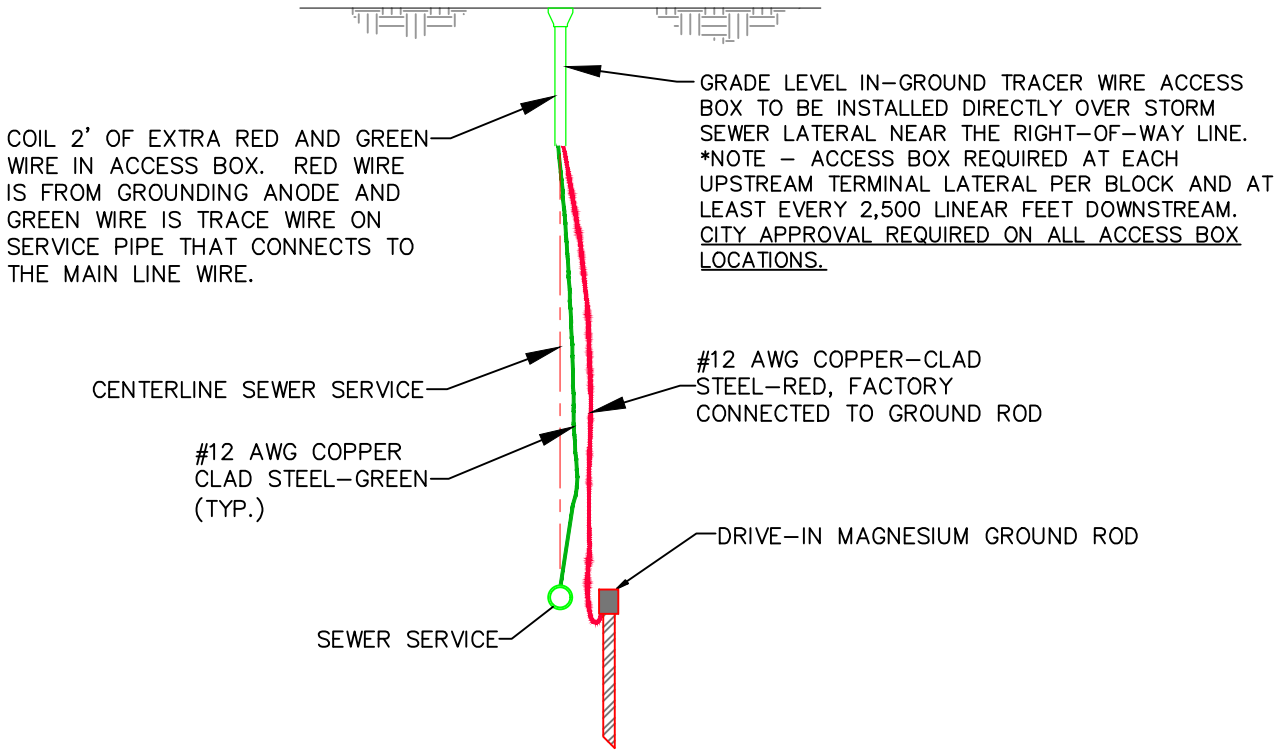
1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED ON THE TOP OF THE PIPE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.
2. REHABILITATION PROJECTS SHALL HAVE A DRIVE-IN MAGNESIUM GROUND ROD INSTALLED ON THE UPSTREAM AND DOWNSTREAM MANHOLES AS WELL AS A GRADE LEVEL IN-GROUND ACCESS BOX INSTALLED AT THE DOWNSTREAM MANHOLE (ACCESS BOX TYPE AND LOCATION TO BE APPROVED BY WASTEWATER DEPARTMENT).
3. AT ALL FUTURE STUB CONNECTIONS, A MINIMUM OF 6 FEET OF TRACER WIRE SHALL BE EXTENDED BEYOND THE END OF THE PIPE, COILED AND SECURED FOR FUTURE CONNECTIONS. THE END OF THE TRACER WIRE SHALL BE SPLICED TO THE WIRE OF A DRIVE-IN MAGNESIUM GROUND ROD AND IS TO BE BURIED AT THE SAME ELEVATIONS AS THE SEWER MAIN.

REVISION	city of PUEBLO colorado	**TRACER WIRE SAMPLE PLAN SANITARY SEWER**	SD37
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JH CHECKED BY: SM APPROVED BY: JH



SEWER SERVICE PLAN

NO SCALE



SEWER SERVICE SECTION

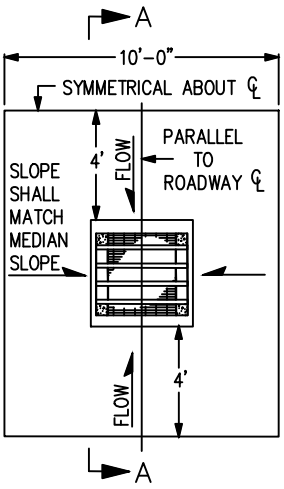
NO SCALE

NOTES:

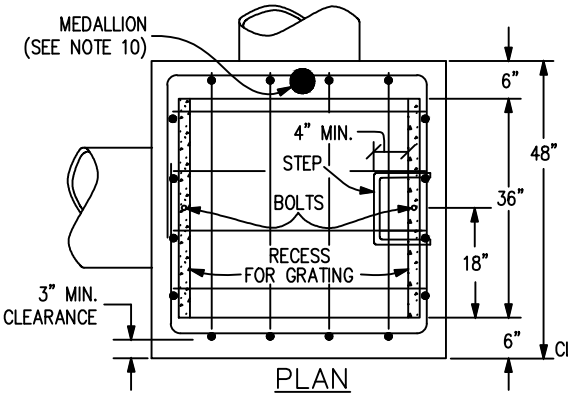
1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED IMMEDIATELY ADJACENT TO THE SERVICE PIPE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.

2. TRACER WIRE NOT REQUIRED FOR REHABILITATION PROJECTS.

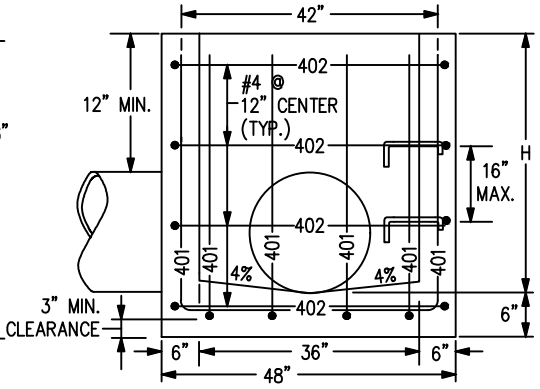
REVISION	city of PUEBLO colorado	TRACER WIRE DETAILS SANITARY SEWER SERVICE	SD38
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JH CHECKED BY: SM APPROVED BY: JH



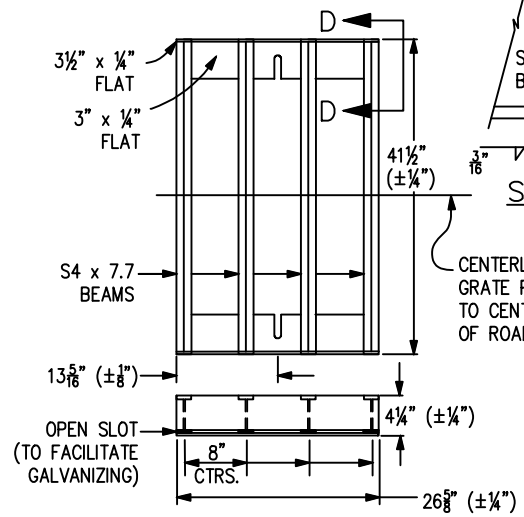
INLET WITH DITCH PAVING



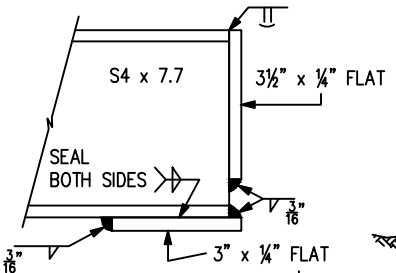
PLAN



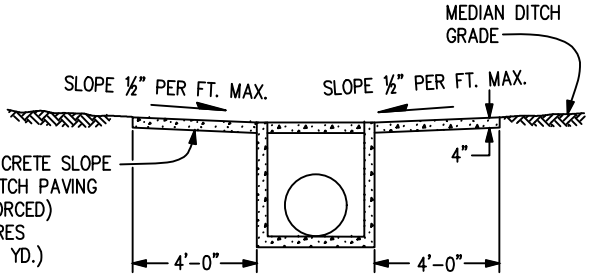
ELEVATION
CONCRETE INLET



STANDARD INLET GRATE



SECTION D–D



SECTION A–A

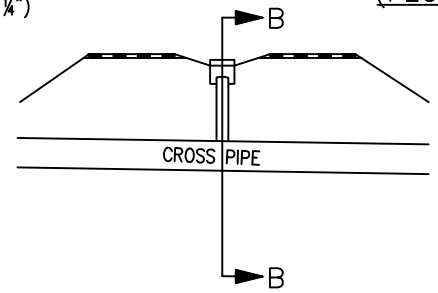
*CONCRETE SLOPE AND DITCH PAVING WILL BE REQUIRED WHEN SHOWN ON THE PLANS.

INLET AT BOTTOM OF VERTICAL CURVE
(FLOW FROM TWO DIRECTIONS)

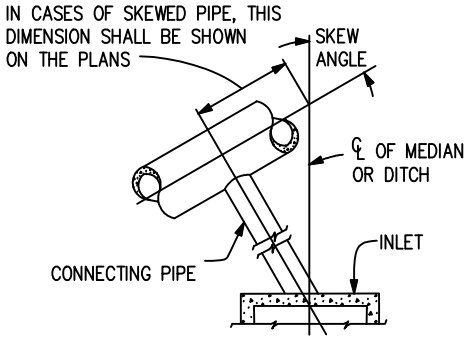
STEEL GRATE QUANTITIES

NO. PIECES	DESCRIPTION	LENGTH	LBS PER FT.	WEIGHT (LBS.)
4	S4 x 7.7 BEAM	41"	7.90	106
2	3½" x ¼" FLAT	26 5/8"	2.98	13
2	3" x ¼" FLAT	26 5/8"	2.55	12

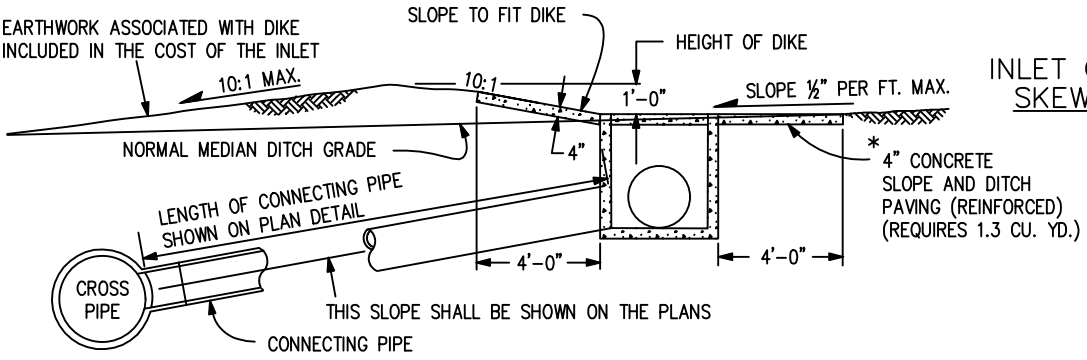
TOTAL LBS. – 131



SECTION VIEW



INLET CONNECTED TO A
SKEWED CROSS PIPE



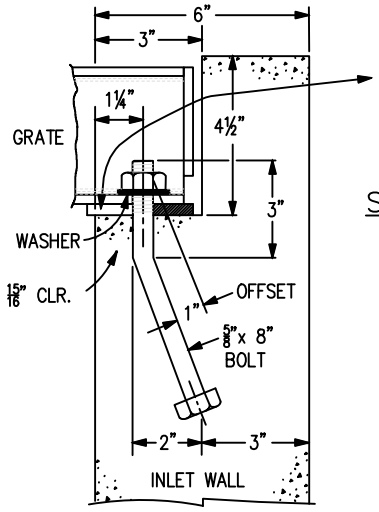
SECTION B–B

INLET CONNECTED
TO A CROSS PIPE

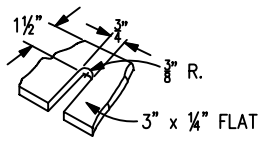
SECTION A–A

INLET ON GRADE
(FLOW FROM ONE DIRECTION)

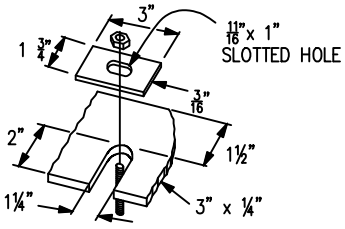
09/03/2024	city of PUEBLO colorado	INLET, TYPE C (1 OF 2)	SW1.1
01/01/2023		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: NLS CHECKED BY: JS APPROVED BY: JH
REVISIONS			



GRATE INSTALLATION DETAIL



SLOT DETAIL



ALTERNATE SLOT AND HOLD DOWN PLATE DETAIL

QUANTITIES FOR ONE INLET

H	CONCRETE (CU. YDS.)	STEEL (LBS.)	NO. STEPS REQ'D.
2'-6"	1.0	76	0
3'-0"	1.1	81	0
3'-6"	1.2	97	0
4'-0"	1.3	102	1
4'-6"	1.5	117	2
5'-0"	1.6	123	2
5'-6"	1.7	138	2
6'-0"	1.9	143	3
6'-6"	2.0	159	3
7'-0"	2.1	164	3
7'-6"	2.2	180	4
8'-0"	2.4	185	4
8'-6"	2.5	200	4
9'-0"	2.6	206	5
9'-6"	2.8	221	5
10'-0"	2.9	236	6
11'-6"	3.3	252	6

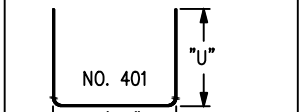
▼ PIPE INSIDE DIAMETER SHALL BE 30 IN. OR LESS. CONCRETE AND STEEL QUANTITIES ARE FOR ONE ENTIRE INLET BEFORE DEDUCTION FOR VOLUME OCCUPIED BY PIPE. WEIGHT OF STEEL INCLUDES A RING FOR THE MAXIMUM PIPE DIAMETER.

GENERAL NOTES

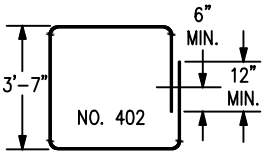
1. INLET TYPE C IS NOT HS-20 RATED AND SHALL NOT BE PLACED IN PAVED ROADWAYS. THIS INLET SHALL BE USED ONLY OUTSIDE PAVED ROADWAYS.
2. CONCRETE SHALL BE CLASS B. INLET MAY BE CAST-IN-PLACE OR PRECAST.
3. REINFORCING BARS SHALL BE GRADE 60, EPOXY COATED, AND DEFORMED #4, AND SHALL HAVE A MIN. 2 INCH CLEARANCE. CUT OR BEND AROUND PIPES AS REQUIRED.
4. CONCRETE SLOPE AND DITCH PAVING SHALL BE IN ACCORDANCE WITH SECTION 507. REINFORCEMENT FOR CONCRETE SLOPE PAVING SHALL BE 6 X 6 – W1.4 X W1.4 OR 6 X 6 – W2.1 X W2.1.
5. STRUCTURAL STEEL FOR GRATES AND GRATE INSTALLATION HARDWARE SHALL BE GALVANIZED, AND SHALL BE IN ACCORDANCE WITH SUBSECTION 712.06.
6. THE STANDARD INLET GRATES SHALL BE USED ON ALL TYPE C INLETS UNLESS CLOSE MESH INLET GRATES ARE SPECIFIED ON THE PLANS.
7. CLOSE MESH GRATES ARE RECOMMENDED WHERE FOOT TRAFFIC OR BICYCLE ROUTES ARE IN CLOSE PROXIMITY TO GRATE. THIS GRATE IS NOT ADA COMPLIANT OR BICYCLE FRIENDLY AND SHALL NOT BE PLACED DIRECTLY IN SIDEWALKS, CROSSWALKS OR BIKE PATHS.
8. STEPS SHALL BE PROVIDED WHEN INLET DIMENSION "H" IS EQUAL TO OR GREATER THAN 3 FEET – 6 INCHES AND SHALL CONFORM TO AASHTO M 199.
9. SEE STANDARD PLAN M-604-11, FOR REINFORCEMENT AROUND THE PIPE OPENING.
10. ALL INLETS SHALL HAVE A 4 INCH DIA. METAL MEDALLION WITH A "NO DUMPING DRAINS TO STREAM" MESSAGE ON IT. THE MEDALLION SHALL HAVE A FISH SYMBOL WITH A BLUE BACKGROUND. IT SHALL BE FIRMLY ATTACHED TO THE TOP OF THE INLET WITH A PERMANENT FASTENER.

BAR LIST FOR H = 2 FT.–6 IN. AND BENDING DIAGRAM

MARK	NO. REQ'D.	HEIGHT	LENGTH
401	2	2'-2½"	8'-0"
401	6	2'-7"	8'-8"
402	4	"U"	15'-4"

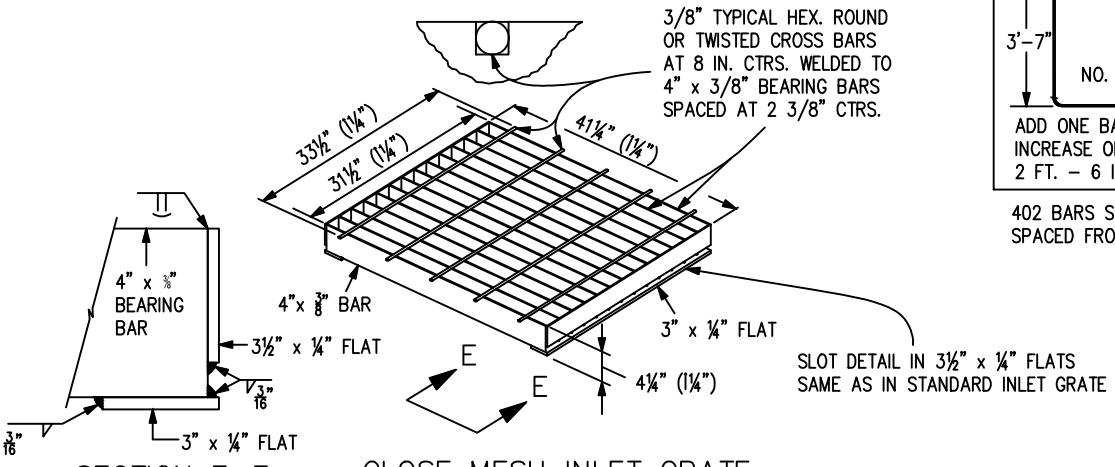


"U" INCREASE DIMENSION 6 IN. FOR EACH 6 IN. INCREASE OF "H" ABOVE 2 FT.–6 IN.



ADD ONE BAR FOR EACH FT. INCREASE OF "H" ABOVE 2 FT. – 6 IN.

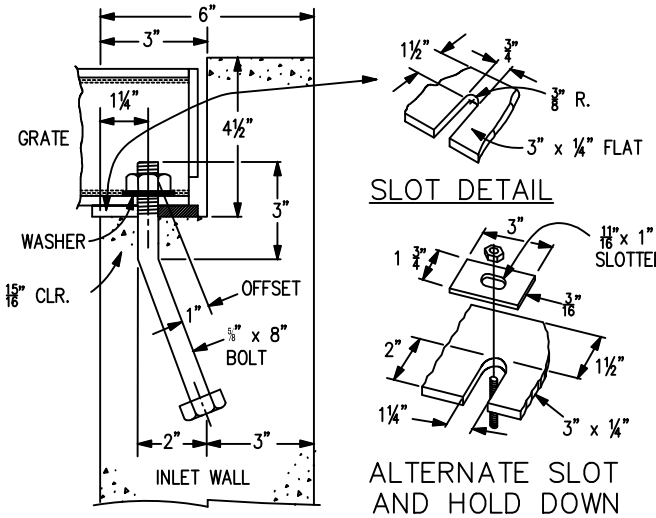
402 BARS SHALL BE EQUALLY SPACED FROM EACH OTHER.

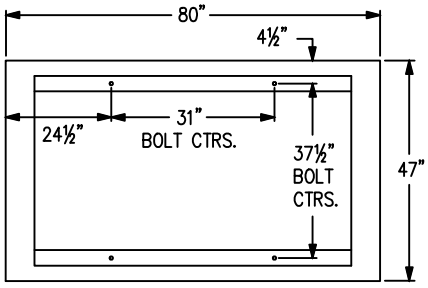


SECTION E–E

CLOSE MESH INLET GRATE

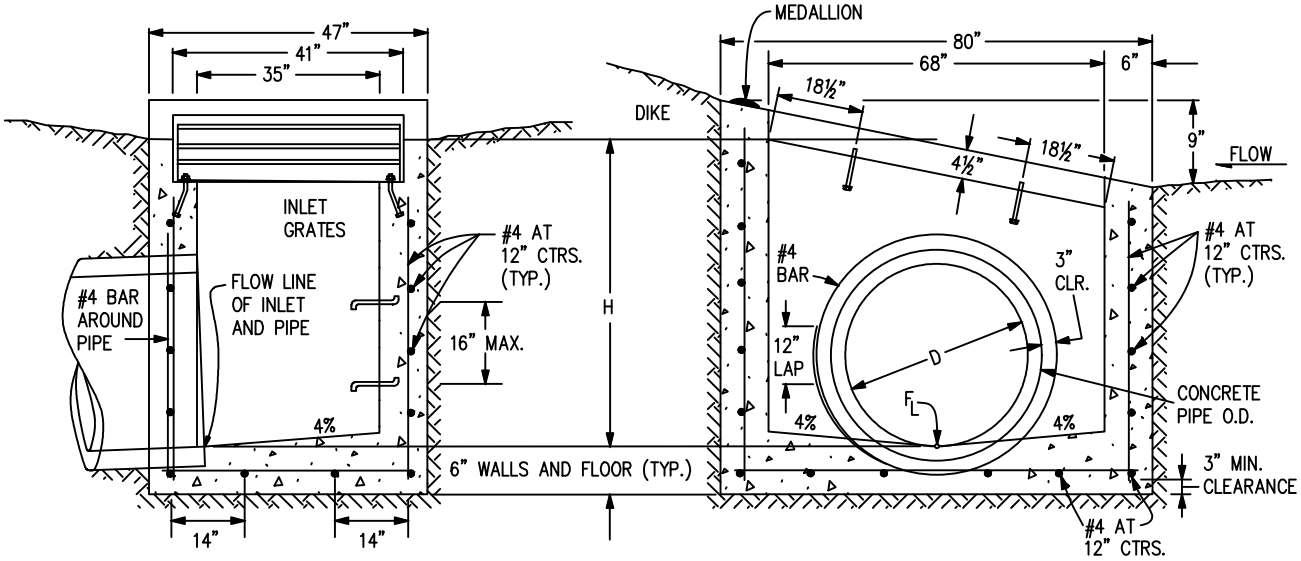
	city of PUEBLO colorado	INLET, TYPE C (2 OF 2)	SW1.2
09/03/2024		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION	DRAWN BY: NLS
01/01/2023		211 EAST "D" ST. PUEBLO, CO 81003	CHECKED BY: JS
REVISIONS		(719) 553-2295 PHONE	APPROVED BY: JH





PLAN VIEW
(SHOWING ANCHOR BOLT LAYOUT)

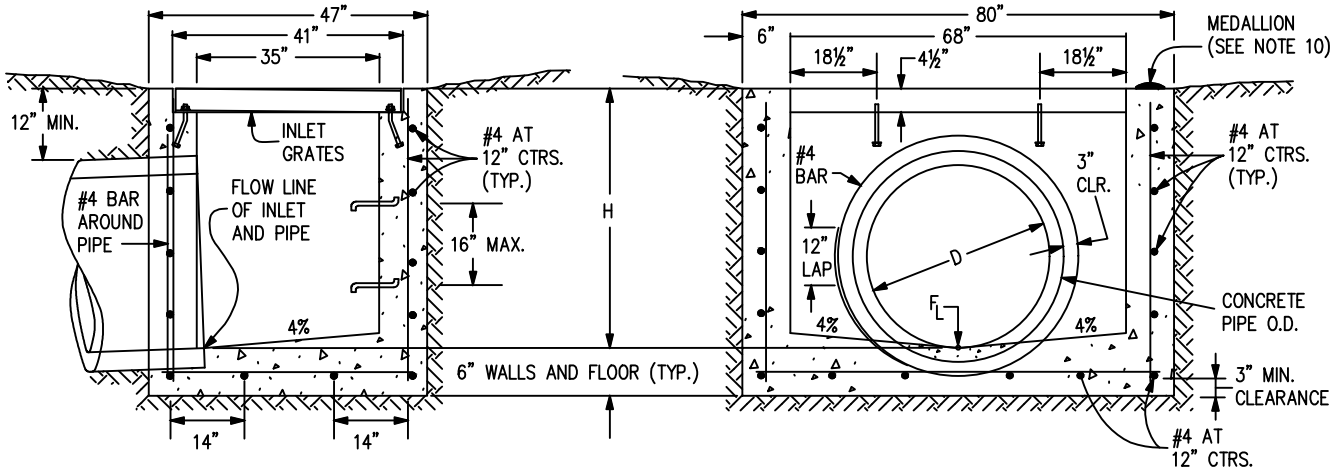
GRATE INSTALLATION DETAIL



TRANSVERSE CROSS SECTION

LONGITUDINAL CROSS SECTION

SLOPING GRATE INSTALLATION



TRANSVERSE CROSS SECTION

LONGITUDINAL CROSS SECTION

LEVEL GRATE INSTALLATION

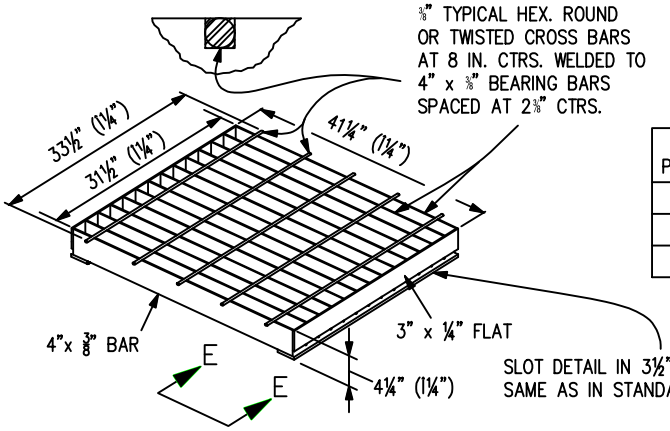
09/03/2024 01/01/2023 REVISIONS	city of PUEBLO colorado	INLET, TYPE D (1 OF 2) PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SW2.1 DRAWN BY: NLS CHECKED BY: JS APPROVED BY: JH

GENERAL NOTES

1. INLET TYPE D IS NOT HS–20 RATED AND SHALL NOT BE PLACED IN PAVED ROADWAYS. THIS INLET SHALL BE USED ONLY OUTSIDE PAVED ROADWAYS.
2. CONCRETE SHALL BE CLASS B. INLET MAY BE CAST–IN–PLACE OR PRECAST.
3. SEE PLANS FOR SIZE AND LOCATION OF PIPE.
4. STRUCTURAL STEEL FOR GRATES AND GRATE INSTALLATION HARDWARE SHALL BE GALVANIZED AND SHALL BE IN ACCORDANCE WITH SUBSECTION 712.06.
5. STANDARD INLET GRATES SHALL BE USED ON ALL TYPE D INLETS UNLESS CLOSE MESH GRATES ARE SPECIFIED ON THE PLANS.
6. CLOSE MESH GRATES ARE RECOMMENDED WHERE FOOT TRAFFIC OR BICYCLE ROUTES ARE IN CLOSE PROXIMITY TO GRATE. THIS GRATE IS NOT ADA COMPLIANT OR BICYCLE FRIENDLY AND SHALL NOT BE PLACED DIRECTLY IN SIDEWALKS, CROSSWALKS OR BIKE PATHS.
7. STEPS SHALL BE PROVIDED WHEN INLET DIMENSION "H" IS EQUAL TO OR GREATER THAN 3 FEET–6 INCHES AND SHALL CONFORM WITH AASHTO M 199.
8. REINFORCING BARS SHALL BE GRADE 60, EPOXY COATED, AND DEFORMED #4, AND SHALL HAVE A 2 INCH MIN. CLEARANCE. CUT OR BEND BARS AROUND PIPE AS REQUIRED.
9. ALL INLETS SHALL HAVE A 4 INCH DIA. METAL MEDALLION WITH A "NO DUMPING DRAINS TO STREAM" MESSAGE ON IT. THE MEDALLION SHALL HAVE A FISH SYMBOL WITH A BLUE BACKGROUND. IT SHALL BE FIRMLY ATTACHED TO THE INLET'S SURFACE WITH A PERMANENT FASTENER.

"H" FT.	CONCRETE CU. YDS. ▼	STEEL LBS. ▼	CIRCULAR PIPE RANGE INSIDE DIA., IN. – "D"
3.0	1.5	127	18
3.5	1.7	149	18–24
4.0	1.9	157	18–30
4.5	2.0	179	18–36
5.0	2.2	187	18–42
5.5	2.4	208	18–42
6.0	2.6	215	18–42
6.5	2.8	236	18–42
7.0	2.9	243	18–42
7.5	3.1	264	18–42
8.0	3.3	271	18–42
8.5	3.5	292	18–42
9.0	3.6	299	18–42
9.5	3.8	320	18–42
10.0	4.0	327	18–42

▼ CONCRETE AND STEEL QUANTITIES ARE FOR ONE ENTIRE INLET BEFORE DEDUCTION FOR VOLUME OCCUPIED BY PIPE. WEIGHT OF STEEL INCLUDES A RING FOR THE MAXIMUM PIPE DIAMETER.



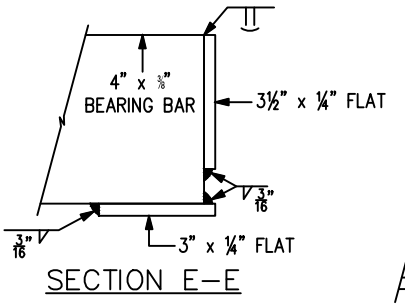
CLOSE MESH GRATE

TWO STEEL GRATE PER INLET QUANTITIES

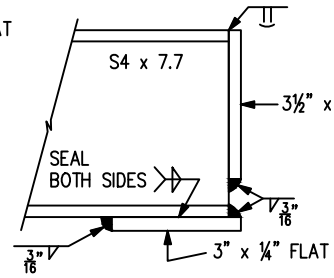
NO. PIECES	DESCRIPTION	LENGTH	LBS PER FT.	WEIGHT (LBS.)
8	S4 x 7.7 BEAM	40"	7.70	206
4	3½" x ¼" FLAT	26⅝"	2.98	26
4	3" x ¼" FLAT	26⅝"	2.55	24

TOTAL LBS. – 256

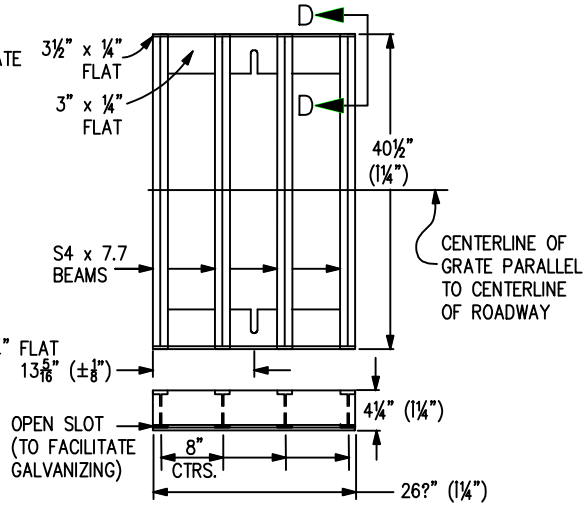
OUTLET PIPE INSIDE DIA. FT. – "D"	MIN. "H" FT.
1.5	3.0
2.0	3.5
2.5	4.0
3.0	4.5
3.5	5.0



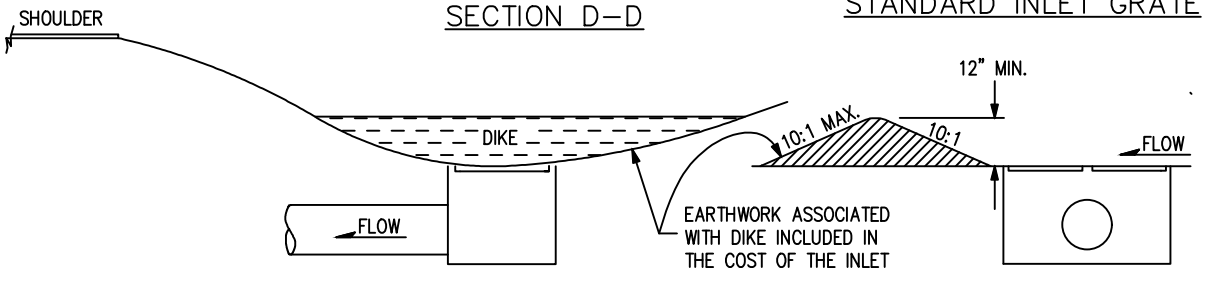
SECTION E–E



SECTION D–D



STANDARD INLET GRATE



TRANSVERSE VIEW

LONGITUDINAL VIEW

DIKE

09/03/2024
01/01/2023
REVISIONS

city of PUEBLO colorado

INLET, TYPE D (2 OF 2)

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

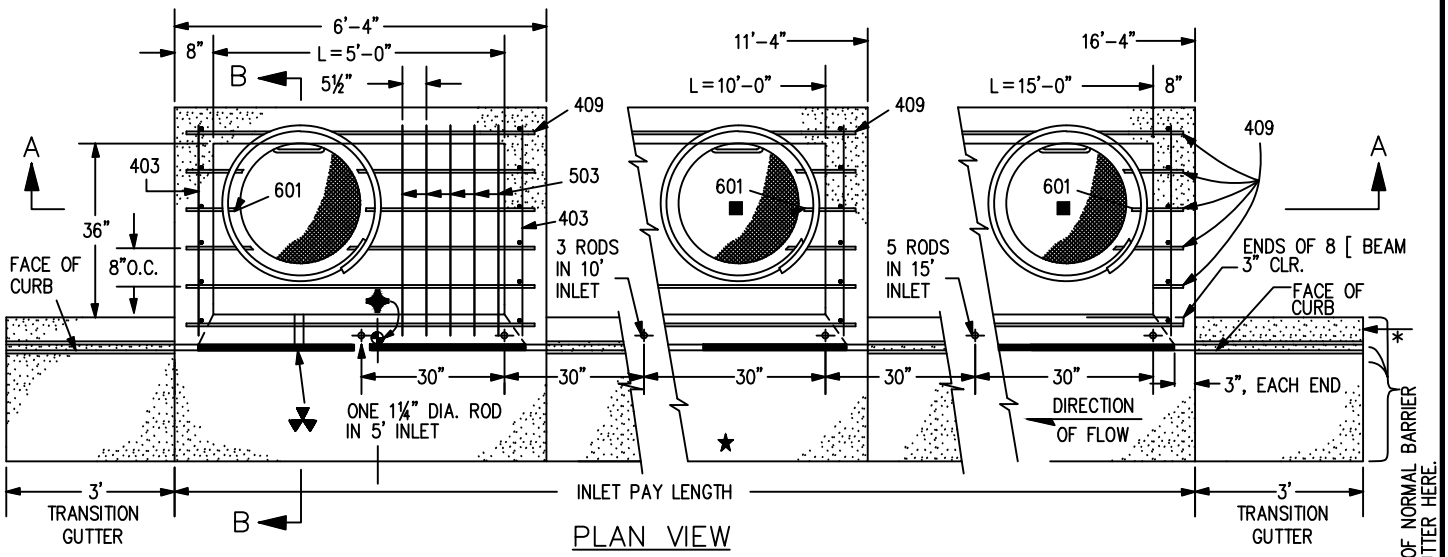
SW2.2

DRAWN BY: NLS
CHECKED BY: JS
APPROVED BY: JH

★ FOR LENGTH (L) 10 FT. OR MORE, PROVIDE MAINTENANCE ACCESS AT BOTH ENDS WITH AN ADDITIONAL MANHOLE RING AND COVER. CUT REINFORCEMENT BAR ACCORDINGLY.

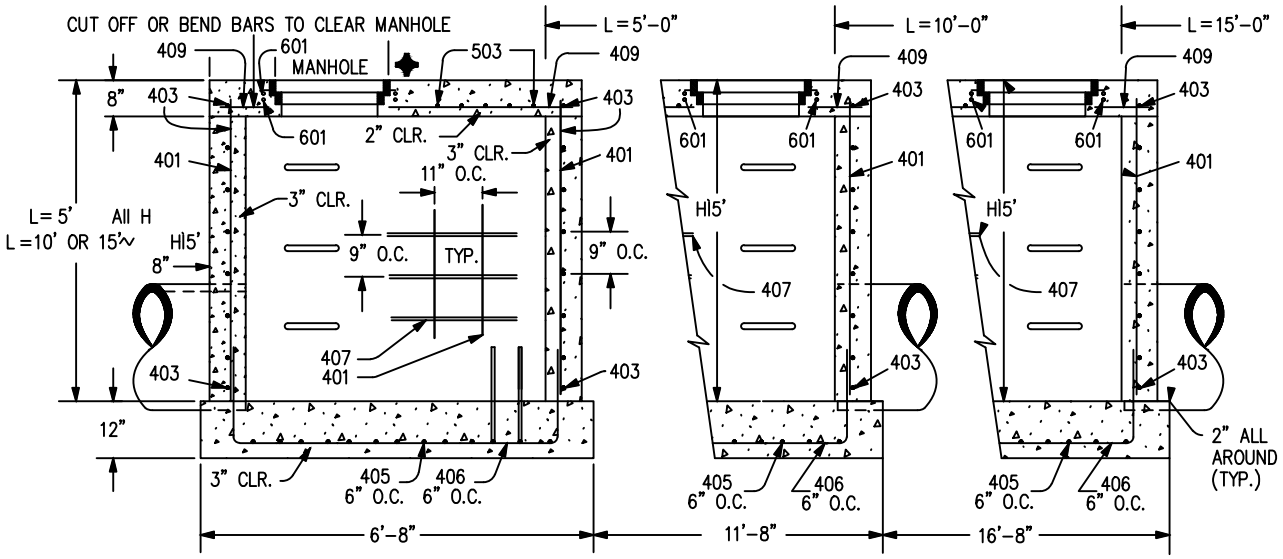
✦ STATION POINT AT MIDPOINT OF INLET ALONG FLOWLINE

* WHEN A TYPE R INLET IS USED WITH MOUNTABLE CURB AND GUTTER, 5 FT. TRANSITION SHALL BE CONSTRUCTED. TRANSITION SHALL BE PAID FOR AS CURB AND GUTTER.

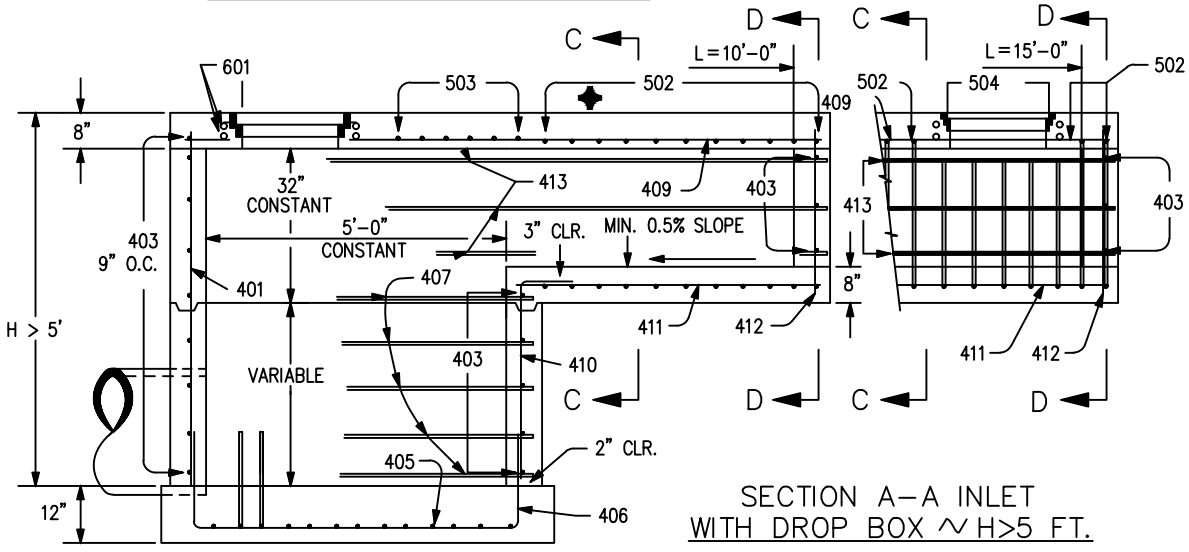


PLAN VIEW

MEET SHAPE OF NORMAL BARRIER CURB AND GUTTER HERE.



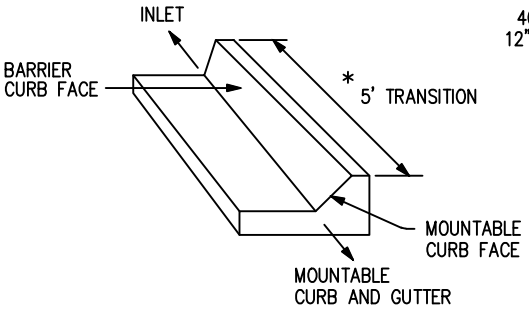
SECTION A–A REGULAR INLET



SECTION A–A INLET WITH DROP BOX ~ H>5 FT.

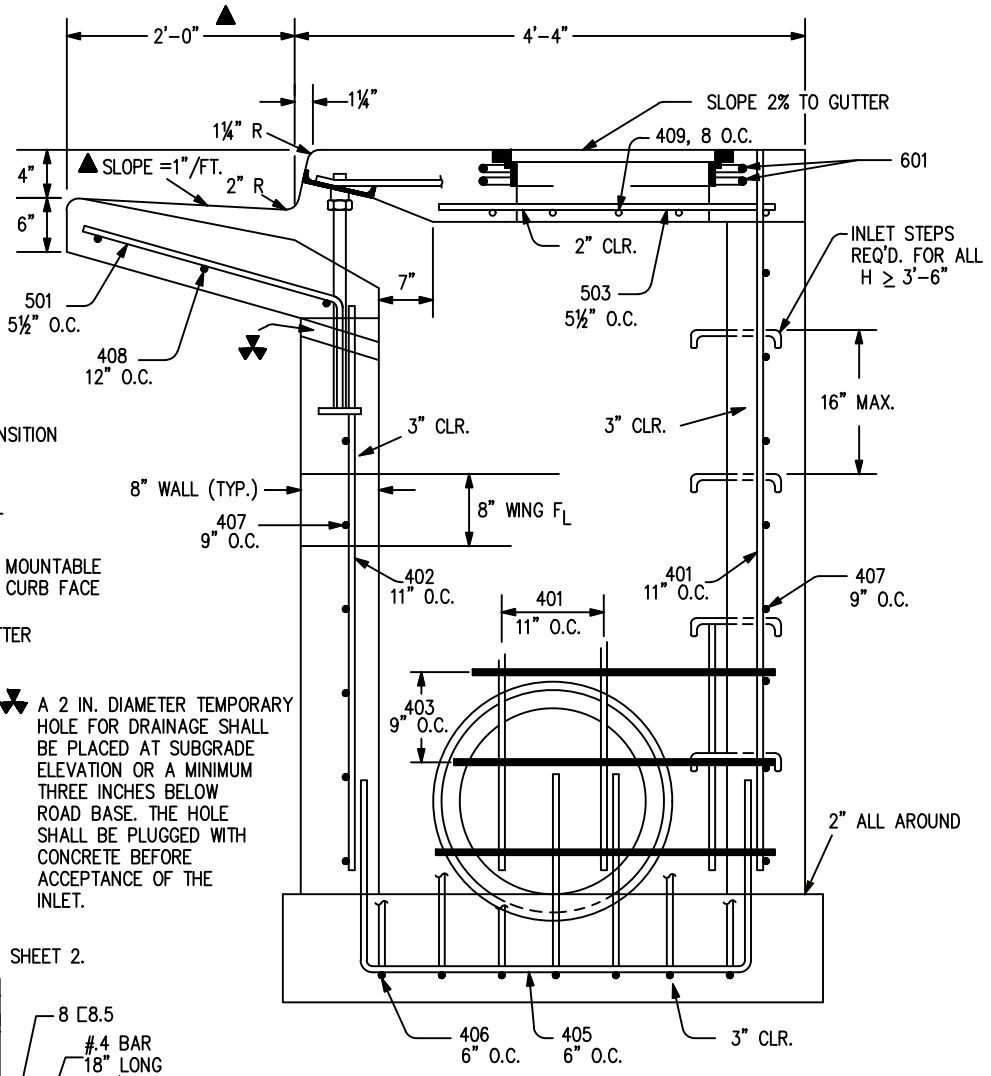
09/03/2024	city of PUEBLO colorado	INLET, TYPE R (1 OF 4)	SW3.1
01/01/2023		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: NLS CHECKED BY: JS APPROVED BY: JH
REVISIONS			

▲ – FOR A 1'–0" PAN SLOPE 2" PER FT.



TRANSITION CURB

* WHEN A TYPE R INLET IS USED WITH MOUNTABLE CURB AND GUTTER, 5 FT. TRANSITION SHALL BE CONSTRUCTED. TRANSITION SHALL BE PAID FOR AS CURB AND GUTTER.

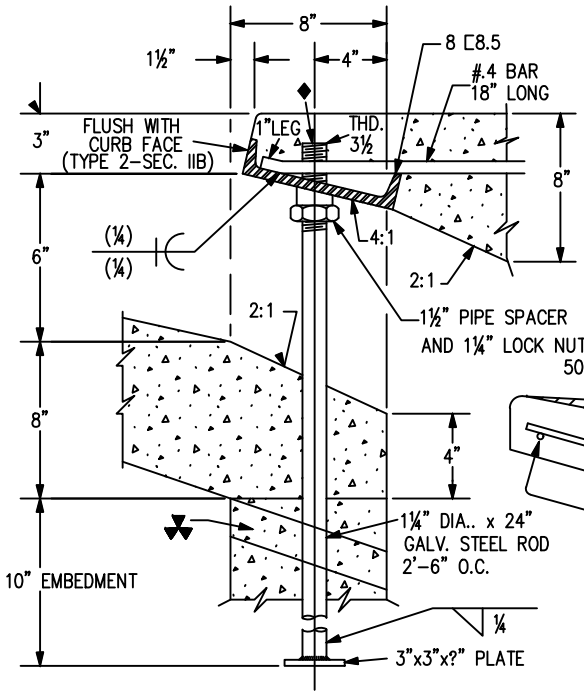


SECTION B–B
END VIEW

▲ A 2 IN. DIAMETER TEMPORARY HOLE FOR DRAINAGE SHALL BE PLACED AT SUBGRADE ELEVATION OR A MINIMUM THREE INCHES BELOW ROAD BASE. THE HOLE SHALL BE PLUGGED WITH CONCRETE BEFORE ACCEPTANCE OF THE INLET.

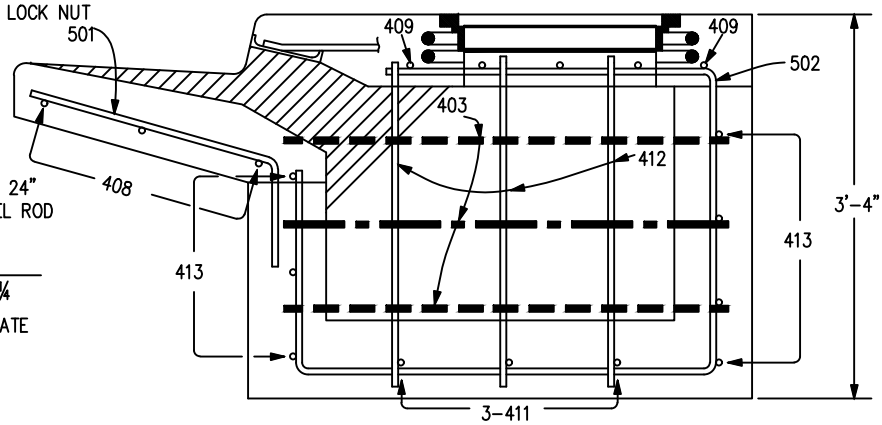
NOTE: MANHOLE RING AND COVER, STATION POINT AND OUTFLOW PIPE SHALL BE LOCATED AT THE SAME END OF THE INLET.

SEE CHANNEL LAYOUT ON SHEET 2.



CURB FACE ASSEMBLY

◆PLACE ENTIRE ASSEMBLY BEFORE POURING CONCRETE.



SECTIONS C–C & D–D
(DOTTED BARS ARE IN SECTION D–D)

09/03/2024 01/01/2023 REVISIONS	city of PUEBLO colorado	INLET, TYPE R (2 OF 4) PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SW3.2 DRAWN BY: NLS CHECKED BY: JS APPROVED BY: JH

MARK	BAR # OR SIZE	O.C. SPACING	TYPE	ALL INLETS		INLETS: H ≤ 5 FT.				INLETS: H > 5 FT.			
				L = 5 FT.		L = 10 FT.		L = 15 FT.		L = 10 FT.		L = 15 FT.	
				NO. REQ'D.	LENGTH	NO. REQ'D.	LENGTH	NO. REQ'D.	LENGTH	NO. REQ'D.	LENGTH	NO. REQ'D.	LENGTH
401	4	11"	II	15	*	21	*	26	*	11	*	11	*
402	4	11"	II	7	*	13	*	18	*	7	*	7	*
403	4	9"	II	*	4'-0"	*	4'-0"	*	4'-0"	*	4'-0"	*	4'-0"
405	4	6"	VI	11	6'-10"	21	6'-10"	31	6'-10"	11	6'-10"	11	6'-10"
406	4	6"	VIII	7	8'-10"	7	13'-10"	7	18'-10"	7	8'-10"	7	8'-10"
407	4	9"	II	*	5'-10"	*	10'-10"	*	15'-10"	*	5'-10"	*	5'-10"
408	4	12"	II	3	6'-10"	3	11'-10"	3	16'-0"	3	11'-10"	3	16'-0"
409	4	8"	II	6	5'-10"	6	10'-10"	6	15'-10"	6	10'-10"	6	15'-10"
410	4	11"	VII							3		3	*
411	4	11"	II							3	5'-2"	3	10-2"
412	4	11"	II							3	2'-9"	3	2'-9"
413	4	9"	II							7	10'-10"	7	15'-10"
501	5	5½"	IV	11	3'-4"	22	3'-4"	33	3'-4"	22	3'-4"	33	3'-4"
502	5	5½"	III							11	11'-5"	17	11'-5"
503	5	5½"	II	5	3'-6"	16	3'-6"	27	3'-6"	6	3'-6"	6	3'-6"
504	5	5½"	IX									5	8'-4"
601	6	2½"	V	2	8'-10"	2	8'-10"	2	8'-10"	2	8'-10"	4	8'-10"
■8[8.5				1	5'-10"	1	10'-10"	1	15'-10"	1	10'-10"	1	15'-10"
				2 BARS, 1 RODS	——	4 BARS, 3 RODS	——	8 BARS, 5 RODS	——	4 BARS, 3 RODS	——	8 BARS, 5 RODS	——
						REGULAR INLETS				DROP BOX INLETS			

* VARIABLE REFER TO TABLE TWO.

■ INCLUDE #4, 18 IN. BARS (SEE CHANNEL LAYOUT).

TABLE ONE ~ BAR LIST FOR CURB INLETS, TYPE "R"

"H"	LENGTH			NO. REQ'D. REGULAR		NO. REQ'D. DROP BOX		L = 5 FT.		L = 10 FT.		L = 15 FT.	
	401	402	410	403	407	403	407	CONC. CU. YDS.	STEEL LBS.	CONC. CU. YDS.	STEEL LBS.	CONC. CU. YDS.	STEEL LBS.
3'-0"	2'-8"	1'-8"		10	7			3.2	285	5.3	497	7.4	706
3'-6"	3'-2"	2'-2"		10	7			3.4	305	5.7	528	7.9	747
4'-0"	3'-8"	2'-8"		12	9			3.7	326	6.0	559	8.4	786
4'-6"	4'-2"	3'-2"		12	9			3.9	334	6.4	571	8.8	803
5'-0"	4'-8"	3'-8"		14	11			4.1	354	6.7	602	9.3	844
5'-6"	5'-2"	4'-2"	3'-5"	16	13	15	6	4.4	375	6.0	607	7.4	850
6'-0"	5'-8"	4'-8"	3'-11"	16	13	16	6	4.6	382	6.2	616	7.6	860
6'-6"	6'-2"	5'-2"	4'-5"	18	15	18	8	4.8	402	6.4	637	7.8	880
7'-0"	6'-8"	5'-8"	4'-11"	20	17	19	10	5.0	423	6.6	654	8.0	897
7'-6"	7'-2"	6-2"	5'-5"	20	17	20	10	5.3	430	6.9	664	8.3	907
8'-0"	7'-8"	6'-8"	5'-11"	22	19	22	12	5.5	451	7.1	684	8.5	927
8'-6"	8'-2"	7'-2"	6'-5"	24	21	23	14	5.7	471	7.3	702	8.7	944
9'-0"	8'-8"	7'-8"	6'-11"	24	21	24	14	6.0	479	7.6	711	9.0	954
9'-6"	9'-2"	8'-2"	7'-5"	26	23	26	16	6.2	499	7.8	732	9.2	974
10'-0"	9'-8"	8'-8"	7'-11"	28	25	27	18	6.4	520	8.0	749	9.4	992
10'-6"	10'-2"	9'-2"	8'-5"	28	25	28	18	6.7	527	8.3	759	9.7	1001
11'-0"	10'-8"	9'-8"	8'-11"	30	27	30	20	6.9	547	8.5	779	9.9	1022

NOTES: FOR L= 5 FT., L= 10 FT., AND L= 15 FT.
REGULAR INLETS: TOTAL QUANTITIES NEEDED ARE OUTSIDE THE HEAVY BLACK LINE.
DROP BOX INLETS: TOTAL QUANTITIES NEEDED ARE INSIDE THE HEAVY BLACK LINE.

STEEL WEIGHTS DO NOT INCLUDE STRUCTURAL STEEL CHANNEL.

TABLE TWO ~ BARS AND QUANTITIES VARIABLE WITH "H"

09/03/2024
01/01/2023
REVISIONS

city of PUEBLO colorado

INLET, TYPE R (3 OF 4)

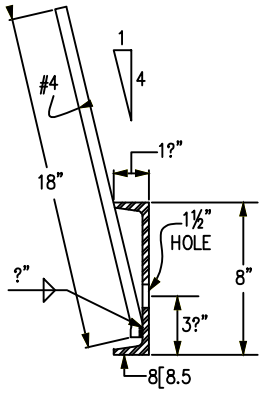
PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION
211 EAST "D" ST. PUEBLO, CO 81003
(719) 553-2295 PHONE

SW3.3

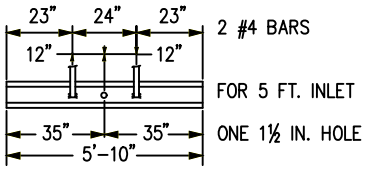
DRAWN BY: NLS
CHECKED BY: JS
APPROVED BY: JH

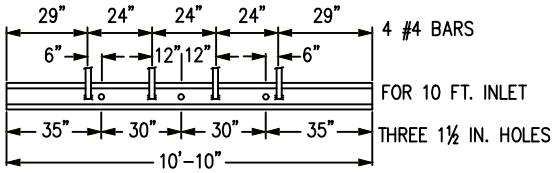
GENERAL NOTES

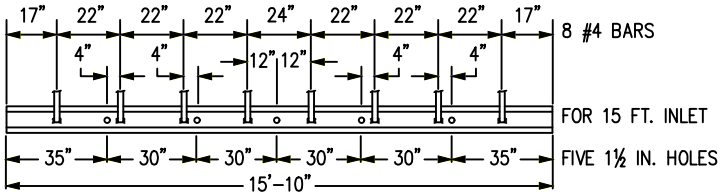
1. CONCRETE SHALL BE CLASS B. INLET MAY BE CAST-IN-PLACE OR PRECAST.
2. CONCRETE WALLS SHALL BE FORMED ON BOTH SIDES AND SHALL BE 8 INCHES THICK.
3. INLET STEPS SHALL BE IN CONFORMANCE WITH AASHTO M 199.
4. CURB FACE ASSEMBLY SHALL BE GALVANIZED AFTER WELDING.
5. EXPOSED CONCRETE CORNERS SHALL BE CHAMFERED ¾OF A INCH. CURB AND GUTTER CORNERS SHALL BE FINISHED TO MATCH THE EXISTING CURB AND GUTTER BEYOND THE TRANSITION GUTTER.
6. REINFORCING BARS SHALL BE DEFORMED AND SHALL HAVE A 2 INCH MINIMUM CLEARANCE. ALL REINFORCING BARS SHALL BE GRADE 60 AND EPOXY COATED.
7. DIMENSIONS AND WEIGHTS OF TYPICAL MANHOLE RING AND COVER ARE NOMINAL.
8. MATERIAL FOR MANHOLE RINGS AND COVERS SHALL BE GRAY OR DUCTILE CAST IRON IN ACCORDANCE WITH SUBSECTION 712.06.
9. SINCE PIPE ENTRIES INTO THE INLET ARE VARIABLE, THE DIMENSIONS SHOWN ARE TYPICAL. ACTUAL DIMENSIONS AND QUANTITIES FOR CONCRETE AND REINFORCEMENT SHALL BE AS REQUIRED IN THE WORK. QUANTITIES INCLUDE VOLUMES OCCUPIED BY PIPES.
10. ALL MANHOLE COVERS SHALL BE CAST WITH A "NO DUMPING DRAINS TO STREAM" MESSAGE AND A FISH SYMBOL. THE SURFACE OF THE MANHOLE COVER SHALL HAVE A NON-SLIP PATTERN.
11. STRUCTURAL STEEL SHALL BE GALVANIZED AND SHALL BE IN ACCORDANCE WITH SUBSECTION 712.06.



SECTION AT HOLE (TYP.)

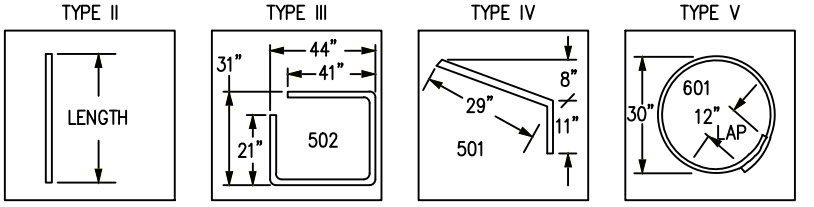


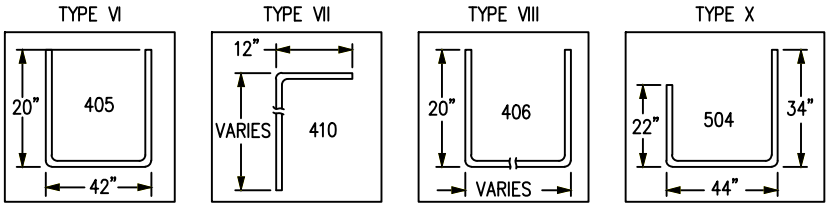




CHANNEL LAYOUT DETAILS

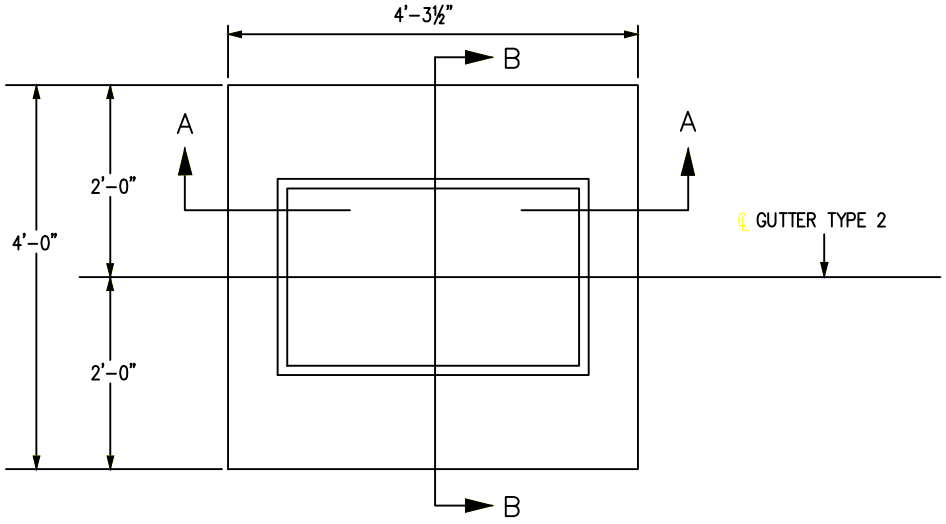
SEE CURB FACE ASSEMBLY ON SHEET 1.





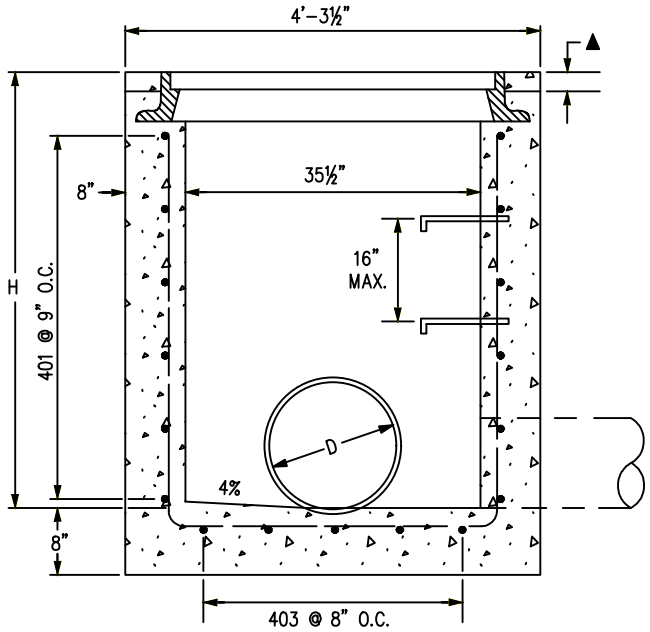
BAR BENDING DIAGRAMS ~ (DIMENSIONS ARE OUT-TO-OUT OF BAR)

	city of PUEBLO colorado	INLET, TYPE R (4 OF 4)	SW3.4
09/03/2024		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION	DRAWN BY: NLS
01/01/2023		211 EAST "D" ST. PUEBLO, CO 81003	CHECKED BY: JS
REVISIONS		(719) 553-2295 PHONE	APPROVED BY: JH

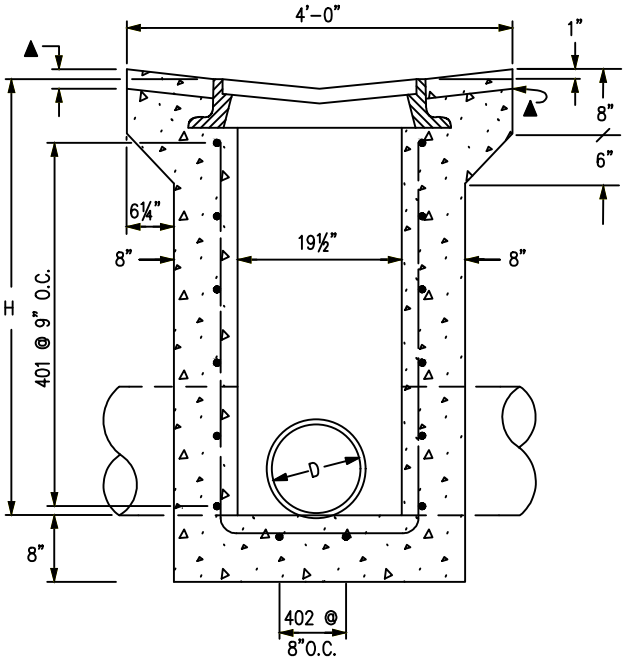


▲ WHEN HMA MATERIAL IS TO EXTEND TO THE EDGE OF THE GRATING FRAME, CONCRETE MAY BE DEPRESSED.

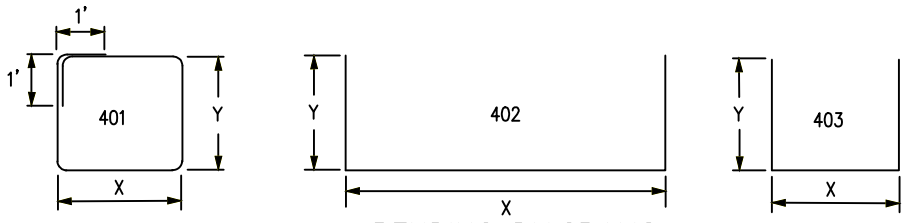
PLAN VIEW
TYPE 13 INLET FOR GUTTER TYPE 2



SECTION A-A
D MAX = 30 IN. FOR H > 4 FT.

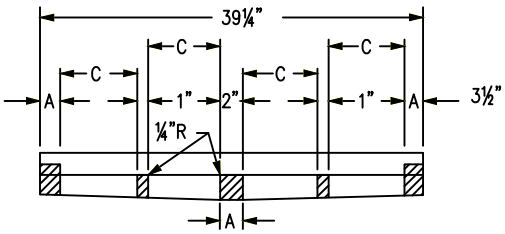


SECTION B-B
D MAX = 18 IN. FOR ALL H

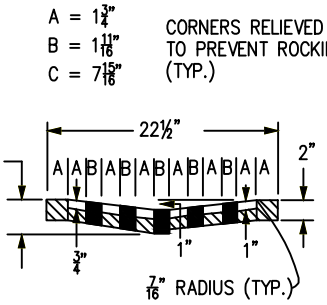


BENDING DIAGRAMS
ALL DIMENSIONS ARE OUT-TO-OUT OF BAR.

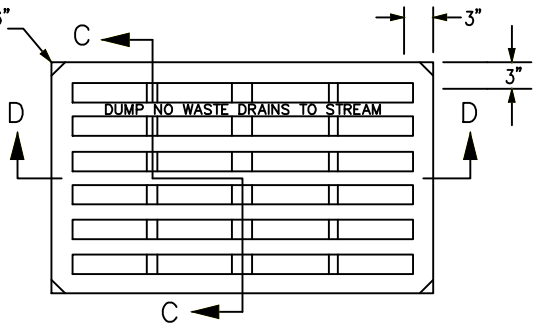
09/03/2024 01/01/2023 REVISIONS	city of PUEBLO colorado	INLET, TYPE 13 (1 OF 2) PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SW4.1 DRAWN BY: NLS CHECKED BY: JS APPROVED BY: JH



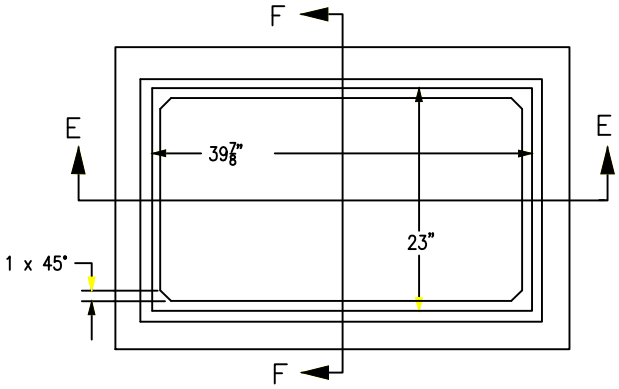
SECTION D–D



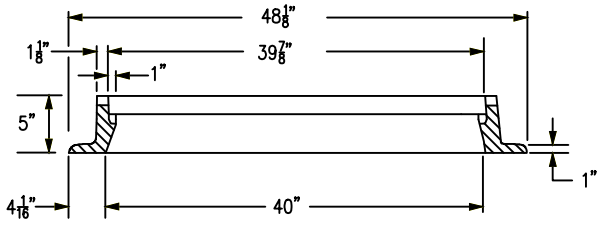
SECTION C–C



NO. 13 GRATE

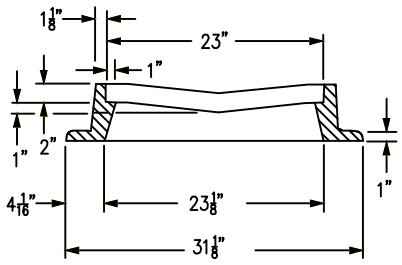


NO. 13 GRATING & FRAMES



SECTION E–E

APPROXIMATE WEIGHT =590 LBS.



SECTION F–F

H	CONCRETE	REINFORCING STEEL	NO. OF 401 BARS REQ'D.	MAXIMUM PIPE I.D.	
				SEC. A–A	SEC. B–B
	CU. YDS.	θ LB.		IN.	IN.
3'–0"	1.3	72	4	18	18
3'–6"	1.5	76	4	24	18
4'–0"	1.6	90	5	30	18
4'–6"	1.8	104	6	30	18
5'–0"	1.9	109	6	30	18
5'–6"	2.1	122	7	30	18
6'–0"	2.2	136	8	30	18
6'–6"	2.4	141	8	30	18
7'–0"	2.5	154	9	30	18
7'–6"	2.7	168	10	30	18
8'–0"	2.8	173	10	30	18
8'–6"	3.0	187	11	30	18
9'–0"	3.1	200	12	30	18
9'–6"	3.3	205	12	30	18
10'–0"	3.4	219	13	30	18

θ INCLUDES 1% FOR OVERRUN.
NOTE: CONCRETE QUANTITIES INCLUDE VOLUME OCCUPIED BY PIPE.

QUANTITIES FOR ONE INLET

GENERAL NOTES

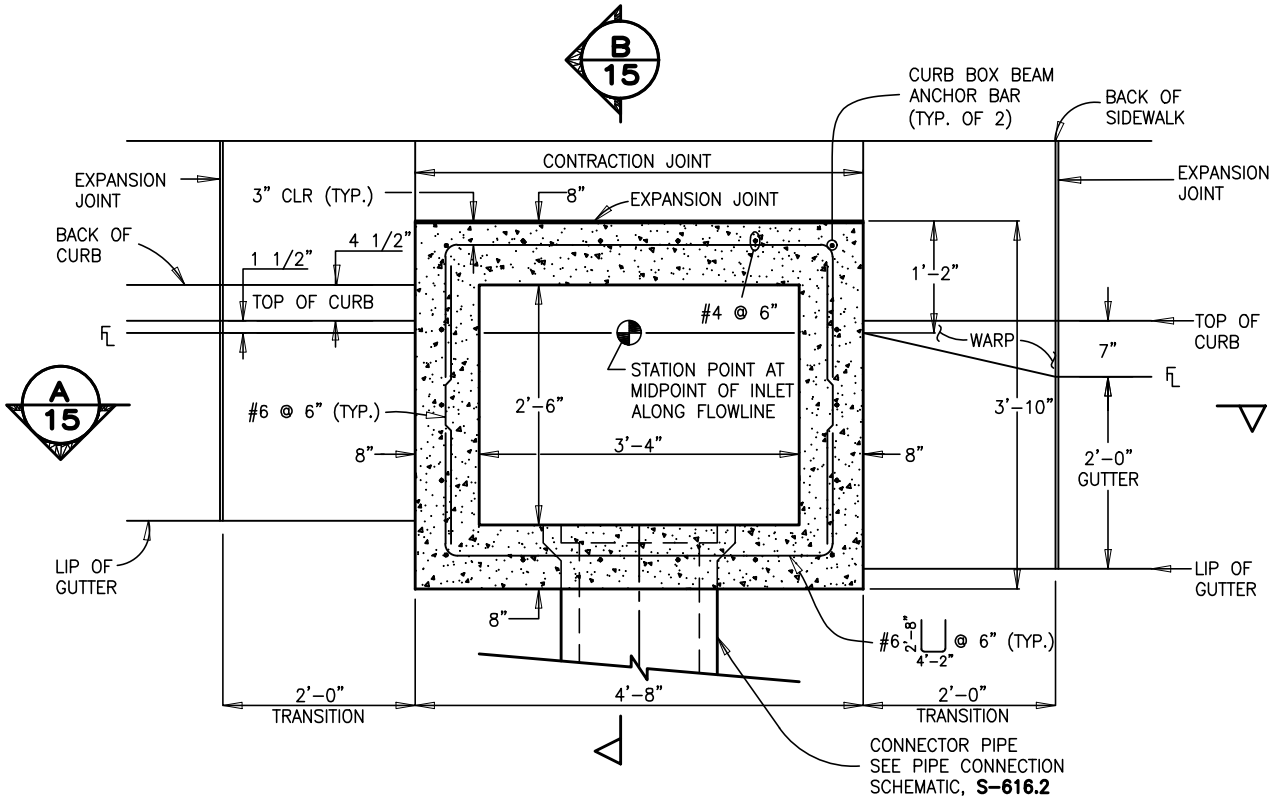
1. CONCRETE SHALL BE CLASS B. INLET MAY BE CAST–IN–PLACE OR PRECAST.
2. CAST–IN–PLACE CONCRETE WALLS SHALL BE FORMED ON BOTH SIDES.
3. EXPOSED CONCRETE CORNERS SHALL BE CHAMFERED 3/4" OF A INCH.
4. REINFORCING BARS SHALL BE DEFORMED #4 AND SHALL HAVE A 2 INCH MINIMUM CLEARANCE. ALL REINFORCING BARS SHALL BE GRADE 60 AND EPOXY COATED.
5. STEPS SHALL BE PROVIDED WHEN INLET DIMENSION "H" IS EQUAL TO OR GREATER THAN 3 FEET–6 INCHES AND SHALL CONFORM TO AASHTO M 199.
6. ALL GRATES AND FRAMES SHALL BE GRAY OR DUCTILE CAST IRON IN ACCORDANCE WITH SUBSECTION 712.06. GRATES AND FRAMES SHALL BE DESIGNED TO WITHSTAND HS 20 LOADING.
7. STATION POINT IS AT THE CENTER OF THE INLET.
8. GRATE SHALL HAVE "DUMP NO WASTE DRAINS TO STREAM" MESSAGE CAST ON SURFACE.

MARK	NO. REQ'D.	DIMENSIONS		LENGTH
		X	Y	
401	4	3'–6"	2'–2"	13'–4"
402	2	3'–4½"	* 2'–6½"	8'–5½"
403	5	2'–½"	* 2'–7"	7'–2½"

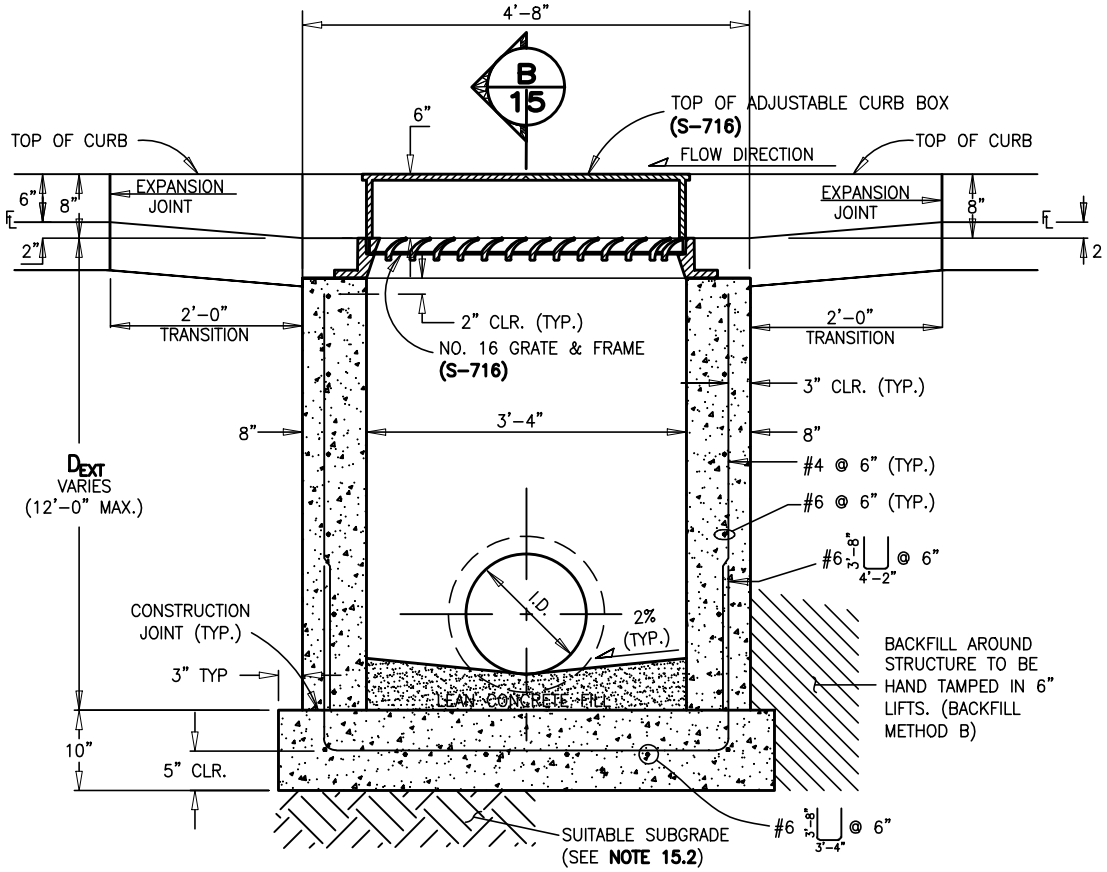
* ADD 6 IN. TO THIS DIMENSION FOR EACH 6 IN. INCREASE OF "H" OVER 3 FT.–0 IN.

BAR LIST FOR H = 3 FT.–0 IN.

09/03/2024	city of PUEBLO colorado	INLET, TYPE 13 (2 OF 2)	SW4.2
01/01/2023		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: NLS CHECKED BY: JS APPROVED BY: JH
REVISIONS			

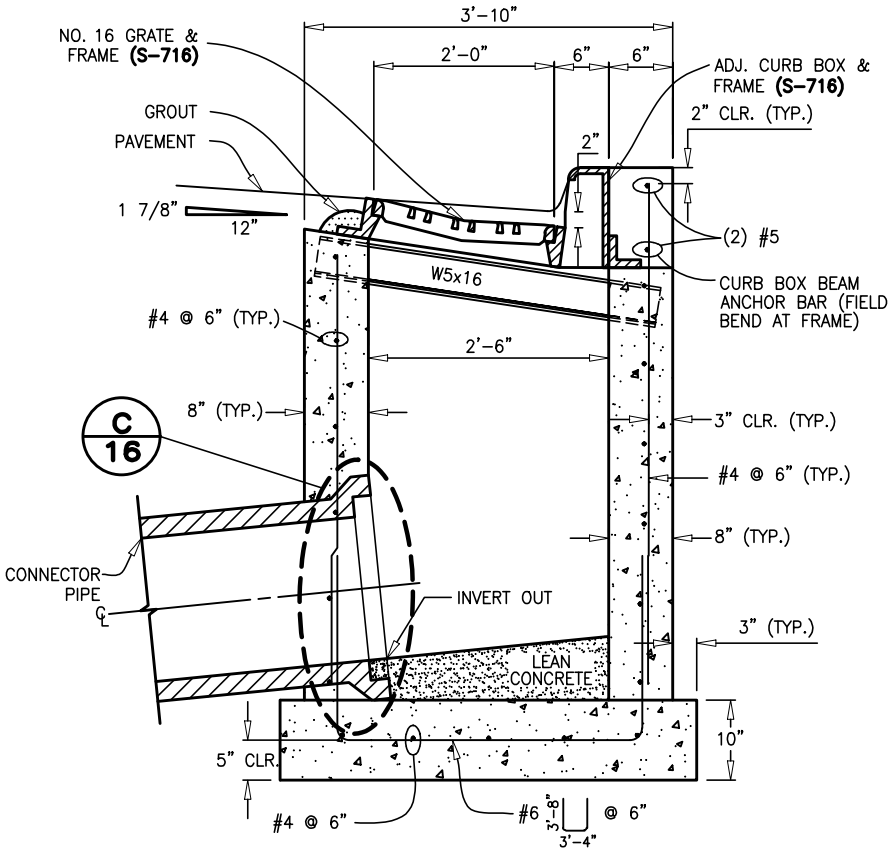


PLAN
NO SCALE



A SECTION
NO SCALE

09/03/2024 01/01/2023 REVISIONS	city of PUEBLO colorado	INLET, TYPE 16 (1 OF 6) PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SW5.1 DRAWN BY: NLS CHECKED BY: JS APPROVED BY: JH

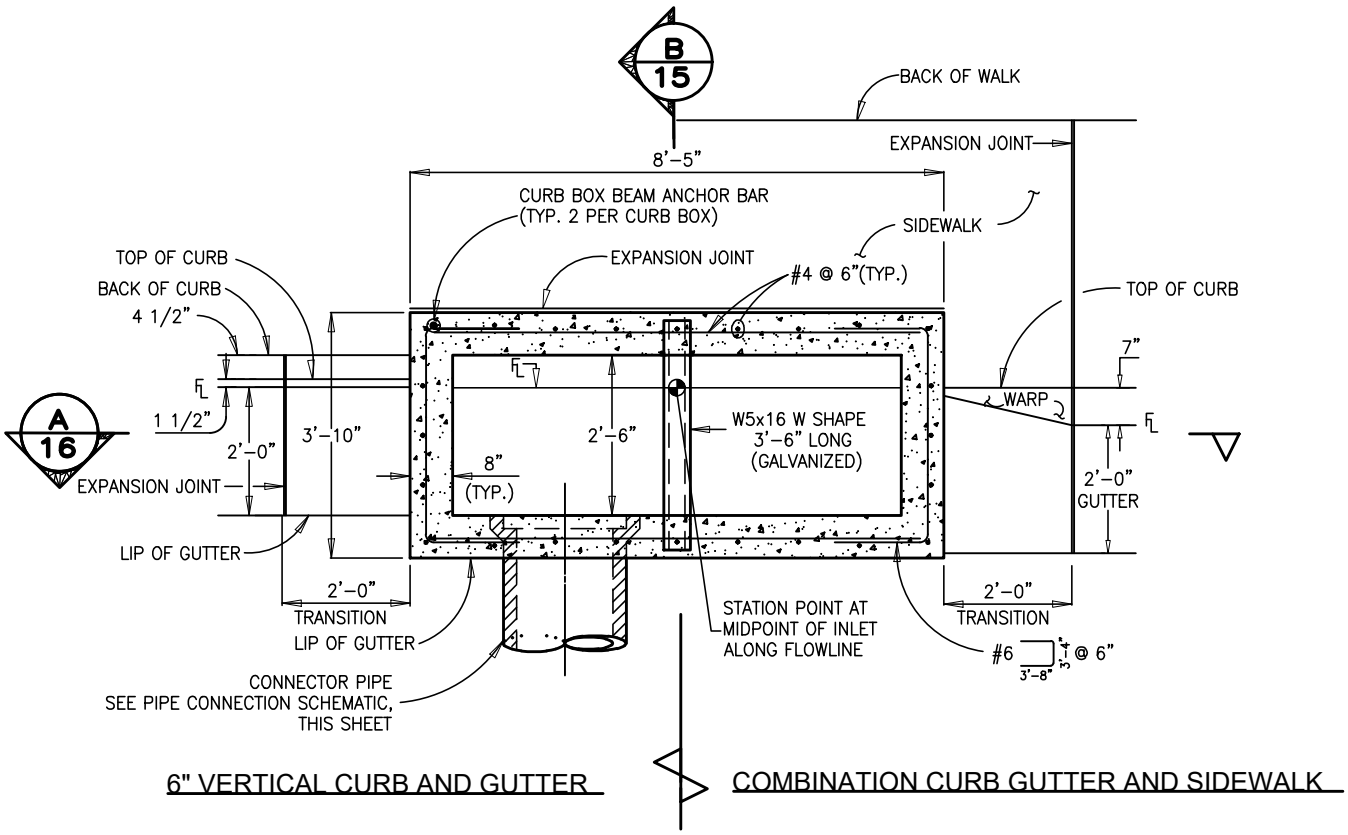


B SECTION (TYPICAL, ALL SIZES)
NO SCALE

SINGLE NUMBER 16 INLET NOTES:

1. FOR PAYMENT PURPOSES, INLET STRUCTURES SHALL ALSO INCLUDE 2'–0" CURB & GUTTER TRANSITION SECTION AT EACH END OF INLET PLUS SIDEWALK SECTIONS WHERE REQUIRED BEHIND INLET STRUCTURE AND TRANSITION SECTIONS.
2. SUB–GRADE SHALL BE 6–12" OF CLASS B BEDDING COMPACTED PER COP STANDARD CONSTRUCTION SPECIFICATIONS, ON SUITABLE, UNDISTURBED MATERIAL. IF SUBGRADE IS UNSUITABLE, THE SUBGRADE SHALL BE OVEREXCAVATED AND STABILIZED WITH CLASS B BEDDING PER COP STANDARD CONSTRUCTION SPECIFICATIONS.
3. FLOOR SLOPE MAY BE POURED MONOLITHIC WITH BASE.
4. Sc = SLOPE OF CONNECTOR = 2% MIN.
5. UNLESS OTHERWISE SPECIFIED ON THE DRAWINGS OR OTHERWISE APPROVED, ALL NO. 16 INLETS SHALL BE CONSTRUCTED WITH AN ADJUSTABLE CAST IRON CURB BOX (S–716).
6. DESIGN CONDITIONS FOR INLET ALLOWS DEPTHS OF 12'–0" (MAX). FOR INLETS MORE THAN 12'–0" FEET IN DEPTH, SHOP DRAWINGS AND DESIGN ANALYSIS SHALL BE SUBMITTED FOR APPROVAL.
7. ALL REINFORCING STEEL SHALL BE ASTM, A–615, GRADE 60 DEFORMED BARS. DIAMETER OF BEND MEASURED ON THE INSIDE OF THE BAR SHALL BE A MINIMUM OF 6 BAR DIAMETER.
8. ALL SHALL CONFORM TO AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 8TH EDITION, 2017.
9. NO FORMWORK SHALL WORK REMAIN INSIDE STRUCTURE WHEN COMPLETE.
10. CONCRETE MIX FOR GUTTER AND ANY ADDED STREET PANELS SHALL MEET CLASS 2 REQUIREMENTS FOR SULFATE RESISTANCE IN ACCORDANCE WITH CDOT STANDARD 601.04 ON STREETS WHERE MAGNESIUM CHLORIDE CHEMICAL DEICERS ARE APPLIED. REFER TO COP STANDARD CONSTRUCTION SPECIFICATIONS FOR REQUIREMENTS FOR SULFATE RESISTANCE IN CONCRETE EXPOSED TO EARTH.
11. SPLICING OF REINFORCING STEEL SHALL BE PERMITTED ONLY WHERE DETAILED IN DRAWINGS.
12. INLET WALLS SHALL BE FORMED BOTH INSIDE AND OUTSIDE CASTING OF SIDEWALLS AGAINST EARTH IS NOT PERMITTED.
13. LEAN CONCRETE FILL TO BE F'C = 2000 PSI. INLET STRUCTURE, LID, STREET CURB AND GUTTER, AND PAVEMENT TO BE F'C = 4,500 PSI, MAX W/CM = 0 45 AND AIR ENTRAINED 5% TO 8% F'C = 28 DAY COMPRESSIVE STRENGTH REQUIREMENT FOR MIX DESIGN, FIELD ACCEPTANCE.
14. FOR THROUGH STRUCTURES, BENCHES MUST COME TO TOP OF PIPE.
15. NO CORNER PENETRATIONS ON STRUCTURE.
16. SEE COP STANDARD CONSTRUCTION SPECIFICATIONS STORM INLETS SECTION FOR MORE INFORMATION. USE OF THIS DETAIL WITHOUT SPECIFICATIONS SHALL BE CONSIDERED NON–COMPLIANT.
17. SEE SW5.4 FOR REBAR PLACEMENT AT WALL PENETRATION DETAIL.

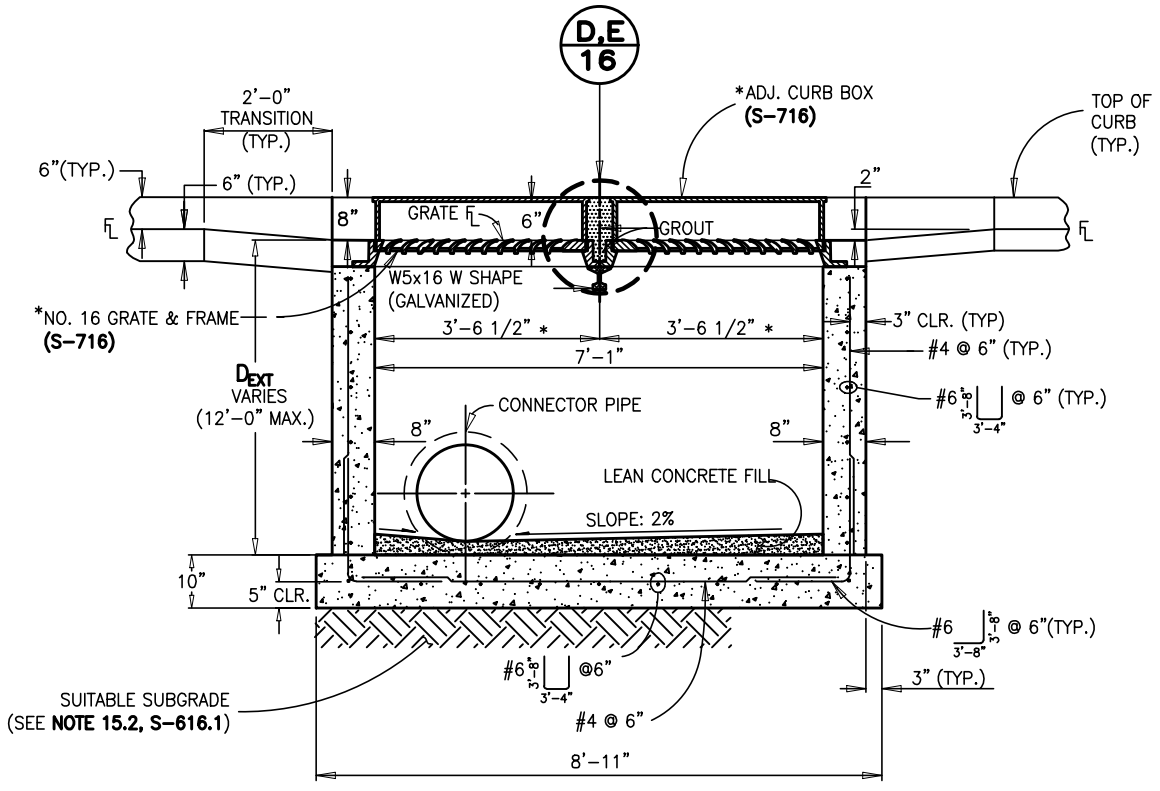
	city of PUEBLO colorado	INLET, TYPE 16 (2 OF 6)	SW5.2
09/03/2024		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: NLS CHECKED BY: JS APPROVED BY: JH
01/01/2023			
REVISIONS			



6" VERTICAL CURB AND GUTTER

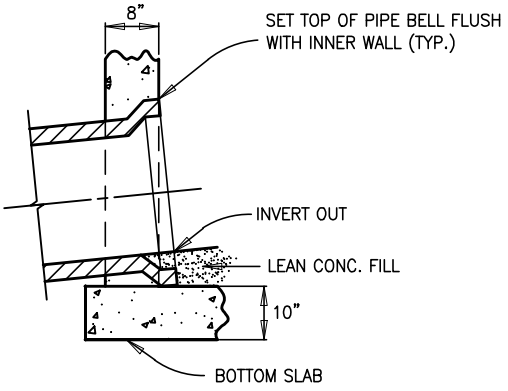
COMBINATION CURB GUTTER AND SIDEWALK

PLAN
NO SCALE

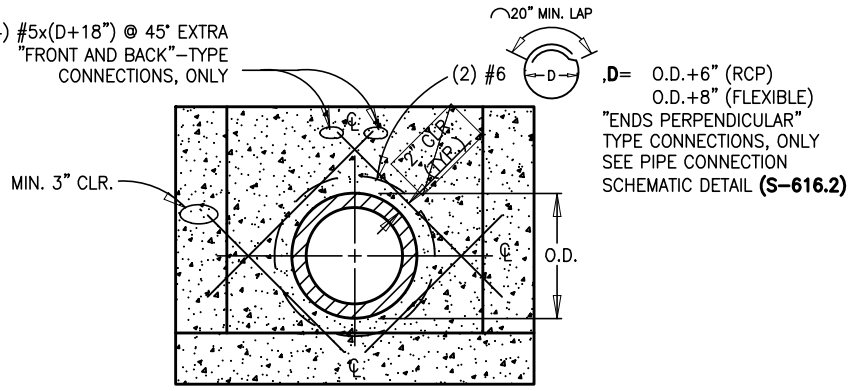


A SECTION
NO SCALE

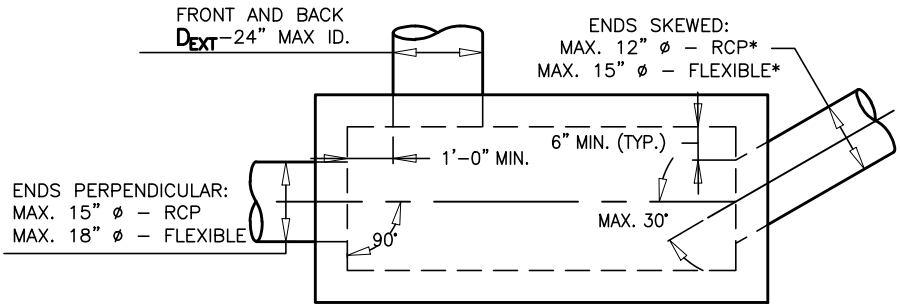
09/03/2024 01/01/2023 REVISIONS	city of PUEBLO colorado	INLET, TYPE 16 (3 OF 6) PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SW5.3 DRAWN BY: NLS CHECKED BY: JS APPROVED BY: JH



C DETAIL - CONNECTOR OUTLET
NO SCALE



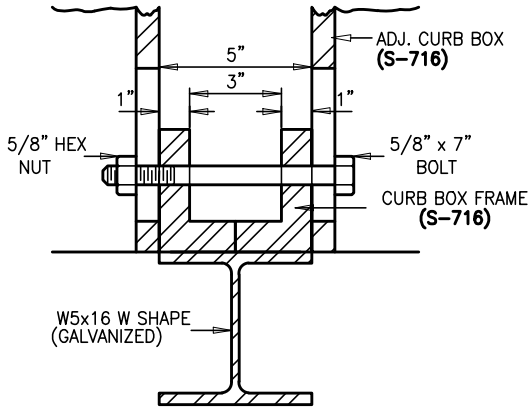
DETAIL - REBAR PLACEMENT AROUND CONNECTOR PIPE
NO SCALE



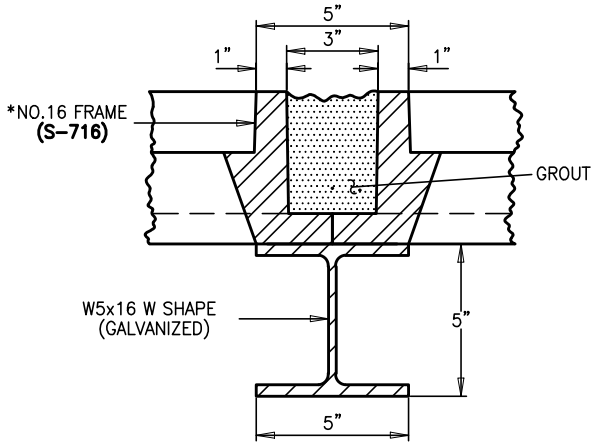
*ANGLED CONNECTIONS REQUIRE CITY APPROVAL.

PIPE CONNECTION SCHEMATIC (NO. 16 INLET)

THIS DIAGRAM IS PROVIDED FOR GENERAL GUIDANCE ONLY. THE DESIGNER IS RESPONSIBLE FOR VERIFYING PROJECT SPECIFIC GEOMETRY.



D DETAIL - PLACEMENT OF ADJ. CURB BOX ON SUPPORT RAIL (TYP.)
NO SCALE



E DETAIL - FRAME PLACEMENT ON SUPPORT RAIL (TYP.)
NO SCALE

DOUBLE NUMBER 16 INLET NOTES:

16.1 SEE DETAIL SPECIFICATIONS SECTION 11.05 STORM INLETS FOR MORE INFORMATION. USE OF THIS DETAIL WITHOUT SPECIFICATIONS SHALL BE CONSIDERED NON–COMPLIANT.

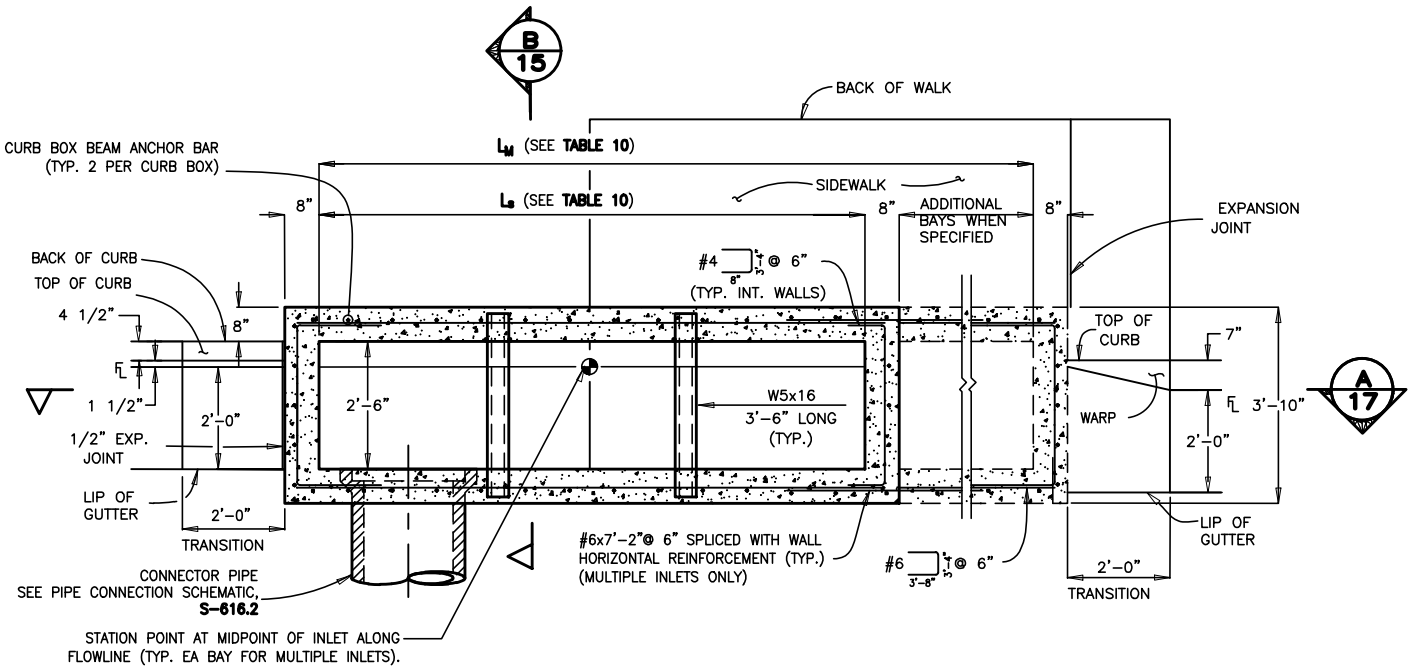
16.2 SEE GENERAL NOTES ON **S–616.1.**

16.3 EXPANSION JOINT MATERIAL SHALL BE PLACED FULL DEPTH OF THE CURB AND GUTTER, SIDEWALK, CONCRETE PAVEMENT, AS APPLICABLE. THE TOP PORTION OF THE JOINT SHALL BE SEALED WITH SILICONE SEALANT.

16.4 SEE **S–616.1** FOR REBAR PLACEMENT AT WALL PENETRATION DETAIL.

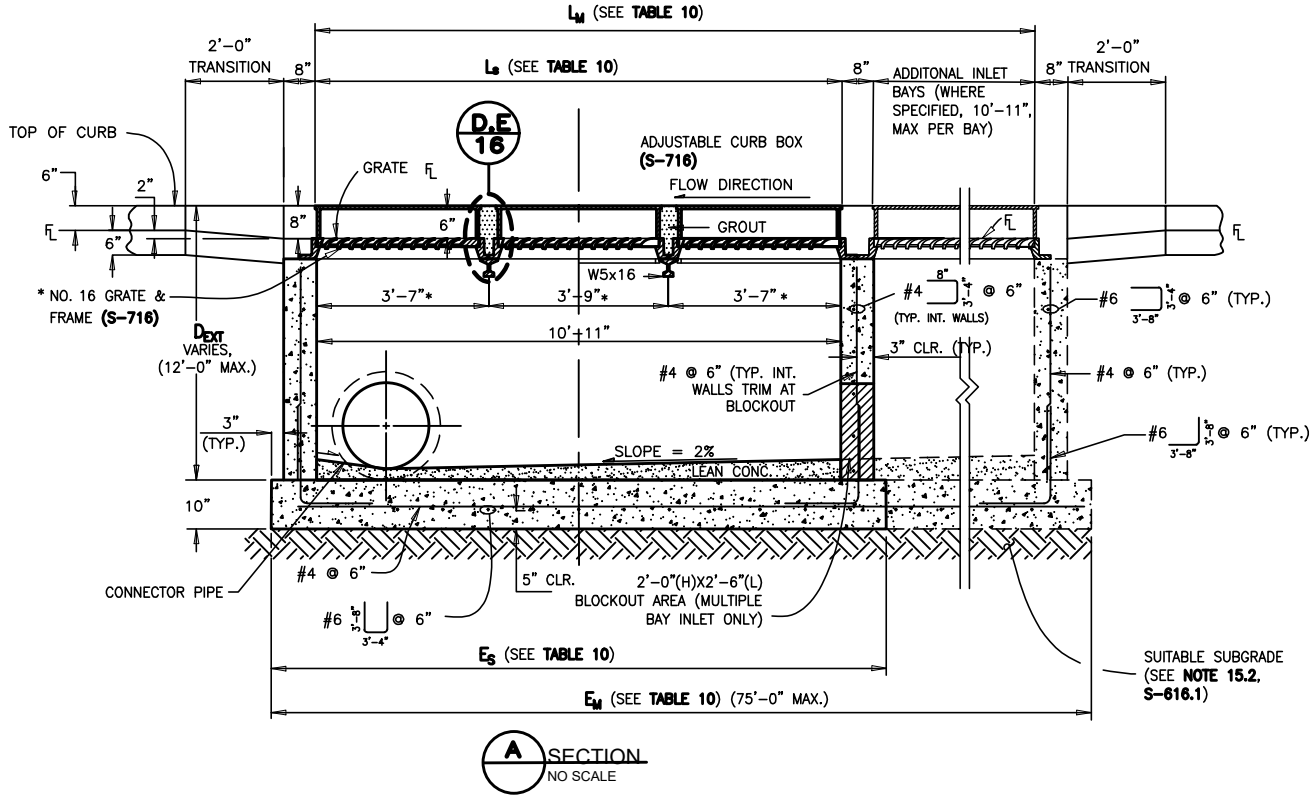
* STANDARD DETAIL **S–716** APPLIES TO ALL OF THE GRATE & FRAME GEOMETRIC DIMENSIONS FOR THE DOUBLE NUMBER 16 INLET EXCEPT FOR THE FRAME LENGTH. FRAME FRAME LENGTH SHOULD BE MANUFACTURED FOR THE DIMENSIONS CALLED OUT ON THIS SHEET.

	city of PUEBLO colorado	INLET, TYPE 16 (4 OF 6)	SW5.4
09/03/2024		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: NLS CHECKED BY: JS APPROVED BY: JH
01/01/2023			
REVISIONS			



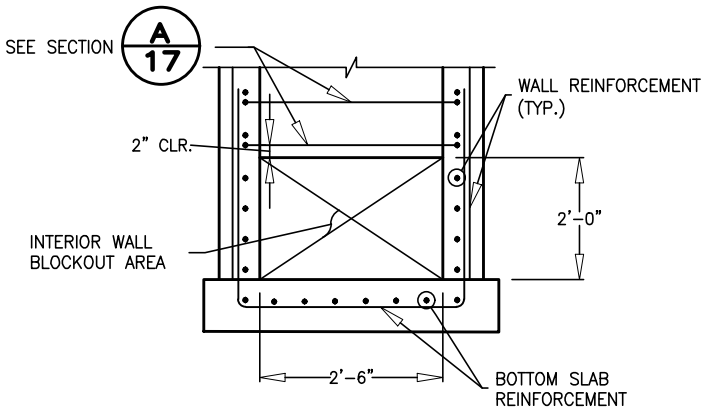
6" VERTICAL CURB AND GUTTER — COMBINATION CURB GUTTER AND SIDEWALK

PLAN
NO SCALE



A SECTION
NO SCALE

09/03/2024 01/01/2023 REVISIONS	city of PUEBLO colorado	INLET, TYPE 16 (5 OF 6)	SW5.5
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: NLS CHECKED BY: JS APPROVED BY: JH



DETAIL - TYPICAL INTERIOR WALL BLOCK-OUT

NO SCALE

TRIPLE NUMBER 16 INLET NOTES:

17.1 SEE WCPM STANDARD CONSTRUCTION SPECIFICATIONS SECTION 11.05 STORM INLETS FOR MORE INFORMATION. USE OF THIS DETAIL WITHOUT SPECIFICATIONS SHALL BE CONSIDERED NON-COMPLIANT.

17.2 SEE GENERAL NOTES ON **S-616.1**

17.3 EXPANSION JOINT MATERIAL SHALL BE PLACED FULL DEPTH OF THE CURB AND GUTTER, SIDEWALK, CONCRETE PAVEMENT, AS APPLICABLE. THE TOP PORTION OF THE JOINT SHALL BE SEALED WITH SILICONE SEALANT.

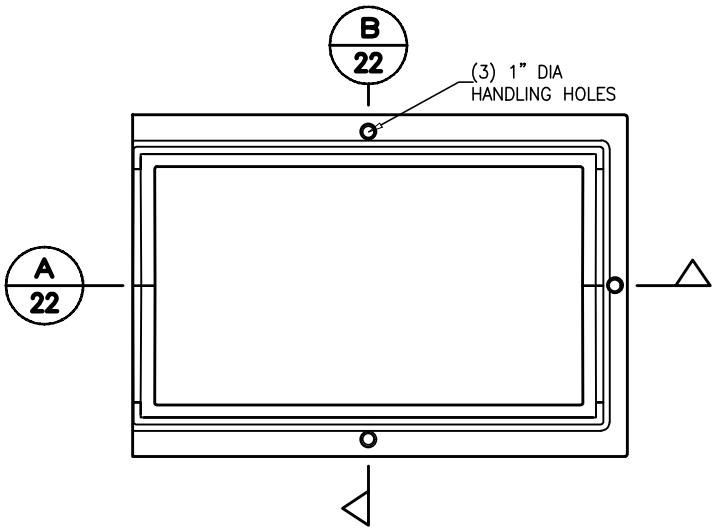
17.4 SEE **S-616.2** FOR REBAR PLACEMENT AROUND CONNECTOR PIPE.

* STANDARD DETAIL **S-716** APPLIES TO ALL OF THE GRATE & FRAME GEOMETRIC DIMENSIONS FOR THE TRIPLE NUMBER 16 INLET EXCEPT FOR THE FRAME LENGTH. FRAME LENGTH SHOULD BE MANUFACTURED FOR THE DIMENSIONS CALLED OUT ON THIS SHEET.

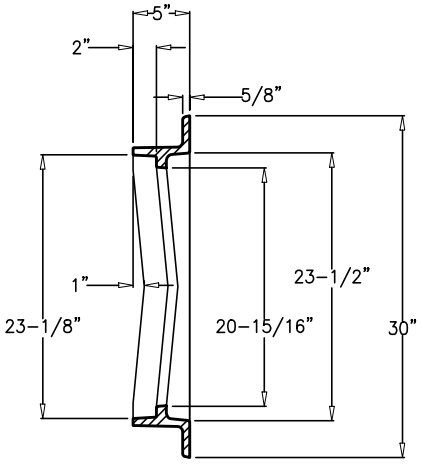
TABLE 10. NO. 16 TOTAL INLET LENGTH

INLET CONFIGURATION	L_S OR L_M INLET LENGTH	▨ E_S OR E_M TOTAL BOTTOM SLAB LENGTH
TRIPLE NO. 16	10'-11"	12'-9"
NO. 16 3-3-2 (EXAMPLE CONFIGURATION)	10'-11", 10'-11", 7'-1"	32'-1"
NO. 16 __-__-__ (CONFIGURATION TEMPLATE)	L_S, L_S, L_S	=3"+8"+L_S+8"+L_S+8"+L_S+8"+3"

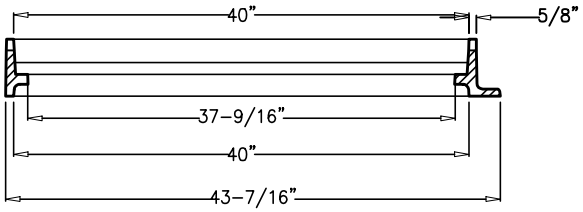
▨ MAX. BOTTOM SLAB LENGTH = 75'-0"



FRAME TOP VIEW

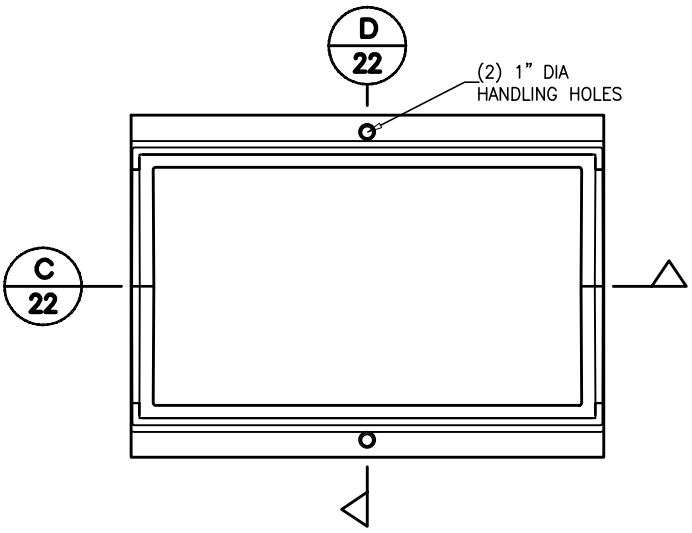


B FRAME SECTION

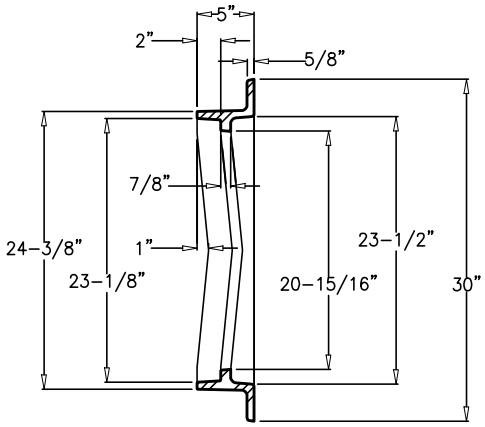


A FRAME SECTION

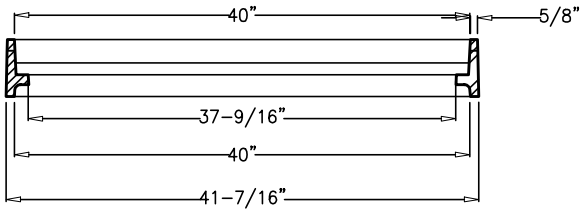
NO. 16 INLET FRAME - RIGHT OR LEFT
NO SCALE



FRAME TOP VIEW



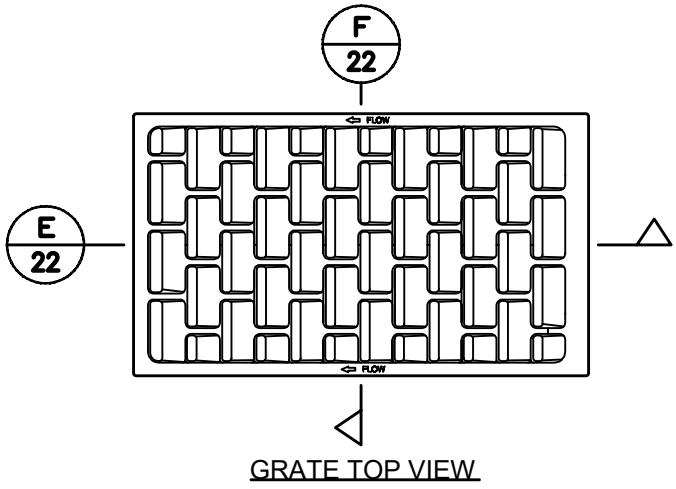
D FRAME SECTION



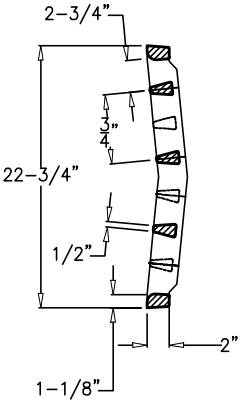
C FRAME SECTION

NO. 16 INLET FRAME - CENTER
NO SCALE

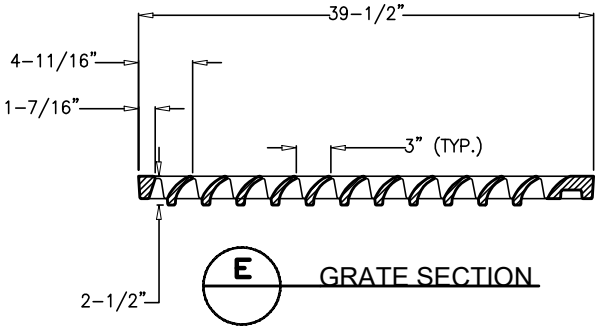
09/03/2024 01/01/2023 REVISIONS	city of PUEBLO colorado	GRATE & FRAME - ADJUSTABLE CURB BOX (1 OF 2) PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SW6.1 DRAWN BY: NLS CHECKED BY: JS APPROVED BY: JH



GRATE TOP VIEW



F GRATE SECTION

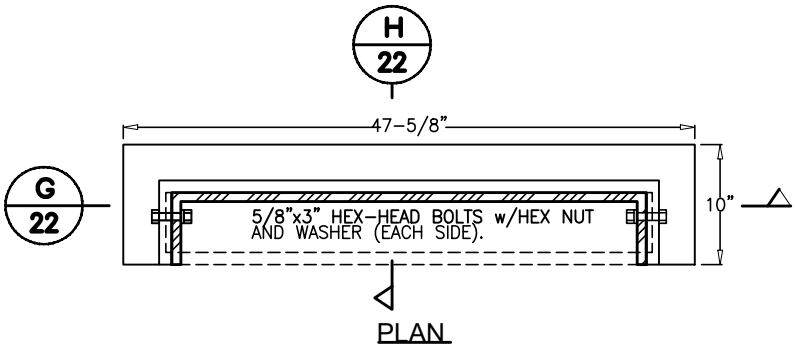


E GRATE SECTION

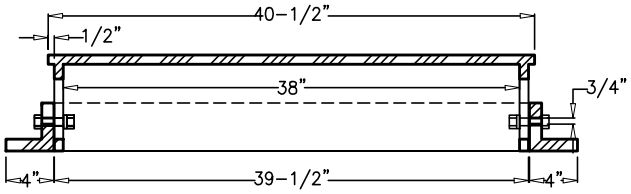
NO. 16 INLET GRATE
NO SCALE

GRATE & FRAME NOTES:

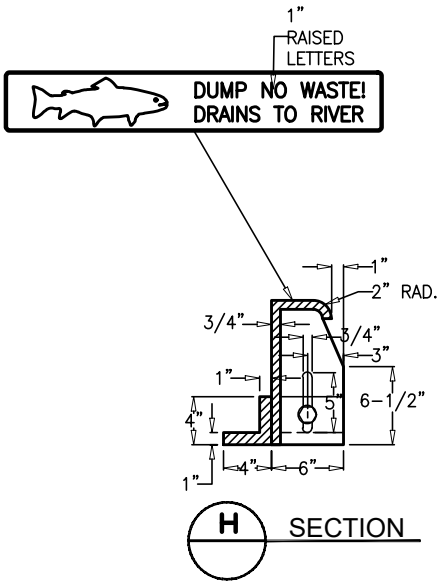
1. CAST IRON SHALL CONFORM TO ASTM A48 (CLASS 35B, MINIMUM).
2. CASTINGS SHALL COMPLY WITH FEDERAL SPECIFICATION RR-F-621D FOR CASTING PROOF LOADING (HEAVY DUTY).
3. ALL CASTINGS REQUIRE INDIVIDUAL APPROVAL/CERTIFICATION FROM THIS DIVISION.
4. CASTINGS SHALL NOT BE DIPPED OR PAINTED PRIOR TO FINAL INSPECTION, ONCE INDIVIDUAL CASTINGS ARE CHECKED, AND APPROVED BY THE DIVISION FOR PROJECT USAGE, THEY SHALL BE COATED WITH AN APPROVED MATERIAL.



PLAN



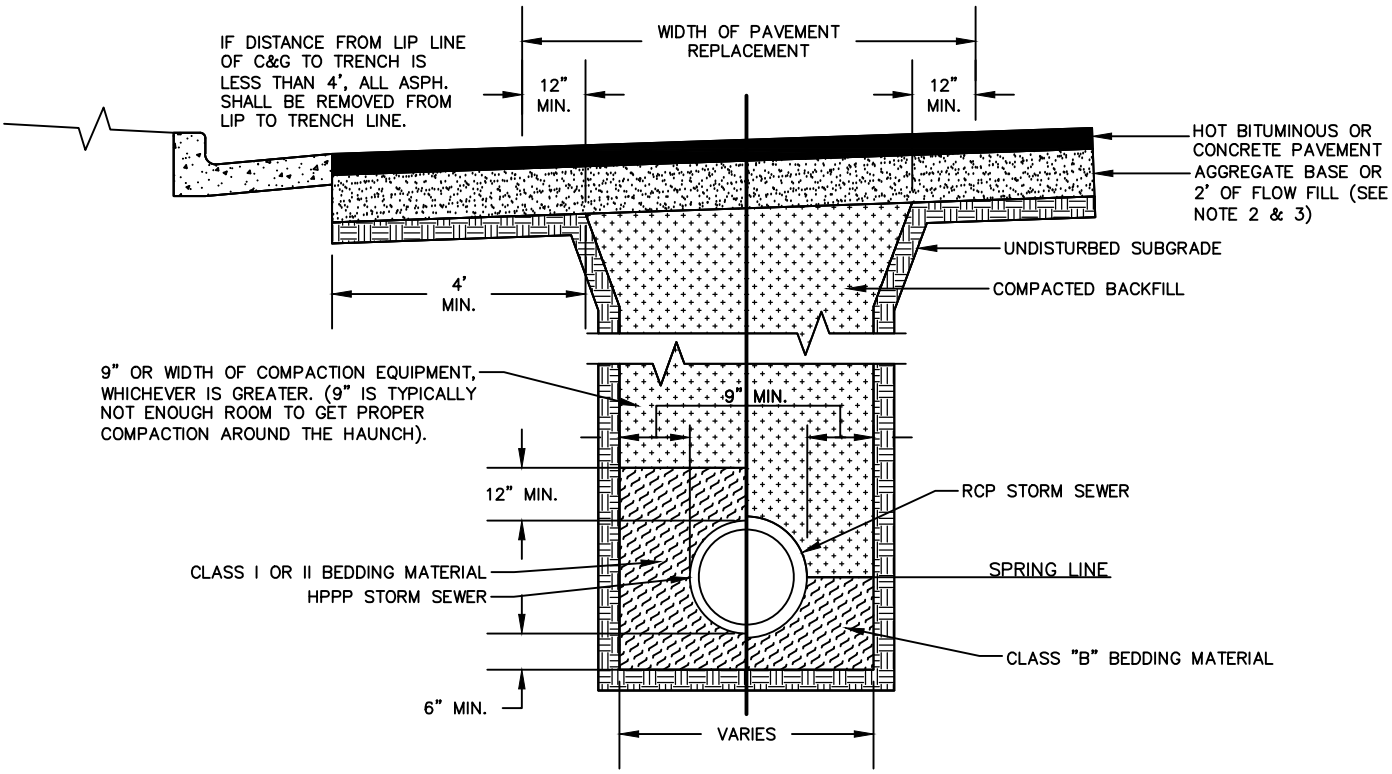
G SECTION



H SECTION

ADJUSTABLE CURB BOX
(MINIMUM CURB OPENING AREA = 150 in2)
NO SCALE

09/03/2024 01/01/2023 REVISIONS	city of PUEBLO colorado	GRATE & FRAME - ADJUSTABLE CURB BOX (2 OF 2) PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SW6.2 DRAWN BY: NLS CHECKED BY: JS APPROVED BY: JH



TRENCH DETAIL FOR STORM SEWER
SCALE 1" = 3'-0"

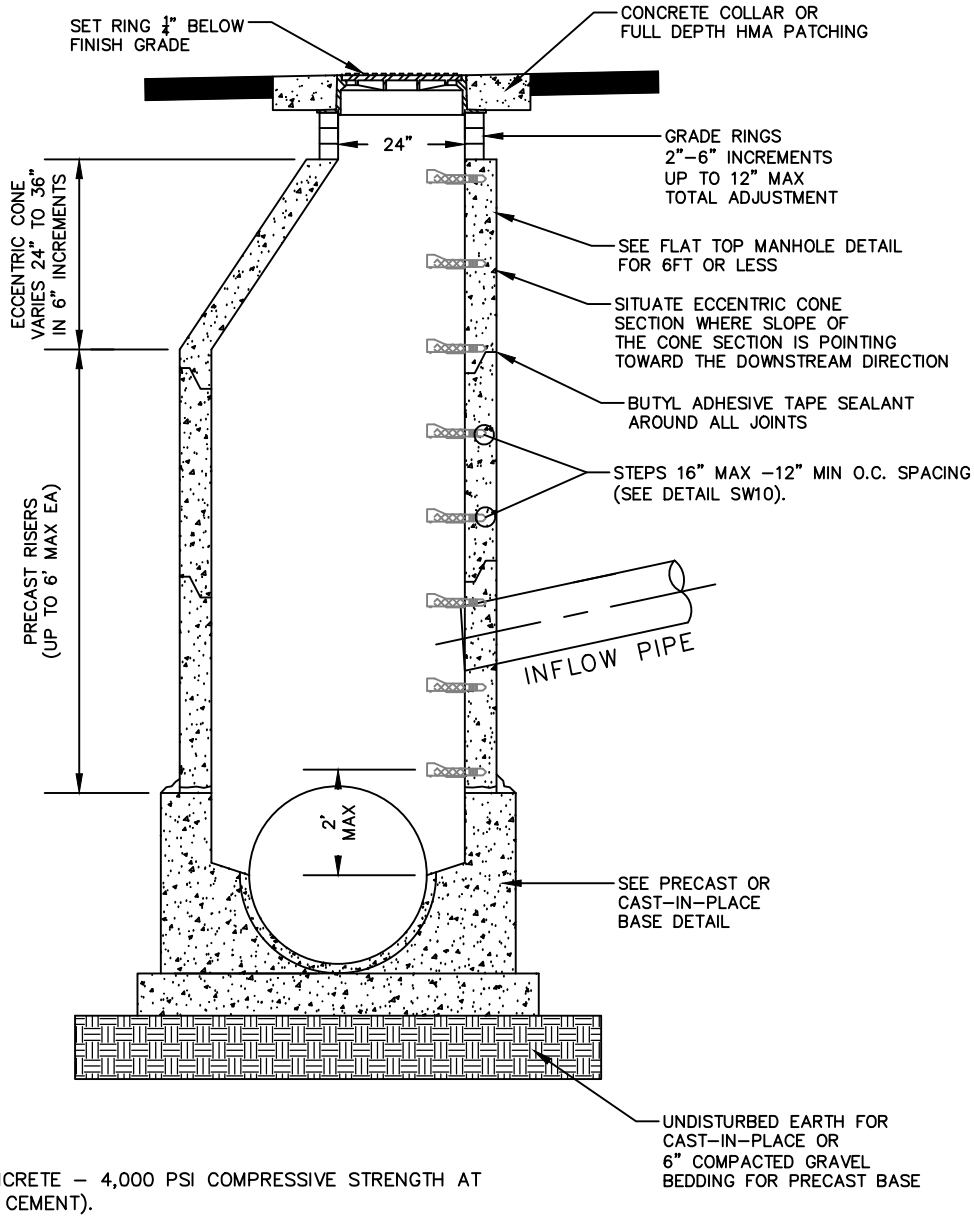
1. ALL TRENCHES SHALL BE ADEQUATELY SUPPORTED AND THE SAFETY OF WORKERS PROVIDED FOR AS REQUIRED BY THE MOST RECENT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION".

2. NEW STREETS SHALL COMPLY WITH THE CITY OF PUEBLO'S PAVEMENT DESIGN CRITERIA FOR PAVEMENT AND AGGREGATE THICKNESS FOR EACH ROADWAY CLASSIFICATION (TABLE 3-1).

3. EXISTING STREETS SHALL COMPLY THE CITY OF PUEBLO'S PAVEMENT DESIGN CRITERIA FOR PAVEMENT THICKNESS (TABLE 3-1) OR BE EQUAL TO EXISTING PAVEMENT THICKNESS WHICH EVER IS GREATER. 2 FOOT OF FLOWABLE FILL SHALL BE USED IN LIEU OF AGGREGATE BASE.

4. ON ALL STORM SEWER INSTALLATION, 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 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. AN ADDITIONAL COMPACTION TEST IS REQUIRED FOR EACH INLET AND LATERAL AND MAY BE TAKEN ALONG THE PIPE OR AR THE INLET AT THE DISCRETION OF THE CITY. SEE 12.3.12 FOR FURTHER GUIDANCE & REQUIREMENTS.

	city of PUEBLO colorado	STORM SEWER TRENCH	SW7
09/03/2024		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION	DRAWN BY: NLS
01/01/2023		211 EAST "D" ST. PUEBLO, CO 81003	CHECKED BY: JS
REVISIONS		(719) 553-2295 PHONE	APPROVED BY: JH



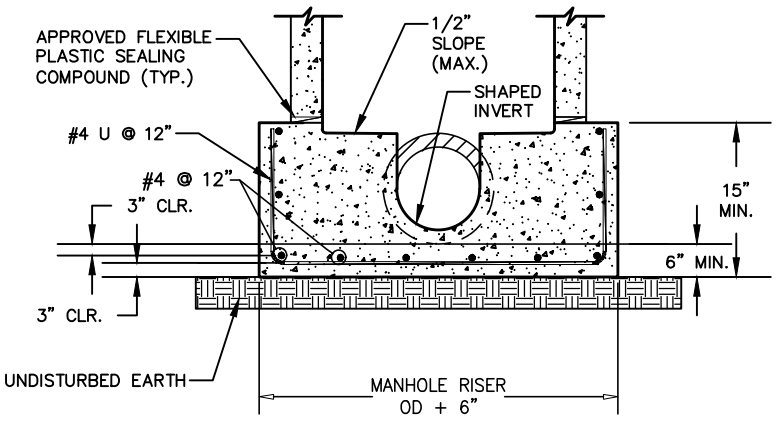
NOTES:

1. DESIGN CRITERIA: CONCRETE – 4,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS (TYPE II–V CEMENT).
2. PROVIDE ECCENTRIC CONES FOR ALL MANHOLES GREATER THAN SIX FEET (6') DEEP, AND FLAT TOPS FOR MANHOLES SIX FEET (6') OR LESS.
3. FOR PIPE INVERT ELEVATIONS SEE PLAN AND PROFILE SHEETS.
4. STEPS SHALL BE REQUIRED WHEN THE MANHOLE DEPTH EXCEEDS 3 FT 6 IN. SEE CITY OF PUEBLO MANHOLE/INLET STEP DETAIL FOR STEP SPECIFICATIONS.
5. MANHOLE STEPS SHALL NOT BE INSTALLED OVER THE FLOW CHANNEL.
6. FOR DEPTHS GREATER THAN 20' (RIM TO INVERT) SHOP DRAWINGS, CALCULATIONS OF WALLS, TOP AND BOTTOM SLABS SHALL BE SUBMITTED.
7. DESIGN ENGINEER OR PROJECT ENGINEER MAY INCREASE MANHOLE SIZE FOR SPECIAL DESIGN CONSIDERATIONS.
8. 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).
9. ALL PIPE PENETRATIONS SHALL BE AN APPROVED FLEXIBLE CONNECTION, MECHANICAL SEAL, WATER STOP, OR NON–SHRINK GROUT TO REDUCE INFILTRATION AND EXFILTRATION. WHEN GROUTING IS NECESSARY AT A WATER STOP CONNECTION, NON–SHRINK GROUT SHALL SHALL BE USED.

STORM DRAIN DIAMETER (INCHES)	MANHOLE DIAMTER (FEET)
15 TO 18	4
>18 TO <42	5
42 TO 54	6
LARGER THAN 54	APPROPRIATE MANHOLE SIZE FROM CDOT STANDARD PLAN NO. M–604–20

MANHOLE DROP REQUIREMENT	
HORIZONTAL DEFLECTION ANGLE OF SEWER PIPE AT MANHOLE	MINIMUM DROP(FT)
0°	0.10
0° & 45°	0.20
45°TO 90°	0.30

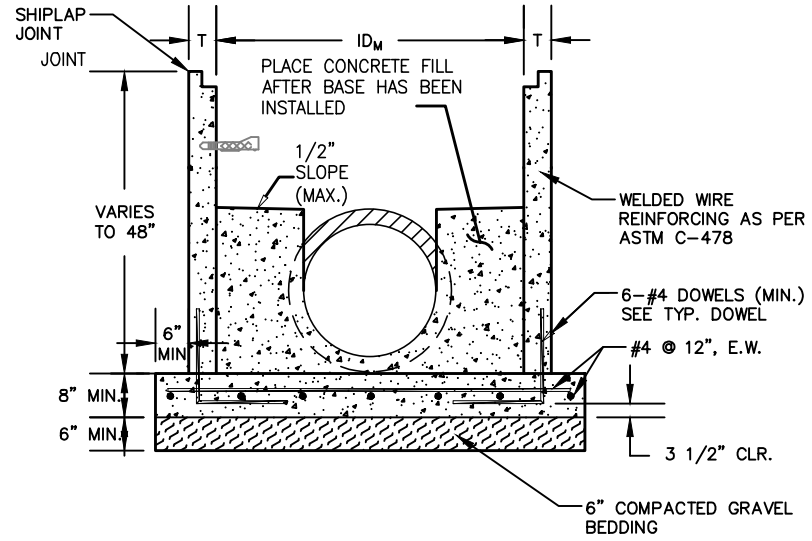
	city of PUEBLO colorado	STORM MANHOLE	SW8
09/03/2024		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION	DRAWN BY: NLS
01/01/2023		211 EAST "D" ST. PUEBLO, CO 81003	CHECKED BY: JS
REVISIONS		(719) 553-2295 PHONE	APPROVED BY: JH



CAST–IN–PLACE MANHOLE BASE NOTES:

1. GROUTED FLOW CHANNELS AND INVERTS MAY BE FORMED BY SHAPING WITH LEAN CONCRETE (f'c=2,000 PSI MIN.), ALL OTHER CONCRETE SHALL BE MIN f'c=4,000 PSI.
2. REINFORCING IS REQUIRED FOR ALL MANHOLE BASES.
3. SLOPE MANHOLE BENCH 1/2" MAXIMUM TOWARD FLOW CHANNEL.
4. ALL MANHOLES TO BE PLACED ON SUITABLE SUBGRADE MATERIAL. IF SUBGRADE CONDITIONS WARRANT, UNSUITABLE FOUNDATION MATERIAL SHALL BE OVEREXCAVATED, & SELECT SUBGRADE WILL BE PLACED.
5. CONCRETE TO CONCRETE DONE WITHOUT THE PLASTIC SEALING COMPOUND FOR STORM SEWER WILL BE AT THE DISCRETION OF THE CITY.
6. ALL PRECAST RISER SECTIONS, CONES, GRADE RINGS, ETC. SHALL CONFORM TO THE LATEST REVISION OF ASTM C–478, STANDARD SPECIFICATIONS FOR CIRCULAR PRECAST REINFORCED CONCRETE MANHOLE SECTIONS.
7. NO MODIFICATIONS TO A CAST–IN–PLACE MANHOLE WILL BE ACCEPTED ONCE CAST.

CAST–IN–PLACE MANHOLE BASE
NO SCALE

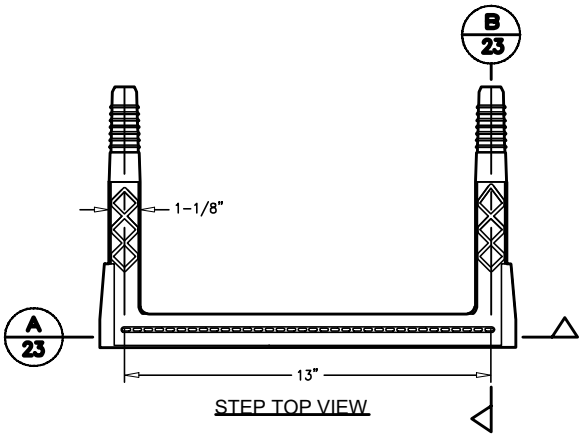


PRECAST MANHOLE BASE NOTES:

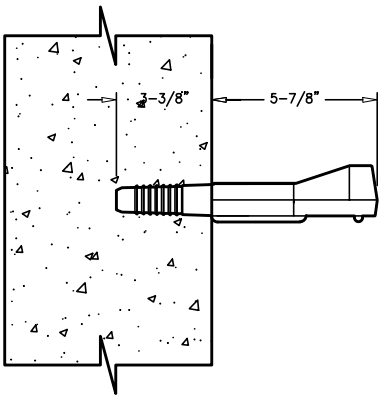
1. THE BASE SLAB SHALL BE POURED MONOLITHICALLY WITH BOTTOM RISER SECTION.
2. PRECAST MANHOLE BASES SHALL FIT THE CONDITIONS AND LOCATIONS FOR WHICH THEY ARE INTENDED WITHOUT ANY FIELD MODIFICATIONS. ANY MANHOLE BASE WHICH REQUIRES FIELD CUTTING OR MODIFICATION IN ORDER TO FIT THE LOCATIONS INTENDED SHALL BE REJECTED BY THE CITY AND REMOVED AT NO COST TO THE CITY.
3. PRECAST MANHOLES CANNOT BE SHIPPED PRIOR TO 5 DAYS POST CASTING, AND CANNOT BE INSTALLED PRIOR TO 7 DAYS POST CASTING.

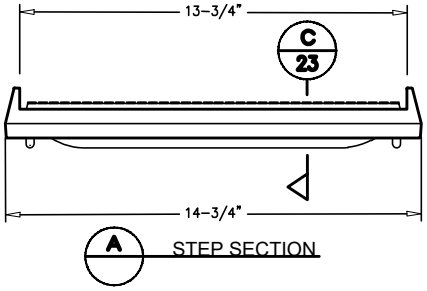
PRECAST MANHOLE BASE
NO SCALE

09/03/2024 01/01/2023 REVISIONS	city of PUEBLO colorado	STORM MANHOLE BASES PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SW9 DRAWN BY: NLS CHECKED BY: JS APPROVED BY: JH

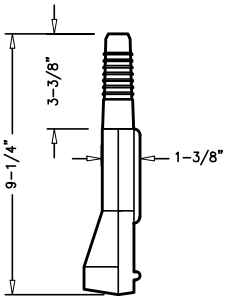


STEP TOP VIEW

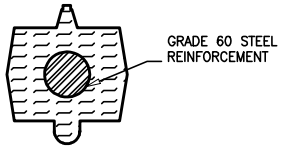




STEP SECTION



B STEP SECTION

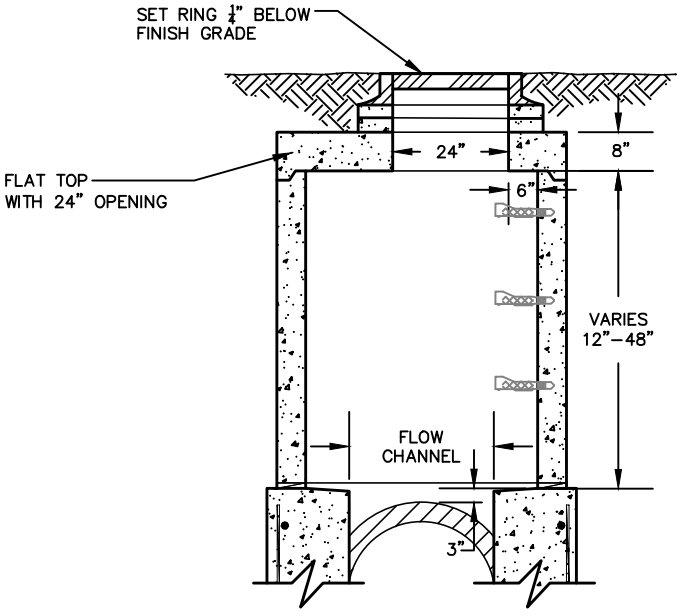


C STEP CROSS-SECTION

NOTES:

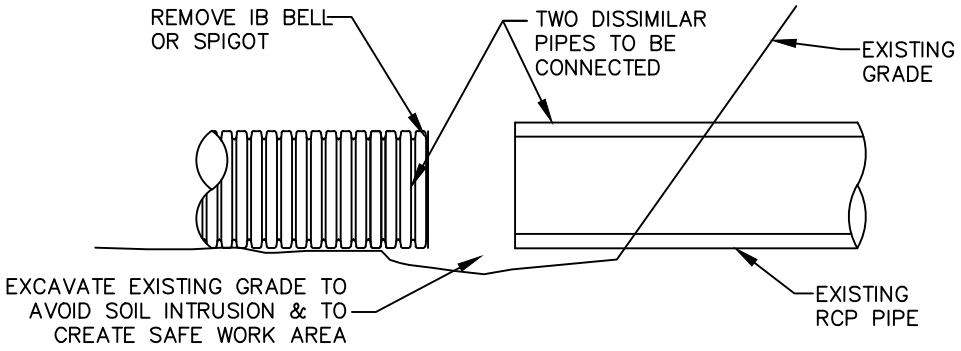
1. ASTM SPECIFICATIONS:
   - 1.1. ASTM C-478 (MANHOLE STEPS AND LADDERS)
   - 1.2. ASTM A-615 GRADE 60 (STEEL REBAR)
   - 1.3. ASTM 4101 (POLYPROPYLENE)
2. STEPS SHALL BE INSTALLED BY THE "PRESS-FIT" METHOD UTILIZING A SPECIALLY TAPERED PIN TO FORM THE INSERT HOLE AS SHOWN. FOLLOWING MANUFACTURER'S RECOMMENDED PROCEDURE AND SHALL NOT BE GROUTED IN PLACE.
3. INSTALLED STEPS SHALL BE CAPABLE OF WITHSTANDING A PULL OUT FORCE OF 2500 LB. PER LEG FOR A MINIMUM PERIOD OF TWO MINUTES.
4. PINS MUST BE SMOOTH AND CONTINUOUSLY TAPERED. W.M.D. INSTALLATIONS REQUIRE A MATCHED COMBINATION OF A TAPERED INSERT PIN AND MANHOLE STEP, AS RECOMMENDED OR REQUIRE BY SPECIFIC MANUFACTURE OF THE STEP TO BE USED.
5. THIS STEP CAN ALSO BE USED IN TOE POCKET INSTALLATIONS PROVIDED 5" TOE CLEARANCE IS ALLOWED. MANHOLE STEPS SHALL NOT BE INSTALLED OVER THE FLOW CHANNEL. THEY SHALL BE PLACED 12" MINIMUM OR 16" MAXIMUM IN STRAIGHT VERTICAL ALIGNMENT WITH THE BOTTOM STEP 8" ABOVE THE BENCH MINIMUM.

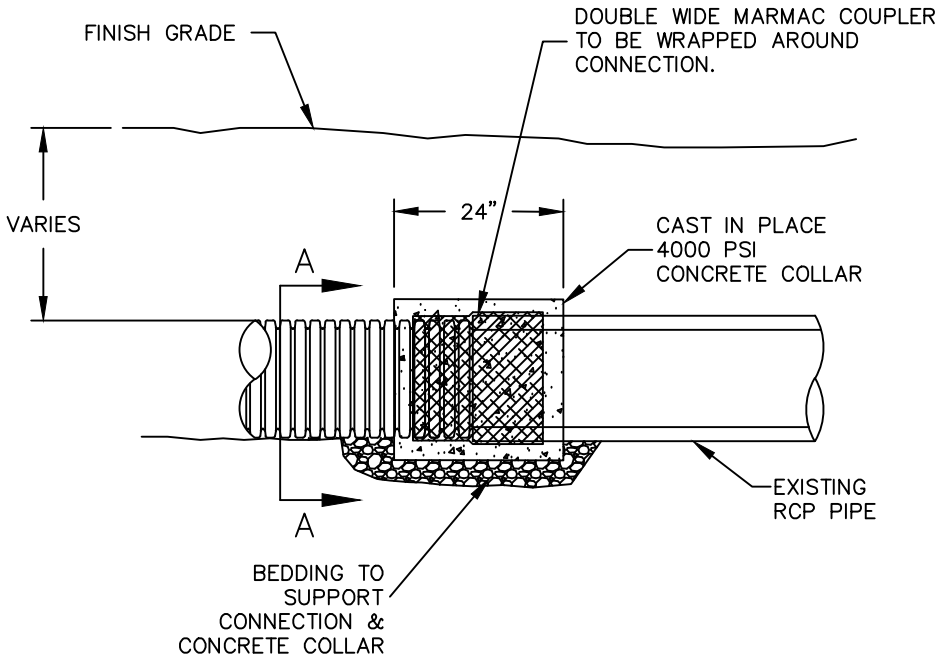
* STORM MANHOLES ONLY. NO STEPS IN SANITARY SEWER MANHOLES.

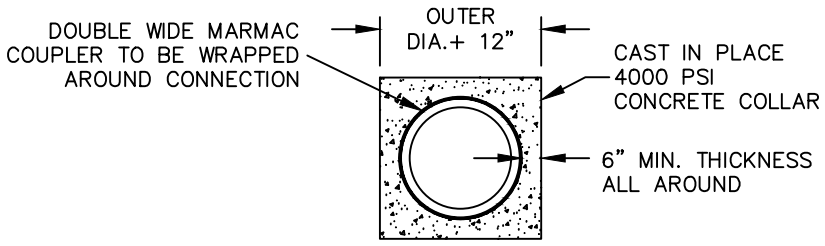


FLAT TOP WITH ECCENTRIC OPENING
NO SCALE

09/03/2024 01/01/2023 REVISIONS	city of PUEBLO colorado	MANHOLE STEPS & FLAT TOP SECTION PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SW10 DRAWN BY: NLS CHECKED BY: JS APPROVED BY: JH







SECTION "A–A"

DISSIMILAR PIPE CONNECTION DETAIL

09/03/2024 01/01/2023 REVISIONS	city of PUEBLO colorado	STORM PIPE DISSIMILAR CONNECTION PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	SW11 DRAWN BY: NLS CHECKED BY: JS APPROVED BY: JH

Summary of changes

2026 Standard Construction Specifications

Abbreviations

- Add PROWAG – Public Right-of-Way Accessibility Guidelines

Article 4 – Concrete

- Section 4.2.1.8 Added the allowance of a polyurethane expansion joint material
- Section 4.3.7.2 Added a section to allow slip form paving equipment to be used
- Section 4.3.18 Specific Construction Types – Add following sentence: “Monolithic construction methods for curb ramps is not allowed in the public Right-of-Way without prior approval of the City Engineer.”

Article 5 – Reinforcement for Structural Concrete

- none

Article 6 – Aggregate Base Course

- none

Article 7 – Earthwork

- Section 7.3.2.5 (e) Jacking, Boring, and Tunneling – Add the following sentence at the end of the paragraph, “No missile boring is allowed within the public Right-of-Way.”
- Section 7.3.2.6 (b) – Remove the entire last two sentences, “The plug shall be carefully removed, …, as it is returned to the core hole.”
- Section 7.3.2.6 (d) – Change to read, “All locate potholes will be restored with new hot asphalt paving materials to the thickness of the existing asphalt.”
- Section 7.3.2.6 (e) – Remove the first sentence beginning with, “In the event, …”; This will be changed to read, “For concrete plugs, repairs shall be made using a City approved 4,000-psi concrete mix.”
- Section 7.3.2.6 (f) – Remove “and tacked”.
- Section 7.3.16 – Add to first paragraph, “No missile boring is allowed within the public Right-of-Way.”

Article 8 – Pavement

- none

Article 9 – Traffic Control

- none

Article 10 – Landscaping

- none

Article 11 – Sanitary Sewer

- none

Article 12 – Storm Sewers

- none

Standard Details

- SD13 - Removed errant leader arrow for ½” Expansion Joint Material requirement.

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

City Clerk's Office Item # M18

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Executive Assistant to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF DR. KATHY DENIRO TO SERVE A FIVE-YEAR TERM EXPIRING FEBRUARY 1, 2031, ON THE PUEBLO URBAN RENEWAL AUTHORITY

SUMMARY:

This Resolution confirms the appointment by the Mayor of Dr. Kathy Deniro to serve a five-year term expiring February 1, 2031, on the Pueblo Urban Renewal Authority.

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to boards and commissions selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

BACKGROUND:

Due to the term expiration of Jeanette Garcia, there is one appointment available to serve a term on the Pueblo Urban Renewal Authority Board. The deadline for applications was December 29, 2025.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

ALTERNATIVES:

Remove from the agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

RESOLUTION NO. 16230

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF DR. KATHY DENIRO TO SERVE A FIVE-YEAR TERM EXPIRING FEBRUARY 1, 2031, ON THE PUEBLO URBAN RENEWAL AUTHORITY

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Dr. Kathy Deniro to the Pueblo Urban Renewal Authority; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Dr. Kathy Deniro to the Pueblo Urban Renewal Authority to serve a five-year term expiring February 1, 2031 shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: January 12, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E51823AE462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFEC3D43C...
CITY CLERK

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING THE 1ST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT BRO M086-096 (24927) FOR THE UNION AVENUE BRIDGE REPAIR PROJECT, DECREASING THE FUNDING FROM $125,625 TO $0 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves the 1st Amendment of an Intergovernmental Agreement ("IGA") between the City of Pueblo, a Colorado Municipal Corporation ("City") and the State of Colorado, Colorado Department of Transportation ("CDOT") relating to the Union Avenue Bridge Repairs Project by reducing the funding from $125,625.00 to $0.

PREVIOUS COUNCIL ACTION:

Ordinance 10179 (May 23, 2022) created project account CI2208 for Union Avenue Bridge Repair Project, approved an IGA between the City of Pueblo and CDOT in the amount of $100,500.00, transferred funds in the amount of $100,500.00 from Bridge Repairs project HUAN05 to CI2208, Union Avenue Bridge Repairs Project, and budgeted and appropriated total funding of $201,000.00.

BACKGROUND:

The Union Avenue Bridge, located between West B Street and Corona Avenue, spans across the Arkansas River, levee, pedestrian trail, Union Pacific Railroad (UPRR) and Burlington Northern & Santa Fe Railway (BNSF). It is nearly a century old, and near the end of its service lift. It was built in 1925, and has a combination of cast-in-place concrete tee-beams and steel deck trusses. Minor alterations have been made, dating back to 1988. Inspection reports determined that the overall bridge superstructure was rated as "poor," the deck and substructure were rated as "fair" and it had a status of

“structurally deficient” which highlights the importance to rehabilitate or replace the structure.

In 2022, the City of Pueblo was awarded an Off-System Bridge Program grant in the amount of $100,500.00 for the following improvements:

- Remove and replace broken/missing balusters
- Patch cracks/missing concrete in balusters and pedestrian rails
- Repair bridge sidewalk expansion joint plates
- Replace bridge sidewalk expansion joint plates
- Remove and replace or grind portions concrete sidewalk (tripping hazards)
- Repair outside face concrete bridge deck spalling
- Clean joint and replace strip seal
- Apply self-leveling concrete coating

The match requirement for the federally funded grant was 20% of the award for a total of $25,125.00. The City provided the required match plus an overmatch of $75,375.00 for a total match of $100,500.00.

The City went out to bid in 2023 to complete the repairs provided for in the grant but no bids were received. It was decided to make the critical repairs of replacing the missing balusters, not using the grant funds, but using the City Bridge Repair Fund, HUAN05. The City once again bid the remaining work in 2024, receiving only one bid, at more than double the funds available for the project.

While trying to determine the route forward to use the funds awarded for the Union Avenue Bridge Repairs, the City was awarded a grant to replace the Union Avenue Bridge. It was determined that because this bridge was going to be replaced, and because the City had already completed the critical safety issues, the grant would be returned back to CDOT. The amendment is formalizing the return of the grant funds to the Off-System Bridge Program.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Ordinance would deny returning the funds back to the State of Colorado.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Complete Draft AM1 Pueblo (24927) 331002748 December 04, 2025
2. GRANT CERTIFICATION (current)

ORDINANCE NO.

AN ORDINANCE APPROVING THE 1ST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT BRO M086-096 (24927) FOR THE UNION AVENUE BRIDGE REPAIR PROJECT, DECREASING THE FUNDING FROM $125,625 TO $0 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The 1st Amendment to 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 (CDOT), Project: BRO M086-096 (24927), Union Avenue Bridge Repair Project, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the IGA 1st Amendment in the name of the City of Pueblo and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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 AMENDMENT

Amendment #: 1 **Project #: BRO M086-096 (24927)**

SIGNATURE AND COVER PAGE

State Agency Department of Transportation	**Amendment Routing Number** 22-HA2-XC-00058-M0002
Local Agency City of Pueblo	**Original Agreement Routing Number** 22-HA2-XC-00058
Agreement Maximum Amount $0.00	**Agreement Beginning Date** June 17, 2022
	Agreement Expiration Date The latter of the Amendment Effective date or March 30, 2032

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

_____
Keith Stefanik, P.E., Chief Engineer

Date: _____

LOCAL AGENCY
City of Pueblo

By:_____
*Signature

Name:_____
(Print Name)

Title:_____
(Print Title)

Date:_____

SECOND LOCAL AGENCY SIGNATURE,
IF NEEDED
City of Pueblo

By:_____
*Signature

Name:_____
(Print Name)

Title:_____
(Print Title)

Date:_____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Department of Transportation

Amendment Effective Date:_____

1) PARTIES

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Local Agency and the State.

2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3) EFFECTIVE DATE AND ENFORCEABILITY

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

4) PURPOSE

The Parties entered into the Agreement for Union Avenue Bridge improvements in Pueblo, Colorado. Now the Parties desire to terminate the Agreement.

5) MODIFICATIONS

A. The Agreement was executed on June 17, 2022, to fund $125,625.00 for the above purpose. No Project monies were spent and nothing was invoiced to the Project. The Parties now request to terminate the Agreement;

B. Decrease Agreement Maximum Amount from $125,625.00 to $0.00.

6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

GRANT CERTIFICATION

To: Mark Aliff, President of the City Council
Heather Graham, Mayor

Re: Off-System Bridge Program

I hereby certify that I have reviewed and am familiar with the attached documents, and to the best of my knowledge and belief, the City has the present ability to comply with all special conditions, certifications and assurances therein contained.

By:  Date 12/8/25

Name (print): Kelly Grisham

Title: Project Coordinator

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE WILDLIFE SERVICES (APHIS) AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, TO ALLOW APHIS TO CONDUCT WILDLIFE MITIGATION ACTIVITIES ON AIRPORT PROPERTY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

The attached Ordinance approves an agreement between the United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services (APHIS) and the City of Pueblo, A Colorado Municipal Corporation, to allow APHIS to conduct wildlife mitigation activities on airport property.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The Federal Aviation Administration (FAA) requires the Pueblo Memorial Airport to have a wildlife hazard management plan in place. A qualified airport biologist from the United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services (APHIS) is funded by the Colorado Department of Transportation Div. of Aeronautics to provide wildlife mitigation activities on airport property. APHIS requires this agreement between the airport and APHIS to conduct the activities.

FINANCIAL IMPLICATIONS:

Services are funded by CDOT Div. of Aeronautics.

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 be able to enter into the required agreement.

RECOMMENDATION:

Approve the Ordinance

ATTACHMENTS:

1. KPUB 12A 12_2025 DAF
2. KPUB_12_add_2025_DAF

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE WILDLIFE SERVICES (APHIS) AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, TO ALLOW APHIS TO CONDUCT WILDLIFE MITIGATION ACTIVITIES ON AIRPORT PROPERTY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Agreement ("Agreement") between the City of Pueblo, Colorado, a Colorado Municipal Corporation and the United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services (APHIS), dated December 17, 2025, a copy of which is attached hereto and incorporated herein by this reference and having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver the aforesaid Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest the same.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Clear Form

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0579-0335. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

OMB Approved
0579-0335
EXP: 09/2022

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

WORK INITIATION DOCUMENT FOR WILDLIFE DAMAGE MANAGEMENT

SECTION 1

1. WORK INITIATION DOCUMENT NUMBER

2. STATUS: ☐ NEW ☒ RENEWAL ☐ NATIONAL WILDLIFE RESEARCH CENTER

3A. TYPE OF WORK INITIATION DOCUMENT *(mark all that apply)*

☒ PRIVATE PROPERTY ☐ NON-PRIVATE PROPERTY ☐ TEMPORARY/CIVIL

☐ ADJACENT LANDOWNER ☐ AMENDMENT TO AN EXISTING WORK INITIATION DOCUMENT

3B. ASSIGN TO THESE SPECIAL GROUPS

(1)
(2)
(3)
(4)

SECTION 2

4. COOPERATOR NAME *(last, first, MI)*
Pueblo Memorial Airport

5. COOPERATOR MAILING ADDRESS
31201 Bryan Circle, Pueblo, CO 81001

6. COMMON NAME
Pueblo Airport (KPUB)

7. COOPERATOR TELEPHONE NUMBER
(719) 553-2760

8. OWNER OR REPRESENTATIVE NAME *(if different from Cooperator)*
Greg Pedroza

9. OWNER OR REPRESENTATIVE TELEPHONE NUMBER
(719) 553-2744

10. OWNER OR REPRESENTATIVE ADDRESS *(if different from Cooperator)*
31201 Bryan Circle, Suite 200, Pueblo, CO 81001

SECTION 3

11. PROPERTY / LAND CLASS INFORMATION

	COUNTY	PROPERTY	LAND CLASS	ACRES
A.	Pueblo			
B.				
C.				
D.				
E.				
STATE	CO		TOTAL ACRES	2628

12. ADJOINING PROPERTY WID NO.'s

A.
B.
C.
D.
E.

13. TARGETED SPECIES

A. Black-tailed prairie dog	F. White tailed deer
B. Red tailed hawk	G. Swainson's hawk
C. Coyote	H. Red fox
D. Racoon	I. Pigeon
E. Mule deer	J. American kestrel

☒ 14. There are additional targeted species *(complete and attach WS Form 12 Addendum)*

SECTION 4

15. In consideration of the benefits to be derived from the proper management of damage caused by those species listed in Item 13 (and Item 14 if applicable), I, the undersigned Cooperator or Cooperator's representative, do hereby give my consent and concurrence to the Animal and Plant Health Inspection Service (APHIS) (to include its officials, employees, and agents) to use, upon lands owned, leased, or otherwise controlled by me, and identified by this Work Initiation Document, the following methods and devices (COMPONENTS):

A. Pyrotechnics	B. Firearms	C. Vehicles (all)
D. Dogs	E. Weevilcide (tabs)	F. Zinc phosphide on oats

☒ 16. There are additional methods *(complete and attach WS Form 12 Addendum)*

SECTION 5

17. I, the Cooperator or Cooperator's representative, have been informed of the methods and the manner in which the control materials and devices listed in Section 4 will be used, and of the possible hazards associated with their use. I understand that APHIS (to include its officers, employees, and agents) will exercise reasonable precautions to safeguard all persons to prevent injury to animal life other than those listed in Section 3, Item 13 (and Item 14, if applicable); guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all wildlife damage management operations. I understand that APHIS WS will maintain restricted use pesticide application records on applications made under the Work Initiation Document, and that APHIS WS will provide copies of the records or record information promptly upon the property owner's or cooperator's request. I understand that APHIS WS may collect Global Positioning System (GPS) coordinates at the project site as part of component or activity tracking or as wildlife disease monitoring or research data. As a Lessee, the Cooperator agrees that the lease is current and will remain so while APHIS WS conducts operational activities on the property, and will notify WS if the lease expires or is canceled. The Lessee agrees to notify the landowner about any methods or devices (components) in use by APHIS WS on the property.

SECTION 6

18. In consideration of these understandings and of the benefits to be derived, I, the Cooperator or Cooperator's representative, agree to take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to my property under my control when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place for the purpose of notifying persons entering onto such lands of the possible hazards associated with wildlife damage management measures in use thereon; and to give adequate warning of these possible hazards to persons I authorize to enter onto such lands. Further, in recognition of the benefits to be derived from the use of specified methods and devices authorized by this Work Initiation Document, I, the cooperator or cooperator's representative, agree not to concurrently use or allow to be used upon lands covered by this Work Initiation Document any toxic material that might reasonably be expected to take a species listed above in Section 3, Item 13 (and Item 14, if applicable), unless such use of said toxicant is agreed to by APHIS in writing.

19. SPECIAL CONSIDERATIONS

20A. LANDOWNER, LESSEE, OR ADMINISTRATOR NAME AND TITLE	20B. SIGNATURE	20C. DATE
Heather Grahm, Mayor		
21A. APHIS REPRESENTATIVE NAME	**21B. SIGNATURE**	**21C. DATE**
Dailee Fagnant	DAILEE FAGNANT Digitally signed by DAILEE FAGNANT Date: 2025.12.17 13:08:44 -07'00'	12/30/2025
21D. APHIS REPRESENTATIVE TELEPHONE NUMBER	**21E. STATE OFFICE ADDRESS**	
(720) 357-4273	13922 Denver West pkwy, Suite 100-WS, Golden, CO	

PRIVACY ACT NOTICE

5 U.S.C. 552a(e)(3) requires that each agency that maintains a system of records provide each individual from whom the agency solicits information with the following information.

AUTHORITY FOR REQUESTING INFORMATION

7 U.S.C. 8351 to 8353, and 16 U.S.C. 667, authorizes officers, agents, and employees of the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) to conduct a program of wildlife services and to enter into agreements with States, local jurisdictions, individuals, and public and private agencies, organizations, and institutions for the purpose of conducting such services.

NATURE OF YOUR DISCLOSURE OF INFORMATION

Disclosure of information solicited by USDA, APHIS, Wildlife Services is voluntary.

PRINCIPLE PURPOSE FOR WHICH THE INFORMATION IS SOLICITED

Information is solicited from you for the purpose of executing and implementing agreements for control of wildlife damage.

ROUTINE USES WHICH MAY BE MADE OF THE INFORMATION

(1) To cooperative Federal, State, Tribal, and local government officials, employees, or contractors and other parties as necessary to carry out the program; and other parties engaged to assist in administering the program. Such contractors and other parties will be bound by the nondisclosure provisions of the Privacy Act. This routine use assists the agency in carrying out the program, and thus is compatible with the purpose for which the records are created and maintained;

(2) To the appropriate agency, whether Federal, State, local, Tribal, or foreign, charged with responsibility of investigating or prosecuting a violation of law or of enforcing, implementing, or complying with a statute, rule, regulation, or order issued pursuant thereto, of any record within this system when information available indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and either arising by general statute or particular program statute, or by rule, regulation, or court order issued pursuant thereto;

(3) To the Department of Justice when the agency, or any component thereof, or any employee of the agency in his or her official capacity, or any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee, or the United States, in litigation, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the use of such records by the Department of Justice is deemed by the agency to be relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the Department of Justice is a use of the information contained in the records that is compatible with the purpose for which the records were collected;

(4) For use in a proceeding before a court or adjudicative body before which the agency is authorized to appear, when the agency, or any component thereof, or any employee of the agency in his or her official capacity, or any employee of the agency in his or her individual capacity where the agency has agreed to represent the employee, or the United States, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the agency determines that use of such records is relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the court is a use of the information contained in the records that is compatible with the purpose for which the records were collected;

(5) To appropriate agencies, entities, and persons when the agency suspects or has confirmed that the security or confidentiality of information in the system of records has been compromised; the agency has determined that as a result of the suspected or confirmed compromise, there is a risk of harm to economic or property interests, a risk of identity theft or fraud, or a risk of harm to the security of integrity of this system or other systems or programs (whether maintained by the agency or another agency or entity) that rely upon the compromised information; and the disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with the agency's efforts to respond to the suspected or confirmed compromise and prevent, minimize, or remedy such harm;

(6) To USDA contractors, partner agency employee or contractors, or private industry employed to identify patterns, trends, or anomalies indicative of fraud, waste, or abuse;

(7) To land management agencies, such as the Bureau of Land Management and the U.S. Fish and Wildlife Service, relating to wildlife damage on grazing allotments;

(8) To consumer reporting agencies in accordance with 31 U.S.C. 3711(e);

(9) To Federal, State, Tribal, and local regulatory agencies and their employees and contractors who collaborate with Wildlife Services in implementation of, or agencies that regulate, wildlife management projects or programs, or who have an interest in, or regulate, animal or public health, or national security;

(10) To Federal or State Government-level representatives of the U.S. Environmental Protection Agency, in compliance with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) mandate in 7 U.S.C. 136(f, and i thru l), of the location on a cooperator's property where certain regulated pesticide devices are deployed or regulated pesticides are applied; and

(11) To the National Archives and Records Administration (NARA) or to the General Services Administration for records management inspections conducted under 44 U.S.C. 2904 and 2906.

EFFECTS OF FAILURE TO FURNISH INFORMATION

Failure to provide the solicited information will not subject you to penalties or adverse consequences.

Instructions for Completing WS Form 12A, Work Initiation Document For Wildlife Damage Management

NOTE: A WS Form 12A Work Initiation Document (WID) is required to be signed by a Cooperator for all properties worked by Wildlife Services (WS). The WID and the WID agreement in WS Management Information System (MIS) expire 5 years after the Cooperator signature date. To renew a WID agreement for another 5 years, a new WS Form 12A is required to be signed by the Cooperator, and everything on the WID agreement in MIS must match the corresponding items on the WS Form 12A.

NOTE: An expanded and detailed set of instructions for the WID is available in MIS. Employees should study the detailed version until familiar with completing the WID.

SECTION 1 – Basic WID Identification and Type

1. Entering the WID document number is optional. Contact your MIS Data Technician to obtain this number if one is needed.

2. Mark only one box, selecting New (agreement) or Renewal (of existing agreement).

3. A WID may have more than one type of work characteristic. Mark all applicable boxes indicating this WID's type of work.

SECTION 2 – Cooperator Information

4. Enter the name of the Cooperator as it appears on the Cooperative Service Agreement, Cooperative Service Field Agreement, Memorandum of Agreement or Understanding, or as it appears in the Cooperator's business references.

5. Enter the Cooperator's mailing address with street or P.O. box, city, state, and ZIP code. This may be the permanent address, mailing address, home address, or business/office address.

6. Enter the common name of the Cooperator's business, farm, or ranch, if applicable.

7. Enter the Cooperator's telephone number including the area code. It may be a landline or mobile telephone number.

8. Enter the name of the owner or Cooperator's representative if it is different from the Cooperator's name.

9. Enter the property owner's or property owner representative's telephone number including area code.

10. Enter the property owner's address (or property owner representative's work address if this is a business or a non-private agreement), including the ZIP code. If the Cooperator's address in Item 5 is also the owner's address, skip this step.

SECTION 3 – Property Information, Location of Work, and Species Being Addressed

11. In this subsection, record the state and counties for the site(s) where the work is being performed for the cooperator. Include for each property the land class being worked on and the number of acres for the land class. Usually, only one land class can be recorded per property. If there is more than one land class on a property, identify each of them separately (e.g. Property: Smith #1, Land Class Private; Smith #2, Land Class County/City). Record the total acres by summing all entries in the "Acres" column.

12. If the WID allows work on an adjoining property as part of the project, additional WIDs signed by the adjoining landowners/ managers must be obtained. The WID document numbers for the adjoining properties go in this subsection. If WID numbers are not assigned, list the name of the other land owners/managers instead of numbers.

13. List the full common names of the targeted species as found in MIS. Review MIS Reference Files for accuracy.

14. If more than 10 species are targeted, mark this box and list the additional species on WS Form 12 Addendum. The WS Form 12A also requires an original signature. Ensure the WS Form 12 Addendum is attached to this WS Form 12A.

SECTION 4 – Component Use Information

15. List the components that will be used in the project. They must be annotated exactly as they appear in the MIS component list. Do not list any activities (e.g., shooting, trapping, etc.).

16. If more than six methods are entered, mark this box and list the additional methods on WS Form 12 Addendum. The WS Form 12 Addendum also requires an original signature. Ensure the addendum is attached to this WS Form 12A.

Section 5 – Work Initiation Considerations, WS Responsibilities

17. The Cooperator is required to read this section, or alternatively have it read to him/her, before signatures are affixed to the WID.

Section 6 – Work Initiation Considerations, Cooperator Responsibilities

18. The Cooperator is required to read this section, or alternatively have it read to him/her, before signatures are affixed to the WID.

19. **Special Considerations -** If any special considerations are agreed to for this project, enter them in Item 19. They may also be entered in the MIS in the Agreement Remarks or the Property Comments fields.

20, 21. **Signatures/Dates** – To complete the form, both the Cooperator's authorized signer and the APHIS Representative (WS employee) print their names, sign in ink, and date the WS Form 12A. The WS employee also enters a contact telephone number and the State Office's address.

The WS employee is responsible for ensuring the Cooperator or authorized representative receives a copy of the WS Privacy Act Notice.

Clear Form

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0579-0335. The time required to complete this information collection is estimated to average 1 minute per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

OMB Approved
0579-0335
EXP: 09/2022

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

ADDENDUM TO A WORK INITIATION DOCUMENT

INSTRUCTIONS

1. In Items 1-3, enter the number of the Work Initiation Document for which this addendum is completed, as well as the agreement name and county located.
2. In Items 4-6, enter the Cooperator's name and telephone number, and the date the addendum is prepared.
3. In Items 7 and 8, enter the additional species that will be addressed and additional components to be used.
4. In Items 9 and 10, enter the Cooperator's and WS Employee's signatures and dates signed.
5. Attach to and distribute with the WS Form 12A or 12B work initiation document.

1. WORK INITIATION DOCUMENT NO.	2. AGREEMENT NAME	3. COUNTY
	Pueblo Memorial Airport (KPUB)	Pueblo
4. COOPERATOR NAME	**5. TELEPHONE NUMBER**	**6. DATE *(MM DD YYYY)***
Pueblo Memorial Airport	(719) 553-2760	12/15/2025

7. ADDITIONAL TARGETED SPECIES

K. cats, feral/free ranging	S. meadowlarks, western	AA. blackbirds, red winged
L. vultures, turkey	T. larks, horned	BB. blackbirds, yellow headed
M. ravens, common	U. killdeers	CC. blackbirds, brewer's
N. crows, American	V. hares, jackrabbits	DD. european starling
O. rabbits, cottontail	W. hawks, harrier, northern	EE. barn swallow
P. pocket gophers	X. geese, canada	FF. burrowing owl
Q. owls, great horned	Y. ducks, mallard	GG. lark bunting
R. magpies, black-billed	Z. falcons, prairie	HH. house sparrows

8. ADDITIONAL COMPONENTS TO BE USED

G. Barriers, exclusion	O. traps, cage	W. hand tools
H. Catchpole	P. traps, foothold (padded)	X. night vision/infrared equipment
I. handcaught/gathered	Q. ammunition, rubber (all)	Y. monitoring camera
J. harness, pigeon	R. lasers (all)	Z. prebait
K. nets, gun/launcher	S. lights (all)	AA. traps, decoy
L. snares, neck	T. dart gun	BB. traps, snap
M. traps, bal chatri	U. gonacon - prairie dog	CC. traps, drive
N. traps, Swedish goshawk	V. calling device, electronic	DD. barriers fencing

9A. LANDOWNER, LESSEE, OR ADMINISTRATOR SIGNATURE	9B. DATE
10A. APHIS WS REPRESENTATIVE SIGNATURE	**10B. DATE**
DAILEE FAGNANT Digitally signed by DAILEE FAGNANT Date: 2025.12.17 14:19:21 -07'00'	12/30/2025

WS FORM 12 ADDENDUM
OCT 2017

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE ENTERING INTO AN MOU WITH THE PALMER LAND CONSERVANCY TO SUPPORT COMMUNITY RESOURCES THROUGH THE GREAT OUTDOORS COLORADO TRUST FUND

SUMMARY:

This MOU would allow the City to partner with the Palmer Land Conservancy to receive advance payments and reimbursements covering services for Pueblo youth and families to enjoy outdoor spaces.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Great Outdoors Colorado Trust funding would support an additional part-time Park Ranger and additional free days at Pueblo Parks and Recreation swimming pools.

FINANCIAL IMPLICATIONS:

This MOU would allow for additional funding for Pueblo Parks and Recreation initiatives without additional expenses for the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Reject partnership with Palmer Land Conservancy and use of Great Outdoors Colorado

Generation Wild funding.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. MOU Pueblo Parks and Recreation Gen Wild

ORDINANCE NO.

AN ORDINANCE ENTERING INTO AN MOU WITH THE PALMER LAND CONSERVANCY TO SUPPORT COMMUNITY RESOURCES THROUGH THE GREAT OUTDOORS COLORADO TRUST FUND

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

SECTION 1.

The MOU effective January 31, 2026 between the City of Pueblo, a Colorado Municipal Corporation, and the Palmer Land Conservancy, a Colorado nonprofit organization, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Memorandum of Understanding between

Palmer Land Conservancy

and **City of Pueblo Parks and Recreation**

This Memorandum Of Understanding (the "MOU") is entered into this ----th day of ---- 2025, between Palmer Land Conservancy ("Palmer"), a non-profit organization, established under the laws of the United States of America with its principal place of business at 102 South Tejon Street, Colorado Springs, CO, USA, represented by Nissa Steinhour, Chief Operating Officer; and **City of Pueblo, A Municipal Corporation, Department of Parks and Recreation** ("Partner") with its principal place of business at 800 Goodnight Avenue, Pueblo, CO, USA, represented by Steven Meier, Department of Parks and Recreation; hereinafter referred to collectively as the "Parties" and individually, a "Party".

I. RECITALS

WHEREAS, Palmer's mission has as its principal objective to protect southern Colorado's lands for present and future generations;

WHEREAS as part of a Great Outdoors Colorado Generation Wild Planning award Palmer and partner organizations of the Generation Wild of the Pueblo Region ("Coalition") will engage in programs to support youth and families in the outdoors; and

WHEREAS the Coalition applied for an implementation grant to fund coalition programming; and

WHEREAS the Coalition intends to utilize the funding to execute the proposal outlined in the implementation grant application;

WHEREAS, Palmer has been selected to serve as the Fiscal Agent for the Coalition in order to provide financial management, compliance and reporting services to ensure the coalition meets all grant and audit requirements;

Now Therefore it is mutually agreed between the parties as follows:

1. Palmer and Partner organization commit to fulfilling the terms of the Generation Wild of the Pueblo Region project and the grant to the best or our ability.
2. This MOU is subject to the terms in the Grant Agreement, Contract number 26887, between Palmer Land Conservancy and the State Board of the Great Outdoors Colorado Trust Fund.

II. OBJECTIVES

Through this MOU, the Parties have as their objective to formalize a mutual collaboration, with the ultimate purpose of delivering programs, resources, and community-driven strategies that make it easier for youth and families to build lasting relationships with nature, right where they live as outlined in the Generation Wild of Pueblo Application.

Palmer and City of Pueblo will collaborate and cooperate to accomplish the following tasks and deliverables:

III. RESPONSIBILITIES OF PALMER

Palmer will be responsible for collaborating with the Backbone Organization and funded Coalition partners to:

a. Track and manage all Coalition-related grant funds.
b. Submit required financial reports to GOCO and other funders.
c. Distribute funds to eligible program partners within 30 days of receiving disbursements, provided all MOU and agreement requirements are met.
d. Work with the Nature and Wildlife Discovery Center (Backbone Organization) to review funding allocations each year prior to dispersing advance payments for years 2-5 in order to ensure compliance with all expectations and responsibilities for participation in the Gen Wild Coalition.

Palmer will support the completion and submission of three financial reporting milestones per year, in partnership with the Backbone Organization and program partners:

1. Advance Payment Request – Includes projected work plans and budgets

2. Mid-Year Report – Top three expense categories

3. Year-End Reconciliation – Actual expenditures, receipts, and required documentation

Palmer, as part of the Core Team, will jointly determine whether advanced funds will be distributed monthly, quarterly, or as a single disbursement, based on partner needs and operational capacity.

IV. RESPONSIBILITIES OF PARTNER

PARTNER will be responsible for:

a. Submitting an invoice for the agreed upon advance payment request.
b. Provide Palmer with all necessary documentation, reporting and financial records to inform required reports for GOCO at least four weeks in advance of any due date for GOCO.
c. Using its best efforts to complete the Program Deliverables in a timely fashion and consistent with this Agreement described in the Project Application and the Project Summary.
d. Provide Palmer with any material modifications to the outlined deliverables, expected financial outlay or funding priorities in writing as soon as they are deemed necessary.
e. Program Deliverables: City of Pueblo Parks and Recreation will use requested funds to cover operational costs to provide additional free days to families at swimming pools in the targeted Y-Zone. The funds will enable Pueblo Parks and

Recreation to hire a part-time City of Pueblo Park Ranger dedicated to enhancing safety and accessibility in our outdoor spaces. The Ranger will conduct regular patrols prior to a GenWild coalition event or programs, offer assistance and guidance to visitors, and serve as a visible point of contact for any concerns.

V. PRINCIPAL CONTACTS

The principal contacts for each of the Parties will be:

For Palmer:
Nissa Steinhour
Chief Operating Officer
102 S. Tejon St., Ste 920, Colorado Springs, CO
(719) 399-2402
nissa@palmerland.org

For City of Pueblo:
Steven Meier
Director, Parks and Recreation
800 Goodnight Avenue
Pueblo, CO 81005
smeier@pueblo.us
with copy to:

City Attorney
Law Department
1 City Hall Place
Pueblo, CO 81003

These principal contacts may be changed at any time by means of advance notice to the other Party.

VI. TERM

This MOU will begin on the date of the final signature and will remain in full force and effect until December 31, 2030, ("Expiration Date"), or until terminated, whichever occurs first. Any extension beyond the Expiration Date must be in writing and signed by the Parties before the Expiration Date.

VII. LEGAL AND REGULATORY COMPLIANCE

The Parties agree to comply with all applicable local, state, and federal laws and regulations governing the subject matter of this MOU.

VIII. TERMINATION

Either Party will have the right to cancel this MOU by giving 30 (thirty) days written notice to the other Party of intent to terminate. Upon receipt of the termination notice, the other Party

will take all necessary action to cancel outstanding commitments relating to the work under this MOU.

IX. CONFIDENTIALITY

During the course of the performance of this MOU, the Parties may have access to materials, data, strategies, systems or other information relating to the other Party and its programs which is intended for internal use only. Any such information shall not be used, published or divulged to any individual or corporation, in any manner or for whatever purpose, except through the Party's written permission, or as required pursuant to law, regulation, or court order, including the Colorado Open Records Act.

X.OTHER PARTNERS

This MOU does not preclude the Parties from establishing similar agreements and/or contracts with other individuals, corporations, agencies, and public or private organizations. The Parties recognize the importance of continuing to cooperate and work with other partners in programs of mutual interest and to be able to, by means of a written document signed by both Parties, invite other partners to participate in the activities implemented under this MOU.

XI. NO JOINT VENTURE

The Parties agree that they are not entering into a legal partnership, joint venture or other such business arrangement, nor is the purpose of the Parties to enter into a commercial undertaking for monetary gain. Neither Party will refer to or treat the arrangements under this MOU as a legal partnership or take any action inconsistent with such intention.

XII. DISPUTE RESOLUTION

The Parties hereby agree that, in the event of any dispute relating to this MOU, they shall first seek to resolve the dispute through informal discussions. If a dispute cannot be resolved informally within sixty (60) consecutive working days, the Parties agree to terminate this MOU. This MOU and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Colorado.

XIII. RESPONSIBILITY

Each Party shall be solely responsible for the actions and/or omissions carried out by its own employees, agents, and representatives involved in the implementation of the objective of this MOU, accepting responsibility for the repair of any possible damage caused in the execution of this MOU, whether to the other Party, or to third parties. Nothing herein shall be construed as creating joint or several liability between the parties. This MOU is not intended, nor shall it be construed, to create, affect, or extend the legal responsibilities or liabilities of the parties hereto except as expressly stated herein, nor to create or extend any legal rights or remedies whatsoever to or for the benefit of any other person or entity.

XIV. ASSIGNMENT

Neither Party may assign or transfer rights and obligations under this MOU without the prior

written consent of the other Party.

XV. COMPLIANCE WITH LAWS

The Parties will observe all the applicable laws and regulations during the execution of the work implemented under the provisions of this MOU.

XVI. SEVERABILITY

If any provision of this MOU is held invalid, the other provisions herein shall not be affected thereby.

XVII. ENTIRETY

This MOU, including any attachments, embodies the entire and complete agreement and understanding between the Parties, and any amendment to this MOU will only be valid if in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties execute this Memorandum of Understanding in duplicate, effective as of the last date written below.

FOR Palmer Land Conservancy	FOR City of Pueblo Parks and Recreation
Nissa Steinhour Chief Operating Officer	Heather Graham Mayor City of Pueblo
Date	Date

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE APPROVING A MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO ZOOLOGICAL SOCIETY, A COLORADO NONPROFIT CORPORATION FOR THE MANAGEMENT AND OPERATION OF THE PUEBLO ZOO

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to execute a management agreement with the Pueblo Zoological Society ("Society") for the management and operation of the Pueblo Zoo.

PREVIOUS COUNCIL ACTION:

On November 23, 1998, by Resolution No. 8570, City Council approved a Management Agreement with the Pueblo Zoological Society for the management and operation of the Pueblo Zoo. On July 14, 2003, by Resolution No. 9898, City Council approved the first extension of the Management Agreement. On July 29, 2013, City Council approved a second extension of the agreement and then on December 26, 2018, by Resolution No. 14127, City Council approved the third extension of the original Management Agreement.

BACKGROUND:

The City owns the real property on which the Pueblo Zoo is situated along with all the capital improvements and fixtures on such property. Since at least 1998, the City has contracted with the Pueblo Zoological Society for the management and operation of the Pueblo Zoo. The parties desire to continue this mutually beneficial relationship. The proposed Agreement is for five (5) years from January 1, 2026 to December 31, 2030, unless sooner terminated by the parties. Thereafter, the Society may exercise two (2) five (5) year renewal options.

The management fee paid to the Society is subject to annual review and appropriations

by City Council. The Management Agreement provides for payment to the Society in 2026 of $944,000 to be used by the Society to operate, maintain, promote, and manage the Zoo and fulfill its obligations under the terms and conditions of the Agreement. This amount will be paid monthly in twelve equal installments. The amount paid by the City to the Society is only a portion of the money necessary to operate the Zoo. It is expected that the Society will aggressively fundraise seeking grants, gifts, endowments and other donations to sustain the Zoo. In addition, the Society may charge for admission, special events, and programs the funds from which are also expected to be used to fulfill the Society's obligations under the Management Agreement.

FINANCIAL IMPLICATIONS:

A management fee of $944,000 will be paid to the Society in 2026 from the General Fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, it is unlikely the Society will be able to sustain the operation of the Zoo.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. 2026 Zoo Management Agreement
2. Map of Zoo Boundary Exhibit to Management Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING A MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO ZOOLOGICAL SOCIETY, A COLORADO NONPROFIT CORPORATION FOR THE MANAGEMENT AND OPERATION OF THE PUEBLO ZOO

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

SECTION 1.

The Management Agreement effective January 1, 2026 between the City of Pueblo, a Colorado Municipal Corporation and Pueblo Zoological Society, a Colorado nonprofit corporation, 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 Management Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Ordinance and the attached Management Agreement which are necessary or desirable to effectuate 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

CITY OF PUEBLO
ZOO MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT entered into as of the date last signed below by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City", and the Pueblo Zoological Society, a Colorado nonprofit corporation, hereinafter referred to as the "Society".

WITNESSETH:

WHEREAS, the City now owns a Zoo open to the public and located on the premises commonly known as Pueblo City Park, Pueblo, Colorado, and

WHEREAS, the Society is a nonprofit corporation having as its members citizens of the City of Pueblo, Colorado, who are dedicated to the preservation and development of the Zoo, and

WHEREAS, the Society possesses the qualifications to operate, manage, maintain and promote the Zoo, and

WHEREAS, City and Society entered into the City of Pueblo Zoo Management Agreement dated as of September 1, 1989, as extended by three Extension Agreements dated as of July 14, 2003, July 29, 2013, and December 31, 2018, and modified by a Modification Agreement dated as of April 10, 2006, and

WHEREAS, the Society and the City are desirous of entering into a renewed agreement to supersede all previous agreements and pursuant to which the Society will continue to assume responsibility for the management, promotion, operation and maintenance of the Zoo, and

WHEREAS, the Society and the City remain desirous of operating the Zoo and in the continued growth and improvement of the Zoo in a manner which is in the best interests of the citizens of the City.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, the City and Society agree as follows:

Definitions.

1. As used herein, the following words and phrases shall have the following meaning:

   (a) "Zoo" means the real property owned by the City as shown on the attached Exhibit "A" and improvements thereon.

Appointment and Term.

2. City hereby appoints and retains Society subject to and upon the terms and

conditions herein set forth, as an independent contractor, to operate, manage, maintain and promote the Zoo for a term of five (5) years from January 1, 2026 to December 31, 2030, unless sooner terminated as herein provided. Society does hereby accept such appointment and agrees to perform all functions and obligations on its part to be performed under this Agreement in compliance with this Agreement and all applicable laws, ordinances, regulations and resolutions now in effect or hereafter enacted.

3. If Society is not in default hereunder, Society may exercise two (2) five (5) year renewal options ("Extended Term") by providing the City written notice of its intent to exercise its option no later than one hundred eighty (180) days before the end of the then current Term or Extended Term.

Society Obligations.

4. City does hereby delegates to Society the authority to perform, and Society agrees that during the term of this Agreement it shall perform the following functions:

(a) Operate the Zoo as a public zoo for the use and benefit of the City and the general public.

(b) Manage and control all Zoo exhibits.

(c) Designate the special uses to which the Zoo grounds and facilities may be put including the authority to schedule all events at the Zoo by individuals or community groups, including but not limited to educational classes, lectures, fundraising events, and community outreach functions. This authority is subject to modification by City Council by resolution.

(d) Operate Zoo admissions and offer zoo memberships, including authority to charge reasonable fees and admission charges.

(e) Operate a gift shop on the premises for the benefit of the public and be responsible for all purchasing, promoting, sales, and inventory management related to the same.

(f) Provide concessions for the benefit of the public, including but not limited to:

i. a seasonal café,
ii. vending machine concessions through contracts with third party vendors to supply year-round snack and entertainment options (i.e. beverages, candy, ice cream, photo booth, etc.), and
iii. contracts with other food vendors such as food trucks and caterers as needed for special events or high-volume days.

(g) Recruit, hire, employ, and train sufficient personnel reasonably necessary and required to perform Society's duties, functions and responsibilities under this Agreement.

(h) Recruit and train volunteers to assist in educational programming, events,

and grounds upkeep and maintain proper insurance to cover the same for accidents and injuries.

(i) Obtain all necessary licenses, accreditations and permits for the operation of the Zoo.

(j) Solicit financial contributions from the general public, private foundations and other sources.

(k) Provide daily custodial services for the entirety of the Zoo's grounds.

(l) Regularly perform routine maintenance and repairs to the plumbing, electrical, and HVAC systems located on the Zoo grounds.

(m) Weed, water, and maintain all flower beds, lawn areas, and vegetation for the entirety of the Zoo's grounds.

(n) Maintain all public walkways, restrooms, picnic areas, common areas, and other public areas.

(o) Maintain all animal exhibits in good repair including but not limited to maintaining exhibit and guest fences.

(p) Maintain all staff and employee areas including but not limited to walkways and roads.

(q) Promptly notify the City, through the Director of Parks and Recreation Department, of any damage to, destruction, breakdown or failure of any building, facility, exterior fence, improvement or part thereof. Such notification shall be by phone and e-mail and provide at a minimum:

i. the date of the damage, breakdown, or failure occurred,
ii. a description of how the damage, breakdown or failure occurred,
iii. the immediate action taken to protect the property,
iv. any invoices or estimates for repair, and
v. any other information deemed relevant.

The Zoo shall provide whatever additional information and assistance requested by the City to assess and evaluate the damage, destruction, or breakdown, and to the extent required by this Agreement, repair the same.

(r) At Society's option, to sell or dispense alcoholic beverages within the Zoo in accordance and in compliance with all applicable state and City laws, rules, and regulations including, without limitation, Chapter 3 of title XI of the Pueblo Municipal Code after obtaining liability insurance for such activity meeting the requirements of Paragraph 15 hereof.

City Obligations.

5. The City agrees, subject to available funds being appropriated and budgeted for such functions, that during the term of this Agreement, it shall perform the following functions:

(a) Provide all police and fire protection to the Zoo.

(b) Maintain and repair the exterior perimeter fence to ensure it is secure and keeping it clear of major vegetation and trees that have a trunk greater than 3 inches in diameter at one foot above ground.

(c) Subject to appropriation of funds by City Council, replace or repair, as necessary, all buildings, facilities, zoo boundary perimeter fences (except exterior gates and all exhibit, interior, and guest fences are the responsibility of the Zoo), or other existing capital improvements on the Zoo grounds. Replacement or repair of any existing capital improvements on the Zoo grounds shall be determined on a case-by-case basis after considering the most recent capital needs report and all attendant circumstances.

(d) Subject to appropriation of funds by City Council and available staffing, maintain, prune, and remove trees within the interior of the Zoo grounds. Whether available City staffing exists to perform this provision shall be within the sole and absolute discretion of the Director of Parks and Recreation.

(e) Regularly inspect and assess all capital improvements on Zoo grounds at least every two years, including but not limited to buildings and facilities to develop a regular maintenance and repair schedule.

(f) Subject to available funds or appropriation of funds by City Council, share in the cost of major repairs (repairs costing $5,000 or more) to all capital improvements on Zoo grounds. The City's contribution, if any, shall be determined on a case-by-case basis after considering the most recent capital needs report and all attendant circumstances.

(g) Permit Society to use the equipment, accessories, parts, furniture, tools and vehicles which are presently used by Society and located at the Zoo (the "City's personal property"). Such usage shall be at no cost to the Society but the Society shall be obligated at all times to maintain City's personal property in operating condition and to exercise reasonable care during such usage. On or before December 31 each year, Society shall provide for City's approval a written list and inventory of City's personal property used by Society. The list shall detail any property damaged or sold and whether the property was, or will be replaced.

(g) Subject to appropriation of funds by City Council and availability of staff, maintain and repair the shared parking lot adjacent to the Zoo including performing snow removal. Whether available City staffing exists to perform this provision shall be within the sole and absolute discretion of the Director of Parks and Recreation.

(h) May permit Society to obtain gasoline for City's personal property from

storage facilities, if any, located within the Pueblo City Park and to have City's personal property repaired and maintained by City's Fleet Maintenance Department. The cost of such gasoline, maintenance and repairs will be billed to and paid by Society within thirty (30) days after date of billing.

Finance and Accounting.

6. It is the intent of the parties hereto that a high-quality Zoo continue to be maintained and operated by Society for the recreational enjoyment of all the citizens of the City. In furtherance of this intent, the City agrees to appropriate and provide annually such sums as the City Council may in its sole discretion deem proper to operate, maintain, promote and manage the Zoo and fulfill its obligations under the terms and conditions of this Agreement. Funds appropriated annually to the Zoo by the City will be expended by the Society for the purposes indicated in the approved budget and consistent with this Agreement. Each month commencing with the month of January 2026, City will disburse to Society one-twelfth (1/12th) of the annual appropriation. Admission charges or fees or other funds received by Society in excess of receipts shown on the approved budget will not result in a reduction in disbursement of City's appropriated and approved funds.

7. The Society shall keep separate records of all gifts, endowments, requests or devises to the Society, together with income therefrom, and disburse said funds by traceable means such as online payments, credit card or bank checks authorized by its duly authorized officer or agent for the operation, management, promotion and maintenance of the Zoo unless such expenditures are inconsistent with the duties and obligations of the Society toward the donors of such gifts, bequests, endowments or devises.

8. The Society shall maintain proper books of account of all its monies and properties, shall make an annual report to the City Council and the Mayor of its accounts and expenditures, and shall submit itself and its books and records to whatever inspection, audit or check the City Council or Mayor may desire from time to time.

9. Annually, as requested by the City, the Society shall submit to the City Council and the Mayor for approval a proposed Zoo budget for the following calendar year. Each proposed Zoo budget shall include all projected and available funds, including unexpended balances from prior years, and revenues as well as anticipated expenditures and conform to City budget procedures.

10. All monies and funds received by the Society either from the operation of the Zoo or concessions thereon, including admission charges or fees, or from the City, or from grants, contributions, gifts or donations (except those restricted in their use to purposes inconsistent herewith), shall be the separate property of Society and be used exclusively for the operation, management, promotion and maintenance of the Zoo for the benefit of the general public.

Termination.

11. This Agreement may be terminated at any time by mutual agreement, or by either

party under circumstances and conditions as follows:

(a) If either party is in default hereunder, the nondefaulting party may give written notice to the defaulting party specifying the default, and if such default shall continue for 35 days after receipt of such notice (unless such default cannot with due diligence be wholly cured within said 35- day period, in which case the defaulting party shall have such longer period as shall be necessary to cure the default, so long as the defaulting party proceeds promptly to cure the default within such 35-day period, prosecutes the cure to completion with due diligence, and advises the nondefaulting party from time to time, of the actions taken and progress made) the nondefaulting party may terminate this Agreement upon seven (7) days prior written notice.

(b) The City may terminate this Agreement at any time for any reason by first giving the Society notice in writing, served by mail or otherwise, notifying the Society that such action is contemplated by the City, and setting forth its specific reasons for the proposed termination of this Agreement. The Society shall be given an opportunity to be heard on the matter by the City Council before such action is taken, if the Society so desires. If terminated by the City, the Society shall, as soon as the City is prepared to accept the management and control of the Zoo, but in no event later than three hundred sixty (360) days after the date of written notice, quit and surrender said Zoo, exhibits and personal property to the City.

(c) The Society may cancel and terminate this Agreement at any time for any reason after providing no less than three hundred sixty (360) days prior written notice to the City.

(d) In the event of the termination of this Agreement, all exhibits, animals (other than leased animals) collections, equipment, supplies and property of all kinds owned by the City or purchased in whole or in part by Society with City funds or nonrestricted gifts, contributions or grants received by Society during the term of this Agreement or the 1990 and 1993 Agreements, and in possession or control of the Society shall be delivered to the City. All exhibits, animals, collections, equipment, supplies or property purchased by Society from funds other than those described in the previous sentence, shall be first offered to the City for purchase prior to any other use or disposition of the same by Society. All improvements to the Zoo whether made at Society's expense or at the City's expense shall become on the date of termination the property of the City. All funds and monies in possession of the Society shall be delivered to the City, except such trust funds of Society which must be disbursed by the Society consistent with the duties and obligations of the Society toward the donors of such funds or monies.

(e) In the event of the termination of this Agreement, the parties hereto shall cooperate to ensure all animals loaned or leased to Society by partner zoos or the Association of Zoos and Aquariums ("AZA") are either returned to the owning organization or new agreements regarding the animals' custody and care are executed. The parties will cooperate to care for such animals during the termination process.

(f) Upon expiration of the term of this Agreement or any Extended Term, the Society shall quit and surrender the Zoo and deliver to City all exhibits, funds, monies and property in accordance with the provisions of paragraph 10(d) within sixty (60) days or such other

mutually agreed upon timeframe.

Facilities, Maintenance, and Capital Improvements.

12. If Society makes any minor change, alternation or improvement to the Zoo, exclusive of regular maintenance, Society shall give written notice thereof to the City (Director of Parks and Recreation) at least annually. Society shall not make any change, alternation or improvement to the Zoo having a cost of $25,000.00 or more without prior written approval of the City. It is the intent of the parties to work together on capital improvement projects and in identifying sources of revenues, both public and private. The City agrees to review all capital improvement projects recommended by the Society and further agrees that in the event any proposed capital improvement project is to be financed solely by Society from private funds, approval of such projects by the City shall not be unreasonably withheld.

13. The Society shall hereby have custody and control of all animals presently on exhibit at the Zoo. Said custody and control shall continue for the effective term of this Agreement. The Society agrees that it will treat, keep and care for said animals, in accordance with the highest standards applicable to up-to-date and modern zoos to the best of its ability. The Society shall have the authority to sell or trade animals for the sole purpose of improving the exhibits at the Zoo. The Society shall provide all care and maintenance for the animals and exhibit equipment at its expense. In addition, the Society shall maintain a high standard of Zoo operations which comports with the requirements of accreditation under the Standards of the American Zoo and Aquarium Association, and in the interest of public health and safety.

14. As a means of fostering communication and cooperation between the City and the Society, the Society may schedule periodic appearances before the City Council at work sessions to discuss matters concerning the Zoo. In addition, the City shall appoint two board members with full voting rights, and may appoint an additional two ex-officio non-voting board members to the Zoo's Board of Directors consistent with paragraph 23 of this Agreement. The voting members appointed by the City shall not be employed with the City's Department of Parks and Recreation.. Society agrees and understands that its operation and maintenance of the Zoo is under the general administration of the Director of Parks and Recreation and in order to comply with City Charter provisions 13-2 and 13-3, the Society shall meet with the Director of Parks and Recreation at least twice a year to review the Society's operation, maintenance and administration of the Zoo.

15. The City shall at all times have access to all parts of the Zoo, though Society may require City's access to be accompanied by Zoo personnel in animal areas, where appropriate. The Society is authorized to enforce City ordinances, rules and regulations (except those criminal in nature) affecting public use of the Zoo as may be necessary to ensure an orderly operation in the interest of public health and safety and the health and safety of the Zoo animals.

Insurance and Indemnification.

16. Society shall maintain general liability, automobile liability, and worker's compensation insurance policies meeting the minimum requirements below:

(a) Commercial General Liability Insurance. Society 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 Society 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. The policy shall also provide coverage for contractual liability assumed by Zoo under the provisions of the agreement. The policy shall also provide coverage for contractual liability assumed by Zoo under the provisions of the agreement, and "Completed Operations and Projects Liability" coverage.

(b) Comprehensive Automobile Liability Insurance. Society shall procure and maintain during the period of the agreement and for such additional time 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. Alternate coverage of combined single limit, each accident, in an amount of not less than $1,000,000 may be accepted at the discretion of the Purchasing Director. This insurance shall include uninsured-underinsured motorist coverage and shall protect Society from any and all claims arising from the use both on and off the site of the project of automobiles whether owned, leased, hired or used by Society.

(c) Workers' Compensation Insurance. Worker's compensation insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City

(d) Professional Liability Insurance. If any licensed professionals are engaged in the performance of Society's obligations under this Agreement, professional liability insurance with coverage of not less than $1,000,000 must be provided in a form and with a deductible acceptable to the City.

17. Society forever releases and waives any and all claims, known and unknown, presently existing or arising in the future, and any suit or action in law or equity against City and its officers, employees, agents, and independent contractors ("Released Parties") in any court or tribunal, based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, property damage, or loss that Society may suffer, related to or caused by the Released Parties which are in any way related to the Zoo, or any vehicle, object, thing, or activity in any building or facility owned, operated, or controlled by the Released Parties; provided, however, that the foregoing release and waiver shall not apply to claims arising out of or relating to the Released Parties' gross negligence, willful misconduct or breach of this Agreement.

18. Society shall not file, pursue, or prosecute any suit, action, or proceeding, in law

or in equity, in any court or tribunal, against the Released Parties, based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, property damage, or loss that Society may suffer related to or caused by the Released Parties which are in any way related to the Zoo or any vehicle, object, thing, or activity in any building or facility owned, operated, or controlled by the Released Parties; provided, however, that the foregoing covenant shall not apply to claims arising out of or relating to the Released Parties' gross negligence, willful misconduct or breach of this Agreement.

19. Society shall indemnify, defend, and hold harmless the Released Parties against any liability for any damages, attorneys fees, and restitution that may be imposed by any court or tribunal in any suit, action, or proceeding in law or equity filed by any person or entity based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, property damage, or loss that Society may suffer, related to or caused by the Released Parties which are in any way related to the Zoo or this Agreement, or any vehicle, object, thing, or activity in any building or facility owned, operated, or controlled by the Released Parties; except to the extent such liability arises out of or relates to the Released Parties' gross negligence, willful misconduct or breach of this Agreement.

20. The City shall maintain its present levels of property insurance coverage relating to the Zoo during the term of this Agreement.

Contact Persons and Notices.

21. Society shall designate two people (the primary contact and an alternate) responsible for performance of this contract. The names, addresses, and telephone numbers of such person(s) shall be provided to the City and shall be kept current at all times.

22. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if hand-delivered or sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the following address or at such other address as may be subsequently furnished in writing to the other party:

If to City:
Mayor
City of Pueblo
1 City Hall Place
Pueblo, Colorado 81003

With an additional copy to:
City Attorney
City of Pueblo
1 City Hall Place
Pueblo, Colorado 81003

Parks Director
City of Pueblo
1 City Hall Place
Pueblo, Colorado 81003

If to Society:
Executive Director
Pueblo Zoological Society
3455 Nuckolls
Pueblo, Colorado 81005,

Miscellaneous.

23. The Society is managed by a Board of Directors consisting of 12-15 board members of which two shall be appointed by the City. In addition, the City may appoint an additional two ex-officio board members. The City appointed board members shall serve pursuant to the terms and conditions of the Society's Bylaws. Society shall effect this provision within six (6) months of the execution of this Agreement.

24. The Society is prohibited from assigning this Agreement to any third persons without the prior consent of the City. Any assignment without the consent of the City shall be void.

25. All functions and activities with respect to the administration and operation of the Zoo not specifically delegated to Society by this Agreement are reserved and retained by the City.

26. The relationship of the Society to the City is that of an independent contractor. No agent, employee or subcontractor of Society shall be or be deemed to be an agent, employee or subcontractor of the City. Society shall be solely and entirely responsible for its acts and omissions and the acts and omissions of its agents, employees and subcontractors. The Society shall indemnify, save and hold harmless City, its officers, employees and agents, against any and all claims, damages, liability and awards, including costs, expenses, expert witness fees and attorney fees incurred as a result of any act or omission by Society, or its employees, agents or subcontractors.

27. Pueblo Zoological Society certifies that it has complied with the United States Immigration Reform and Control Act of 1986. Pueblo Zoological Society represents and warrants that to the extent required by said Act, all persons employed by Pueblo Zoological Society for performance of this Agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

28. Society covenants and agrees that no person on the grounds of race, creed, color, national origin, sex, sexual orientation, age, marital status, or mental or physical disability, shall be excluded from employment or application for employment, or from participation in, or denied the benefit of or be otherwise subject to discrimination in the use of the Zoo or the furnishing of

services thereon.

29. In the event of any litigation arising out of this Agreement, the court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

30. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the unaffected provisions hereof shall remain in full force and effect.

31. This Agreement sets forth the entire understanding between City and Society. No charge, modification or amendment shall be valid or enforceable unless set forth in writing and signed by City and Society.

32. This Agreement shall be governed by the laws of the State of Colorado and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and approved assigns.

33. This Agreement supersedes the City of Pueblo Zoo Management Agreement entered into on September 1, 1998, as amended and modified, between City and Society (the "1998 Agreement") and all subsequent amendments shall terminate and any remaining obligations under previous agreements shall be considered merged into the current Agreement.

34. No Multi-Fiscal Year Obligation on City. This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of City which may arise under this Agreement in any fiscal year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this Agreement, including any sub-agreement, attachment, schedule or exhibit thereto, by the City. City may in its sole and absolute discretion terminate this Agreement for reasons of non-appropriation immediately upon written notice without causing default or breach.

35. No Third-Party Beneficiaries; No Waiver of Immunities. Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

36. Waiver of Breach. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

37. Electronic Signatures. This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission,

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

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By_____
Heather Graham, Mayor
Date: _____

Attest:_____
City Clerk

_____
APPROVED AS TO FORM:

_____
City Attorney

PUEBLO ZOOLOGICAL SOCIETY
A COLORADO NON-PROFIT CORPORATION

By_____
Name_____
Title _____
Date: _____

By_____
Name _____
Title_____
Date _____

EXHIBIT A

That portion of the property legally described as ALL LOTS IN BLK 2 UPLANDS PK outlined in black on the attached map and commonly known as 3455 Nuckolls Ave, Pueblo, CO 81005.


GOODNIGHT AVE
0534005001
PARKSIDE LN
PUEBLO BLVD
NUCKOLLS AVE
CITY PARK AVE

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE APPROVING A MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE NATURE AND WILDLIFE DISCOVERY CENTER, A COLORADO NONPROFIT CORPORATION FOR THE MANAGEMENT AND OPERATION OF THE NATURE CENTER AND PUEBLO MOUNTAIN PARK

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to execute a management agreement with the Nature and Wildlife Discovery Center ("Manager") for the management and operation of the Nature and Raptor Center and Pueblo Mountain Park.

PREVIOUS COUNCIL ACTION:

On April 14, 2008, City Council approved Ordinance No. 7791, approving a Management Agreement with the Mountain Park Environmental Association for management and maintenance relating to the Pueblo Mountain Park.

On July 13, 2015, City Council approved Resolution No. 13266, approving a Management Agreement dated August 1, 2015 with the Nature and Raptor Center of Pueblo, Inc. relating to the management and maintenance of the Nature Center.

After the Nature and Raptor Center of Pueblo merged with the Mountain Park Environmental Association, City Council approved Ordinance No. 9493 on July 8, 2019, approving addendums to the Management Agreements for both the Pueblo Mountain Park and Nature Center, reflecting management of both parks by the merged entity, the Nature and Wildlife Discovery Center.

BACKGROUND:

Since its formation in 2019, the Nature and Wildlife Discovery Center has contracted

with City to manage both the Pueblo Mountain Park and the Nature Center. The parties desire to continue this arrangement through 2026 and potentially extend the agreement through 2027. The proposed Agreement would consolidate prior separate agreements for the management of the Mountain Park and management of the Nature Center into one agreement that would govern the management of both City resources.

FINANCIAL IMPLICATIONS:

The City does not pay a management fee to the Nature and Wildlife Discovery Center for the management of Pueblo Mountain Park or the Nature Center. Subject to appropriation, the City may provide funds necessary to repair and/or replace the physical facilities, fixtures, or equipment of the Nature Center or Mountain Park.

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 retain the Nature and Wildlife Discovery Center to manage the Pueblo Mountain Park or the Nature Center.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Mountain Park and Nature Center Consolidated Agreement with exhibits

ORDINANCE NO.

AN ORDINANCE APPROVING A MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE NATURE AND WILDLIFE DISCOVERY CENTER, A COLORADO NONPROFIT CORPORATION FOR THE MANAGEMENT AND OPERATION OF THE NATURE CENTER AND PUEBLO MOUNTAIN PARK

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

SECTION 1.

The Management Agreement effective January 1, 2026 between the City of Pueblo, a Colorado municipal corporation, and the Nature and Wildlife Discovery Center, a Colorado nonprofit corporation, 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 Management Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Ordinance and the attached Management Agreement which are necessary or desirable to effectuate 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

A MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE NATURE AND WILDLIFE DISCOVERY CENTER, RELATING TO THE MANAGEMENT OF THE NATURE CENTER AND PUEBLO MOUNTAIN PARK

THIS MANAGEMENT AGREEMENT ("Agreement") entered into as of January 26, 2026 ("Effective Date") by and between the City of Pueblo, a municipal corporation ("City"), and the Nature and Wildlife Discovery Center, a Colorado nonprofit corporation ("Manager"), WITNESSTH:

DEFINITIONS:

The following terms when used herein shall be defined as follows:

(a) "Nature Center" shall refer to and include both the real property described in attached Exhibit "A" as leased from the State of Colorado, as well the real property described in Exhibit "B" owned by the City; and all improvements thereon, whether now existing or hereafter constructed or installed.

(b) "Pueblo Mountain Park" or the "Mountain Park" shall refer to and include the approximately 608.834 acres of land described in Exhibit "C" and all systems, buildings and facilities located thereon, including, without limitation, the roads and road system, water system, individual sewage disposal systems, and the buildings and facilities listed and described in Exhibit "D."

(c) "Horseshoe Lodge" or "Lodge" shall refer to the two-story horseshoe building generally located within and adjacent to the east boundary of Pueblo Mountain Park.

RECITALS

WHEREAS, City is the lessee under lease agreement dated June 29, 2001 between City and the State of Colorado, acting by and through the Department of Natural Resources for the use and benefit of the Board of Parks and Outdoor Recreation as lessor of the real property described in Exhibit "A" and as owner of the real property described in Exhibit "B".

WHEREAS, City is the owner of Pueblo Mountain Park.

WHEREAS, Manager continues to operate Nature Center pursuant to an agreement between the City and Manager's predecessor-in-interest, Nature and Raptor Center of Pueblo, Inc., effective August 1, 2015.

WHEREAS, Nature and Raptor Center of Pueblo, Inc. merged with the Mountain Park Environmental Association ("MPEA"), a Colorado nonprofit corporation effective January 1, 2018, and assumed obligations arising from MPEA's contract with City for management of Mountain Park.

WHEREAS, City and Manager entered into Addendum No. 1 effective July 8, 2019, reflecting merger of MPEA and Nature and Raptor Center, Incorporated, forming the Nature and Wildlife Discovery Center.

WHEREAS, City and Manager are desirous of entering into a management agreement for the Nature Center and Mountain Park upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual recitals and covenants contained herein, City and Manager agree as follows:

1. Appointment. City hereby appoints and retains Manager to, and upon the conditions herein set forth, as an independent contractor, to develop, promote, operate, manage, and maintain the Nature Center and Mountain Park, and Manager does hereby accept such appointment. Manager and City agree to perform all assigned functions and obligations under this Agreement in compliance with the terms of this Agreement and agree to be bound by all applicable laws, ordinances, and regulations now in effect or hereafter enacted. Manager agrees and understands that the Nature Center and Mountain Park are under the general administration of the Director of Parks and Recreation ("Director") and, in compliance with Sections 13-2 and 13-3 of the City Charter, Manager shall meet with the Director at least semi-annually to review Center's operation, maintenance, and administration of the Nature Center and Mountain Park.

2. Term.

2.1 Initial Term. The initial term of the Agreement is one (1) year and zero (0) months, commencing January 1, 2026 and ending December 31, 2026, unless sooner terminated in accordance with Agreement terms.

2.2 Renewal. If not in default hereunder, Manager shall have the option to renew the Agreement for an additional term of one (1) year at the end of the initial term, or any subsequent renewal term, upon the same terms, covenants, and conditions. If Manager desires to renew the Agreement for an additional term, Manager must in writing notify City of such desire at least ninety (90) days prior to the end of the then-current term. Should Manager fail to provide such notice, this Agreement shall terminate at the end of the then-current term. At least sixty (60) days prior to the end of any term, City may notify Manager of its intent not to renew the Agreement, in which case it shall terminate at the end of the then-current term.

3. Use of Nature Center, Conditions. Manager shall continuously use the Nature Center solely for the purpose of developing, operating, and maintaining Nature Center. Management and use of Nature Center are subject to and conditioned upon the following covenants which Manager agrees to perform and comply with:

3.1 Manager shall comply with all applicable ordinances, laws, and regulations affecting the Nature Center and the use thereof by Manager, including, without limitation, environment, wetlands protection, and health and hazardous waste laws, ordinances, and regulations.

3.2 Manager acknowledges that this Agreement and all terms, covenants, and conditions herein and use of the Nature Center are in all respects subject and subordinate to the terms, covenants and conditions of the lease agreement between City and State of Colorado. Manager acknowledges receipt of a copy of the superior lease. If the superior lease with respect to the Nature Center is terminated for any reason, this Agreement shall terminate without liability to City.

3.3 Manager shall maintain the Nature Center in good condition, appearance, and state of repair, regardless of cause or need for maintenance and repairs, using reasonable care according to the highest standards in the industry. Manager shall be responsible, at its sole expense, for all routine maintenance of Nature Center, its physical facilities, fixtures, and equipment. Manager shall pay the first one thousand dollars ($1,000) per occurrence, to

repair and/or replace the physical facilities, fixtures, or equipment. Manager's cumulative financial responsibility for maintenance, repair, or replacement under this section shall not be expected to exceed the amount approved by City in its 2026 non-departmental allocation for such purposes. Thereafter, City, at its sole discretion and contingent upon availability of funds for such purposes, shall pay all remaining amounts necessary to repair and/or replace the physical facilities, fixtures, or equipment so long as the repair and/or replacement is not necessitated by the negligence of the Manager, its employees, agents, subcontractors, guests, or invitees. Should the repair or replacement be necessitated by the negligence of Manager, its employees, agents, subcontractors, guests, or invitees, Manager shall bear sole and exclusive liability for the repair or replacement. All invoices provided to Manager for maintenance, repair, and/or replacement of any portion of the Nature Center shall be paid within forty-five (45) days of the invoice. Manager shall, upon termination or expiration of the Agreement, deliver and surrender Nature Center in good condition, appearance, and state of repair.

3.4 Manager shall not permit, create, commit, or allow and shall protect Nature Center against: any loss, damage, dangerous condition, injury or waste, ordinary wear and tear, fire or other casualty not under its control, and acts of God excepted. Manager shall not set any portion of the Nature Center on fire; or use any incendiary or explosive devices without prior written approval of the Pueblo Fire Department and City, and after obtaining all required permits from the City.

3.5 City may enter Nature Center at any reasonable time to view the Property and examine the conditions thereof, and for any lawful purpose necessary to enforce applicable laws and ordinances and the provisions of this Agreement. If so directed by the City after inspection of the Property, Manager shall perform all necessary additional clean-up at its sole expense.

3.8 Manager shall keep and maintain accurate and complete accounts and records of all activities and transactions conducted by Manager on or from the Nature Center, including without limitation sales receipts, inventory lists, equipment logs, third-party agreements, purchase orders, payroll, financial records, tax returns, and bank statements, or any subcontractor contracted by Manager to work, manage, or operate all or a portion of the Nature Center, in accordance with generally accepted accounting principles, which accounts and records shall be available for inspection, copy, and audit by City during normal business hours. Manager shall retain all such accounts and records for a minimum period of three (3) years after termination of this Agreement.

4. Use of Nature Center, Activities.

4.1 The scheduling of permitted activities within the Nature Center and the conduct of such activities, including the frequency and type of activities, shall be the responsibility of Manager and within its discretion.

4.2 All activities conducted at the Nature Center shall be open to the general public and, if applicable, shall by sanctioned by an appropriate sanctioning body. Manager may charge a reasonable fee or admission charge, provided, that all such fees and charges shall be used in the development, management, and operation of the Nature Center and

Manager shall submit to City at least annually an accounting of the revenue from such fees and charges including their expenditures.

4.3 All ordinances of the City of a regulatory or police nature, including without limitation, building codes and traffic ordinances, shall apply to and govern the Nature Center and activities conducted thereon the same as if the Nature Center were located within the City. Manager shall control all noise and fugitive dust from roadways and activities conducted within Nature Center.

4.4 Manager shall obtain prior written permission from Director prior to hosting any special or non-standard event.

5. Development of Nature Center.

5.1 The Nature Center shall only be used and developed in accordance with its current purpose and subject to the Master Lease.

5.2 All buildings and other improvements of a permanent nature which Manager plans to construct on Nature Center premises must receive preliminary written approval from Director. In addition, the plans must be designed by a professional engineer or architect and submitted to the Director for review and written approval prior to the commencement of construction.

5.3 All buildings and improvements presently existing on Nature Center premises or hereafter constructed and installed on premises shall be and remain the property of the City, except that, if Manager constructs or installs any building or improvement within Nature Center without written approval of the Director as provided in section 5.2 above, City may, at its option, require Manager to remove such building or improvement and restore the Nature Center to the condition existing prior to the construction or installation of such building or improvement.

5.4 Manager shall not cause or permit any lien or encumbrance to be placed on or asserted against the Nature Center or any building or improvement thereon.

5.5 Manager shall not raze, remove, structurally change, or substantially alter or modify any building, structure, or improvement within the Nature Center without first obtaining written approval of Director.

5.6 City shall maintain the lift station, force main septic line, gravity line, and leach field necessary to move sewage from the Nature Center.

5.7 The force main septic line, gravity line, and lift station contained on the Nature Center property shall remain the property of the City.

6. Nature Center Utilities and Roads.

6.1 Manager shall at its expense install, extend, and maintain all roads within the Nature Center and access roads to the Nature Center, except County Roads, and utility services to the Nature Center and pay all charges for all utilities serving the Nature Center.

6.2 Manager shall maintain and repair the, drains, and plumbing, at the Nature Center by performing at least the following maintenance and repairs:

(a) At the nature center building: pumping, cleaning, and all pipes, elbows, baffles, and vents at least once annually; and

(b) At the raptor center building: cleaning, repairing, and inspecting the plumbing and outflow to the gravity line at least annually.

(c) Manager shall not install or operate a commercial kitchen on premises without prior written City approval.

6.3 Manager shall enter into and maintain in place throughout the term of this Agreement a continuing written contract with a firm, which is, in the City's sole and absolute discretion, qualified to perform the maintenance and repairs required in Section 6.2. The contract shall expressly provide that the firm shall perform the maintenance and repairs required in Section 6.2.

6.4 Manager shall provide the City's Wastewater Enterprise with a copy of the contract required in Section 6.3 within 60 days after this Agreement is executed by all parties and on the anniversary of such execution every year thereafter that this Agreement remains in effect.

6.5 Manager shall pay all costs associated with the repairs and maintenance required by Sections 6.1, 6.2, and 6.3.

6.6 Manager shall pay all electrical utilities necessary to provide power to the lift stations.

7. <u>Use of Mountain Park, Conditions.</u>

7.1 Manager shall, from Effective Date and during the effective period of the Agreement, at its expense, maintain the Mountain Park and all improvements and systems therein including, without limitation, City's buildings and facilities and City's personal property, in good, clean, and safe condition, appearance, and repair. City shall not be responsible for any repairs or maintenance to Mountain Park or its improvements or systems including, without limitation, City's personal property, provided, however, that City will maintain the exterior of the Lodge, pavilion, and the two caretaker residences, provided further, however, that if the Lodge, pavilion, or any of the caretaker residences are damaged or destroyed by any act or casualty, City, in its sole discretion, without any obligation to do so, may or may not repair or rebuild same. Manager shall not conduct any waste on or within the Mountain Park or any improvements thereon and shall comply with all laws, ordinances, and regulations affecting Manager's use of the Mountain Park and all activities conducted thereon.

7.2 Manager shall ensure the provision of water service to Mountain Park facilities through Pine Drive Water. Manager shall be responsible for maintenance, repair, replacement, and upgrading, if required, of the existing cisterns and individual sewer disposal systems. City shall not be responsible for the interruption or failure of any such service or other utilities regardless of the cause of such interruption or failure.

7.3 Manager shall not make any alteration, improvement, or remodeling to the Mountain Park or improvements thereon without adequate funds therefor and City's prior written consent, which consent shall not be unreasonably withheld. All approved alterations, improvements, and remodeling to the Mountain Park or any improvement thereon shall be at Manager's expense and become part of the Mountain Park and shall be designated, constructed, and installed in compliance with all applicable laws, codes, and ordinances including, without limitation, the U.S. Secretary of the Interior's Standards of the Treatment of Historic Properties. Manager shall not cause or allow any mechanics' liens to be filed against the Mountain Park or any part thereof and Manager shall cause any such mechanics' liens to be discharged and released.

7.4 City shall at all times have access without restriction to all parts of the Mountain Park including, without limitation, City's buildings and facilities and City's personal property. Manager is authorized to enforce City's ordinances, rules, and regulations (except those criminal in nature) affecting the use of the Mountain Park as may be necessary to accomplish an orderly operation in the interest of public health, welfare, and safety.

7.5 City may inspect all parts of Mountain Park at any time to determine if any cleaning is necessary, including but not limited to fluid spills, major debris, screws, and glass. If so directed by the City after inspection of the Mountain Park, Manager shall perform all necessary additional clean-up at its sole expense.

7.6 Manager shall not set any portion of the Mountain Park on fire, or use any incendiary or explosive devices without the prior written approval of the Pueblo Fire Department and Director, and after obtaining all required permits from the City.

7.7 Notwithstanding any provision in this Agreement to the contrary or which may be construed to the contrary, City assumes no obligation or responsibilities to keep or maintain the Mountain Park or any facility thereon in good and safe condition, appearance, or state of repair, regardless of cause of need for maintenance and repair.

7.8 Each July, Manager shall submit to the Mayor a proposed Pueblo Mountain Park budget for the following year. Each proposed annual budget shall include all projected and available funds, including unexpected balances from prior years, and revenues as well as expenditures and conform to the City's budget procedures.

7.9 Manager shall obtain prior written permission from the Director prior to hosting any special or non-standard event.

8. **Use of Mountain Park, Activities.** City does hereby delegate to Manager the authority to perform, and Manager agrees that it shall perform, the following functions:

8.1 Operate the Mountain Park as a public park for the use and benefit of the City and general public;

8.2 Develop, implement, coordinate, and provide a variety of programs which allow students, as well as families and adults, the opportunity to learn about and enjoy the natural and cultural history of the Mountain Park;

8.3 Develop and maintain in the Lodge an environmental education center providing multi-day environmental education programs for area schools and groups;

8.4 Develop, implement, and maintain interpretive media at the Lodge and other locations in the Mountain Park which will increase the awareness and appropriateness of the uses of the Mountain Park;

8.5 Develop, implement, and continue programs for and to otherwise encourage individuals and groups to use the Mountain Park;

8.6 Develop, implement, and coordinate the public use of the Lodge as a retreat Lodge;

8.7 Designate the uses to which the Mountain Park may be put including the authority to schedule all events at the Mountain Park by individuals or groups, and conducting educational classes lectures, and other public functions, subject to the reserved usage of the Lodge and pavilion and further subject to modification by Resolution of the City Council;

8.8 Establish and charge reasonable fees for the use of the Mountain Park or any portion thereof, subject to modification by Resolution of the City Council

8.9 Obtain and/or continue in effect all licenses and permits necessary or required for the operation of the Mountain Park and all improvements and facilities located thereon; and

8.10 Solicit financial contributions and grants from the general public, private foundations and other sources.

9. Hazardous Materials. If the presence of Hazardous Materials on Nature Center premises or Mountain Park is caused or permitted by Manager, or for which the Manager is otherwise legally obligated, results in the contamination of the Nature Center or Mountain Park, then Manager shall immediately remove, clean up, and remediate the contamination. Manager shall indemnify, defend, and hold City and State of Colorado harmless from all claims, judgments, damages, penalties, fines, costs, liabilities, or losses, including all expenses and reasonable attorney fees, which arise, directly or indirectly, during Manager's use and occupancy of the Property, or during or after the expiration or termination of the Agreement as a result of such contamination or failure of Manager to comply with applicable federal, state, and local environmental, wetlands protection, health, and hazardous waste laws, ordinances, and regulations. The term "Hazardous Materials" includes, without limitation, any material or substance that is (i) defined or designated as a "hazardous substance," "hazardous waste," or a "regulated substance" under applicable state or federal law or regulation, (ii) petroleum products, or (iii) asbestos. The indemnification provisions of this section and section __ shall survive the termination of this Agreement.

10. NO WARRENTIES OR REPRESENTATIONS, "AS IS" CONDITION. MANAGER ACKNOWLEDGES AND AGREES THAT CITY HAS NOT MADE NOR HEREIN MAKES ANY WARRANTIES OR REPRESENTATIONS WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, or otherwise, or with respect to the quality or condition of Nature Center or Mountain Park or any part thereof, including without

limitation, city's buildings and facilities and City's personal property, environmental or otherwise. Manager acknowledges that it has had the opportunity to inspect the Nature Center and Mountain Park and agrees to retain possession and use thereof on effective date in their then condition on an "as is and with its faults" basis.

11. Manager's Representations. Manager represents and warrants that:

11.1 Manager is a nonprofit corporation duly organized and existing under laws of the State of Colorado and an exempt organization described in section 501(c)(3) of the U.S. Internal Revenue Code.

11.2 Manager has approved and authorized by all necessary actions and approvals the Agreement and its execution and delivery by its undersigned officers.

11.3 This Agreement constitutes the valid and legally binding obligation of Manager and is enforceable against Manager in accordance with its terms.

11.4 Each person signing this Agreement on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Agreement on behalf of such party and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

12. Colorado Governmental Immunity Act. No term or condition of the Management Agreement shall be construed or interpreted as a waiver, either express or implied, of any immunities, rights, benefits, or protection provided or available to City under applicable law including without limitation those provided and available to City under the Colorado Governmental Immunity Act, CRS § 24-10-101, *et seq*., as amended or may be amended. The parties understand and agree that the City's and its officers', agents', and employees' liability for claims for injury to persons or property is controlled and limited by the provisions of CRS § 24-10-101, *et seq*., as amended or may be amended. Any provision of the Agreement, whether or not incorporated herein by reference, shall be controlled, limited, and otherwise modified so as to limit any liability of the City, its officers, agents, and employees to the above-cited law.

13. Insurance and Liability.

13.1 Manager shall, at its expense, maintain and keep in force:

(a) commercial general liability insurance, including contractual coverage naming the City as an additional insured with coverage amounts not less than $1 million single limit for property damage and personal injury;

(b) automobile liability insurance with coverage amounts not less than $1 million; and

(c) workers' compensation insurance required by Colorado law. Manager shall furnish copies of certificates of such insurance to the Director.

13.2 Manager shall be in control and possession of the Nature Center and Mountain Park as provided herein, and City shall not, in any event whatsoever, be responsible or liable

for any injury or damage to any property or person while on the Nature Center or Mountain Park premises, or arising out of the use of Nature Center or Mountain Park premises by Manager or activities conducted thereon. As to the City, Manager agrees to assume the risk of all injuries, including death resulting therefrom, to persons, and damage to and destruction of property, including loss of use thereof resulting from or arising out of, directly or indirectly, wholly or in part, any activities or prosecution of work undertaken by Manager or by the use of the Nature Center or Mountain Park by Manager, or use by others under Manager's supervision, control, or permission. Manager shall indemnify, defend, and hold harmless City and its officers, agents, and employees from any and all claims of liability arising from operation of Nature Center or Mountain Park, including cost of defense and reasonable attorney fees.

14. **Worker Authorization Required**. Manager shall submit to the Purchasing Agent of City its certification that it does not knowingly employ or contract workers without authorization to lawfully work in the U.S. under this Agreement in compliance with the U.S. Immigration Reform and Control Act of 1986. Manager represents and warrants that, to the extent required by said Act, all persons employed by Manager for performance of this Agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

15. **Colorado Open Records Act.** Manager acknowledges that City is a governmental entity subject to the Colorado Open Records Act, CRS § 24-72-201, *et seq.*, and that records provided or produced under this agreement, including those marked proprietary or confidential, may be subject to public disclosure. Manager agrees that it will fully cooperate with City in the event of a request or legal action arising from said statute.

16. **Discrimination Prohibited.** Manager shall not, in the use or operation of the Nature Center, Mountain Park, or activities conducted thereon, discriminate against any individual or group on the basis of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, national origin, or ancestry.

17. **Governing Law and Venue, Attorney's Fees**. In the event of any litigation arising out of this Agreement, the court shall award to the prevailing party all costs and expenses, including but not limited to, reasonable expert witness and attorney fees. This Agreement shall be governed by the laws of the State of Colorado. Venue for any such litigation shall be Pueblo County, Colorado. To the extent permitted by law, each party waives their right to a jury and consent to all litigation being tried to the court.

18. **Entire Agreement, Severability, Amendments.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written. This Agreement terminates all prior Agreements between City and Manager upon Effective Date. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same agreement. No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

19. **Miscellaneous Provisions**.

19.1 No assent, express or implied, by City to any breach or default by Manager in the performance of any one or more of the covenants hereof shall be deemed or taken to be a waiver of any succeeding breach of or default in the same or different covenant.

19.2 This agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

19.3 Nothing in this Agreement, expressed or implied, is intended nor shall be construed to confer upon, or give to, any person or entity other than the City or Manager any right, remedy, or claim under or by reason of this Agreement or any covenant, condition, or provision hereof, and all covenants, conditions, provisions and agreements contained in this Agreement by or on behalf of City or Manager shall be for the exclusive and sole benefit of City and Manager. Nothing in this Agreement is intended, nor should it be construed, to waive any immunities or limitations conferred under federal or state law.

19.4 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, Section 20 of the Colorado Constitution or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after 2015, 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 City.

19.5 Manager shall not assign this Agreement or any of its rights thereunder or sublet all or any part of Nature Center or Mountain Park without prior written approval of the Director.

19.6 All water rights and all right, title, and interest in and to all minerals, ores, sand and gravel, metals of any kind and character, coal, asphalt, oil, gas, or like substances, in, on, or under the Nature Center or Mountain Park, including the right of surface entry thereto, are reserved by the City and Manager shall claim no rights thereof.

20. **Requests to Director, Approval.** Any request for approval of the Director required by this Agreement shall be deemed denied if such approval is not given by the Director in writing within thirty (30) days after receipt thereof by Director. Approval of Director may be withheld if, including by not limited to, Director deems any plan for construction or improvements to be not in compliance with Master Plan, or Manager has failed to comply with the requirements of this Agreement or any law, regulation, or ordinance, or Director has determined that the granting the request would not be in the best interests of the Nature Center, Mountain Park, City, State of Colorado, or any subsidiary thereof.

21. **Notice.** Any notice required or permitted herein shall be in writing and delivered personally or by first-class mail, postage prepaid, as follows:

If to City:
Director of Parks and Recreation
City of Pueblo
800 Goodnight Avenue
Pueblo, Colorado 81005;

and Mayor
City of Pueblo
1 City Hall Place
Pueblo, Colorado 81003.

If to Manager:
Nature and Wildlife Discovery Center
Attn: Executive Director
9112 Pueblo Mountain Park Rd
P.O. Box 99
Beulah, CO 81023

Each party reserves the right to change its address provided notice of such change is given in accordance herewith.

22. <u>Termination.</u>

22.1 If Superior Lease with respect to Nature Center is terminated for any reason, this agreement shall terminate.

22.2 If Nature Center or Mountain Park shall be taken by right of eminent domain, in whole or in part, this Agreement shall terminate and all compensation and damages which may be awarded for such taking shall belong to and be the sole property of City.

22.3 This Agreement may be terminated by mutual consent.

22.4 If either party is in default hereunder, the non-defaulting party may give written notice describing the default to the defaulting party. If the defaulting party does not correct such default within thirty (30) days after receipt of said notice, or if the default cannot be corrected within said 30-day period and the defaulting party fails to commence action to correct the default with said 30-day period and thereafter diligently pursue corrective action to completion, the non-defaulting party may, up an additional ten (10) days notice, terminate this Agreement and, except for accrued rights and liabilities hereunder, upon such termination each party shall be released from all future duties and obligations hereunder.

22.5 City may, upon ninety (90) days written notice, terminate this Agreement at any time without cause.

22.6 Upon termination of this Agreement for any reason, all rights of Manager hereunder shall cease and terminate and Manager shall immediately and peacefully surrender and deliver possession of Nature Center and Mountain Park to City.

CITY OF PUEBLO,

A MUNICIPAL CORPORATION

By_____

Heather Graham, Mayor

Date: _____

NATURE AND WILDLIFE DISCOVERY CENTER

A COLORADO NON-PROFIT CORPORATION

By_____

Name_____

Title _____

Date _____

Attest:_____

City Clerk

By _____

Name _____

Title _____

Date _____

APPROVED AS TO FORM:

_____

City Attorney

Exhibit A

RAPTOR LEASE DESCRIPTION:

A TRACT OF LAND LOCATED IN THE S 1/2 OF THE S 1/2 OF SECTION 28 AND THE N 1/2 OF THE N 1/2 OF SECTION 33, BOTH IN TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, PUEBLO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 28; THENCE N88°26'33"E ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 252.60 FEET; THENCE S01°42'34"E A DISTANCE OF 103.36 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF A COUNTY ROAD (40 FOOT RIGHT-OF-WAY); THENCE S84°53'00"E ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 239.51 FEET TO THE EASTERLY EDGE OF A GRAVEL ROAD (8TH STREET), SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

1. THENCE N07°44'27"E ALONG THE EASTERLY EDGE OF SAID GRAVEL ROAD (8TH STREET), A DISTANCE OF 595.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF NATURE CENTER ROAD (SAID SOUTHERLY RIGHT-OF-WAY LINE BEING POSITIONED AT 30.00 FOOT SOUTHERLY AND PARALLEL TO THE CENTER OF THE PAVED PORTION OF SAID NATURE CENTER ROAD);

THE FOLLOWING NINE (9) COURSES FOLLOW SAID SOUTHERLY RIGHT-OF-WAY LINE OF NATURE CENTER ROAD:

2. THENCE S74°46'50"W A DISTANCE OF 1914.10 FEET TO A POINT OF CURVE TO THE RIGHT;
3. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 500.00 FEET, A DELTA ANGLE OF 21°56'09", AN ARC LENGTH OF 191.43 FEET, WHOSE LONG CHORD BEARS S85°44'55"W A DISTANCE OF 190.26 FEET;
4. THENCE N83°17'01"W A DISTANCE OF 133.00 FEET TO A POINT OF CURVE TO THE LEFT;
5. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 170.00 FEET, A DELTA ANGLE OF 29°41'58", AN ARC LENGTH OF 88.12 FEET, WHOSE LONG CHORD BEARS S81°52'00"W A DISTANCE OF 87.14 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT;
6. THENCE ALONG THE ARC OF SAID COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 60.00 FEET, A DELTA ANGLE OF 46°46'21", AN ARC LENGTH OF 48.98 FEET, WHOSE LONG CHORD BEARS S43°37'51"W A DISTANCE OF 47.63 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT;
7. THENCE ALONG THE ARC OF SAID COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 1000.00 FEET, A DELTA ANGLE OF 03°53'42", AN ARC LENGTH OF 67.98 FEET, WHOSE LONG CHORD BEARS S18°17'50"W A DISTANCE OF 67.97 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT;
8. THENCE ALONG THE ARC OF SAID COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET, A DELTA ANGLE OF 23°32'41", AN ARC LENGTH OF 61.64 FEET, WHOSE LONG CHORD BEARS S04°34'38"W A DISTANCE OF 61.21 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT;
9. THENCE ALONG THE ARC OF SAID COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 12000.00 FEET, A DELTA ANGLE OF 00°41'01", AN ARC LENGTH OF 143.20 FEET, WHOSE LONG CHORD BEARS S07°32'13"E A DISTANCE OF 143.20 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT;
10. THENCE ALONG THE ARC OF SAID COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 500.00 FEET, A DELTA ANGLE OF 17°35'44", AN ARC LENGTHOF 153.55 FEET, WHOSE LONG CHORD BEARS S16°40'36"E A DISTANCE OF 152.95 FEET;
11. THENCE S27°03'15"W A DISTANCE OF 156.54 FEET;
12. THENCE S28°50'55"E A DISTANCE OF 200.12 FEET;
13. THENCE N61°09'05"E A DISTANCE OF 409.18 FEET;
14. THENCE S02°10'02"E A DISTANCE OF 26.65 FEET;
15. THENCE S83°09'02"E A DISTANCE OF 265.00 FEET;

Exhibit A

16. THENCE S08°20'02"E A DISTANCE OF 122.73 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE PUEBLO AND ARKANSAS VALLEY RAILROAD, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE TO THE RIGHT;

THE FOLLOWING FIVE (5) COURSES FOLLOW SAID NORTHERLY RIGHT-OF-WAY LINE OF THE PUEBLO AND ARKANSAS VALLEY RAILROAD:

17. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 1482.68 FEET, A DELTA ANGLE OF 09°25'48", AN ARC LENGTH OF 244.03 FEET, WHOSE LONG CHORD BEARS N78°53'47"E A DISTANCE OF 243.75 FEET;
18. THENCE N83°36'41"E A DISTANCE OF 753.00 FEET TO A POINT OF CURVE TO THE LEFT;
19. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 905.37 FEET, A DELTA ANGLE OF 34°03'00", AN ARC LENGTH OF 538.05 FEET, WHOSE LONG CHORD BEARS N66°35'11"E A DISTANCE OF 530.16 FEET;
20. THENCE N49°33'41"E A DISTANCE OF 148.90 FEET TO A POINT OF CURVE TO THE RIGHT;
21. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 1482.69 FEET, A DELTA ANGLE OF 13°49'24", AN ARC LENGTH OF 357.71 FEET, WHOSE LONG CHORD BEARS N56°28'23"E A DISTANCE OF 356.85 FEET;

22. THENCE N84°53'00"W A DISTANCE OF 380.70 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE TRACT OF LAND CONTAINS 43.98 ACRES, MORE OR LESS.

TOGETHER WITH AN EASEMENT FOR EXISTING ROADS, UTILITIES AND INDIVIDUAL SEWAGE DISPOSAL SYSTEMS OVER GRANTORS PROPERTY, WHICH SERVE THE ABOVE DESCRIBED PROPERTY AND THE CITY NATURE CENTER LYING CONTIGUOUS TO THE SOUTHWEST PORTION OF THE ABOVE DESCRIBED PARCEL.

BASIS OF BEARINGS FOR THESE DESCRIPTIONS IS THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M., WHICH IS ASSUMED TO BEAR N01°14'08"W, FROM THE WEST QUARTER CORNER OF SAID SECTION 28 (A 3 1/4" BLM BRASS CAP), TO THE NORTHWEST CORNER OF SAID SECTION 28 (A 3 1/4" BLM BRASS CAP).

THE FOREGOING DESCRIPTION WAS PREPARED BY:
RAYMOND JOSEPH PECHEK PLS 24964
FOR AND ON BEHALF OF URS
9960 FEDERAL DRIVE, SUITE 300
COLORADO SPRINGS, COLORADO 80921
(719) 531-0001
JUNE 22, 2001

Exhibit A

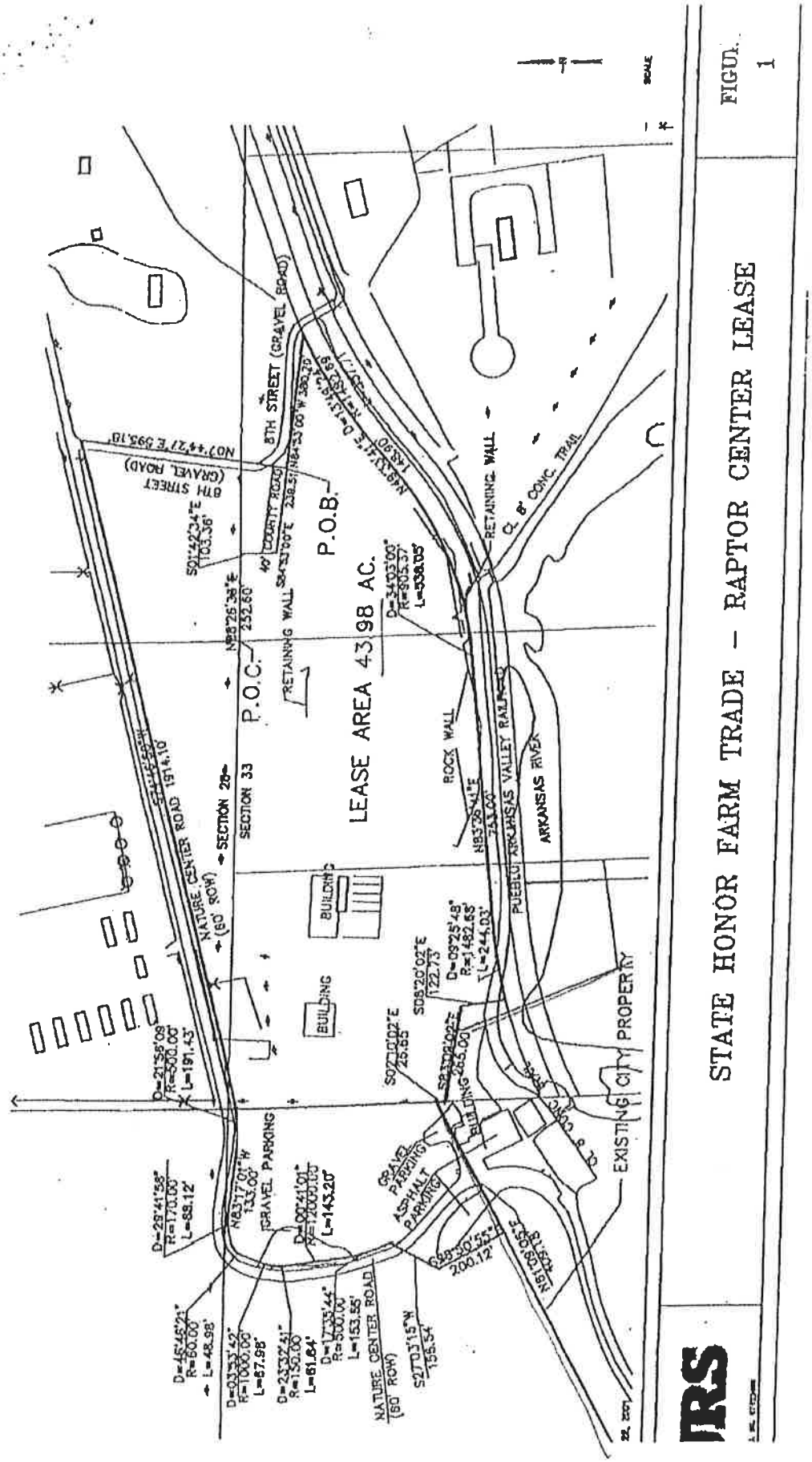

STATE HONOR FARM TRADE - RAPTOR CENTER LEASE
FIGURE 1
LEASE AREA 43.98 AC.
P.O.B.
P.O.C.
8TH STREET (GRAVEL ROAD)
NATURE CENTER ROAD (60' ROW)
SECTION 33
SECTION 28
COUNTY ROAD
RETAINING WALL
ROCK WALL
ARKANSAS RIVER
PUEBLO ARKANSAS VALLEY RAILROAD
BUILDING
GRAVEL PARKING
ASPHALT PARKING
EXISTING CITY PROPERTY
IRS

Exhibit B

All that portion of land in the NE 1/4 of the NW 1/4 and the NW 1/4 of the NW 1/4 of Sec. 33, T-20-S, R-65-W conveyed to the City of Pueblo by the Deed recorded at Number 56199, in Page 105, Book 1915, in the office of the County Clerk and Recorder, Pueblo County, Colorado.

Exhibit C

The following described real property located in Pueblo County, Colorado:

(a) Section 16, except the SE 1/4 of the SE 1/4 thereof, Township 23 South, Range 66 West of the 6th Principal Meridian, containing 600 acres, more or less.

(b) 8.034 acres more or less conveyed to Pueblo, a municipal corporation, by deed from Lottie B. Slattery recorded May 24, 1943 as Instrument No. 702705 in Book 947, Page 583 in the records of the Pueblo County Clerk and Recorder.

(c) .08 acres more or less conveyed t the City of Pueblo by deed from Wesley T. Klipfel recorded May 21, 1952 as Instrument No. 913261 in Book 1183, Page 356 in the records of the Pueblo County Clerk and Recorder.

Subject to easements, rights-of-way, covenants, restrictions and reservations of record, apparent easements and rights-of-way.

Exhibit D

Pueblo Mountain Park Buildings

Garage – Upper
Garage/Toolroom
Oil Storage
Residence – Upper
Shop
Storage
Storage
Storage
Storage – Log Cabin
Storage – Root Cellar
Storage Shed
Well House
Lodge
Pavilion
Residence – Caretaker
Treatment Tank Structure
Treatment Tank Structure
Storage
Ballfield Arena Office
Archery Shed & Shelter
Storage – Upper
Fire Tower
Lodge - Improvements

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Harley Gifford, Deputy City Attorney

SUBJECT: AN ORDINANCE AMENDING SECTION 1-4-2, PUEBLO MUNICIPAL CODE AND SECTION 13 OF APPENDIX A LEGISLATIVE PROCEDURES AND RULES OF COUNCIL RELATING TO CITY COUNCIL REGULAR MEETING COMMENCEMENT TIME

SUMMARY:

Section 3-15 of the Charter requires Council to meet regularly on the second and fourth Mondays of each month at the City Hall at an hour to be fixed from time to time by the rules and procedures of each Council.

This proposed Ordinance amends and codifies City Council's Regular Meeting commencement time described in Sec. 1-4-2(a) and Appendix A, Section 13 of the Pueblo Municipal Code to occur at 5:30 p.m.

The Pueblo Charter and Pueblo Municipal Code does not mandate the time for special meetings of City Council nor for meetings of the Executive Committee, also known as "Work Sessions". The historical practice of City Council has been to start Work Sessions prior to City Council's regular meetings. If this Ordinance is approved, City Council will need to determine the start time of future work sessions, which could take place any time that is convenient to the members of Council.

PREVIOUS COUNCIL ACTION:

Council approved Resolution 8909 on January 24, 2000 to change the commencing of City Council regular meetings from 7:30 p.m. to 7:00 p.m.

On November 24, 2025, the majority of City Council voted not to approve an exact version of this Ordinance.

BACKGROUND:

This Ordinance has been prepared at the request of Council Member Brett Boston.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

If City Council chooses to not approve this Ordinance, then the discrepancy regarding regular meeting commencement time will remain.

RECOMMENDATION:

None.

ATTACHMENTS:

1. Ordinance Amending Regular Meeting Start Time

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTION 1-4-2, PUEBLO MUNICIPAL CODE AND SECTION 13 OF APPENDIX A LEGISLATIVE PROCEDURES AND RULES OF COUNCIL RELATING TO CITY COUNCIL REGULAR MEETING COMMENCEMENT TIME

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

SECTION 1.

Section 1-4-2, P.M.C. is amended as follows:

Sec. 1-4-2. - Council meetings; regular and special; place; calling; notice; public forum.

(a) Regular meetings of the City Council shall be held in the Council Chambers on the second and fourth Monday of each month, commencing **at a time to be fixed by the rules and procedures of City Council.** [promptly at 7:30 p.m.]

(b) Special meetings shall be called upon request of the President or a majority of the members of the Council. Notice of special meetings shall be served upon members of the City Council personally or at their places of residence not less than eighteen (18) hours prior to the time fixed for the meeting. The notice of each special meeting shall include the purpose or purposes of the meeting, the subject or subjects to be discussed and copies of all ordinances, resolutions or motions to be introduced and presented a first time at the meeting.

(c) Public forum. The City Council shall permit a public forum to occur prior to the commencement of any business at regular City Council meetings occurring on the second and fourth Mondays of each month, to include any regular meeting where City Council has elected to change the meeting date. The public forum shall permit up to six (6) people to speak, for five (5) minutes per speaker, when there are people present who wish to address the City Council. The public forum shall occur during the televised portion of the meeting, and speakers shall be permitted to address the City Council on camera.

SECTION 2.

Section 13, Appendix A - Legislative Procedures and Rules of Council is amended as follows:

13. Council Meetings.

All meetings of the City Council shall be held in the Council Chamber at City Hall, Pueblo, Colorado. Regular meetings of the City Council shall be held on the second and fourth Mondays of each month, commencing promptly at [7:00] **5:30** p.m.

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_____, 2025.

Final adoption of Ordinance by City Council on _____, 2025.

APPROVED_____
President of City Council

Action by the Mayor:

☐ Approved on _____, 2025.

☐ 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 _____to_____, on _____

☐ Council action on _____failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____

City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Melissa Cook, Director Department of Housing & Citizen Services

SUBJECT: AN ORDINANCE APPROVING AN APPROPRIATION AGREEMENT IN THE AMOUNT OF SIX HUNDRED FIFTY-FOUR THOUSAND THREE HUNDRED SEVENTY ($654,370) DOLLARS TO PROVIDE HEALTH SERVICES TO THE PUEBLO COMMUNITY AS OUTLINED IN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO AND PUEBLO COUNTY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves an Appropriation Agreement between the City of Pueblo and Pueblo Department of Public Health and Environment (PDPHE) for their 2026 non-departmental award in the amount of $654,370.

PREVIOUS COUNCIL ACTION:

On October 26,1983 Council passed Ordinance No. 5095 approving an Intergovernmental Agreement dated October 11, 1983 between the City of Pueblo and County of Pueblo for the joint operation of the Pueblo Department of Public Health and Environment.

On April 14, 2025, City Council passed Ordinance No. 10926 approving an Appropriation Agreement with PDPHE in the amount of $769,847 for health services to be provided in 2025.

On November 24, 2025, City Council approved the 2026 Budget by Ordinance No. 11075. Included in this budget was a non-departmental award for $654,370 to PDPHE for health services to be provided in 2026.

BACKGROUND:

The City of Pueblo has provided non-departmental funding for PDPHE on an ongoing annual basis pursuant to the October 11, 1983 Intergovernmental Agreement between

the City of Pueblo and Pueblo County ("1983 IGA"). The 1983 IGA provides that the City and County "shall annually appropriate funds in amounts sufficient to permit the Board to reasonably operate and conduct the business of the Department." The City retains their separate and sole discretion to determine the amount of their respective annual appropriations but "each party shall endeavor to appropriate funds in amounts which shall be reasonable, fair and equitable to each party and the Department."

FINANCIAL IMPLICATIONS:

Funding is already budgeted and appropriated in the amount of $654,370.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council can choose not to approve this Appropriation Agreement.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 1983 IGA for PDPHE between City and County
2. FINAL PDPHE 2026 Appropriations Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AN APPROPRIATION AGREEMENT IN THE AMOUNT OF SIX HUNDRED FIFTY-FOUR THOUSAND THREE HUNDRED SEVENTY ($654,370) DOLLARS TO PROVIDE HEALTH SERVICES TO THE PUEBLO COMMUNITY AS OUTLINED IN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO AND PUEBLO COUNTY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, on October 25, 1983 Council passed Ordinance No. 5095 approving an Intergovernmental Agreement dated October 11, 1983 between the City of Pueblo and Pueblo County to provide essential health services to residents of Pueblo; and

WHEREAS, on November 24, 2025 City Council approved the 2026 City of Pueblo budget, which included a non-departmental award to Pueblo Health and Environment in the amount of $654,370; NOW, THEREFORE,

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

SECTION 1.

The Agreement dated between the Pueblo Department of Public Health and Environment and the City of Pueblo, a Colorado Municipal Corporation, (“the Agreement”), for the appropriation of $654,370, a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

ORDINANCE NO. 5095

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION AND THE COUNTY OF PUEBLO RELATING TO THE PUEBLO CITY-COUNTY HEALTH DEPARTMENT AND AUTHORIZING THE PRESIDENT OF THE CITY COUNCIL TO EXECUTE SAME

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

SECTION 1.

The Agreement dated October 11, 1983 between the City of Pueblo, a municipal corporation and the County of Pueblo relating to the Pueblo City-County Health Department, a copy of which is attached hereto and incorporated herein, having been approved by the City Attorney, is hereby approved.

SECTION 2.

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

INTRODUCED: October 26, 1983

By MIKE SALARDINO
Councilman

APPROVED:

ATTEST:

President of the City Council

Marian D. Mead
City Clerk

AGREEMENT

This Agreement made this 11th day of October, 1983 by and between the City of Pueblo, a municipal corporation (herein City) and the County of Pueblo, State of Colorado (herein County), WITNESSETH:

Whereas, City and County did on March 12, 1956 enter into an Agreement for the joint operation of a health department, and

Whereas, the Agreement of March 12, 1956 should be amended and restated to incorporate conditions, functions, and procedures which have been changed and modified since March 12, 1956 through mutual consent and by amendments to statutes governing the operation of a combined City and County health department, and

Whereas, C.R.S. 1973, 29-1-203 empowers political subdivisions to contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units, and

Whereas, both City and County are authorized to establish health departments, and

Whereas, C.R.S. 1973, 25-1-504 and Section 11-4 of the Charter of the City permits the merger of City and County health departments.

Now, Therefore, in consideration of the foregoing and mutual promises herein contained, City and County agree as follows:

1. Prior Agreements. All prior agreements including but not limited to the Agreement of March 12, 1956 between City and County relating to the establishment, conduct and operation of

a health department are hereby terminated and cancelled.

2. Department Created. A joint City and County health department is hereby established and created to be known as the Pueblo City-County Health Department (herein Department).

3. Board of Health. The Pueblo City-County Board of Health (herein Board) shall consist of five members, two of whom shall be appointed by the Board of County Commissioners of County, two of whom shall be appointed by the City Council of City, and one of whom shall be jointly appointed by the Board of County Commissioners of County and the City Council of City as herein provided. Members of the Board shall be appointed for terms of five years beginning July 1 of the year of appointment. One member of the Board shall be appointed each year. The present members of the Board appointed under the Agreement of March 12, 1956 are:

Present Board Member	Appointing Party	Term Expires
Charles K. Clark	City Council	July 1, 1984
Jarvis D. Ryals, M.D.	City Council and Board of County Commissioners	July 1, 1985
A. H. Hayden, Jr.	Board of County Commissioners	July 1, 1986
Father Fred Johnson	Board of County Commissioners	July 1, 1987
Harold Mabie	City Council	July 1, 1988

The present members of the Board shall continue in office until their respective terms expire or until replaced as herein provided. The party appointing a person to the Board may remove such person

at any time with or without cause. Upon the death, removal, resignation, or expiration of the term of any member of the Board, the party originally appointing such person shall appoint his successor for the balance of the unexpired term or for a term of five years, whichever the case may be. All members of the Board shall be residents of the County of Pueblo. Appointments shall be made to the Board so that no business or professional group shall constitute a majority of the Board. The Board shall adopt By-Laws for the management and conduct of its affairs which shall not be inconsistent with this Agreement or applicable Statutes.

4. Officers. The Board shall elect from its members a President and Vice-President, and such other officers as the Board shall determine. All officers shall be elected for one year terms and shall hold office at the pleasure of the Board.

5. Administrator. The administrative and executive head of the Department shall be a public health administrator (herein Administrator). The Administrator shall be appointed for an indefinite term by the Board to serve at the pleasure of the Board and may be removed by the Board with or without cause. The Administrator shall possess such qualifications as may be prescribed by statute, the Board, and the State Board of Health. He may be employed on a full- or part-time basis and shall receive such compensation and expense allowance as may be fixed by the Board. He shall maintain his office at the Pueblo City-County Health Department and shall be custodian of all property and

records of the Department. The Administrator shall have all powers and duties granted to and imposed upon the Administrator by the Board, statute, ordinance, resolution and rules of the State of Colorado, State Board of Health, City, or County.

6. Personnel. All personnel of the Department except the Administrator shall be appointed by the Administrator and shall possess qualifications approved by the Board. All personnel shall receive such compensation and expense allowance as fixed by the Board. All personnel shall perform such duties as prescribed by the Administrator pursuant to the policies established by the Board.

7. Funding. The City and County shall annually appropriate funds in amounts sufficient to permit the Board to reasonably operate and conduct the business of the Department. The Board shall on or before September 1 of each year submit to the City and County a proposed budget for the Department for the next calendar year. The proposed budget shall contain all items of receipt (including anticipated unexpended surpluses) and expenditures in such form and content as the City and County shall direct. The City and County shall, based upon the proposed budget, determine the actual amount of their respective appropriations for the Department. Although the amount of the funds appropriated by the City and the County for the Department shall be and remain the sole and separate respective decision of the City Council of City and the Board of County Commissioners of County, each party shall endeavor to appropriate funds in amounts

which shall be reasonable, fair and equitable to each party and to the Department.

8. Duties of Department. The Department shall perform such functions and have such jurisdiction, authority, powers and duties granted to and imposed upon the Department by the Statutes of the State of Colorado, the Rules and Regulations of the Colorado State Health Department, the Charter and Ordinances of the City, and the Resolution and Ordinances of the County and those specifically assumed and exercised by resolution of the Board duly adopted subject to sufficient funds being available therefor.

9. Property. The real property and improvements presently occupied by the Department at 151 Central Main Street, Pueblo, Colorado (herein Property), is titled in the name of the County. County does hereby grant to the Department the exclusive right and privilege to use and occupy the Property during the effective term of this Agreement as a health department in furtherance of the purposes contemplated by this Agreement. Costs of maintenance and repair of the Property shall be included in Department's annual budget. City and County have each contributed an equal amount for the cost of acquisition of the real property and construction of improvements thereon. If this Agreement is terminated, the fair market value of the Property shall be determined by a competent qualified appraiser selected jointly by the City and County, and if the City and County are unwilling for any reason to jointly select such appraiser, then such appraiser shall be selected by a District Judge of any District Court in

and for the County of Pueblo. The City or County may, with the consent of the other, purchase the other party's interest in the Property for a price equal to one-half of its appraised fair market value. If neither City or County is willing to consent to the purchase of the Property by the other, the party who will continue to use the Property as a health department shall have the right to purchase the Property from the other party for a price equal to one-half of its appraised fair market value. If neither party desires to continue to use the Property as a health department, the Property shall be sold at public sale at which sale either party may be a purchaser.

10. Department Fund. The Pueblo County Treasurer shall create a fund designated "Pueblo City-County Health Department Fund" (herein Fund). All monies appropriated to or paid to the Department from any source shall be deposited with the County Treasurer and credited to the Fund. All monies credited to the Fund shall be expended only for the purposes defined in this Agreement and in accordance with the budget approved by the Board upon the written request of the Administrator and President of the Board or such other member of the Board as the President may designate. Prior to the first day of each month, County and City shall cause to be set over or paid to the Fund one-twelfth (1/12) of its annual appropriation to the Department. All monies deposited with the County Treasurer and credited to the Fund until required for payment of Department's obligations shall be invested by the County Treasurer in approved investments

as the Board or Administrator shall determine. All dividends, interest and earnings on such investments shall be credited by the Pueblo County Treasurer to the Fund.

11. Joint Meetings. Upon the request of the City Council, Board of County Commissioners, or the Board, meetings may be called for the purpose of discussing any provision of this Agreement or the operation of the Department.

12. Effective Period. This Agreement shall be in full force and effect until December 31, 1983 and from year to year thereafter unless sooner terminated by either City or County upon six months written notice given to the other party prior to the end of any calendar year after 1983, in which event, this Agreement shall terminate on midnight December 31 of the calendar year in which such notice was timely given.

13. Amendments. This Agreement may be amended or cancelled, in whole or in part, at any time upon the written agreement of City and County.

14. Savings Clause. Neither this Agreement nor the termination of the Agreement of March 12, 1956 as provided herein shall affect any action pending in any court or any document heretofore entered into or executed by the Board or any action heretofore taken by the Director or the Board, including without limitation, the adoption of By-Laws and Personnel Policies, nor shall the termination of the Agreement of March 12, 1956 invalidate any existing contracts between the Department and individuals, corporations or public agencies.

15. Severability. If any part or provision of this Agreement be held to be invalid such invalidity shall not affect the validity of the remaining parts and provisions of this Agreement.

16. Gender. The use of the masculine gender herein is for convenience only, and is intended as a reference to both the masculine and feminine pronoun.

Executed the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF PUEBLO COUNTY, COLORADO

ATTEST:

By _____
Chairman

_____
Pueblo County Clerk and Recorder

APPROVED AS TO FORM:

_____
County Attorney

CITY OF PUEBLO
A Municipal Corporation

ATTEST:

By _____
President of the City Council

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

APPROPRIATION AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on the last date signed below by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to as the "City" and Pueblo Department of Public Health and Environment, a joint department of the City of Pueblo and Pueblo County, hereinafter referred to as "PDPHE" (collectively referred to as "Parties") for this subrecipient agreement.

WHEREAS, the City and Pueblo County entered into an agreement for the joint operation of a health department on October 11, 1983 (the "IGA"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference;

WHEREAS, Pursuant to the IGA, the PDPHE requested an annual appropriation of funds in 2025; and

WHEREAS, an appropriation in the amount of $654,370 was approved by City Council in the 2026 budget on November 24, 2025; and

WHEREAS, the City desires to more closely monitor and evaluate the expenditure of appropriated funds.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties hereto do mutually agree as follows:

1. PUEBLO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT OBLIGATIONS

    a. Prior to the first day of each month, PDPHE shall invoice the City for one-twelfth (1/12) of its annual appropriation from the City, which the City shall pay to the Pueblo City-County Health Department Fund pursuant to paragraph 10 of the IGA attached as Exhibit A.
    b. PDPHE will use the appropriated funds only for the approved eligible uses outlined below:

        The Duties of the Department as outlined in paragraph 8 of the IGA attached as Exhibit A

2. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2026 to December 31, 2026 ("Term"), and unless extended or sooner terminated as herein provided. Upon expiration of the Term, the Parties may extend this Agreement for an agreed upon term, provided PDPHE has complied with all the terms and conditions of this Agreement. Either Party may exercise this option by sending written notice to the other prior to the end of the Term. The City reserves the right to deny for any reason a request for extension of the Term.

3. TERMINATION OF AGREEMENT

    (a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by PDPHE, upon written notice of nonperformance to PDPHE and after such nonperformance is not cured within fourteen (14) days thereafter.

(b) For Convenience: This Agreement may be terminated for convenience by either Party upon six months written notice given to the other party prior to the end of the calendar year, in which event, this Agreement shall terminate on midnight December 31 of the calendar year in which such notice was timely given pursuant to paragraph 12 of the IGA.

4. (c) Post Termination Procedures: In the event of termination, any unspent funds shall immediately become the sole and separate property of the City and PDPHE shall perform all acts and execute all instruments necessary to transfer and assign such property, funds, and income to City.

5. ASSIGNABILITY

This Agreement shall not be assigned or transferred by PDPHE 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.

6. PROGRAM RECORDS

PDPHE shall maintain records as to all services provided, reimbursable expenses incurred in performing this Agreement or otherwise related to the Program. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor.

7. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Program to assure that the terms of this Agreement are being satisfactorily fulfilled. The City may review the PDPHE's performance using on-site visits, progress reports required to be submitted by the PDPHE, audit findings, disbursements transactions, and contact with the PDPHE as necessary. Such reviews shall occur no less than annually. To assist City with its reviews, PDPHE 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. PDPHE shall submit a quarterly report to the City setting forth the following information:

a. Program participation numbers and fund spending together with supporting documentation which demonstrates funds have been spent consistent with the Eligible Uses set forth herein. Quarterly progress reports shall be due within fifteen (15) days following the end of the quarter (i.e. the first quarter report shall be due by April 15, the second quarter report shall be due by July 15, etc.) and must include the following information:

1. Financial Reporting:
   - Provide financial reports showing how the appropriated funds were spent. This might include receipts, invoices, and an itemized list of expenditures.
   - An annual financial statement may also be required.

2. Project Reporting:
   - A description of the activities and projects that were funded by the appropriation, including the goals achieved and the outcomes.
   - Progress reports throughout the term of the agreement to update City on the status of the projects.

3. Compliance:
    - Ensuring that the use of funds aligns with both your organization's mission and the terms and conditions set by the City and County.

4. Impact Reporting:
    - Documentation of the community impact and benefits resulting from the projects.
    - Testimonials, photos, or other evidence demonstrating the success and impact of the projects.

b. PDPHE shall fully cooperate with the City relating to such monitoring and evaluation. The City may request additional documentation or information more frequently should it determine it necessary, in its sole and absolute discretion. The City may reduce or terminate funding to include requiring return of funds already paid should it determine, in its sole and absolute discretion, that PDPHE has (i) failed to use the funds consistent with the Program as represented in its funding application, (ii) misappropriated, mishandled, or misapplied funds, (iii) failed to provide Program information to the City upon request, (iv) failed an audit, or (v) provided false or misleading financial statements to the City.

8. PUEBLO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT FILES AND INFORMATION REPORTS

PDPHE 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, activity reports, and program income. Failure to report and prove eligible expenses will result in the requirement of funding to be repaid.

9. LIABILITY, INSURANCE

☐ PDPHE is receiving $20,000 or less, which will categorically exclude the organization from meeting the insurance requirements of this Section 9.

☒ PDPHE is receiving more than $20,000, which will require compliance with this Section 9.

(a) PDPHE shall carry Commercial General Liability (CGL) insurance, covering claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under this Agreement by the PDPHE, PDPHE's agents, representatives, employees, or subcontractors, and participants in any of PDPHE's programs, with limits of insurance of not less than $500,000 for each occurrence and $1,000,000 annual aggregate. The CGL shall apply as Primary and non-contributory insurance before any other insurance or self-insurance, including any deductible maintained by or provided.

(b) PDPHE agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages

because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (c).

(c) The minimum insurance coverage which PDPHE shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado.

(ii) Comprehensive General and Automobile Liability Insurance with limits not less than Six Hundred Thousand and No/100 Dollars ($600,000) per person and occurrence for personal injury, including but not limited to death and bodily injury, and Six Hundred Thousand and No/100 Dollars ($600,000) per occurrence for property damage.

(d) PDPHE shall procure and maintain, at its own expense, hazard and fire insurance for personal property and fixtures in such amounts as to adequately protect it from loss. PDPHE shall furnish a certificate of insurance certifying such coverage to City's Director of Finance upon execution of this Agreement.

10. PERA LIABILITY

PDPHE 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. PDPHE shall fill out the questionnaire attached as Exhibit B and submit the completed form to Finance Office as part of the signed Agreement.

11. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, together with the IGA constitute the entire and complete agreement of the parties hereto. 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 PDPHE and City.

12. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

13. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such. No waiver of any breach or breaches of any provision, covenant, or condition of this Agreement shall be construed to be a waiver of any preceding or succeeding breach of such provision, covenant, or condition, or of any other provision, covenant, or condition.

14. AUTHORITY FOR SIGNATURES; ELECTRONIC SIGNATURES

(a) The persons signing this Agreement on behalf of PDPHE represent and warrant that such persons and PDPHE 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 PDPHE enforceable against PDPHE in accordance with its terms.

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

15. FUND AVAILABILITY; SUBJECT TO LAW

(a) Financial obligations of City, if any, after the current year in which this Agreement is signed by both parties are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by Pueblo City Council and City executive departments. Pursuant to the IGA, the City shall, based upon the proposed budget provided by PDPHE, determine within its sole and absolute discretion the actual amount of its appropriation for the Department.

(b) This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation.

(c) Nothing in this Agreement is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred upon the City of Pueblo, a Municipal Corporation under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.

IN WITNESS, WHEREOF, the PDPHE and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

ATTEST:

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

_____
City Clerk
[S E A L]

By_____
Heather Graham, Mayor

Date _____

Pueblo Department of Public Health and Environment, DBA PUEBLO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

ATTEST:

By_____
Signature

Name_____

Title_____

Date_____

By_____
Signature

Name_____

Title_____

Date_____

EXHIBIT A
BUDGET

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) 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.

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

City Clerk's Office Item # Q1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Joe Latino, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO CATHOLIC CHARITIES OF SOUTHERN COLORADO IN THE AMOUNT OF $1,000 TO SPONSOR THE ESPIRITU DINNER - MARDI GRAS MASQUERADE CASINO ROYAL AT 5:30 PM AT PUEBLO CONVENTION CENTER ON FEBRUARY 14, 2026

SUMMARY:

Attached for consideration is a request for support of Catholic Charities of Southern Colorado in the amount of $1,000 to sponsor the Espiritu Dinner - Mardi Gras Masquerade Casino Royal at 5:30 PM at Pueblo Convention Center on February 14, 2026.

PREVIOUS COUNCIL ACTION:

Council supported this event in 2023 for $1,500.

BACKGROUND:

City Council Member Joe Latino is requesting $1,000 to sponsor Catholic Charities of Southern Colorado Espiritu Dinner - Mardi Gras Masquerade Casino Royal. The event will take place on February 14, 2026, at 5:30 PM at the Pueblo Convention Center.

Catholic Charities of Southern Colorado's mission is to provide compassionate services, promote self-sufficiency, and strengthen our community through hope and dignity. The 2026 Espíritu Mardi Gras Masquerade Casino Royale event is an elegant evening of celebration, entertainment, and community impact. Guests will enjoy a vibrant Mardi Gras–themed experience featuring live entertainment, casino games, heavy hors d'oeuvres, signature drinks, dancing, and dazzling masquerade flair. This sponsorship tier includes 10 tickets to the event, and proceeds will be used to support Catholic Charities' programs serving families and individuals across Southern Colorado.

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $1,000 would be paid from the Council Contingencies Account in the 2026 General Fund Budget to Catholic Charities of Southern Colorado.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Joe Latino.

ATTACHMENTS:

1. Sponsorship Request Packet - Catholic Charities of Southern Colorado - Espiritu Mardi Gras Masquerade Casino Royale
2. SOS - Catholic Charities of Southern Colorado - 12.29.25
3. 2026 Contingencies (Council) Catholic Charities of Southern Colorado - Espiritu Mardi Gras Masquerade Casino Royale

Docusign Envelope ID: 1218D7AF-103B-4053-9ABB-64FAC35C9B5D

RESOLUTION NO. 16231

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO CATHOLIC CHARITIES OF SOUTHERN COLORADO IN THE AMOUNT OF $1,000 TO SPONSOR THE ESPIRITU DINNER - MARDI GRAS MASQUERADE CASINO ROYAL AT 5:30 PM AT PUEBLO CONVENTION CENTER ON FEBRUARY 14, 2026

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $1,000 from the Council Contingencies Account in the 2026 General Fund Budget is authorized to be paid to Catholic Charities of Southern Colorado to sponsor the Espiritu Dinner - Mardi Gras Masquerade Casino Royal at 5:30 PM at Pueblo Convention Center on February 14, 2026.

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 effectuate the policies and procedures described herein.

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: January 12, 2026

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51623AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFEC3D43C...
CITY CLERK

Sponsorship Request

****Please submit requests at least one month in advance to allow for adequate processing time**

Requestor Name	Crystal Estrada
Date	11/06/2025
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Catholic Charities of Southern Colorado
Organization Website	https://www.ccsoco.org/
Please share your business or organizations mission/goals	Mission / Goals: Catholic Charities of Southern Colorado is dedicated to providing compassionate, life-affirming services that strengthen individuals and families throughout Southern Colorado. Our mission is to serve people in need—regardless of faith—by addressing immediate needs, promoting self-sufficiency, and advocating for social justice. Our goals are to: Alleviate poverty through emergency assistance, food security, and basic needs support. Empower families through programs that promote stability, education, and opportunity. Foster community partnerships that create pathways out of crisis and toward long-term well-being. Serve all individuals with dignity, compassion, and respect, reflecting the core values of the Catholic faith.
Sponsorship request for	Event
Requested Amount	$1,000.00
Describe how contribution will be used	A $1,000 Circle of Grace Sponsorship for Catholic Charities of Southern Colorado's Espíritu Event directly supports our mission to provide essential programs and services for individuals and families throughout Southern Colorado. Proceeds from this event help fund vital community initiatives, including emergency assistance, food distribution, family support services, and programs that promote stability and self-sufficiency. Your contribution also helps ensure the success of this signature event, allowing Catholic Charities to celebrate community partnerships, share inspiring client stories, and raise critical funds to continue serving those most in need. As a Circle of Grace Sponsor, your organization will receive: Reserved seating for 10 guests Social media recognition Name/logo featured on event screens

Catholic Charities of Southern Colorado

Rooted in Service, Growing in Hope

Espiritu

Dear Community Supporter,

On behalf of Catholic Charities of Southern Colorado, I invite you to join us as a sponsor for our **2026 Mardi Gras Masquerade Casino Royale, taking place on Saturday, February 14, 2026** at the **Pueblo Convention Center**.

This elegant evening will feature a vibrant Mardi Gras–themed celebration complete with live entertainment, casino games, heavy hors d'oeuvres, signature drinks, dancing, and dazzling masquerade flair, all to benefit the vital programs of Catholic Charities of Southern Colorado.

We are expecting approximately 400 attendees and are thrilled to offer a variety of sponsorship opportunities designed to recognize your generosity and spotlight your brand throughout this high-profile community event.

As a 501(c)(3) nonprofit organization, CCSoCo provides a full range of services focused on prevention and stabilization, family strengthening, and opportunity building. With 15 programs, we served over 5,700 individuals and families of all ages from infants to older adults, regardless of income level. Whether someone needs immediate help or long-term stability, we are here to support them at any stage of life.

Your support ensures that Catholic Charities can continue providing essential programs for those who need it most.

To confirm your sponsorship or learn more about available opportunities, please contact me directly at **jdomko@ccsoco.org or 719-553-7787**. Together, we can make this an unforgettable evening of generosity and celebration.

Thank you for your continued support and commitment to our mission.

With gratitude,

Joseph Domko
Executive Director
Catholic Charities of Southern Colorado

Federal Tax ID: 84-0471001

Espiritu

MARDI GRAS MASQUERADE

Casino Royale

Sponsorship Opportunities

Royal Mask
$15,000

SOLD

- Premier name/logo placem[illegible] all printed materials
- Featured as the [illegible]ning sponsor across social media
- One sp[illegible]sor-produced vi[illegible] fe[illegible] mo[illegible]hly on social media
- Openi[illegible] welc[illegible] sp[illegible] d[illegible] e[illegible]nt program
- Name/l[illegible] [illegible] [illegible]ughout the evening
- Professi[illegible]al [illegible]10 photo with Bishop [illegible]
- $300 in g[illegible]ming chips ([illegible] per guest)
- 30 event ti[illegible] 30 masks

King of the Carnival
$10,000

- Display of sponsor name on a single Craps table
- Social media recognition
- Recognition from stage during each performance
- Name/logo featured on flying screens & program
- 10 event tickets + 10 masks

Mardi Gras Queen
$5,000

- Display of sponsor name on a single Roulette table
- Social media recognition
- Name/logo featured on flying screens & program
- 8 event tickets + 8 masks

Jester
$2,500

- Social media recognition
- Name/logo featured on flying screens & program
- 6 event tickets + 6 masks

Circle of Grace
$1,000

- Social media recognition
- Name/logo featured on flying screens & program
- 4 event tickets

Casino Game
$300

- Logo/promotional signage displayed at a single featured casino table (Blackjack, Texas Hold 'Em, Roulette, or Craps)

Early Bird Tickets - $80

Prices will increase on February 1 & at the door

For more information, visit ccsoco.org/espiritu
or to reserve your sponsorship package, contact:
Joseph Domko
719-553-7787
jdomko@ccsoco.org

Catholic Charities of Southern Colorado

Espíritu

MARDI GRAS MASQUERADE

Casino Royale

Presented by: CommonSpirit

SOMETHING GLAMOROUS IS ABOUT TO BE UNMASKED...

Experience an unforgettable night at Espíritu 2026 – Mardi Gras Masquerade Casino Royale, where mystery, glamour, and excitement fill the room. Enjoy casino-style gameplay, festive drinks, curated hors d'oeuvres, live entertainment, and a chance to win luxurious prizes. While you indulge in the magic of Mardi Gras, your night of celebration directly supports Catholic Charities of Southern Colorado and the programs that uplift families and individuals across 29 counties.

14TH FEB, 2026

PUEBLO CONVENTION CENTER

SCAN FOR TICKETS AND INFORMATION

TICKET DETAILS

PRICING:

Early Bird.....**$80**

At the Door....**$125**

INCLUDES:

- Event entry
- 10 casino chips
- All entertainment & performances
- Curated hors d'oeuvres

Use the QR code to purchase tickets, explore sponsorship opportunities, and view additional event details.

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,

CATHOLIC CHARITIES OF THE DIOCESE OF PUEBLO, INC.

is a

Nonprofit Corporation

formed or registered on 04/06/1944 under the law of Colorado, 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 19871184205 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/23/2025 that have been posted, and by documents delivered to this office electronically through 12/29/2025 @ 16:02:07 .

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 12/29/2025 @ 16:02:07 in accordance with applicable law. This certificate is assigned Confirmation Number 18026954 .

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's website 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 website, https://www.coloradosos.gov/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 website, https://www.coloradosos.gov click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

DATE	BALANCE IN 2026 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 85,000.00
1/12/26	Catholic Charities - Espiritu Mardi Gras Masquerade Casino Royale		$ 1,000.00		$ 84,000.00
					$ 84,000.00
					$ 84,000.00

DATE	BALANCE IN 2026 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
					$ 84,000.00
					$ 84,000.00
					$ 84,000.00
					$ 84,000.00
					$ 84,000.00
					$ 84,000.00
					$ 84,000.00
					$ 84,000.00

Docusign Envelope ID: 1FE1B855-9D7E-4B27-BA68-830B96FC6A82

City Clerk's Office Item # R1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 300 W. ABRIENDO AVE. FROM R-5, MULTIPLE RESIDENTIAL AND OFFICE ZONE DISTRICT TO B-2, SUBREGIONAL BUSINESS ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone approximately 0.65-acres located at 300 W Abriendo Ave from R-5, Multiple Residential and Office Zone District to B-2, Sub-Regional Business Zone District

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property, 300 W Abriendo Ave, is the site of the Abriendo Inn, a 1900s home operating as a bed & breakfast inn with 7 rooms and a Wedding Facility, both of which are allowed as a use-by-right in the current R-5 Zone District. The applicant is requesting to expand the use of the property to include outdoor ticketed events live music performances, which is not a permissible use in the R-5 Zone District; thus, the applicant is requesting to rezone the property. Based on how the applicant is operating the property and the kinds of events they wish to continue to host, staff found that the B-2 Zone District, which allows for a Bed & Breakfast Inn, a Banquet Hall and an Auditorium as Special Use Permits (SUPs), is the most appropriate zone district to encompass the entirety of the scope of all events hosted at the Abriendo Inn that they are requesting to permit. All three SUP requests were approved by the Zoning Board of Appeals on November 25, 2025, contingent upon the approval of this rezoning request.

Docusign Envelope ID: 1FE1B855-9D7E-4B27-BA68-830B96FC6A82

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their November 12, 2025, Regular Meeting, voted 7-0 to recommend approval of the rezoning.

The Zoning Board of Appeals, at their November 25, 2025, Regular Meeting, voted 4-0 to approve the Special Use Permits for the Bed & Breakfast Inn, Auditorium, and Banquet Hall contingent on this rezoning and voted 4-0 to approve a parking variance for the Auditorium and Banquet Hall contingent on this rezoning.

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 and the Special Use Permits and parking Variance would not be issued.

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:

1. Z-25-18 Attachments

Docusign Envelope ID: 1FE1B855-9D7E-4B27-BA68-830B96FC6A82

ORDINANCE NO. 11095

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 300 W. ABRIENDO AVE. FROM R-5, MULTIPLE RESIDENTIAL AND OFFICE ZONE DISTRICT TO B-2, SUBREGIONAL BUSINESS ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from R-5, Multiple Residential and Office Zone District to B-2, Sub-Regional Business Zone District:

LOTS 11 TO 16 BLK 96 SOUTH PUEBLO

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 22, 2025.

Final adoption of Ordinance by City Council on January 12, 2026.

DocuSigned by:
Mark Alliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: 1FE1B855-9D7E-4B27-BA68-830B96FC6A82

Action by the Mayor:

☐ Approved on 01/13/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
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 _____

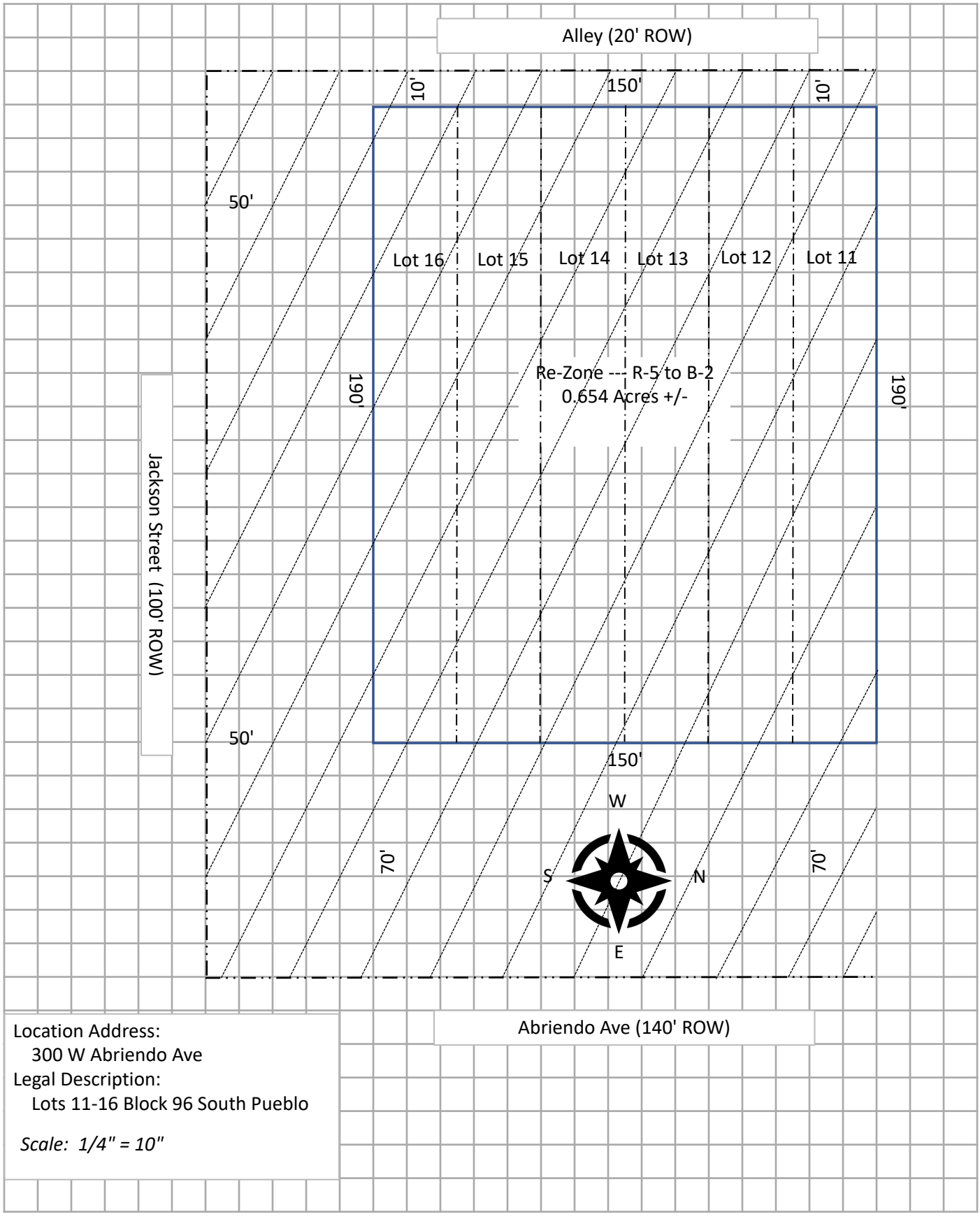
☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

RE-ZONE EXHIBIT



Location Address:
300 W Abriendo Ave
Legal Description:
Lots 11-16 Block 96 South Pueblo

Scale: 1/4" = 10"

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, November 12, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Brett Boston, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent:

Staff Members Present*:* Laura Portis, Assistant City Attorney; Beritt Odom, Director of Planning and Community Development; Wade Broadhead, Senior Planner; Mikaylin Hackley, Planner; Hannah Prinzi, Planner; Riane Ledford, Planner; and Cindy Capritta, Land Use Tech – Zoom.

Staff Members Absent: None

Public Hearing:

Z-25-18 Rezone: Rezoning of 0.65 acres located at 300 W Abriendo Ave from Multiple Residential and Office (R-5) Zone District to Subregional Business (B-2) Zone District. Staff Report by Mikaylin Hackley, Planner.

Hearing: Applicant Jeff Bailey was sworn in and spoke in favor of the application. Also sworn in and speaking in support were Brett Verna, Leslie Nazario, Mike Archuleta, Bret Stewart, Aaron Colletti, Midori Hatton, Nancy Ausbun, John Coope, Debbie Mulay, Kelly Hibler, Sally Sharp, Jim Sharp, Corinne Brown, Russell Lane, David Carleo, Danny Westen, Joe Vigil, Scott Thomas, Louis Nazario, David Cesario and John Grove. Exhibit A presented in support. Being sworn in and speaking in opposition was Jennifer Modrell. Exhibit B presented in opposition.

Commission Action: Bailey moved to recommend the rezone application be forwarded to City Council for approval, seconded by Boston.

Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Z-25-18

November 12, 2025

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Mikaylin Hackley, Planner
THROUGH:	Beritt Odom, Director of Planning and Community Development
SUBJECT:	Rezoning of 300 W Abriendo Ave
APPLICANT:	Jeff Bailey
PROPERTY OWNER:	Jeff Bailey
LOCATION:	300 W Abriendo Ave
CONCURRENT REQUESTS:	ZBA-25-42, ZBA-25-43, ZBA-25-44, & ZBA-25-45

REQUEST:
The applicant is requesting to rezone 300 W Abriendo Ave from a Multiple-Residential and Office (R-5) Zone District to a Sub-Regional Business (B-2) Zone District in order to request uses-by-review for 3 desired commercial uses, two of which are not permissible under the current zoning.

EXPLAINATION OF REQUEST:
The subject property, 300 W Abriendo Ave, is the site of the Abriendo Inn, a 1900s home operating as a bed & breakfast inn with 7 rooms and a Wedding Facilty, both of which are allowed as a use-by-right in the current R-5 Zone District. The applicant is requesting to expand the use of the property to include outdoor ticketed events which sometimes include with live music performances, which is not a permissible use in the R-5 Zone District. Thus, the applicant is requesting to rezone the property to B-2 in order to apply for a new Special Use Permit (SUP) for an Auditorium, which is a use-by-review in that district. Planning staff also found that the property's current use as a private party venue fit the use definition of a Banquet Hall more appropriately than a Wedding Facility, thus requiring the second SUP should the rezoning be approved. The rezoning would also change the Bed & Breakfast Inn use from a use-by-right to a use-by-review in the B-2 district, thus requiring a third SUP for a Bed & Breakfast Inn to continue running the Bed & Breakfast use in conjunction with the banquet hall and auditorium.

Based on how the applicant is operating the property and the kinds of events they wish to continue to host, staff found that the B-2 Zone District, which allows for a Bed & Breakfast Inn, a Banquet Hall and an Auditorium by review, is the most appropriate zone district to encompass the entirety of the scope of all events hosted at the Abriendo Inn that they are requesting to permit.

At the time of initial application, planning staff reviewed the current code definitions of Wedding Facility and Banquet Hall with the applicant to determine which land use definition more accurately described their business. The definition of a Wedding Facility, which is the current licensed use of the property, is as follows in the Pueblo Municipal Code (PMC):

"*Wedding facility* means an establishment that primarily provides the facilities and services for weddings on a commercial basis. This definition does not include churches and similar congregations where weddings are an ancillary use."

The definition of a Banquet hall is as follows:

"*Banquet hall* means an establishment, which is rented by individuals or groups to accommodate private functions including, but not limited to, banquets, weddings, anniversaries and other similar celebrations. Such use may or may not include: 1) kitchen facilities for the preparation or catering of food; 2) the sale of alcoholic beverages for on-premises consumption, only during scheduled events and not open to the general public; and 3) outdoor gardens or reception facilities."

While staff recognizes that there is no discernable difference in the intensity of use regardless of whether the type of event is a wedding or another similar booked event like an anniversary or birthday party, the definition of wedding facility is clearly written to only allow weddings, and the Abriendo Inn hosts other types of private events that fit the characteristics of the Banquet Hall definition including accommodating catering, selling alcohol for on-premises consumption, and providing outdoor reception facilities. Thus, staff finds that banquet hall is a more accurate definition of the events that are booked by private customers at the Abriendo Inn, and this rezoning will allow the applicant to request Banquet Hall as a use-by-review.

The other type of event that the applicant is hoping to permit under the B-2 zoning is public, ticketed events put on by the Inn itself, rather than private renters like the Banquet Hall definition. These are outdoor concert events that take place in the same outdoor reception space as the private events, so both uses need to be permitted as they would be co-existing independently to each other. Based on the applicant's description of events, staff informed the applicant that an auditorium is the most appropriate definition for the described concert events, which is defined as follows:

"*Auditorium* means an open, partially enclosed, or fully enclosed facility used or intended to be used primarily for spectator sports, entertainment events, expositions, and other public gatherings. Typical uses include convention and exhibition halls, sports arenas, and amphitheaters."

Should this rezoning be approved, the Special Use Permit hearings will evaluate the merits of these specific uses at the subject property through findings of fact regarding ingress and egress, parking, trash service, utilities, screening and buffering, signage, open space, and general compatibility with surrounding properties.

BACKGROUND:

Independently of the formal rezoning hearing, the applicant performed some public outreach regarding their various applications. A flyer was created and distributed by the applicant (Exhibit F4) about an outreach meeting they hosted with a QR code to fill out an online survey. Paper copies of the survey were also distributed, and collection boxes for them were available on-site at the Abriendo Inn as well as at the Planning and Community Development Office at 211 E D St. A total of 136 survey responses were collected and shared with the Planning Department. Exhibit F5 is a blank copy of the survey that was sent out as it appeared in both physical and digital forms. Exhibit F6 is Planning staff's tallied results of the multiple-choice questions on both forms of the survey. Planning staff was also provided with all the written responses to questions that allowed for longer-format answers and found the majority of them supportive of the Abriendo Inn's events, as many of the respondents indicated that they are attendees. Those responses that were not in support of the events mostly cited parking and noise as their primary concerns. Planning staff did not create or

disseminate this survey outside of keeping a response box in the office, and all responses were anonymized. Official noticing from the Planning department about this hearing still occurred, and public notice postcards were sent to all 38 property owners within 300' of the property boundaries of 300 W Abriendo Ave. as required by code.

In addition to the survey collections, the applicants hosted a meeting at their property to present their mitigation plans for the requested uses under the new zone district. Planning staff was unable to attend the entirety of the meeting due to a scheduling conflict, but the applicant provided a written narrative of the event (Exhibit F7) and met with Planning staff after the event to discuss what was presented. Because the most commonly cited concerns were about parking and noise levels, the applicant's provided mitigation plans focused on those two elements. The applicant described that they had invested in sound-dampening blankets and planned to temporarily install them across their western property line fence whenever music events are hosted (Exhibit F8). Parking was also noted as a concern. The Abriendo Inn has 10 on-site parking spaces for the Bed & Breakfast use when outdoor events are not being hosted. However, during outdoor private and ticketed events, the parking area is converted into event space, and all parking occurs off-site. The requested SUPs for the Banquet Hall and Auditorium will be contingent on a 100% on-site parking variance, at which time the proposed parking mitigation efforts will be more thoroughly reviewed.

ANALYSIS:

While the specific aspects of the proposed uses will be discussed in their respective Special Use Permit applications, the requested rezoning of the site into B-2 does necessitate some analysis of the property in general and how it conforms to the B-2 zone district regardless of any one particular use. The stated intent of the B-2 district in the PMC is "to provide areas for the sale at retail of convenience-type goods and services required by residents of a subregion provided that the outlets create no nuisance." Staff finds that "nuisance" in this context encompasses both parking concerns and noise levels for the surrounding residential neighborhood, so both of these items should be considered with the rezoning request.

The subject property's designated Future Land Use as established in the 2022 Regional Comprehensive Plan is Neighborhood Mixed-Use. The Neighborhood Mixed-Use classification calls for primary land uses of retail, restaurants, offices, commercial services, and other professional services and secondary land uses of multi-family dwellings, community facilities, and other neighborhood-serving uses. Staff finds that the B-2 zone district does conform with this comprehensive plan designation as the B-2 allows uses like limited retail, offices, and neighborhood-scale services like barbershops and laundromats by right, but still offers some flexibility for potential higher-intensity commercial uses such as gas stations, auto-retail, and hotels as uses-by-review.

SITE CHARACTER AND COMPATIBILITY

Site Character:	The property is developed with a historic 2-story home built in 1900.	
Neighborhood Compatibility:	North:	Multiple Residential and Office (R-5) District & Government Use (S-1) District; Developed with multi-family housing and two small parks
	East:	Multiple Residential and Office (R-5) District & limited Central Business (B-4) District; Developed with single-family and multi-family homes

South: One- and Two-Family Residential (R-3) District;
Developed with single-family homes
West: Multiple Residential and Office (R-5) District;
Developed with single-family homes

Comprehensive Plan Compliance:

The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Neighborhood Mixed-Use. The Neighborhood Mixed-Use classification calls for primary land uses of retail, restaurants, offices, commercial services, and other professional services and secondary land uses of multi-family dwellings, community facilities, and other neighborhood-serving uses. The B-2 Zone District generally complies with this designation as it allows uses like limited retail, offices, and neighborhood-scale services like barbershops and laundromats by right, but still offers some flexibility for potential higher-intensity commercial uses such as gas stations, auto-retail, and hotels as uses-by-review.

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

❑ Comments **The application contains the required information.**

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation, or other interest.

❑ Comments **The application contains the required information.**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

❑ Comments **The application contains the required information.**

A statement of the facts which the applicant believes justify the amendment; provided; however, that when any amendment changing the zoning map is requested, the following additional information shall be furnished:

❑ Comments **The application contains the required information.**

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 application contains the required information.**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

❑ Comments **The application contains the required information.**

A statement of the proposed time schedule for beginning and completion of development.

❑ Comments **The application contains the required information.**

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 contains the required information.**

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(a)(16) OF THE PMC:

B-2 Zone District Standards:
Purpose. The standards of this district (B-2) are intended to provide areas for the sale at retail of convenience-type goods and services required by residents of a subregion provided that the outlets create no nuisance.

RECOMMENDED ACTION:
Should the Planning and Zoning Commission find that the proposed rezoning conforms with the Comprehensive Plan and the intent of the B-2 Zone District, a recommendation of approval to City Council is appropriate.

REFERRAL AGENCIES AND COMMENTS:

• City Public Works	No comment
• City Transportation (Helen Dupree, Traffic Engineering Analyst)	Parking minimums for the Bed & Breakfast use are met per the provided parking plan when the rear yard is designated for parking spaces rather than an event space. The other proposed uses, the Banquet Hall and the Auditorium, will require a parking variance, which will be conditioned on mitigation efforts.
• City Law Department	No comment
• Pueblo Regional Building Department (Roger Anderson, Plans Examiner)	Regional Building has no objections to the application. Permits (and plan review where needed) will be required for any new construction or modification.
• City Fire Department (Paul Haley, Fire Inspector & Plans Examiner)	The requested Special Use Permits will require maps with areas that specify use types for 1. Tables and chairs, 2. Standing room, 3. Dance floor, and 4. Chairs only, for occupancy load factors that will give a better view of what is allowed for the property as a whole. Chapter 10 in the international fire code gives specifications for these numbers, however it gets more complex as to size of egress, egress components, pathways, and the totals of the outside areas with the interior areas included for total numbers. I'm sure bathrooms and ADA will also be concerns. This is why an engineer would aid in completing a complete evaluation of the property giving the totals for each type of use the full understanding can be obtained.
• 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

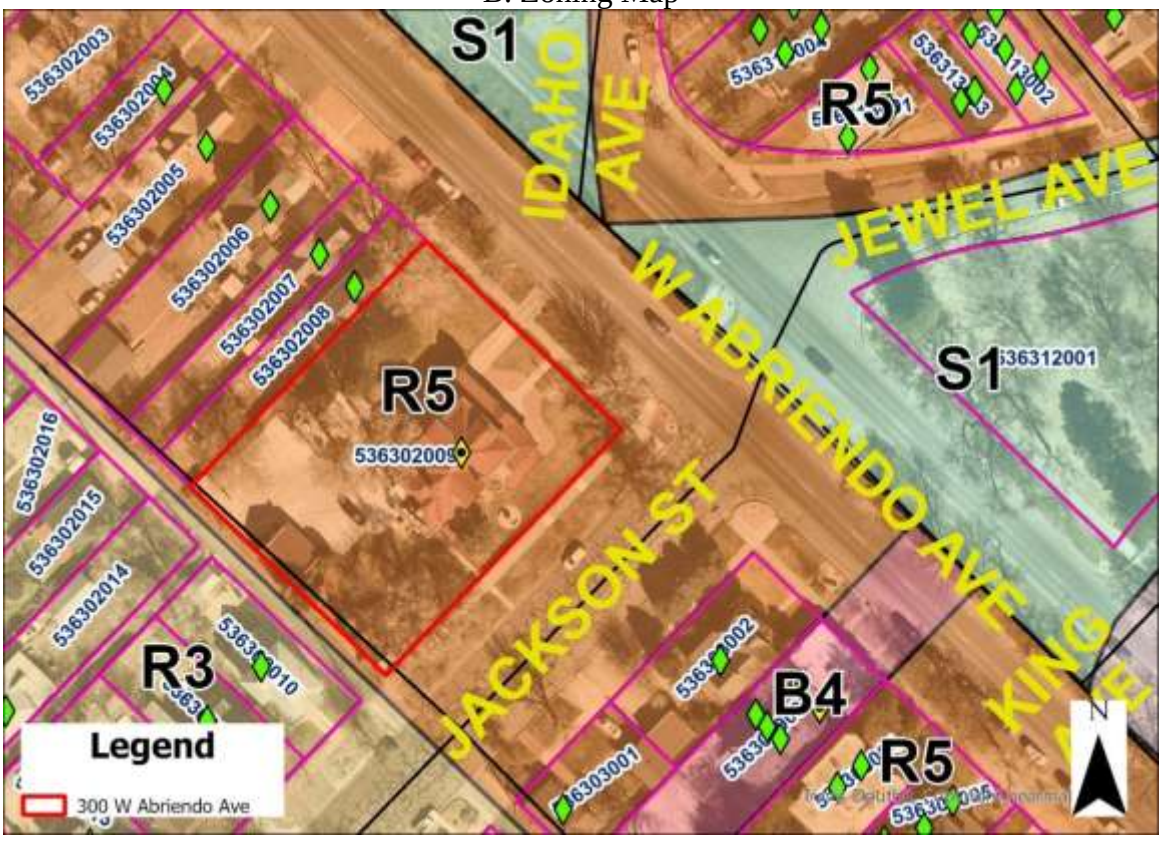
ATTACHMENTS:

A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Public Notice Photo
E. Rezoning Exhibit
F. Supporting Documents
    1. Information Sheets for R-5 and B-2 Zone Districts
    2. Signed Application & Justification of Facts
    3. Site Plan
    4. Community Outreach Meeting Flyer
    5. Community Outreach Blank Survey Copy
    6. Community Outreach Survey Results
    7. Community Outreach Meeting Narrative
    8. Sound Dampening Plan

A. Aerial Map



B. Zoning Map



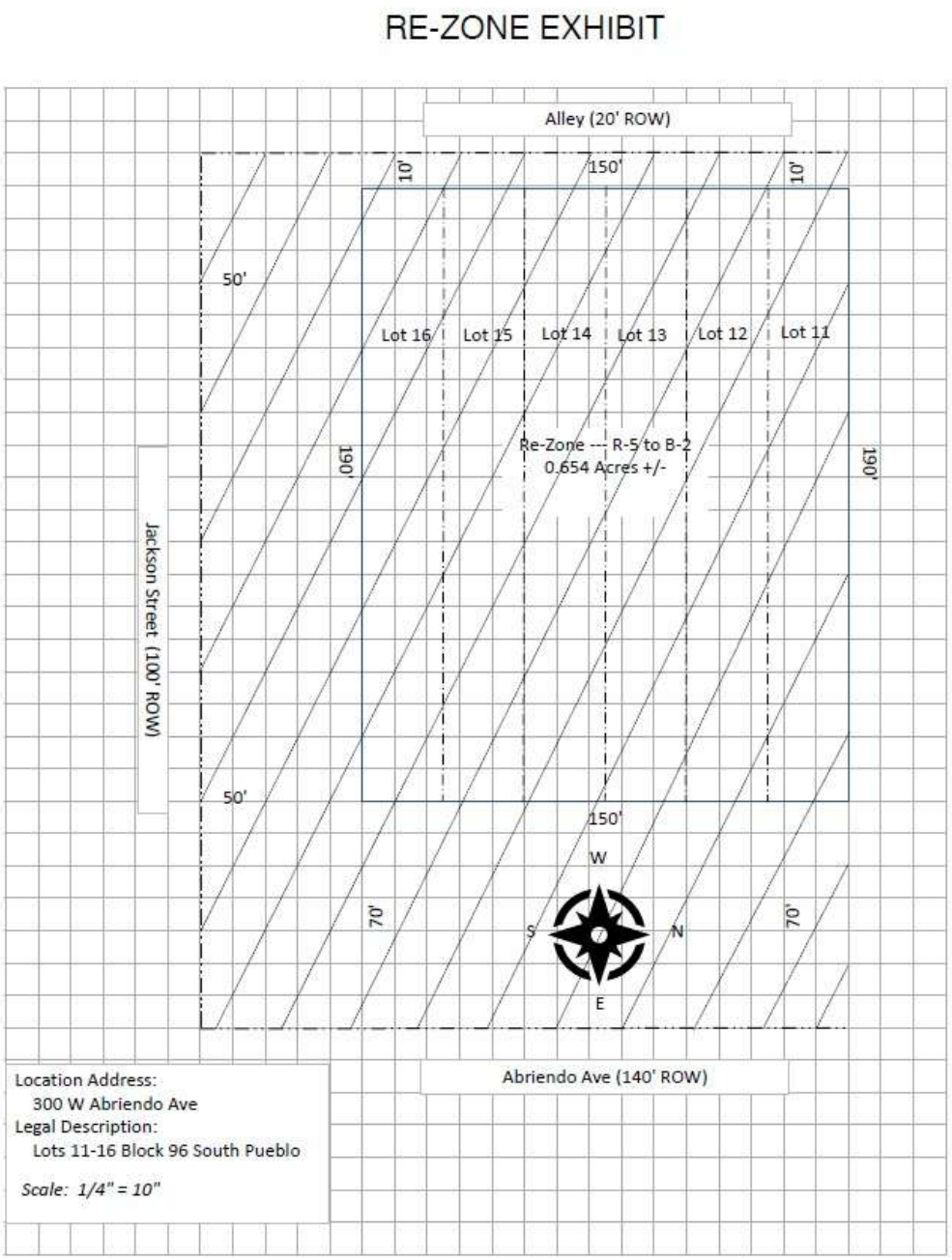
C. Comprehensive Plan Map



D. Public Notice Photo



E. Rezoning Exhibit



F. Supporting Documents

city of PUEBLO colorado
Planning & Community Development
211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Zone District: R-5 (Multiple-residential and Office District)

Purpose. The standards of this district (R-5) are designed to retain and provide areas of high density multifamily dwelling unit structures with limited commingling of professional offices and studios.

Setbacks:	Front	25’	Side	5’	Rear	15’
Coverage:	50%					
Floor Area Ratio	2	Floor Area / Land Area				
Max. Height	Unlimited	(See Section 17-4-6 for additional setbacks required for structures over 35’ in height)				
Minimum Lot Width:	50’					
Minimum Lot Size:	3,000 Square Feet (*1)					

(*1) Three (3) to five (5) family dwelling unit structures shall have one thousand five hundred (1,500) square feet of lot area per dwelling unit.

(*1) Six (6) or more family dwelling unit structures and other permitted uses shall have a minimum of eight thousand (8,000) square feet of lot area or one thousand (1,000) square feet per dwelling unit, whichever is greater and, if one (1) to three (3) habitable stories, shall provide at least twenty percent (20%) of the parcel in landscaped open space; if over four (4) habitable stories, shall provide at least fifty percent (50%) of the parcel in landscaped open space. Up to one-half (1/2) of the required open space may be in the form of balconies of at least four (4) feet wide on roofs developed and maintained as garden or recreation areas, but in no case shall space provided for off-street parking, loading or road access ways be counted as open space; and provided that the other permitted uses shall provide a parcel of land at least five thousand (5,000) square feet.

Single Family Homes:	§ 17-4-11 Single family home placement standards
Performance standards:	§ 17-4-4(b)
Outdoor Lighting	§ 17-4-52 Outdoor Lighting Performance Standards.
Off Street Parking	§ 17-4-43 Off-street parking non-residential.
Landscape:	Required. § 17-4-7
Public Sidewalks:	§ 17-4-44

Permitted Uses § 17-4-51(c)

Uses by right.

1. Accessory community garden
2. Accessory dwelling unit, established
3. Accessory heliport, emergency medical
4. Art gallery
5. Assisted living facility
6. Beauty salon or barbershop
7. Bed and breakfast home
8. Bed and breakfast inn
9. Boarding-house
10. Child care center
11. Civic club
12. Home, Children
13. Home, Disabled
14. Home, elderly
15. Hospital
16. Manufactured home, one-family
17. Mixed Use
18. Museum
19. Office, general
20. Office, medical
21. Office, professional
22. Parking lot
23. Photography studio
24. Religious institution
25. Residence, condominium
26. Residence, multifamily
27. Residence, one-family
28. Residence, townhouse
29. Residence, two-family (duplex)
30. Urgent care facility
31. Wedding facility

Uses by review.

1. Accessory commissary
2. Accessory drive-thru
3. Accessory emergency generator
4. Accessory pigeon and dove keeping
5. Adult day service center
6. Broadcasting studio
7. Catering service
8. Charitable institution
9. Commercial, established
10. Community center
11. Crematory
12. Financial institution
13. Funeral home
14. General service
15. Group care facility
16. Halfway house
17. Heliport, emergency medical
18. Hospice care facility
19. Instructional studio
20. Massage establishment
21. Mortuary
22. Nursing home
23. Parks, trails and open space
24. Public utilities
25. Recreation facilities, indoor
26. Restaurant
27. Restaurant, carry-out
28. School, trade
29. Student Housing
30. Theater, general

Conditional uses:

1. Accessory antenna
2. Accessory commercial patio
3. Accessory medical marijuana home cultivation
4. Accessory solar array
5. Artist studio
6. Child care home
7. Community garden
8. Development in floodplain
9. Home based business
10. Legal non-conforming uses
11. Live-work unit
12. Temporary construction yard
13. Mobile food vendor
14. Temporary model home (sales office)

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

Zone District: B-2 (Subregional Business District)

Purpose. The standards of this district (B-2) are intended to provide areas for the sale at retail of convenience type goods and services required by residents of a subregion provided that the outlets create no nuisance.

Setbacks: Front: 25' Side: 5'* Rear: 15'*
* Does not apply on the portion of the parcel adjacent to another parcel also in a business or Industrial zone. It does apply when the portion of the parcel is adjacent to a residential or special zone (streets and alleys not considered.).

Coverage:	50%
Max. Height:	35'
Minimum Lot Width:	50'
Minimum Lot Size:	5,000 Square Feet

Performance standards: § 17-4-5(1). Schedule of District Regulations (Part IV, Nonresidential).

Outdoor Lighting: § 17-4-52 Outdoor Lighting Performance Standards.

Off Street Parking: § 17-4-43 Off-street parking non-residential.

Landscape: Required. § 17-4-7

Public Sidewalks: § 17-4-44

Permitted Uses § 17-4-51(c)

Uses by right.

1. Accessory commissary
2. Accessory community garden
3. Accessory dwelling unit, established
4. Art gallery
5. Beauty salon or barbershop
6. Butcher shop
7. Car wash
8. Catering service
9. Instructional studio
10. Laundromat
11. Massage establishment
12. Office, general
13. Office, medical
14. Office, professional
15. Pet shop
16. Photography studio
17. Public utilities
18. Residence, established
19. Retail sales, general

Uses by review.

1. Accessory drive-thru
2. Accessory emergency generator
3. Accessory heliport, emergency medical
4. Adult day service center
5. Ambulance service
6. Auditorium
7. Automobile dealership
8. Automobile rental
9. Banquet hall
10. Bar, tavern
11. Bed and breakfast home
12. Bed and breakfast inn
13. Blood bank or donor station
14. Body art studio
15. Bowling alley
16. Brewpub
17. Broadcasting studio
18. Charitable institution
19. Child care center
20. Civic club
21. Commercial, established
22. Community center
23. Contractor's shop
24. Dog care facility
25. Farmers market
26. Financial drive-up facility
27. Financial institution
28. Funeral home
29. Gas station
30. General service
31. Health club
32. Hospice care facility
33. Hospital
34. Hotel (Motel)
35. Kennel (cattery)
36. Laundry service
37. Library
38. Mortuary
39. Museum
40. Parking lot
41. Parking structure
42. Parks, trails and open space
43. Pawnshop
44. Payday loan agency
45. Precious metal purchaser
46. Print shop
47. Recreation facilities, indoor
48. Recreational vehicle, sales and service
49. Religious institution
50. Rental shop, equipment
51. Repair shop, durable goods
52. Residence, one-family
53. Residence, two-family (duplex)
54. Retail sales, auto parts
55. Retail sales, big box
56. Retail sales, building materials
57. Retail sales, liquor store
58. Retail sales, tires
59. School, college or university
60. School, general
61. School, preschool
62. School, trade
63. Shooting range
64. Smoking lounge
65. Temporary farmers market
66. Temporary mobile auto repair
67. Theater, general
68. Theater, multiplex
69. Truck stop
70. Urgent care facility
71. Veterinary clinic
72. Wedding facility

Conditional uses:

1. Accessory antenna
2. Accessory commercial patio
3. Accessory medical marijuana home cultivation
4. Accessory solar array
5. Artist studio
6. Automobile repair, lube shop
7. Automobile repair, paintless dent repair
8. Bakery, retail
9. Community garden
10. Development in floodplain
11. Home based business
12. Live-work unit
13. Mobile food vendor
14. Pharmacy
15. Rental shop, general
16. Repair shop, consumer items
17. Restaurant
18. Restaurant, carry-out
19. Retail sales, garden center
20. Temporary construction yard

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: Jeff and Cindy Bailey	
Company: Abriendo Inn LLC	
Address: 300 W Abriendo Ave, Pueblo CO	Zip: 81004
Phone: ( )719-626--9676	Email: theabriendoinn@gmail.com
Applicant	
Name: Jeff and Cindy Bailey	
Company: Abriendo Inn LLC	
Address: 300 W Abriendo Ave, Pueblo CO	Zip: 81004
Phone: ( )719-626-9676	Email: theabriendoinn@gmail.com
Person or Firm Representing (If Different From) Owner or Applicant	
Name:	
Company:	
Address:	Zip:
Phone: ( )	Email:
*The **applicant** will be the primary contact unless otherwise noted.*	

Project Location: 300 W Abriendo Avbe., Pueblo, CO 81004
(address or general description)

Parcel# 536302009

Legal Description: Lots 11 to 16 BLK 96 South Pueblo

Subdivision: Acreage: .65

Existing Zone District: R-5	**Proposed Zone District:** B-2

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.

See attachment - "Statement of Fact"

Description of area surrounding proposed development:

The Abriendo Inn at 300 W Abriendo is on the edge of commerical and live/work propeties to the south and residential areas North, East and West. Most homes were constructed in what appears to be the early to mid 1900's.

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

See attachment - "Description of the proposed development …"

☑ 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: Immediately upon zoning approval

Estimated date for completion of project: Spring of 2026

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

See attachnent - "Statement of Economic Responsibility"

☐ CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. (**if applicable**)

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

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.

Office Use Only

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

2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner		
Print Name:	Jeffrey O. Bailey	
Signature:	Jeffrey O. Bailey	Date: 10-22-2025
Applicant, if different from Property Owner		
Print Name:		
Signature:		Date:

General description of the proposed development to the distance which will be affected …

General Description of the Proposed Development

Applicants plan to continue to operate a Bed & Breakfast / Inn along with a wedding venue. The spacious, landscaped grounds will provide outdoor wedding facilities and with special use permission and parking variance concurrently being applied for, accommodate small concert event and Banquet Hall gatherings such as receptions, anniversary, graduation, and other parties etc.

The home at 300 W Abriendo Ave. will remain true to the historical nature of the neighborhood. The re-establishment of once thriving Abriendo Inn has and will remain compatible with numerous small businesses in the Mesa Junction area and will support many local businesses in the community.

Environmental effect

a) Inn and outdoor venue will not require the use of large, noisy, odor emitting vehicles.
b) The property is already landscaped to mitigate noise and light, as well screen activities within the yard but further steps will be taken to mitigate noise from live music using sound absorbing curtains.
c) The property also has an attractive 6' wood fence located along the west elevation (Alley) and the majority of the north elevation (adjacent neighbor). The fence and dense foliage from trees and shrubs on our Southside will provide a sound and visual barrier for our neighbors.

Economic effect

Employing 2 owners/innkeepers (living on the 2nd floor of the home), 2 part-time housekeepers, and up to 10 part-time event employees, the Inn and Event Venue will support the business of short-term lodging, and special events i.e. wedding, parties and fundraisers for non-profits. These revenue streams are seen as profitable for the owners and supportive of the economy in the city of Pueblo.

Traffic effect

Off street parking in our parking lot is located within the property behind the existing home with ingress via the driveway on Abriendo Ave. The parking lot can accommodate eight vehicles. Additional off street parking is potentially available within .25 miles of the property in vacant lots and after business hours at nearby business parking lots. Additional on street parking, if approved in our variance application to be submitted concurrently, adds 115' of adjacent street parking on Abriendo Ave. and 195' of adjacent street parking on Jackson street. Two private parking lots within 2.5 blocks of The Abriendo Inn have lease potential: 1) on the

corner of Abriendo and Quincy and 2) the parking lots at the Restore Store on the corner of Abriendo and Main. 48 public parking spaces exist on the island between Colorado and Broadway off of Abriendo Ave. Arch's Peditaxi service has committed to shuttling event guests to and from these potential parking areas during events at The Abriendo Inn.

The Inn and outdoor venues will not require the use of large, noisy, odor emitting vehicles. All large truck deliveries are made in the alley off of Jackson Street.

Statement of Economic Responsibility

The rezone of the property from R-5 to B-2 will not require any permanent construction. Owners already have the needed tables, chairs, tents and other event. Maintain and manage the historical integrity of the property and good neighbors.

B-2 Rezone Statements of Fact:

A. Detailed explanation of the request

We request permission to continue to operate the home as a Bed & Breakfast / Inn. We request permission to continue to host wedding events. We request permission to hold both indoor and outdoor banquet hall activities such as non-profit fundraising benefits, receptions, anniversary, graduation, and holiday parties etc. We request permission to use the property as a small concert venue that will respect decibel level requirements and meet parking requirements as listed by ordinance. We request permission to host non-profit benefits that may incorporate live music. We request permission for a parking variance to the B-2 parking requirements.

B. **Justifying the zone change request**

1. The Foundation

The word "Abriendo" in Spanish means "Open". Applicants believe that The Abriendo Inn, originally the Walter's mansion, was always meant to be open to the neighborhood, larger community of the Mesa Junction and to Pueblo. *The home is not to be owned but to be shared with all who come to its gate and doors.*

2. **Land Use History of 300 W Abriendo Ave**

Built in 1906, by Martin Walter, founder of the Walter's Brewing company, the home and property were used as a private residence. In 1989, Carolyn Trent purchased the property and was permitted to operate the "Abriendo Inn Bed and Breakfast" and host wedding events as uses by right. The property was sold multiple times but ultimately failed and was foreclosed on by the bank In 2012. The property's use was then changed to (R-5) by the Sangre de Cristo Hospice and was used as office space until 2020. Applicants contend that the property will likely never be used as a single family home again as the high extremely high utility and maintenance costs make use as a private residence cost prohibitive. Additionally, Applicants believe that a limiting use to Bed & Breakfast / Inn and wedding venue only, are not sufficient income streams to be financially successful as evidenced by the fact that multiple owners attempted yet ultimately failed. Therefore, it's the applicants contention that a rezone to B-2, allowing full commercial use of the land, is necessary to meet the financial requirements required to be successful and that a thriving "Abriendo Inn" is important to the economic health of the Mesa Junction / South Pueblo region of Pueblo.

3. **Zoning Category vs Assessors Tax Category Non-Aligned**

The property is currently zoned Mixed Residential and Office (R-5) District, yet the County Assessor categorizes and taxes the property as "Real Estate - Commercial (RE-COMM) (see **Exhibit E**). We believe that if the property is taxed as a commercial property, applicants should by right and fairness be allowed to align the zoning of the property with it's assessed tax category.

4. **Evidence of need for multiple and sustainable revenue streams**
In the five years that applicants have owned and managed the property we have faced an increase in commercial property insurance from $9k in 2020, to over $20k in 2025. Additionally, we have been dropped and forced to find a new insurer each and every year of ownership due to the age of the home and nationally registered historic home designation. This along with high electrical, natural gas and water bills each averaging $500 per month, require the maximization of the property's commercial potential to survive in this challenging economic environment.

For these reasons and those addressed in (2) above, applicants request permission to bring the zoning of the property in line with our financial needs and property use goals.

5. **Evidence of need for a safe, intimate, small outdoor event & music venue**
In order to meed the social needs of Pueblo's citizens and maximize the commercial potential of the property to meet the financial requirements necessary to maintain the property, applicants feel it is imperative that the property be available for parties and other events. Believing that we were operating within the scope of our zoning purview, applicants held events requested and listed in (A) above and have found that the city of Pueblo and event guests from throughout Southern CO have enthusiastically embraced our venue's private and public entertainment events. We've heard repeatedly from our event attendees how desperately Pueblo needs what we offer and wish to continue to offer for the 45-80 age group as it provides a safe, and small, intimate outdoor setting (see **Exhibit G**). We have heard from neighbors how much they enjoy listening to the music. They see The Abriendo Inn as a light of hope that the Mesa Junction can return to it's once thriving status.

A rezone to B-2 would enable applicants to meet the city's needs

6. **Evidence of our good neighbor efforts with respect to noise and parking concerns**
In the five years of ownership, not once have the Pueblo Police or Pueblo County Sheriff's office entered the property due to a complaint involving an event or Inn guest disturbance. We learned after an event that occurred on August 25, 2025 that noise levels from our concert and parking concerns resulted in complaints by a few neighbors. We wish to remain good neighbors and will take necessary steps to prevent our small outdoor events from becoming a nuisance. We have since met multiple times with a sound entertainment professional to obtain advice and direction to mitigate sound levels outside and subsequently then purchased sound absorbing curtains which will be temporarily hung from the carriage house walls, tent walls and be attached to poles to reduce the decibel level output needed to meet decibel level limitations. To mitigate parking concerns by our neighbors, we have identified three private parking lots, most within two blocks of The Abriendo Inn, with which we will pursue to secure use agreements. Lastly, we will direct event guests to utilize the 48, free public parking spaces located at the Mesa Junction island between Taffy's and the Rawlings public library and nearby public parking at a church 1 block form The Abriendo Inn.

By mitigating noise and parking concerns, applicants will demonstrate our good faith effort to be great neighbors and share this historic property with all of Pueblo and the surrounding areas.

7. **Evidence of need to restore hope and prosperity to a once thriving community**
The Mesa Junction of South Pueblo was Pueblo's first shopping district, trolly cars travelled up and down the median between the one way streets of Abriendo and citizens enjoyed a thriving neighborhood. Today a needle exchange clinic, and an abandoned victorian mansion sits a hundred feet from the Abriendo Inn and a growing unhoused population walks endlessly up and down the sidewalks, lounging in the public parks now rarely used by the neighborhood's children. An economically healthy Abriendo Inn, provides a shining light and vitality in what otherwise is becoming declining residential and commercial area. Neighbors that walk the sidewalk in front of the Inn tell us repeatedly how much they enjoy the beauty of the property and the sounds of music on summer nights and appreciate the positive impact the neighborhood and the sounds of music on summer nights.

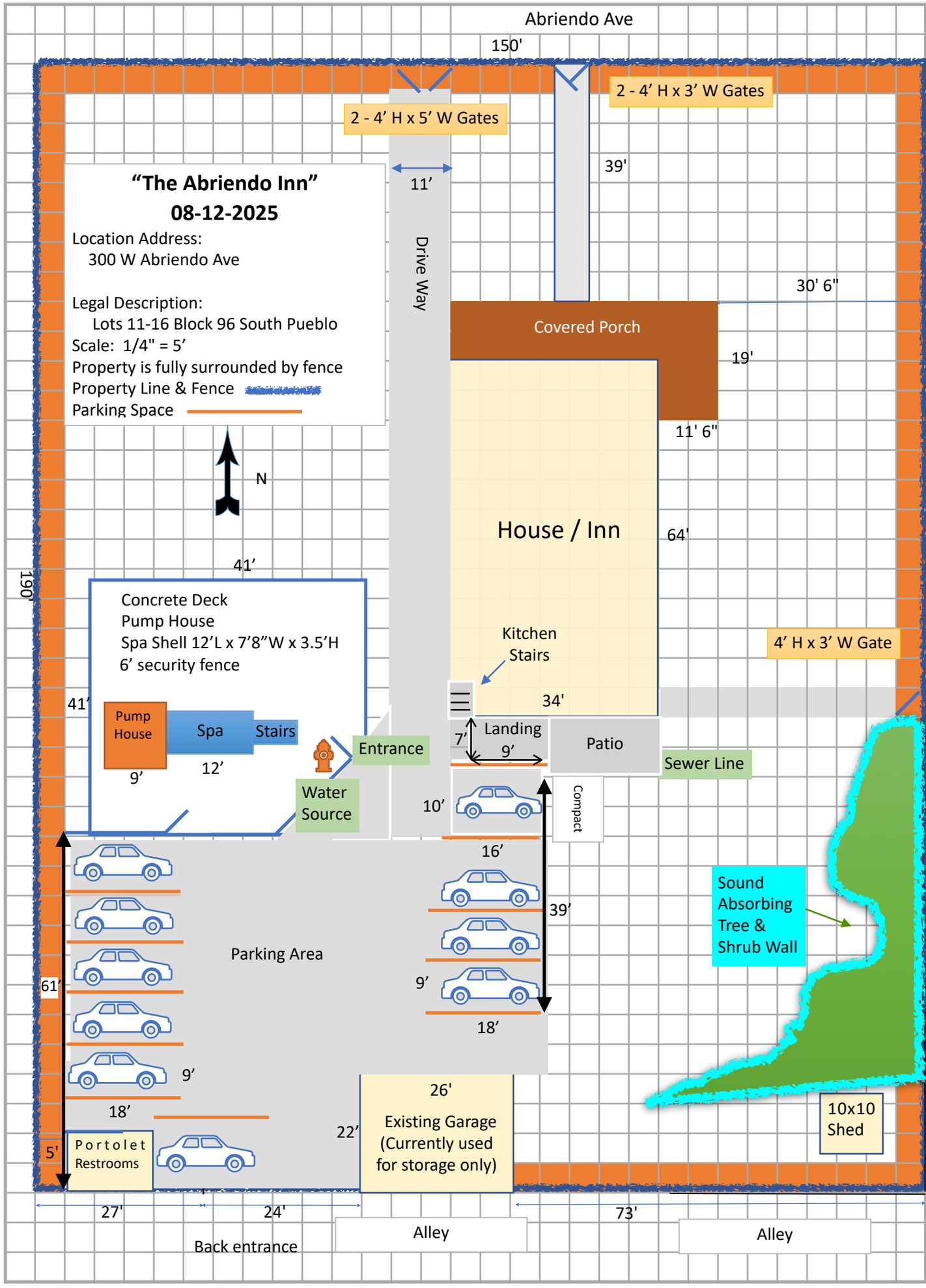
Applicants request to rezone the property to B-2 will enable us to continue stabilizing healthy property values for our neighbors.

8. **Evidence of positive economic impact**
The Abriendo Inn has for the last three years employed up to 10 part time employees to manage the Inn and events. 2 maids, up to 4 and sometimes 5 bartenders, 1 security guard, 1 receptionist and 5 event staff work large weddings and other events. Ages of employees range from 15 to 60. Additionally, The Abriendo Inn provided performance opportunities for approximately 10 local and regional bands each summer. To be restricted to Mixed Residential and Office (R-5) District, employment opportunities benefitting Pueblo residents will eliminate employment opportunities for high school students all the way to mature adults that need additional income to attend local colleges and otherwise supplement income. Local bands will lose another venue with which to display their skill and professionalism.

Applicants request to rezone the property to B-2 to continue positively supporting Pueblo's economic community.

9. **Final statements**
The continued success of The Abriendo Inn is of utmost importance to the economic vitality of the Mesa Junction, South Pueblo and the greater Pueblo area. Applicants wish to provide non-profit fundraising events, continue operating a unique - complete outdoor wedding venue and satisfy the cultural and social needs of the city. No other historic, indoor / outdoor property has the mixed commercial / residential location serving as a beacon of light and hope like The Abriendo Inn at the Walter's Mansion. To turn out the lights of this proud icon of Pueblo only further darkens an already dimming light over Abriendo Avenue and the Mesa Junction. Applicants request to rezone the property to B-2 in order to preserve and continue to be the shining star that this historic property symbolizes.

300 W Abriendo Ave



Community Outreach Meeting

When - Tuesday, September 23, at 6 pm
Where - The Abriendo Inn, 300 W Abriendo Ave.

Objectives:
Inform the community of our sound & parking mitigation efforts
Listen and address the concerns of our neighbors
Gauge the level of support / opposition for our rezone initiative

SHARE YOUR VOICE!

Thank you for helping us grow together.

THE ABRIENDO INN

Community Outreach Survey

To continue hosting events and supporting live music, we have taken steps to re-zone. Your anonymous feedback will be of great value as we move through the process.

SHARE YOUR VOICE!

To begin:

1) Scan the QR code
2) Sign in to your Google Account

Thank you for helping us grow together.

THE ABRIENDO INN

Community Feedback Survey: Outdoor Music Events

Hello neighbors,

We're exploring the idea of rezoning 300 W Abriendo Ave, The Abriendo Inn, to occasionally use our venue space to host **small, outdoor music events**. Before moving forward, we'd love your ***anonymous*** input. Please take a moment to share your thoughts. Please drop your survey in our drop box located at Please drop your survey in our drop box located at The Abriendo Inn at 300 W Abriendo Ave, Pueblo, CO 81004 or Planning & Zoning Office at 211 E D St, Pueblo, CO 81003.

1. Awareness

Were you aware that our property has an outdoor venue space?

- Yes
- No

2. General Opinion

How do you feel about hosting **small outdoor music events** in our venue space?

- Strongly support
- Support
- Neutral / Unsure
- Other Please Specify

_____
_____
_____
_____
_____
_____
_____

3. Frequency

How often do you think events like this should be held?

- Once a week
- Twice a month
- Other Please Specify

_____
_____
_____
_____
_____
_____
_____

4. Concerns

What concerns, if any, do you have about these events? *(check all that apply)*

- None
- Noise levels
- Parking
- Other Please Specify

_____
_____
_____
_____
_____
_____
_____

5. Benefits

What potential benefits do you see in hosting outdoor music events? *(check all that apply)*

- Brings neighbors together / builds community
- Provides a safe, intimate entertainment venue for mature adults
- Provides seasonal jobs
- Supports local musicians
- Provides Non-Profit Fundraising Benefits
- Supports local food trucks & caterers
- Other Please Specify

_____
_____
_____
_____
_____

6. Personal Interest

How likely are you to attend one of these music events?

- Very likely
- Somewhat likely
- Other Please Specify

_____
_____
_____

7. Additional Comments

Please share any thoughts, suggestions, or concerns:

- _____
  _____
  _____
  _____
  _____
  _____
  _____
  _____
  _____

Thank you for your participation and input. We'll be hosting a **Community Outreach Meeting** on *Tuesday, September 23, 2025 at 6 PM at The Abriendo Inn* to inform the community on our sound and parking mitigation effort, listen and address the concerns of our neighbors and gauge the level of support / opposition for our rezone initiative. We hope you'll attend.

Community Feedback Survey: Outdoor Music Events

Hello neighbors,

We're exploring the idea of rezoning 300 W Abriendo Ave, The Abriendo Inn, to occasionally use our venue space to host **small, outdoor music events**. Before moving forward, we'd love your ***anonymous*** input. Please take a moment to share your thoughts. Please drop your survey in our drop box located at Please drop your survey in our drop box located at The Abriendo Inn at 300 W Abriendo Ave, Pueblo, CO 81004 or Planning & Zoning Office at 211 E D St, Pueblo, CO 81003.

1. Awareness

Were you aware that our property has an outdoor venue space?

- Yes 132
- No 4

2. General Opinion

How do you feel about hosting **small outdoor music events** in our venue space?

- Strongly support 126
- Support 5
- Neutral / Unsure 3
- Other Please Specify 4

_____
_____
_____
_____
_____
_____
_____

3. Frequency

How often do you think events like this should be held?

- Once a week 73
- Twice a month 37
- Other Please Specify 29

_____
_____
_____
_____
_____
_____
_____

4. Concerns

What concerns, if any, do you have about these events? *(check all that apply)*

- None 98
- Noise levels 12
- Parking 30
- Other Please Specify 12

_____
_____
_____
_____
_____
_____
_____

5. Benefits

What potential benefits do you see in hosting outdoor music events? *(check all that apply)*

- Brings neighbors together / builds community 119
- Provides a safe, intimate entertainment venue for mature adults 127
- Provides seasonal jobs 102
- Supports local musicians 128
- Provides Non-Profit Fundraising Benefits 102
- Supports local food trucks & caterers 117
- Other Please Specify 15

_____
_____
_____
_____
_____

6. Personal Interest

How likely are you to attend one of these music events?

- Very likely 119
- Somewhat likely 10
- Other Please Specify 8

_____
_____
_____

7. Additional Comments

Please share any thoughts, suggestions, or concerns:

- _____
  _____
  _____
  _____
  _____
  _____
  _____
  _____
  _____

Thank you for your participation and input. We'll be hosting a **Community Outreach Meeting** on *Tuesday, September 23, 2025 at 6 PM at The Abriendo Inn* to inform the community on our sound and parking mitigation effort, listen and address the concerns of our neighbors and gauge the level of support / opposition for our rezone initiative. We hope you'll attend.

Abriendo Inn
Community Outreach Meeting
Narrative

Date: 9.23.2025
Time: 6:00 PM
Location: 300 W Abriendo Ave, Pueblo

Format:

Welcome
Purpose
- Inform
- Listen & Address
- Gauge

Agenda
- Parking & Sound Mitigation Efforts
- Public Input & Recommendations
- Next Steps

Speaking & Listening Expectations

Parking Mitigation Efforts

Narrative: Jeff Bailey, owner of The Abriendo Inn, using Keynote presentation and 2'x3' foam boards, addressed the audience in regard to the parking mitigation plans, effective immediately, that will direct event parking away from residences and to the Mesa Junction parking island lots between West and South Abriendo Avenue from Quincy to Broadway. Only 1 block from the Inn, the 48 parking spaces that are mostly unoccupied after business hours, offer a nearby parking option away from the more dense residential areas west and north of The Abriendo Inn. A second public parking location, the First Congressional Church, adds another 12 parking spaces only 100' from the Inn. A private parking option, also exists 3 blocks east at the Restore Store on the corner of Main and East Abriendo, Ave. Jeff mentioned that he has had positive communications with the Restore Store ownership in securing a parking agreement.

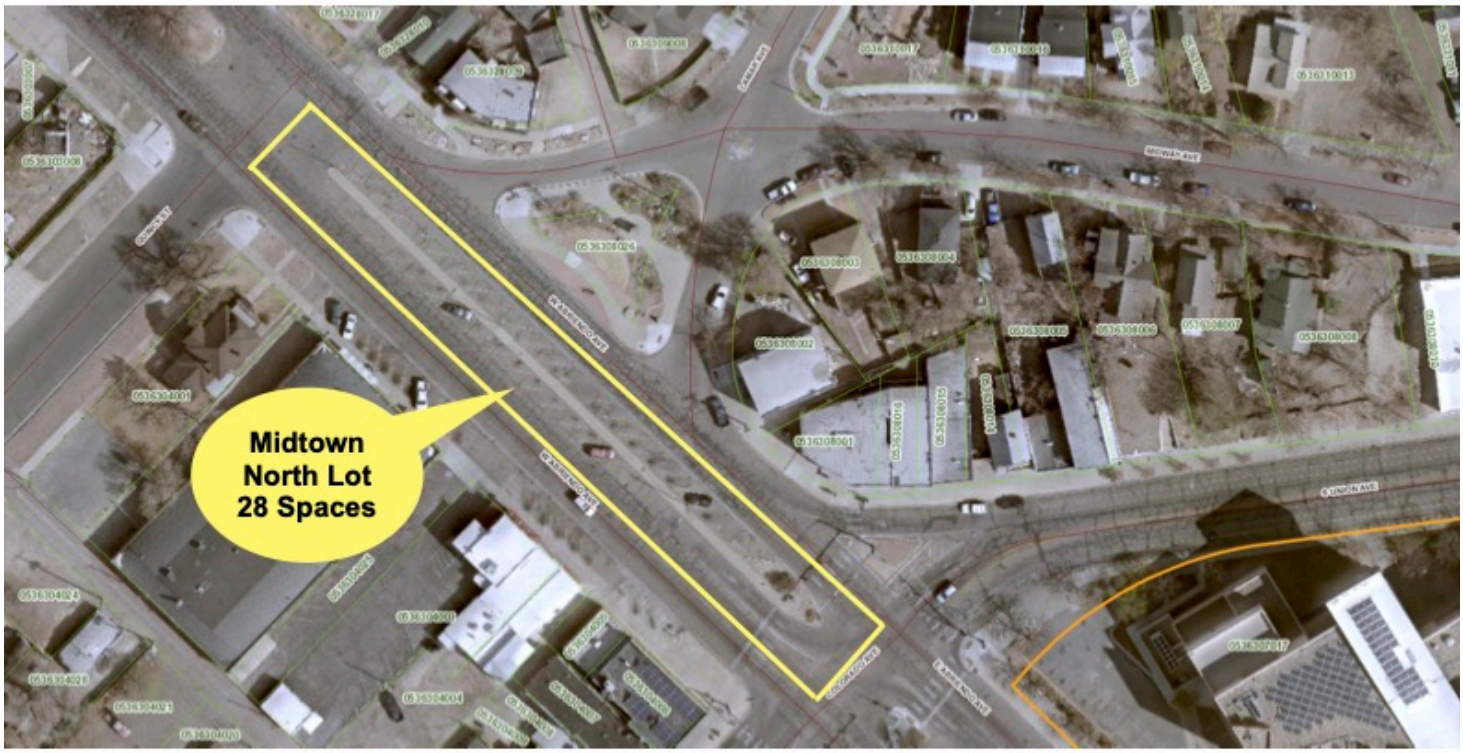
To assist guest transport from these parking areas to the Inn, The Abriendo Inn and Arch's Peditaxi have teamed up to shuttle event guests with rides to and from the Inn.

The Abriendo Inn has also purchased "No Parking" yard signs and taken those to the homes of neighbors on Jackson and Abriendo to discourage event guests from taking up home owner parking in front of their homes and blocking driveways.

Public Recommendations:

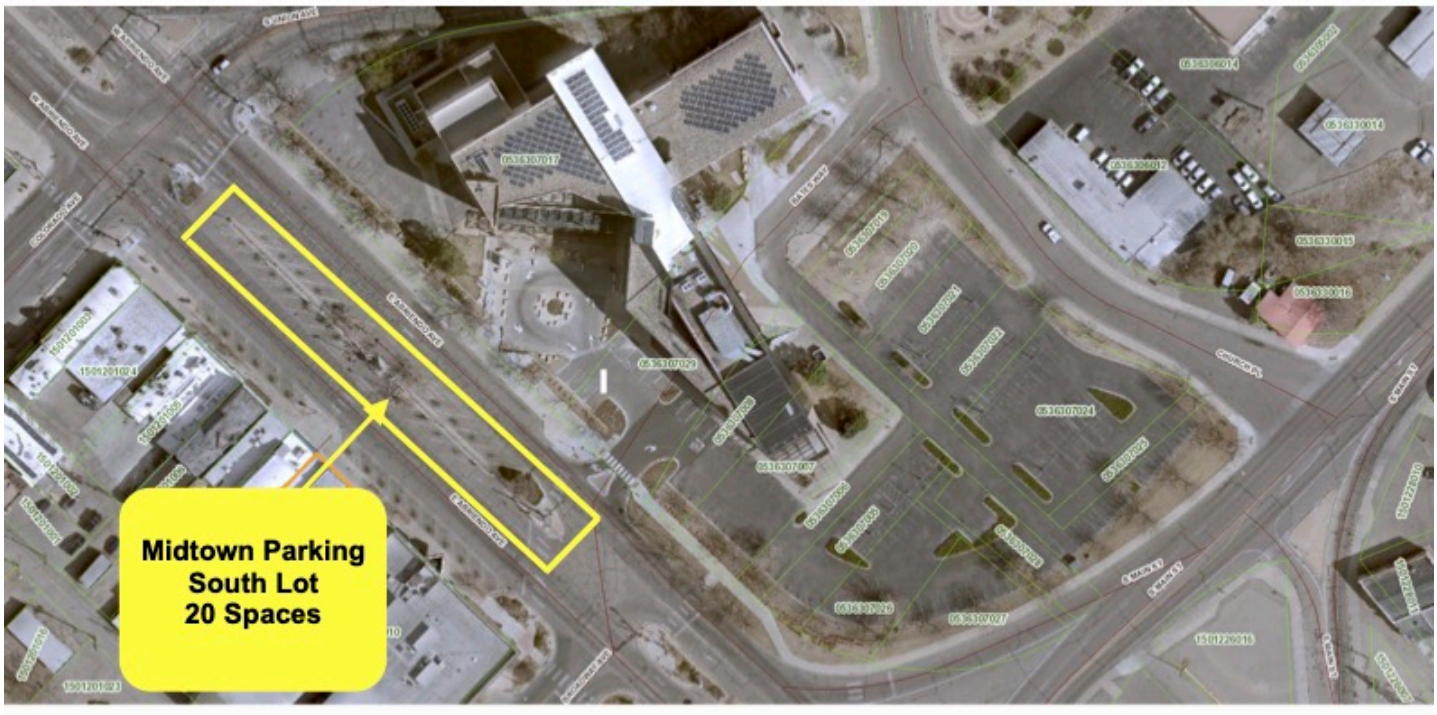
Meeting attendees made a great suggestion that "no parking" signs be placed on the north corner of Abriendo and Jackson so that views of coming traffic are not impeded by vehicles parked directly in front of the Inn.

F4 - Parking Variance (Public Parking)



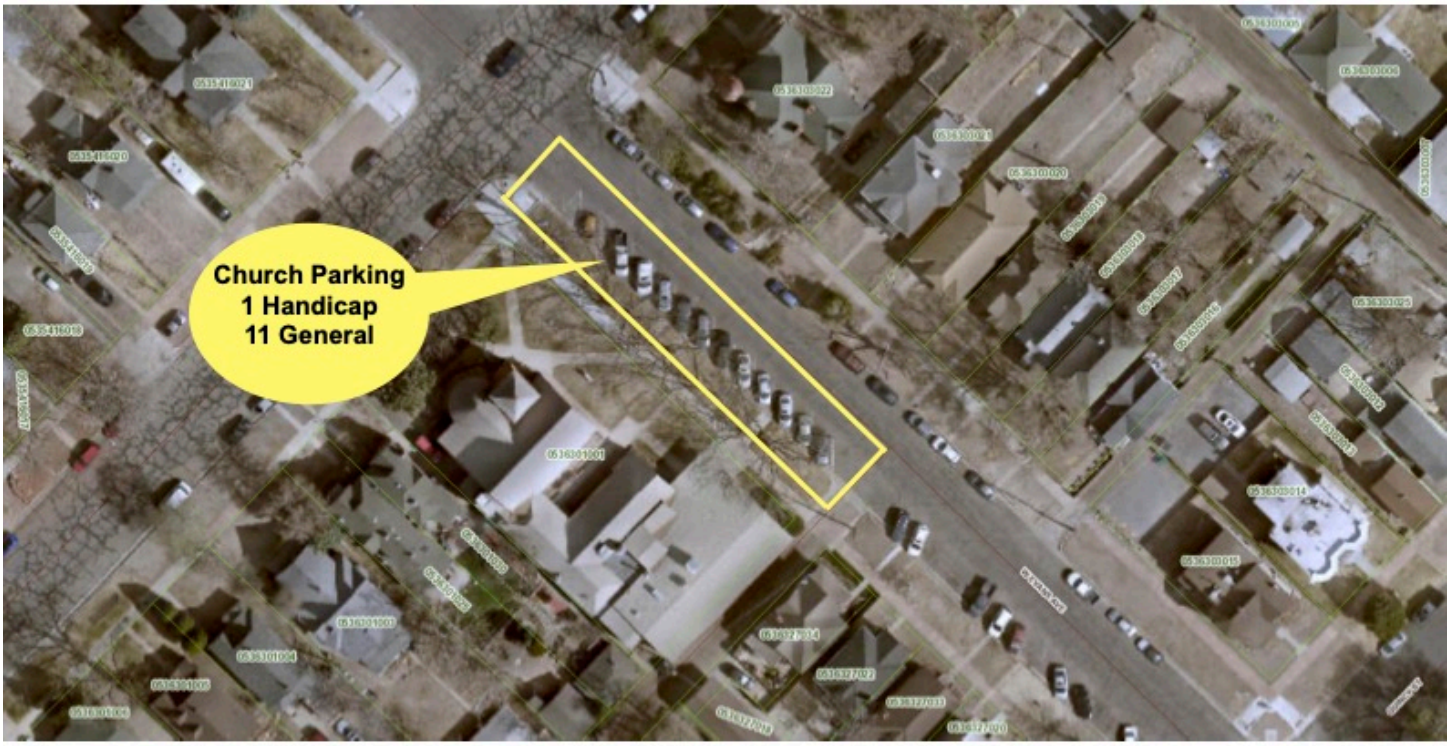
2 Blocks from 300 W Abriendo - "The Abriendo Inn"

F4b - Parking Variance (Public Parking)

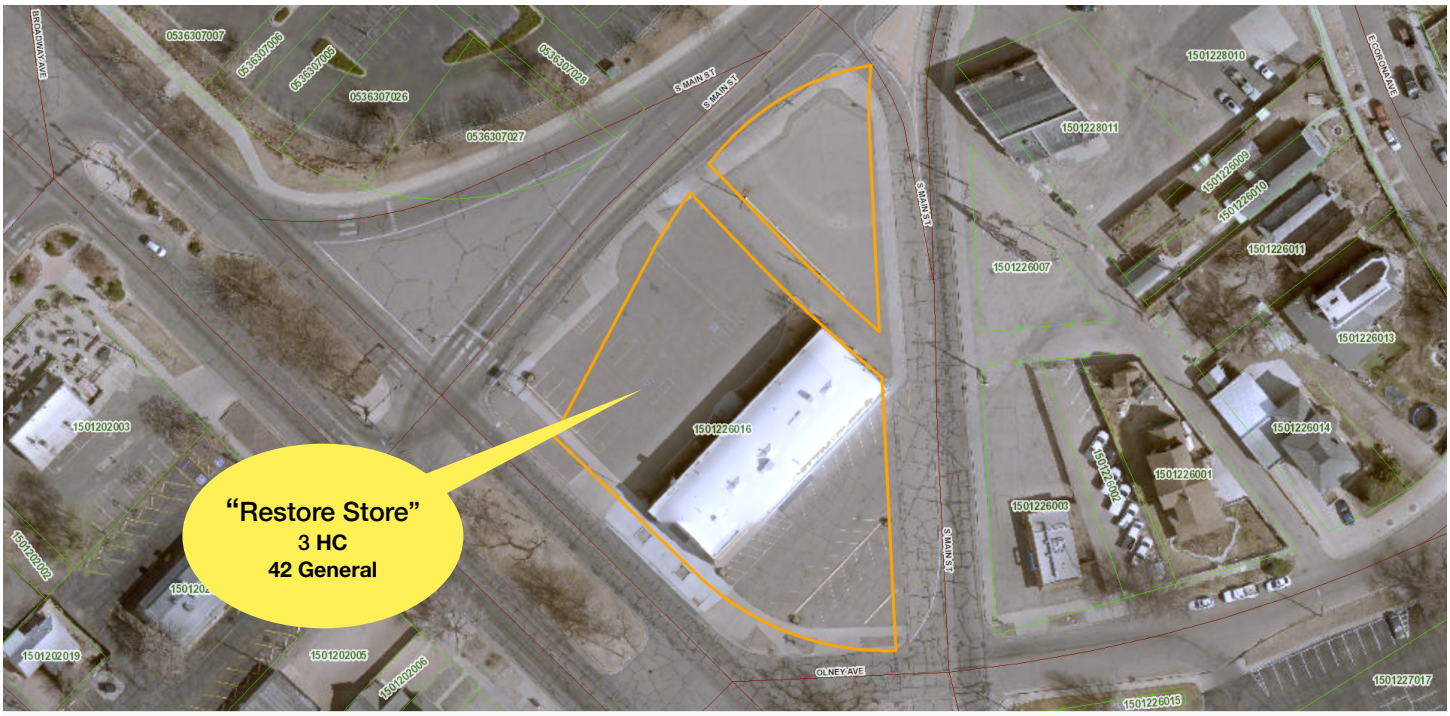


2 Blocks from 300 W Abriendo - "The Abriendo Inn"

F5 - Parking Variance (Public Parking)



Public Parking: First Congregational Church



Private Parking Option

Sound Mitigation Efforts

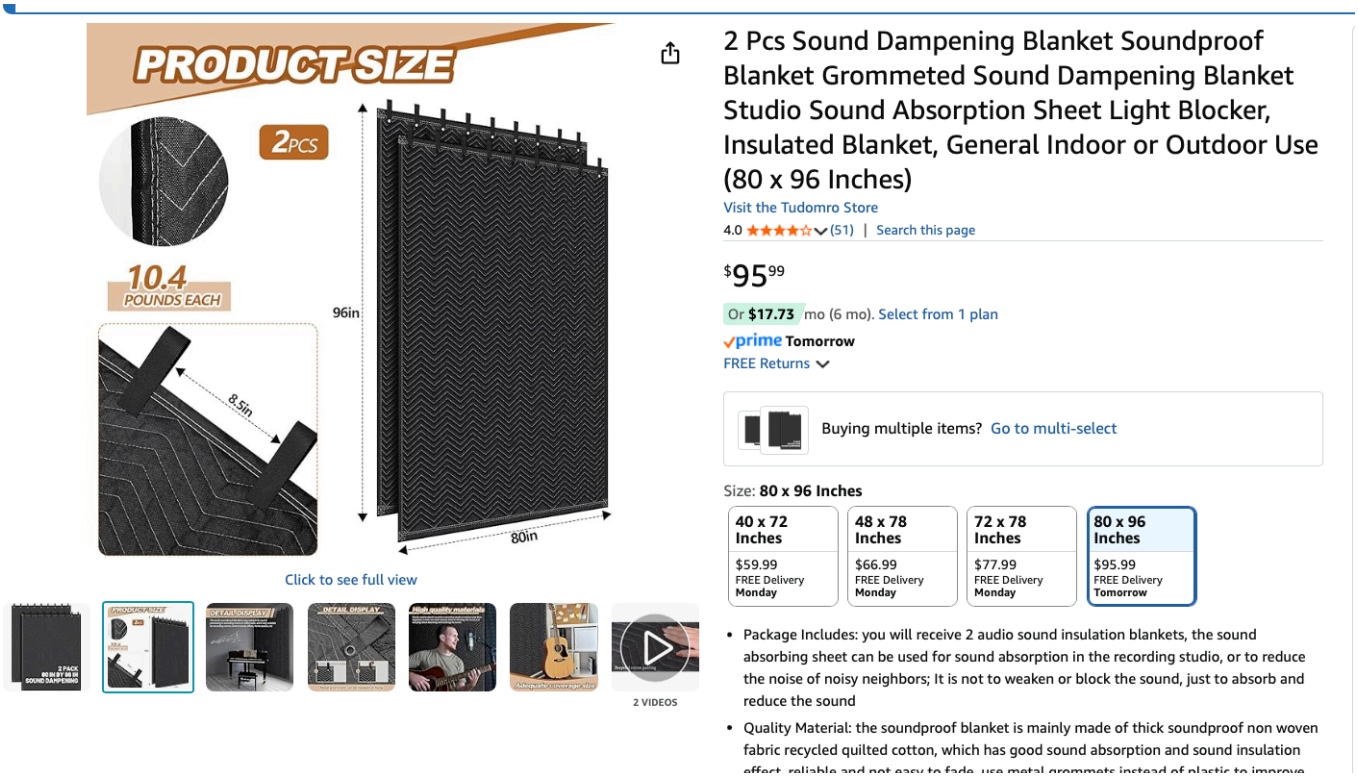
Narrative: Jeff Bailey spoke on the sound mitigation efforts The Abriendo Inn has taken since August 2nd. Following a sound test conducted at the Inn on September 10th from 5-7 pm by sound professionals Wayne Deherrera and Carlos Torres, The Inn has purchased 12 sound absorbing blankets to dampen sound and reduce decibel levels stemming from speakers used by DJ's and bands playing at events. Blankets range in size from 80" x 96" and 76" x 80" and are hung in locations chosen by Wayne and Carlos.

With speakers facing southwest on Jackson Street, results of the September 10th, 2025, sound test indicated that sound decibel readings of **104 dB** 50 feet in front of Torres' sound system were reduced to 75 dB on Jackson Street behind the "Green Wall", 65 dB on the corner of Abriendo Ave and Jackson and 50 feet Northwest on the sidewalk of Abriendo. At the request of a neighbor 3 houses northwest of the Inn, Jeff & Wayne conducted sound meter tests inside the neighbors home recording **47dB**

Per Wayne Deherrera, Jeff pointed out that 104 dB is a level equivalent to sound levels at the Grand Stands at the Colorado State Fair concerts held after the Rodeo.

Note: sound systems used at The Abriendo Inn range between 85 and 75 dB 50' from the speakers meaning dB levels would be reduced to 45-55 dB at the same sound test locations.

Finally, Jeff reiterated that sound meter tests would be conducted during all events involving music and DJ's and bands would be kept in check or risk being shut down.



Sound Absorbing Blankets

Public Discussion & Questions

Bret Verna, zoning consultant for The Abriendo Inn, then discussed and answered questions pertaining to the rezone from the current Mixed Residential Office Space R5 to B-2. Questions were asked about the difference and why it's necessary to rezone. Bret and Jeff explained that in order to resume small events involving live music, a rezone to B2 would be necessary. However, Bret pointed out that that use would fall under a "use by review" and could thus be revoked if The Abriendo Inn failed to operate in accordance with zoning regulations. Jeff added that The Abriendo Inn seeks to continue to use small live music and other events to support non-profits in the Pueblo area.

Jeff then explained that The Abriendo Inn has no intentions of "steamrolling" our neighbors and moving forward against strong opposition evidenced by the door to door delivery of the meeting invitation which was not required by Planning and Zoning. Jeff expressed the desire to be good neighbors and if the neighborhood did not support the effort to bring live music events to The Abriendo Inn, then rezone efforts would be aborted.
Jeff then discussed the results of the online and hard copy Community Outreach Surveys collected as of the date of the meeting. Out of a combined 131 surveys (111 online and 20 hard copy), 2 expressed opposition to The Abriendo Inn hosting live music events due to sound and parking concerns.

The meeting concluded with comments made by meeting attendees that signed up to speak. Six speakers expressed positive support for the rezone effort and bringing back live music events to The Abriendo Inn. Several spoke favorably of the safe, intimate and festive environment absent of the "bar scene" experienced at indoor venues. Several added that The Abriendo Inn is a place where mature adults aged 40 to 80 can gather, dance, and socialize in a safe place. Neighbors added that since Jeff & Cindy reopened The Abriendo Inn in 2021, a positive vibe has returned to and neighborhood and crime has been reduced. Finally, longtime residents recalled the impact of a vacant Abriendo Inn had on the neighborhood in regards to crime, property values, and unhoused populations.

Next Steps

Wrapping up the meeting, Jeff explained that with that information and the results of the night's meeting, The Abriendo Inn intends to pursue a rezone to B2 and the next important date will be November 12th at the Planning & Zoning Hearing to be held at city council chambers at City Hall.

Sound Mitigation



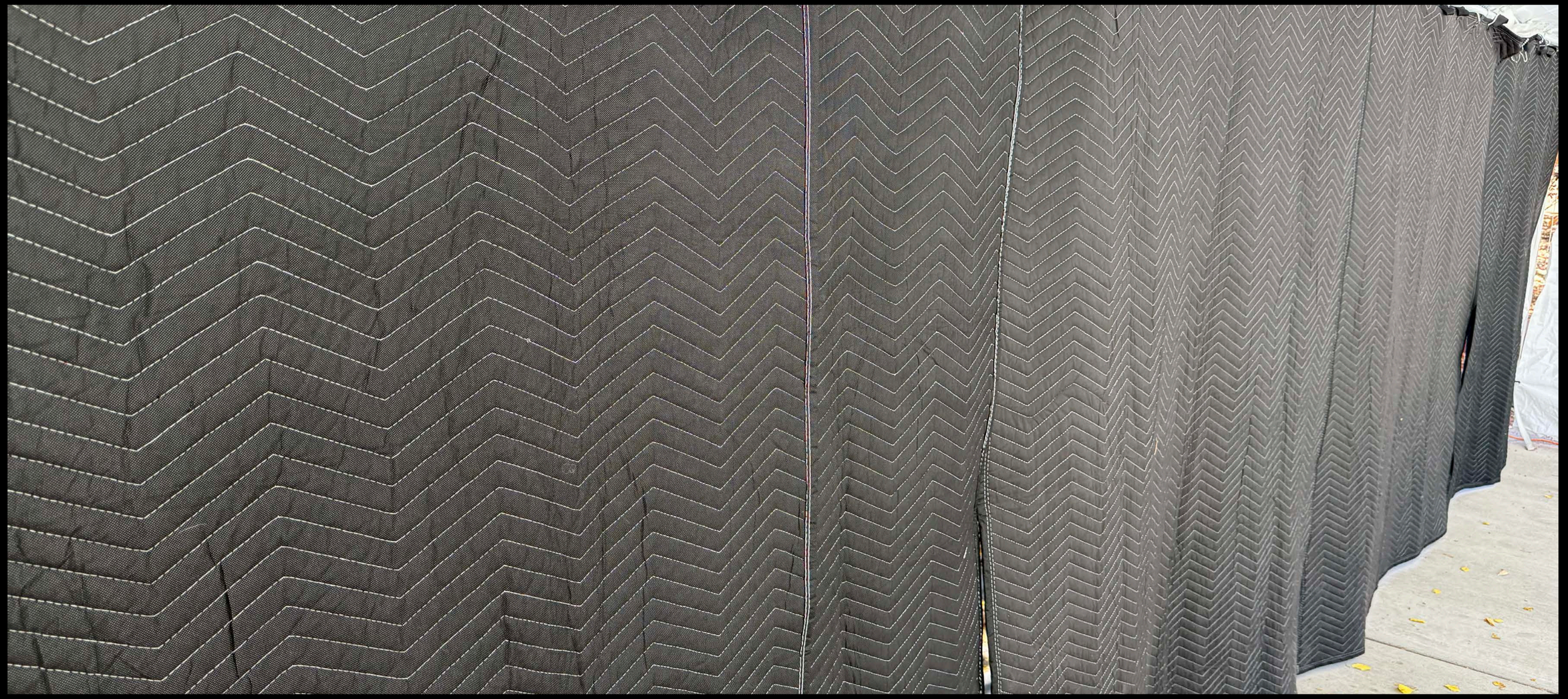
Sound Absorbing Blankets (Back Wall) on Event Tent

Sound Mitigation



Sound Absorbing Blankets (Back Wall) on Event Tent

Sound Mitigation



Sound Absorbing Blankets (Back Wall) on Event Tent

Sound Mitigation



Sound Absorbing Blankets (Back Wall) on Event Tent

Sound Mitigation



Sound Absorbing Blankets (Back Wall) on Event Tent

Sound Mitigation



80” W x 96” H -Sound Absorbing Blankets against 6’ Privacy Fence

Sound Mitigation

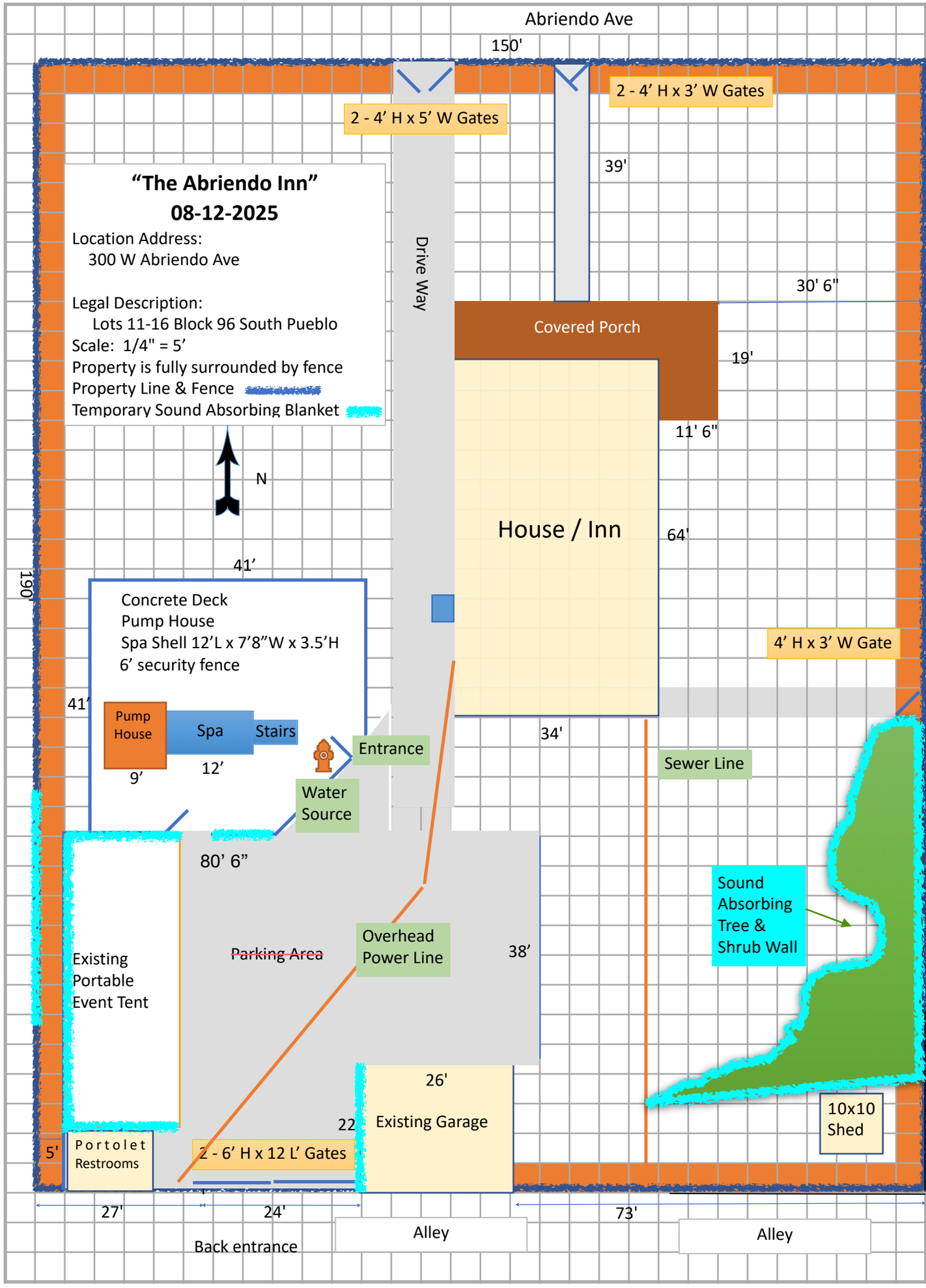


80” W x 96” H -Sound Absorbing Blankets against 6’ Privacy Fence

Sound Mitigation



80” W x 96” H - Sound Absorbing Blankets against 6’ Privacy Fence


Abriendo Ave
150'
Jackson Street
2 - 4' H x 5' W Gates
2 - 4' H x 3' W Gates
39'
"The Abriendo Inn"
08-12-2025
Location Address:
300 W Abriendo Ave
Legal Description:
Lots 11-16 Block 96 South Pueblo
Scale: 1/4" = 5'
Property is fully surrounded by fence
Property Line & Fence
Temporary Sound Absorbing Blanket
Drive Way
30' 6"
Covered Porch
19'
11' 6"
N
House / Inn
64'
41'
190'
Concrete Deck
Pump House
Spa Shell 12'L x 7'8"W x 3.5'H
6' security fence
4' H x 3' W Gate
41'
Pump House
Spa
Stairs
9'
12'
Entrance
34'
Sewer Line
Water Source
Jackson Street
80' 6"
Sound Absorbing Tree & Shrub Wall
Existing Portable Event Tent
Parking Area
Overhead Power Line
38'
26'
22
Existing Garage
10x10 Shed
5'
Portolet Restrooms
2 - 6' H x 12 L' Gates
27'
24'
73'
Alley
Alley
Back entrance

October 27, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Jeff Bailey for the approval of the following application:

Z-25-18 Rezone: Rezoning of 0.65 acres located at 300 W Abriendo Ave. from Multiple Residential and Office (R-5) Zone District to Sub-Regional Business (B-2) Zone District.

The Planning and Zoning Commission meeting will be held on **November 12, 2025, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. Written testimony can also be accepted up to 24 hours before the hearing date. To review the 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**.

Beritt Odom, Planning & Community Development Director
By Mikaylin Hackley, Planner
(719) 553-2259

October 27, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Jeff Bailey for the approval of the following application:

Z-25-18 Rezone: Rezoning of 0.65 acres located at 300 W Abriendo Ave. from Multiple Residential and Office (R-5) Zone District to Sub-Regional Business (B-2) Zone District.

The Planning and Zoning Commission meeting will be held on **November 12, 2025, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. Written testimony can also be accepted up to 24 hours before the hearing date. To review the 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**.

Beritt Odom, Planning & Community Development Director
By Mikaylin Hackley, Planner
(719) 553-2259

October 27, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Jeff Bailey for the approval of the following application:

Z-25-18 Rezone: Rezoning of 0.65 acres located at 300 W Abriendo Ave. from Multiple Residential and Office (R-5) Zone District to Sub-Regional Business (B-2) Zone District.

The Planning and Zoning Commission meeting will be held on **November 12, 2025, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. Written testimony can also be accepted up to 24 hours before the hearing date. To review the 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**.

Beritt Odom, Planning & Community Development Director
By Mikaylin Hackley, Planner
(719) 553-2259

October 27, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Jeff Bailey for the approval of the following application:

Z-25-18 Rezone: Rezoning of 0.65 acres located at 300 W Abriendo Ave. from Multiple Residential and Office (R-5) Zone District to Sub-Regional Business (B-2) Zone District.

The Planning and Zoning Commission meeting will be held on **November 12, 2025, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. Written testimony can also be accepted up to 24 hours before the hearing date. To review the 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**.

Beritt Odom, Planning & Community Development Director
By Mikaylin Hackley, Planner
(719) 553-2259

CASE NUMBER Z-25-18

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 300 W Abriendo Ave 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.

10-27-25 Mailed by Carol
(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 300 W Abriendo Ave, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

10-27-25 Photo uploaded in case file 11-4-25 by Planner
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

Owner	Owner	Owner	Own	Owner
110 VAN BUREN LLC	5220 LANAGAN ST	COLORADO SPR	CO	80919-3558
114 VAN BUREN LLC	5220 LANAGAN ST	COLORADO SPR	CO	80919-3558
APOLITO GERALD/APOLITO CAROLYN M	329 W EVANS AVE	PUEBLO	CO	81004-1822
ATKINSON DALE L/ATKINSON JULIE N/DJ	4702 COUNTY ROAD 106	ELIZABETH	CO	80107-6300
AVIANO PROPERTIES LLC + HUSTEAD DIANE E , LA	8840 CURTIS RD 331 W EV	BEULAH	CO	81023
BAILEY JANE F	330 W ABRIENDO AVE	PUEBLO	CO	81004-1814
BAILEY JEFFERY G/BAILEY CINDY ROSE	300 W ABRIENDO AVE	PUEBLO	CO	81004-1814
CHRISTENSEN NICOLE J	4713 CEDARWEED BLVD	PUEBLO	CO	81001-1014
CISSELL DAVID LEON	311 W ABRIENDO AVE	PUEBLO	CO	81004-1867
COOPER JOHN A	316 W ABRIENDO AVE	PUEBLO	CO	81004-1814
DAVIS HOLLY ELIZABETH	119 JACKSON ST	PUEBLO	CO	81004-1882
DREIER J MICHAEL	PO BOX 2028	PUEBLO	CO	81004-0028
DURAN JEREMY	218 W ABRIENDO AVE	PUEBLO	CO	81004-1813
EMGAVNO LLC	3 BANDERA CT	PUEBLO	CO	81005-2904
GARCIA JESSIE K	1201 COURT ST	PUEBLO	CO	81003
GARCIA JIMMY/GARCIA LISA M	121 JACKSON ST	PUEBLO	CO	81004-1825
GHINI AARON G	2371 OVERTON RD	PUEBLO	CO	81008-9676
GRADISAR GREGORY	2700 S PRAIRIE AVE	PUEBLO	CO	81005-3167
HILLMAN ERIN J	223 W EVANS AVE	PUEBLO	CO	81004-1820
HUMPHREY PAUL RICHARD/ STRAPPINI GI	1348 MOUNT EVANS DR	LONGMONT	CO	80504-3023
JABAILY BARBARA	223 MIDWAY AVE	PUEBLO	CO	81004-1912
JAMES REEG II LLC	2330 N POWERS FRONTAG	COLORADO SPR	CO	80915-1505
LOBATO STEVEN T/LOBATO BELINDA R	319 W EVANS AVE	PUEBLO	CO	81004-1822
LOCKHART MARTHA A/MARTIN JAMES V	1120 POND SIDE DR	COLORADO SPR	CO	80901-3833
MANLEY JONATHAN LEWIS/MANLEY PAMELA	PO BOX 9012	PUEBLO	CO	81008-9012
MCCALLUM CHRISTOPHER RYAN	315 W EVANS AVE	PUEBLO	CO	81004-1884
MIDWAY AVENUE PROPERTIES LLC	PO BOX 1882	PUEBLO	CO	81002-1882
MODRELL JENNIFER TRUST	225 W EVANS AVE	PUEBLO	CO	81004-1820
RESIDENT	116 JACKSON ST	PUEBLO	CO	81004-1825
OTTINO JAMES J/OTTINO BARBARA A	330 S EL SOBRANTE DR	PUEBLO WEST	CO	81007-7054
ROBINSON CYNTHIA H	5 BARCLAY DR	PUEBLO	CO	81004-1501
RUTZ HARRY W/ROLANDER CHELSEA	2921 W ROSCOE ST	CHICAGO	IL	60618-5820
SANDOVAL HEATHER LEA	1225 N GRAND AVE	PUEBLO	CO	81004-1825
UNIQUE URBAN DEVELOPMENT COMPANY LL	246 DUNSMERE AVE	PUEBLO	CO	81004-1027
VAUGHN DAVID C/VAUGHN LINDA L	15 ALTADENA DR	PUEBLO	CO	81005-2963
WILBAR JOHN F/WILBAR CONNIE L	222 W ABRIENDO AVE	PUEBLO	CO	81004-1813
WILKIE CRAIG M/MISCHEL NICK W	129 JACKSON ST	PUEBLO	CO	81004-1825
WINEGARDNER DEANNE	1862 W TEJON AVE	PUEBLO WEST	CO	81007-3239

Owner

Docusign Envelope ID: 1FE1B855-9D7E-4B27-BA68-830B96FC6A82

City Clerk's Office Item # R2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING THE MUNIZ SUNNY HEIGHTS SUBDIVISION FILING NO.1

SUMMARY:

The applicant is requesting to subdivide .77-acres into one three lots to facilitate the development of residential units.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property is a single .77 acre lot platted as lot 6, block 2, WDB Land's Co Subdivision No. 1 in 1941 when the property was located in Pueblo County. The lot was annexed into the City of Pueblo in 1966 with ordinance 3079. The surrounding area is characterized by single-family housing erected between 2019 and 2021 on land platted in 2004 as the Koles Subdivision. The purpose of the subdivision is to create a total of three lots for residential construction. As part of the subdivision, the owner is dedicating 10 ft of right of way along Orange Street and a 10 ft public utility easement along the eastern property boundary of the subdivision. The lots will be range in size from 10, 583 sq ft to 10, 595 sq ft.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

Docusign Envelope ID: 1FE1B855-9D7E-4B27-BA68-830B96FC6A82

The Planning and Zoning Commission, at their November 12, 2025, 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.

ALTERNATIVES:

If City Council does not approve this Ordinance, the site will not be subdivided which will only allow one residential unit.

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:

1. S-24-09 Attachments

Docusign Envelope ID: 1FE1B855-9D7E-4B27-BA68-830B96FC6A82

ORDINANCE NO. 11112

AN ORDINANCE APPROVING THE MUNIZ SUNNY HEIGHTS SUBDIVISION FILING NO.1

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

SECTION 1.

The final plat of the Muniz Sunny Heights Subdivision Filing No. 1, being a subdivision of land legally described as:

Lot 6, Block 2, WDB Land Company Subdivision No. 1, according to the recorded plat thereof, County of Pueblo, State of Colorado

CONTAINING 31,766 SQUARE FEET OR 0.73 ACRE, 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 to perform any and all acts consistent with the intent of the Ordinance to implement the policies and procedures described herein.

Docusign Envelope ID: 1FE1B855-9D7E-4B27-BA68-830B96FC6A82

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 December 22, 2025.

Final adoption of Ordinance by City Council on January 12, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☐ Approved on 01/13/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
Mayor

Docusign Envelope ID: 1FE1B855-9D7E-4B27-BA68-830B96FC6A82

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

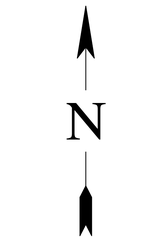
ATTEST

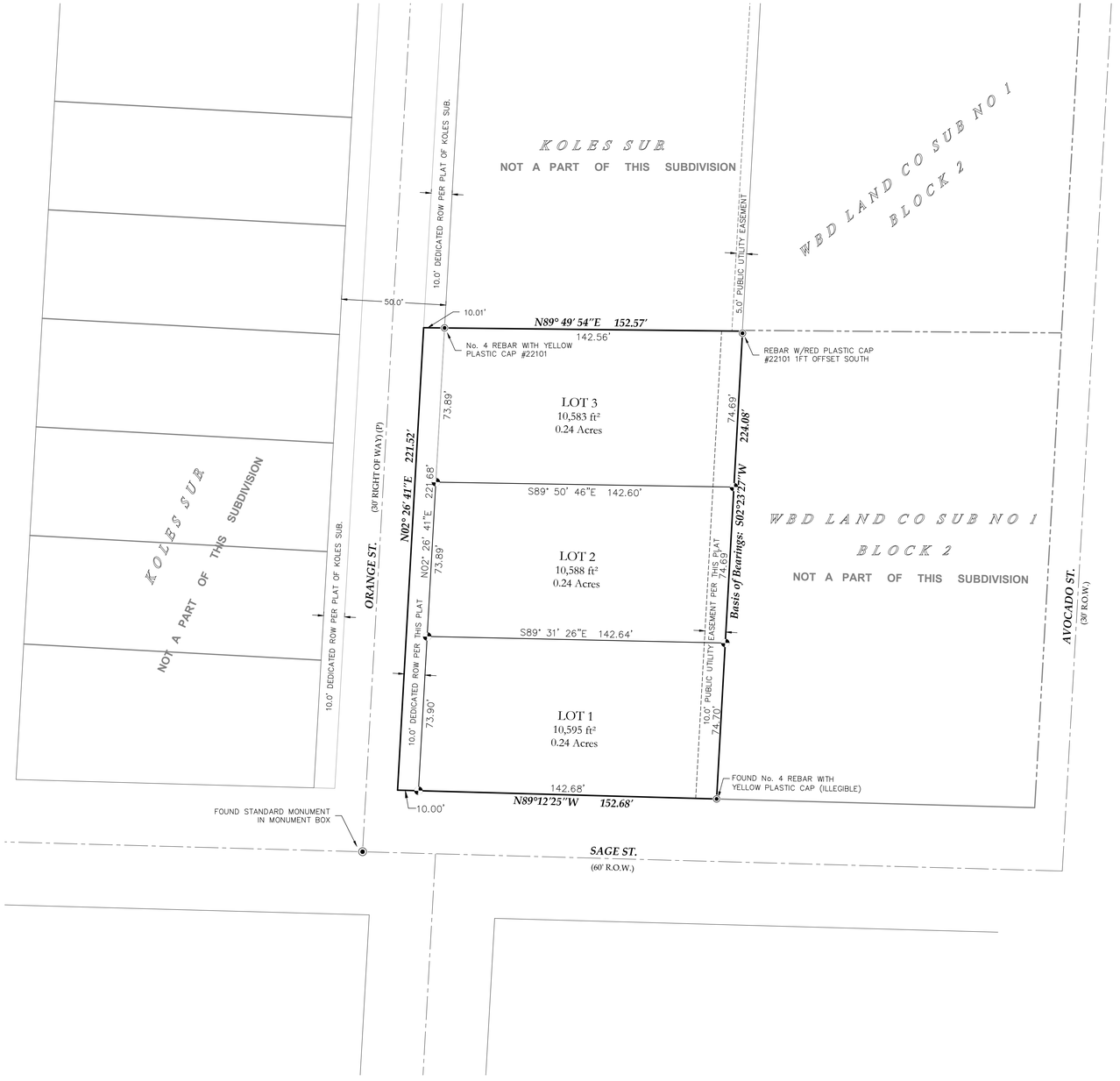
DocuSigned by:
7C02EBDFFC3D43C...

_____
City Clerk

Muniz Sunny Heights Subdivision

A Replat of Lot 6, WDB Land Co. Subdivision No. 1, In the Northeast Quarter of Section 4, Township 20 South, Range 65 West of the 6th P.M. Pueblo County, Colorado





FOUND MONUMENT AS DESCRIBED

SET NO. 4 REBAR W/PLASTIC CAP #38529

BOUNDARY LINE

NEW LOT LINE

Notice:
According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten (10) years from the date of certification shown hereon.

According to Federal Emergency Management Agency Flood Insurance Rate Map (FIRM) Community No. 08577, Panel 0493 D, Map No. 08101C0493D, Effective Date August 15, 2019, this property lays entirely within Zone X and is not a designated floodplain.

Title work provided by Land Title Guarantee Company, File No. PB35067670 bearing an effective date of July 3, 2024.

Basis of Bearings: The easterly line of subject property bears S02°23'27"W being a grid bearing of the Colorado State Plane Coordinate System and is monumented at the north end by a No. 4 rebar w/red plastic cap #22101 and at the southerly end by a No. 4 rebar with yellow plastic cap #30107 and .

Distances shown hereon are ground distances of the Colorado State Plane Coordinate System, South Zone, NAD83 US Ft. and utilize a combination scale factor of 1.0002550900.

PURPOSE:
The purpose of this plat is to plat Lot 6, Block 2, WDB Land Company Subdivision No. 1, County of Pueblo, State of Colorado, into 3 smaller, buildable lots.

SURVEYOR'S CERTIFICATE

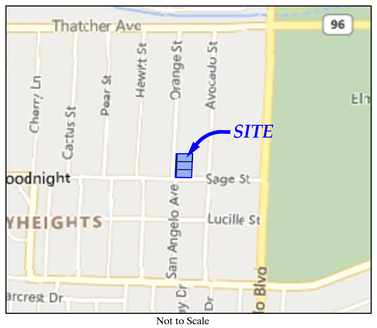
I, Julie N. Troutt, a professional land surveyor licensed to practice land surveying in the State of Colorado, do hereby certify that the survey of Muniz Sunny Heights Subdivision was made by me or directly under my supervision and checking and that the accompanying map complies with all applicable rules, regulations, and laws of the State of Colorado.

I attest the above on this _____ day of _____, 2025.

_____
Julie N. Troutt ~ Professional Land Surveyor #38529

COLORADO LICENSED
JULIE N. TROUTT
38529
PROFESSIONAL LAND SURVEYOR

VICINITY MAP



Not to Scale

KNOW ALL MEN BY THESE PRESENTS: that Juan Ignacio Muniz and Maria De Jesus Muniz are the sole owners of the following described land:

TO WIT: Lot 6, Block 2, WDB Land Company Subdivision No. 1, according to the recorded plat thereof, Pueblo County Colorado.

Containing 0.77 Acres.

HAVE CAUSED the foregoing described property to be surveyed, platted, and re-subdivided into lots under the name of Muniz Sunny Heights Subdivision, and do hereby dedicate and set apart all of the roads as shown hereon to the use of the public for perpetual use, and do hereby dedicate those portions of said real property which are indicated as easements on the accompanying plat, for the purpose shown hereon, and do hereby grant the right to install and maintain necessary structures to the entity responsible for providing the services for which the easements are established.

IN WITNESS WHEREOF:

Juan Ignacio Muniz and Maria De Jesus Muniz have caused their names to be hereunto subscribed, this _____day of _____ , 2025.

WITNESS our hands and official seal

By _____
Juan Ignacio Muniz ~ Owner

By _____
Maria De Jesus Muniz ~ Owner

Subscribed and sworn to before me this _____ day of _____, 2025, by Juan Ignacio Muniz and Maria De Jesus Muniz.

Witness my hand and official seal.

_____
Notary Public

My Commission expires:_____

IMPROVEMENT CERTIFICATION:

This is to certify that the Subdivider has complied with Alternate No. _____ 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

APPROVAL FOR RECORDING

Approved by City Council of Pueblo, Colorado by Ordinance No. _____.

This is to certify that the plat of Muniz Sunny Heights Subdivision has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

_____ _____
Date City Clerk

NOTICE PERTAINING TO ACCEPTANCE OF PUBLIC FACILITIES:

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, parks and other public improvements meet the requirements, standards, and specifications of the City, its subdivision ordinance, and where appropriate, its Parks 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, park 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 any private roads, easements, or facilities that may be dedicated hereon, nor shall the City be obligated to maintain, construct, or repair such private roads, easements, and facilities.

Colorado Land Surveyors, Inc.
184 S. Tiffany Dr., Ste. 106
Pueblo West, CO 81007
719-542-9169

D:\Civil 3D Projects\Surveys\2024\S24-53 Orange St\S24-53 MUNIZ SUB.dwg

Muniz Sunny Heights Subdivision

A Replat of Lot 6, WDB Land Co. Subdivision No. 1, In the Northeast Quarter of Section 4, Township 20 South, Range 65 West of the 6th P.M. Pueblo County, Colorado

S U P P L E M E N T A L

N

SCALE: 1"=30'

0' 15' 30' 60'

- *FOUND MONUMENT AS DESCRIBED*
- *SET NO. 4 REBAR W/PLASTIC CAP #38529*
- *EXIST. POWER POLE*
- *EXIST. GUY WIRE*
- *EXIST WATER VALVE*
- *BOUNDARY LINE*
- *NEW LOT LINE*
- *SANITARY SEWER*
- *GAS LINE*
- *WATER LINE*



Notice:
According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten (10) years from the date of certification shown hereon.

According to Federal Emergency Management Agency Flood Insurance Rate Map (FIRM) Community No. 08577, Panel 0493 D, Map No. 08101C0493D, Effective Date August 15, 2019, this property lays entirely within Zone X and is not a designated floodplain.

Title work provided by Land Title Guarantee Company, File No. PB35067670 bearing an effective date of July 3, 2024.

Basis of Bearings: The easterly line of subject property bears S02°23'27"W being a grid bearing of the Colorado State Plane Coordinate System and is monumented at the north end by a No. 4 rebar w/red plastic cap #22101 and at the southerly end by a No. 4 rebar with yellow plastic cap #30107 and .

Distances shown hereon are ground distances of the Colorado State Plane Coordinate System, South Zone, NAD83 US Ft. and utilize a combination scale factor of 1.0002550900.

PURPOSE:
The purpose of this plat is to plat Lot 6, Block 2, WDB Land Company Subdivision No. 1, County of Pueblo, State of Colorado, into 3 smaller, buildable lots.

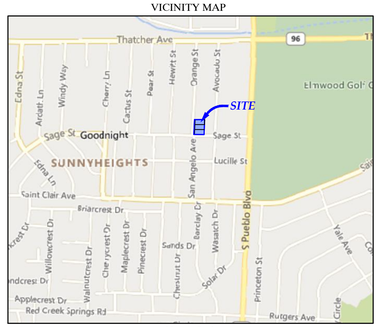
SURVEYOR'S CERTIFICATE

I, Julie N. Troutt, a professional land surveyor licensed to practice land surveying in the State of Colorado, do hereby certify that the survey of Muniz Sunny Heights Subdivision was made by me or directly under my supervision and checking and that the accompanying map complies with all applicable rules, regulations, and laws of the State of Colorado.

I attest the above on this _____ day of _____, 2025.

_____
Julie N. Troutt ~ Professional Land Surveyor #38529

VICINITY MAP



Not to Scale

KNOW ALL MEN BY THESE PRESENTS: that Juan Ignacio Muniz and Maria De Jesus Muniz are the sole owners of the following described land:

TO WIT: Lot 6, Block 2, WDB Land Company Subdivision No. 1, according to the recorded plat thereof, Pueblo County Colorado.

Containing 0.77 Acres.

HAVE CAUSED the foregoing described property to be surveyed, platted, and re-subdivided into lots under the name of Muniz Sunny Heights Subdivision, and do hereby dedicate and set apart all of the roads as shown hereon to the use of the public for perpetual use, and do hereby dedicate those portions of said real property which are indicated as easements on the accompanying plat, for the purpose shown hereon, and do hereby grant the right to install and maintain necessary structures to the entity responsible for providing the services for which the easements are established.

IN WITNESS WHEREOF:

Juan Ignacio Muniz and Maria De Jesus Muniz have caused their names to be hereunto subscribed, this _____day of _____, 2025.

WITNESS our hands and official seal

By _____
Juan Ignacio Muniz ~ Owner

By _____
Maria De Jesus Muniz ~ Owner

Subscribed and sworn to before me this _____ day of _____, 2025, by Juan Ignacio Muniz and Maria De Jesus Muniz.

Witness my hand and official seal.

_____
Notary Public

My Commission expires:_____

IMPROVEMENT CERTIFICATION:

This is to certify that the Subdivider has complied with Alternate No. _____ 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

APPROVAL FOR RECORDING

Approved by City Council of Pueblo, Colorado by Ordinance No. _____.

This is to certify that the plat of Muniz Sunny Heights Subdivision has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

_____ _____
Date City Clerk

NOTICE PERTAINING TO ACCEPTANCE OF PUBLIC FACILITIES:

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, parks and other public improvements meet the requirements, standards, and specifications of the City, its subdivision ordinance, and where appropriate, its Parks 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, park 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 any private roads, easements, or facilities that may be dedicated hereon, nor shall the City be obligated to maintain, construct, or repair such private roads, easements, and facilities.

Colorado Land Surveyors, Inc.
184 S. Tiffany Dr., Ste. 106
Pueblo West, CO 81007
719-542-9169

D:\Civil 3D Projects\Surveys\2024\324-53 Orange St\324-53 MUNIZ SUB.dwg

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, November 12, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Brett Boston, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent:

Staff Members Present*:* Laura Portis, Assistant City Attorney; Beritt Odom, Director of Planning and Community Development; Wade Broadhead, Senior Planner, Mikaylin Hackley, Planner; Hannah Prinzi, Planner; and Riane Ledford, Planner, Cindy Capritta, Land Use Tech – Zoom.

Staff Members Absent: None

Approval of the Agenda: Bailey moved to approve the agenda, seconded by Avalos.

Motion Passed: 7-0.

Public Hearing:

S-24-09 Subdivision: Muniz Sunny Heights Subdivision, a replat of lot 6 WDB Land Co. Subdivision No 1. into three lots encompassing .77 acres. Staff report by Wade Broadhead, Sr Planner.

Hearing: Applicant Julie Trout was sworn in and spoke in favor of the subdivision application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the subdivision application be forwarded to City Council for approval, seconded by Boston.

Motion Passed: 7-0.

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Director Planning and Community Development

CC: Cindy Capritta, Land Use Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-24-09 Muniz Sunny Heights Subdivision

DATE: December 10, 2025

Please place the above referenced submittal on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

S-24-09

November 12, 2025

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Wade Broadhead, Sr. Planner
THROUGH:	Beritt Odom, Director of Planning and Community Development
SUBJECT:	Muniz Sunny Heights Subdivision
APPLICANT:	Julie Trout, Colorado Land Surveyors Inc.
PROPERTY OWNER:	Juan Muniz and Maria De Jesus Muniz
LOCATION:	Northeast corner of Orange Street and Sage Street
CONCURRENT REQUESTS:	None

REQUEST:
A re-subdivision of approx.77 acres, legally described as Lot 6 WDB Land's Co Subdivision No. 1, into three lots.

BACKGROUND AND STAFF FINDINGS:

The subject property is a single .77 acre lot platted as lot 6, WDB Land's Co Subdivision No. 1 in 1941 when the property was located in Pueblo County. The lot was annexed into the City of Pueblo in 1966 with ordinance 3079. The surrounding area is characterized by single family housing erected between 2019 and 2021 on land platted in 2004 as the Koles Subdivision. The lots in the Koles subdivision ranged from 7,000 sq ft to 13, 900 sq. ft. The purpose of the subdivision is to create a total of three lots for residential construction. As part of the subdivision the owner is dedicating 10 ft of right of way along Orange Street and a 10 ft public utility easement along the eastern property boundary of the subdivision. The lots will be range in size from 10, 583 sq ft to 10, 595 sq ft.

Planning staff has no concerns with the presented subdivision plat, and no other city agencies have comments. The owner was required to extend the water line. The applicant was granted support form the Board of Water Works infill development program to construct the required water infrastructure improvements.

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.

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	Not applicable
Plat Deficiencies:	None
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	No Conditions

SITE CHARACTER AND COMPATIBILITY:

Site Character: The subject property is undeveloped prairie surrounded by recently developed single family homes and many older homes constructed between the 1940s to 1980s.

Neighborhood Compatibility:
North: R-3, single-family homes
East: R-3, single-family homes
South: R-3, single-family homes
West: R-3, single family homes

Comprehensive Plan Compliance: The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Suburban Neighborhood. The Suburban Neighborhood classification calls for single family detached homes with supporting land uses such as 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 in the suburban neighborhood is 2 to 5 units per acre, if the applicant builds single family residences, the three new units would comply with the Suburban Neighborhood land use classification. Finally, the project meets Policy 6.2.1 Reinvest in Core Neighborhoods, "*Encourage new developments on vacant lands in existing developed areas and support reinvestment in existing buildings and parcels through adaptive reuse or redevelopment*". This subdivision continues the pattern of subdividing oversized older parcels for smaller lots to facilitate infill housing.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

Minimum lot size and width: All lots meet zone district standards for the R-3 Single Family zone district, including 50 ft of frontage on a public street and minimum lot area of at least 5,000 sq. ft. The proposed three lots will have 73 ft of street frontage and measure over 10, 500 sq ft and comply with minimum requirements.

REFERRAL AGENCIES AND COMMENTS:

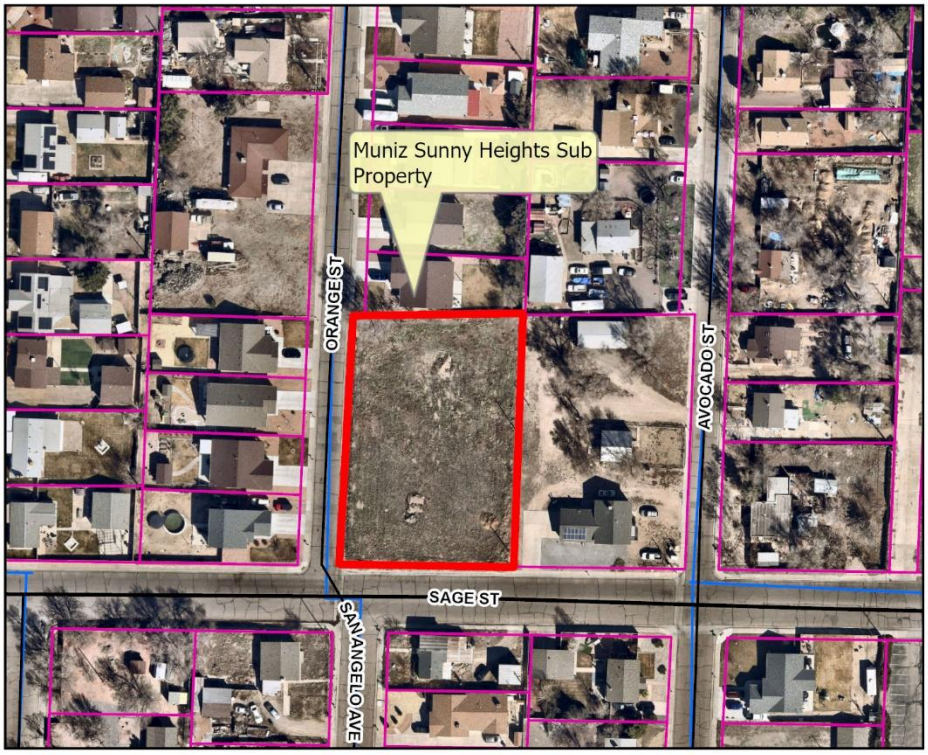
- Black Hills Energy — No comment
- CDOT — No comment

- City Fire Department — No comment
- City Law Department — No comment
- City Parks and Recreation Department — No comment
- City Public Works — No comment
- City Stormwater — No comment
- City Transportation — No comment
- City Wastewater — No comment
- Pueblo Regional Building Department — No comment
- Xcel Energy — No comment

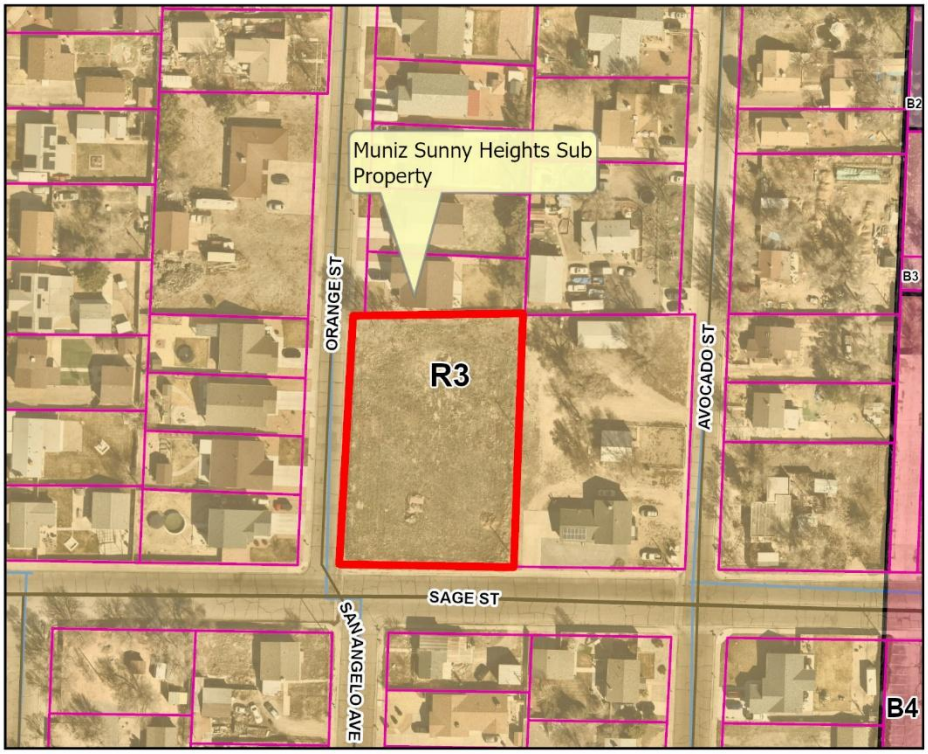
ATTACHMENTS:

A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Photos
E. Application
F. SRC Memo Dated November 5, 2025
G. Subdivision Plat
H. Supporting Documents

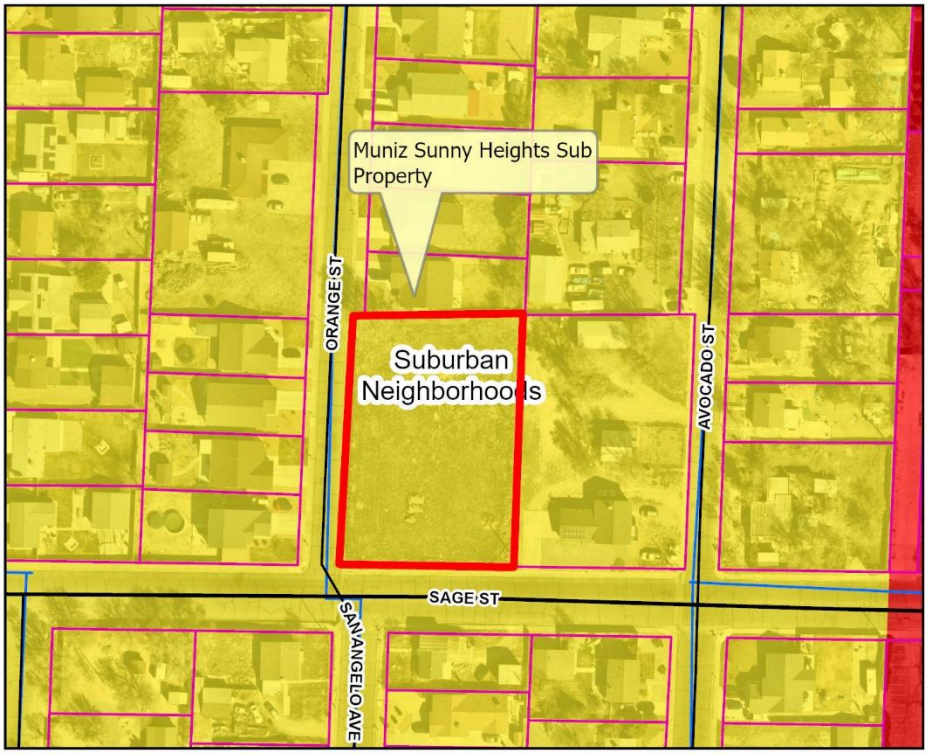
A. Aerial Map



B. Zoning Map



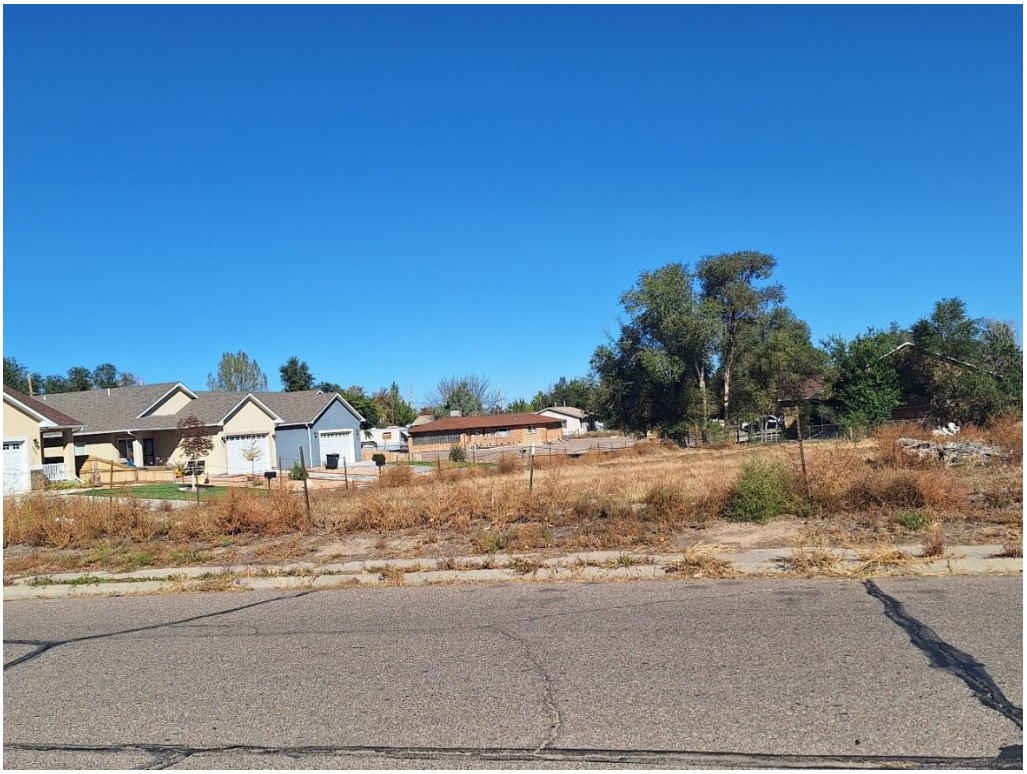
C. Comprehensive Plan Map



D. Photos



D1. Overview of the site looking northeast.



D2. Overview of the site looking northwest.

E. Application
F. SRR Memo November 5, 2025
G. Subdivision Plat

To view the supporting documents, please see the following pages.

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: November 5, 2025

Subject: S-24-09 Muniz Sunny Heights Subdivision

S-24-09: Muniz Sunny Heights Subdivision: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	None
Request for Deferred Filings	Not applicable
Plat Deficiencies:	None
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	None

PZ-24-51

Planning & Zoning Commission Applications

Status: Active

Submitted On: 8/19/2024

Primary Location

0 1504102027
PUEBLO, CO 81002

Owner

MUNIZ JUAN IGNACIO/DE
JESUS MUNIZ
4321 SAINT CLAIR AVE PUEBLO
, CO 81005-1451

Applicant

Julie Troutt
719-542-9169
socolandsurvey@gmail.com
184 S. Tiffany Dr.
Suite 106
Pueblo West, CO 81007

Hearing Information (Office Use Only)

Number of cases

–

Address Validation by GIS?

☐

Planner Assigned

–

Case 1 - Number

Case 2 - Number

Case 3 - Number

P&Z

P&Z Hearing Date

–

Case 1 - P&Z Hearing Results

–

Case 2 - P&Z Hearing Results

–

Case 3 - P&Z Hearing Results

–

Public Notice

Number of Posters

–

Number of Postcards Sent

–

Cost of Newspaper Notice

–

Public Notice Costs

0

Other Fees:

–

Public Notice costs must be paid by:

–

Public notice planning & zoning poster must be displayed BY:

–

Public Notice zoning poster must be displayed UNTIL:

–

City Council

City Council Hearing Date - First Reading

–

City Council Hearing Date - Final Reading

–

Case 1

Case 1 - City Council Hearing Results

–

Case 1 - Ordinance Number

Case 1 - Recording Number, if applicable

Case 2

Case 2 - City Council Hearing Results

–

Case 2 - Ordinance Number

Case 2 - Recording Number, if applicable

Engineer, if applicable

Name

Company

Address

Zip

Phone Number

Email

Surveyor, if applicable

Name

Julie Troutt

Company

Colorado Land Surveyors, Inc.

Address

184 S. Tiffany Dr. 106

Zip

81007

Phone Number

7195429169

Email

socolandsurvey@gmail.com

Type of Application(s)

1041 Pre-Application (Areas and Activities of State Interest)

☐

1041 Permit (Areas and Activities of State Interest)

☐

Annexation

☐

Annexation Agreement Amendment

☐

Appeal

☐

Comp Plan Amendment

☐

Master Plan/Master Development Plan

☐

Master Sign Plan

☐

Metropolitan District Service Plan

☐

Overall Development Plan

☐

PUD Development Guide Amendment

☐

Rearrangement of Property Boundaries (Lot Line Rearrangement)

☐

Rezoning (Zoning Map Amendment)

☐

Site Plan Review

☐

Special Area Plan (SAP)

☐

Special Use Permit

☐

Street Name Change

☐

Subdivision Part I

☑

Vacation

☐

Subdivision

Number of proposed lots in the subdivision?

3

Attachments

Application REQUIRED
Application.pdf
Uploaded by Julie Troutt on Aug 19, 2024 at 3:35 PM

Pueblo County Assessor.pdf
Pueblo County Assessor.pdf
Uploaded by Julie Troutt on Aug 19, 2024 at 3:41 PM

Title Commitment.pdf
Title Commitment.pdf
Uploaded by Julie Troutt on Aug 19, 2024 at 3:41 PM

Preliminary Orange St MINOR SUB-24x36.pdf
Preliminary Orange St MINOR SUB-24x36.pdf
Uploaded by Julie Troutt on Aug 19, 2024 at 3:43 PM

History

Date	Activity
8/19/2024, 3:57:44 PM	Cindy Capritta altered approval step Fee Review, changed sequence from "1" to "0" on Record PZ-24-51
8/19/2024, 3:57:44 PM	Cindy Capritta assigned approval step Fee Review to Cindy Capritta on Record PZ-24-51
8/19/2024, 3:44:48 PM	Julie Troutt added a guest: gabbyaztec2099@yahoo.com to Record PZ-24-51
8/19/2024, 3:44:32 PM	approval step Fee Review was assigned to Planning Front Counter on Record PZ-24-51
8/19/2024, 3:44:32 PM	Julie Troutt submitted Record PZ-24-51
8/19/2024, 3:28:55 PM	Julie Troutt altered Record PZ-24-51, changed ownerEmail from "" to "gabbyaztec2099@yahoo.com"
8/19/2024, 3:28:55 PM	Julie Troutt altered Record PZ-24-51, changed ownerPhoneNo from "" to "719-252-9654"
7/30/2024, 3:59:38 PM	Julie Troutt started a draft of Record PZ-24-51

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
✔ Fee Review	8/19/2024, 3:44:32 PM	-	Cindy Capritta	-	Active
$ Application Fee	-	-	Julie Troutt	-	Inactive
✔ Land Use Tech Review	-	-	-	-	Inactive
✔ Case Assignment	-	-	-	-	Inactive
✔ Hearing Fee Review	-	-	-	-	Inactive
$ Hearing Fee	-	-	Julie Troutt	-	Inactive

Label	Activated	Completed	Assignee	Due Date	Status
✔ City Council Updates	-	-	-	-	Inactive

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: Juan Ignacio Muniz & Maria De JesusMuniz		Name:	
Company		Company:	
Address: 4321 St. Clair Ave.	Zip: 81005	Address:	Zip:
Phone: (719) 542-9169		Phone: ( )	
Email: gabbyaztec2099@yahoo.com		Email:	
Engineer		**Surveyor**	
Name:		Name: Julie Troutt	
Company:		Company: Colorado Land Surveyors Inc.	
Address:	Zip:	Address: 184 S. Tiffany Dr., Unit 106	Zip: 81007
Phone: ( )		Phone: (719)542-9169	
Email:		Email: socolandsurvey@ gmail.com	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: NE corner of Orange st. and Sage St.
(address or general description)

Parcel No(s): 1504102027

Existing Zone: R3 | Proposed Zone (if applicable):

PUD Name (if applicable):

Project Scope

Project Name: Sunny Heights Subdivision

- ☐ 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: 3 Total acres: 0.77
- ☐ 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:
The Owner is proposing to make their one lot into 3 (0.26 acre) lots.

What is the total acreage included in the project? 0.77 Acres

What is the proposed use of the property?

❑ Commercial ☒ Multi-family ❑ Residential ❑ Industrial ❑ Other

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

If yes, please list:

Attachments

Attachment Checklist

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

- ❑ A. 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

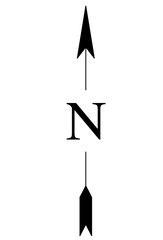
Property Owner		
Print Name:		
Signature:		Date:
Applicant, if different from Property Owner		
Print Name:		
Signature:		Date:

Office Use Only

Zoning Compliance (Completed by City Staff)		
Application checked for completeness by:	Date:	Fee Paid:

Muniz Sunny Heights Subdivision

A Replat of Lot 6, WDB Land Co. Subdivision No. 1, In the Northeast Quarter of Section 4, Township 20 South, Range 65 West of the 6th P.M. Pueblo County, Colorado



FOUND MONUMENT AS DESCRIBED

SET NO. 4 REBAR W/PLASTIC CAP #38529

BOUNDARY LINE

NEW LOT LINE

Notice:
According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten (10) years from the date of certification shown hereon.

According to Federal Emergency Management Agency Flood Insurance Rate Map (FIRM) Community No. 08577, Panel 0493 D, Map No. 08101C0493D, Effective Date August 15, 2019, this property lays entirely within Zone X and is not a designated floodplain.

Title work provided by Land Title Guarantee Company, File No. PB35067670 bearing an effective date of July 3, 2024.

Basis of Bearings: The easterly line of subject property bears S02°23'27"W being a grid bearing of the Colorado State Plane Coordinate System and is monumented at the north end by a No. 4 rebar w/red plastic cap #22101 and at the southerly end by a No. 4 rebar with yellow plastic cap #30107 and .

Distances shown hereon are ground distances of the Colorado State Plane Coordinate System, South Zone, NAD83 US Ft. and utilize a combination scale factor of 1.0002550900.

PURPOSE:
The purpose of this plat is to plat Lot 6, Block 2, WDB Land Company Subdivision No. 1, County of Pueblo, State of Colorado, into 3 smaller, buildable lots.

SURVEYOR'S CERTIFICATE

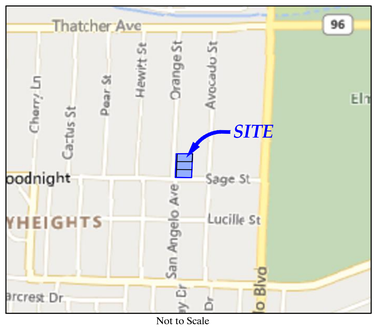
I, Julie N. Troutt, a professional land surveyor licensed to practice land surveying in the State of Colorado, do hereby certify that the survey of Muniz Sunny Heights Subdivision was made by me or directly under my supervision and checking and that the accompanying map complies with all applicable rules, regulations, and laws of the State of Colorado.

I attest the above on this _____ day of _____, 2025.

_____
Julie N. Troutt ~ Professional Land Surveyor #38529

COLORADO LICENSED
JULIE N. TROUTT
38529
PROFESSIONAL LAND SURVEYOR

VICINITY MAP



Not to Scale



KNOW ALL MEN BY THESE PRESENTS: that Juan Ignacio Muniz and Maria De Jesus Muniz are the sole owners of the following described land:

TO WIT: Lot 6, Block 2, WDB Land Company Subdivision No. 1, according to the recorded plat thereof, Pueblo County Colorado.

Containing 0.77 Acres.

HAVE CAUSED the foregoing described property to be surveyed, platted, and re-subdivided into lots under the name of Muniz Sunny Heights Subdivision, and do hereby dedicate and set apart all of the roads as shown hereon to the use of the public for perpetual use, and do hereby dedicate those portions of said real property which are indicated as easements on the accompanying plat, for the purpose shown hereon, and do hereby grant the right to install and maintain necessary structures to the entity responsible for providing the services for which the easements are established.

IN WITNESS WHEREOF:

Juan Ignacio Muniz and Maria De Jesus Muniz have caused their names to be hereunto subscribed, this _____day of _____ , 2025.

WITNESS our hands and official seal

By _____
Juan Ignacio Muniz ~ Owner

By _____
Maria De Jesus Muniz ~ Owner

Subscribed and sworn to before me this _____ day of _____, 2025, by Juan Ignacio Muniz and Maria De Jesus Muniz.

Witness my hand and official seal.

_____
Notary Public

My Commission expires:_____

IMPROVEMENT CERTIFICATION:

This is to certify that the Subdivider has complied with Alternate No. _____ 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

APPROVAL FOR RECORDING

Approved by City Council of Pueblo, Colorado by Ordinance No. _____.

This is to certify that the plat of Muniz Sunny Heights Subdivision has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

_____ _____
Date City Clerk

NOTICE PERTAINING TO ACCEPTANCE OF PUBLIC FACILITIES:

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, parks and other public improvements meet the requirements, standards, and specifications of the City, its subdivision ordinance, and where appropriate, its Parks 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, park 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 any private roads, easements, or facilities that may be dedicated hereon, nor shall the City be obligated to maintain, construct, or repair such private roads, easements, and facilities.

Colorado Land Surveyors, Inc.
184 S. Tiffany Dr., Ste. 106
Pueblo West, CO 81007
719-542-9169

D:\Civil 3D Projects\Surveys\2024\S24-53 Orange St\S24-53 MUNIZ SUB.dwg

Muniz Sunny Heights Subdivision

A Replat of Lot 6, WDB Land Co. Subdivision No. 1, In the Northeast Quarter of Section 4, Township 20 South, Range 65 West of the 6th P.M. Pueblo County, Colorado

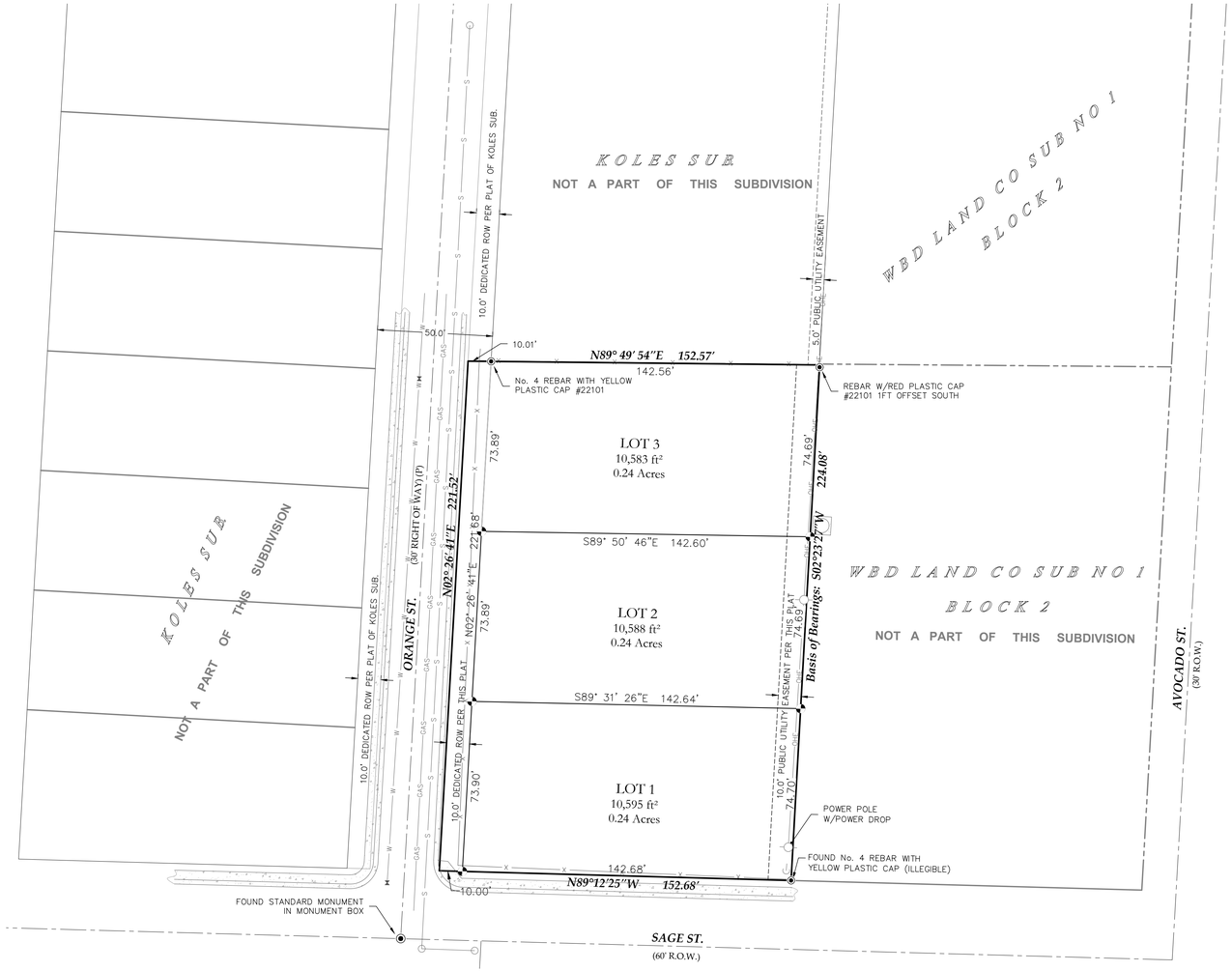
S U P P L E M E N T A L

N

SCALE: 1"=30'

0' 15' 30' 60'

- *FOUND MONUMENT AS DESCRIBED*
- *SET NO. 4 REBAR W/PLASTIC CAP #38529*
- *EXIST. POWER POLE*
- *EXIST. GUY WIRE*
- *EXIST WATER VALVE*
- *BOUNDARY LINE*
- *NEW LOT LINE*
- *SANITARY SEWER*
- *GAS LINE*
- *WATER LINE*



KNOW ALL MEN BY THESE PRESENTS: that Juan Ignacio Muniz and Maria De Jesus Muniz are the sole owners of the following described land:

TO WIT: Lot 6, Block 2, WDB Land Company Subdivision No. 1, according to the recorded plat thereof, Pueblo County Colorado.

Containing 0.77 Acres.

HAVE CAUSED the foregoing described property to be surveyed, platted, and re-subdivided into lots under the name of Muniz Sunny Heights Subdivision, and do hereby dedicate and set apart all of the roads as shown hereon to the use of the public for perpetual use, and do hereby dedicate those portions of said real property which are indicated as easements on the accompanying plat, for the purpose shown hereon, and do hereby grant the right to install and maintain necessary structures to the entity responsible for providing the services for which the easements are established.

IN WITNESS WHEREOF:

Juan Ignacio Muniz and Maria De Jesus Muniz have caused their names to be hereunto subscribed, this _____day of _____, 2025.

WITNESS our hands and official seal

By _____
Juan Ignacio Muniz ~ Owner

By _____
Maria De Jesus Muniz ~ Owner

Subscribed and sworn to before me this _____ day of _____, 2025, by Juan Ignacio Muniz and Maria De Jesus Muniz.

Witness my hand and official seal.

_____
Notary Public

My Commission expires:_____

IMPROVEMENT CERTIFICATION:

This is to certify that the Subdivider has complied with Alternate No. _____ 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

APPROVAL FOR RECORDING

Approved by City Council of Pueblo, Colorado by Ordinance No. _____.

This is to certify that the plat of Muniz Sunny Heights Subdivision has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

_____ _____
Date City Clerk

NOTICE PERTAINING TO ACCEPTANCE OF PUBLIC FACILITIES:

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, parks and other public improvements meet the requirements, standards, and specifications of the City, its subdivision ordinance, and where appropriate, its Parks 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, park 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 any private roads, easements, or facilities that may be dedicated hereon, nor shall the City be obligated to maintain, construct, or repair such private roads, easements, and facilities.

Notice:
According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten (10) years from the date of certification shown hereon.

According to Federal Emergency Management Agency Flood Insurance Rate Map (FIRM) Community No. 08577, Panel 0493 D, Map No. 08101C0493D, Effective Date August 15, 2019, this property lays entirely within Zone X and is not a designated floodplain.

Title work provided by Land Title Guarantee Company, File No. PB35067670 bearing an effective date of July 3, 2024.

Basis of Bearings: The easterly line of subject property bears S02°23'27"W being a grid bearing of the Colorado State Plane Coordinate System and is monumented at the north end by a No. 4 rebar w/red plastic cap #22101 and at the southerly end by a No. 4 rebar with yellow plastic cap #30107 and .

Distances shown hereon are ground distances of the Colorado State Plane Coordinate System, South Zone, NAD83 US Ft. and utilize a combination scale factor of 1.0002550900.

PURPOSE:
The purpose of this plat is to plat Lot 6, Block 2, WDB Land Company Subdivision No. 1, County of Pueblo, State of Colorado, into 3 smaller, buildable lots.

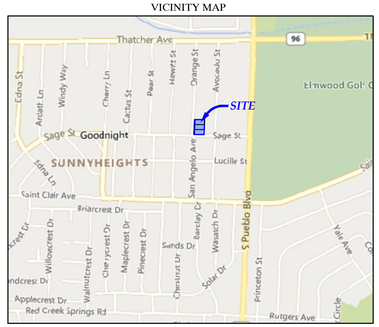
SURVEYOR'S CERTIFICATE

I, Julie N. Troutt, a professional land surveyor licensed to practice land surveying in the State of Colorado, do hereby certify that the survey of Muniz Sunny Heights Subdivision was made by me or directly under my supervision and checking and that the accompanying map complies with all applicable rules, regulations, and laws of the State of Colorado.

I attest the above on this _____ day of _____, 2025.

_____
Julie N. Troutt ~ Professional Land Surveyor #38529

VICINITY MAP



Not to Scale

Colorado Land Surveyors, Inc.
184 S. Tiffany Dr., Ste. 106
Pueblo West, CO 81007
719-542-9169

D:\Civil 3D Projects\Surveys\2024\324-53 Orange St\324-53 MUNIZ SUB.dwg

November 12, 2025

The City Planning and Zoning Commission will hold a public hearing on requests from Julie Trout of Colorado Land Surveyors Inc. for the approval of the following applications:

S-24-09 Muniz Sunny Heights Subdivision: a re-subdivision of approx. .77 acres of lot 6 of the WDB Land CO No 1. Subdivision into three lots located to the northeast of the intersection of Orange Street. and Sage Street.

The Planning and Zoning Commission meeting will be held on **November 12, 2025, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. If you cannot attend in-person, written testimony can be accepted up to 48 hours before the hearing date. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions**.

Beritt Odom, Director of Planning & Community Development
By Wade Broadhead, Sr. Planner
(719) 553-2280

November 12, 2025

The City Planning and Zoning Commission will hold a public hearing on requests from Julie Trout of Colorado Land Surveyors Inc. for the approval of the following applications:

S-24-09 Muniz Sunny Heights Subdivision: a re-subdivision of approx. .77 acres of lot 6 of the WDB Land CO No 1. Subdivision into three lots located to the northeast of the intersection of Orange Street. and Sage Street.

The Planning and Zoning Commission meeting will be held on **November 12, 2025, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. If you cannot attend in-person, written testimony can be accepted up to 48 hours before the hearing date. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions**.

Beritt Odom, Director of Planning & Community Development
By Wade Broadhead, Sr. Planner
(719) 553-2280

November 12, 2025

The City Planning and Zoning Commission will hold a public hearing on requests from Julie Trout of Colorado Land Surveyors Inc. for the approval of the following applications:

S-24-09 Muniz Sunny Heights Subdivision: a re-subdivision of approx. .77 acres of lot 6 of the WDB Land CO No 1. Subdivision into three lots located to the northeast of the intersection of Orange Street. and Sage Street.

The Planning and Zoning Commission meeting will be held on **November 12, 2025, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. If you cannot attend in-person, written testimony can be accepted up to 48 hours before the hearing date. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions**.

Beritt Odom, Director of Planning & Community Development
By Wade Broadhead, Sr. Planner
(719) 553-2280

November 12, 2025

The City Planning and Zoning Commission will hold a public hearing on requests from Julie Trout of Colorado Land Surveyors Inc. for the approval of the following applications:

S-24-09 Muniz Sunny Heights Subdivision: a re-subdivision of approx. .77 acres of lot 6 of the WDB Land CO No 1. Subdivision into three lots located to the northeast of the intersection of Orange Street. and Sage Street.

The Planning and Zoning Commission meeting will be held on **November 12, 2025, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. If you cannot attend in-person, written testimony can be accepted up to 48 hours before the hearing date. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions**.

Beritt Odom, Director of Planning & Community Development
By Wade Broadhead, Sr. Planner
(719) 553-2280

CASE NUMBER S-24-09

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 Munis Sunny Heights Subdivision 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.

10-27-25 Mailed by Carol
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

Owner	OwnerStree	OwnerCity	Owne	OwnerZip
CASTILLO ERNESTINA	1011 E ASH ST	PUEBLO	CO	81001-4307
TOFFT SHERRI LYNN	208 MORNINGSIDE DF	COLORADO SPI	CO	80911-1722
MANJARREZ SERAFIN + BACA MANJARREZ CYNTH	227 W RIVERWALK	PUEBLO	CO	81003-3248
LOPEZ FRANCISCO ADRIAN	23520 HILLSIDE RD	PUEBLO	CO	81006
MUNIZ JUAN IGNACIO/DE JESUS MUNIZ MARIA	4321 SAINT CLAIR AVE	PUEBLO	CO	81005-1451
GALLEGOS INVESTMENT PROPERTIES LLC	448 S MCCULLOCH BL	PUEBLO WEST	CO	81007-2888
NELMS WILLIAM D/NELMS ERIKA E	5101 PORTHOS CT	PUEBLO	CO	81005-1474
DUNTON FAMILY LLLP	5111 ALMONDCREST I	PUEBLO	CO	81005-3395
DEHERRERA JERALDINE	561 AVOCADO ST	PUEBLO	CO	81005-1514
DAVIDSON JOHN M	561 ORANGE ST	PUEBLO	CO	81005-1528
ATENCIO OLIVAS BESSIE/SOTO JACOB M SR	601 AVOCADO ST	PUEBLO	CO	81005-1516
CARROLL DICKIE LEE	602 SAN ANGELO AVE	PUEBLO	CO	81005-1544
ARCHULETA LIZA	602 ORANGE ST	PUEBLO	CO	81005
RAMSEY MICHAEL R	603 ORANGE ST	PUEBLO	CO	81005-1530
PARKER EDWARD A	604 AVOCADO ST	PUEBLO	CO	81005-1517
GORDILLO GONZALO ZAVALA / ROMERO ELENA	606 ORANGE ST	PUEBLO	CO	81005
LOPEZ GILBERT	607 SAN ANGELO AVE	PUEBLO	CO	81005-1543
VELARDE RODNEY C	607 AVOCADO ST	PUEBLO	CO	81005-1516
MARTINEZ ROBERT ADRIAN	608 HEWITT ST	PUEBLO	CO	81005-1525
ARCHULETA RICHARD JAMES	610 ORANGE ST	PUEBLO	CO	81005-1500
MEDRANO JOSEPH M/MEDRANO JANICE M	611 ORANGE ST	PUEBLO	CO	81005-1530
LUNDAHL L JAY/LUNDAHL SANDY L	612 HEWITT ST	PUEBLO	CO	81005-1525
APODACA MONIQUE VIRGINIA	614 ORANGE ST	PUEBLO	CO	81005
HUNDLEY MARCUS	618 AVOCADO ST	PUEBLO	CO	81005-1517
HELVEY KAYLA / HELVEY ROBERT	618 ORANGE ST	PUEBLO	CO	81005-1500
CLINE DOYLE W	624 AVOCADO ST	PUEBLO	CO	81005-1517
CABRERA SANTANA YURI	624 HEWITT ST	PUEBLO	CO	81005-1525
VELASQUEZ SAMUEL	625 ORANGE ST	PUEBLO	CO	81005-1530
ALLEN EUGEN	628 AVOCADO ST	PUEBLO	CO	81005-1517
JACOBI ANDREW	630 HEWITT ST	PUEBLO	CO	81005-1525
STECKMAN RODNEY S/STECKMAN OTTO D/STECK	6330 3R RD	BEULAH	CO	81023-8705
REGALADO JOSEPHINE T/REGALADO MARTIN J/	634 AVOCADO ST	PUEBLO	CO	81005-1517
CONTE RALPH C/CONTE SUSAN M	636 HEWITT ST	PUEBLO	CO	81005-1525
RAGULSKY LINDA	637 ORANGE ST	PUEBLO	CO	81005-1530
ATWOOD COLLEEN M	640 HEWITT ST	PUEBLO	CO	81005-1525
KING BENNY	641 ORANGE ST	PUEBLO	CO	81005-1530
GIANNETTO PHIL S	68 CORNELL CIR	PUEBLO	CO	81005-1642
BAROS ANTHONY L/BAROS JOYCE C	703 AVOCADO ST	PUEBLO	CO	81005-1518
LANIER LANE	704 AVOCADO ST	PUEBLO	CO	81005-1519
MARTINEZ RACHEL ANITA	709 AVOCADO ST	PUEBLO	CO	81005-1518
WALLINGFORD ELSIE	715 AVOCADO ST	PUEBLO	CO	81005-1518
FANCHER SYLVIA M	722 AVOCADO ST	PUEBLO	CO	81005-1519
ROMERO EDWARD E/ROMERO DIANA M	725 AVOCADO ST	PUEBLO	CO	81005-1518
MC DOWELL TIMOTHY J /ANDERSON CARRIE J	PO BOX 1639	FRISCO	CO	80443-1639
KING LEWIS M JR	PO BOX 443	EAGLE NEST	NM	87718-0443

Docusign Envelope ID: BC322AD0-47A2-4DAA-8AC3-82977A3D6835

City Clerk's Office Item # S1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE OPERATING AGREEMENT FEDERAL TRANSIT ADMINISTRATION CO-2025-020-00 OF FY2024 SECTION 5307 OPERATING GRANT, RELATING AWARD NO. CO-2025-020-00, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, IN THE AMOUNT OF $3,181,584

SUMMARY:

Attached is a Grant Agreement between the City of Pueblo, a Colorado Municipal Corporation and the United States of America for FY 2024 Transit Operating expenditures.

PREVIOUS COUNCIL ACTION:

Council has previously approved the FY 2020 & 2023 Operating Grant between the City of Pueblo and the Federal Transit Administration to subsidize the City's mass transit system.

BACKGROUND:

Pursuant to Federal Transit Administration Award No. # CO-2025-020-00, the City has been awarded $3,181,584 FY 2024 5307 funding. These funds are intended to subsidize Pueblo Transit's additional operating expenditures incurred in FY 2024/2025.

FINANCIAL IMPLICATIONS:

The anticipated total project cost is $5,635,131.00. The Federal share is $3,181,584 and the required local match is $2,453,547.

Docusign Envelope ID: BC322AD0-47A2-4DAA-8AC3-82977A3D6835

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The alternative, should this Ordinance not pass, is for the City of Pueblo to provide all funding necessary to cover expenditures incurred in FY 2024/2025.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Grant Award Letter - FTA CO-2025-020-00

Docusign Envelope ID: BC322AD0-47A2-4DAA-8AC3-82977A3D6835

ORDINANCE NO. 11096

ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE OPERATING AGREEMENT FEDERAL TRANSIT ADMINISTRATION CO-2025-020-00 OF FY2024 SECTION 5307 OPERATING GRANT, RELATING AWARD NO. CO-2025-020-00, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, IN THE AMOUNT OF $3,181,584

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

SECTION 1.

The Operating Grant Agreement, CO-2025-020-00, dated January 1, 2025, relating to Award No. CO-2025-020-00, between the City of Pueblo, a Colorado Municipal Corporation and the United States of America, Department of Transportation, Federal Transit Administration, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Grant Agreement on behalf of the City of Pueblo. The City Clerk shall affix the Seal of the City to the Grant Agreement and attest the same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 22, 2025.

Final adoption of Ordinance by City Council on January 12, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: BC322AD0-47A2-4DAA-8AC3-82977A3D6835

Action by the Mayor:

☒ Approved on 01/13/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
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

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-33)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(33), http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION

Recipient ID: 1140

UEI: NJK3BNUDRHJ7

DUNS: 010620284

Award Information

Federal Award Identification Number (FAIN): CO-2025-020

Award with Amendment Number: CO-2025-020-00

Award Name: FY 2024 5307 Small Urban - Operating, Preventive Maintenance & ADA Paratransit

Award Start Date: 7/24/2025

Original Award End Date: 3/31/2026

Current Award End Date: 3/31/2026

Award Executive Summary: The City of Pueblo, CO applies FY 2024 Section 5307 Small Urban formula funds in the amount of $3,181,584 (full apportionment) federal, to fund fixed route and paratransit operations, 1% for security, and preventive maintenance for vehicles and facilities. The local match share will be provided by the City of Pueblo general fund.

Program Requirements:
1) This application includes the requirement for 1% of the apportionment to be used for security ($31,816) for the Pueblo Small UZA in the Operating Assistance Activity.
2) This application utilizes 20% of the FY 2024 apportionment towards ADA Paratransit Operating expenses using a capital cost share.

Pre-award authority will be utilized starting January 1, 2025. Actual pre-award expenditures and obligations will be reported in the initial FFR.

The following documents are attached to this application:
- STIP project listing & approval letter, and
- Program of Projects

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: $5,635,131.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $3,181,584.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $2,453,547.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $3,181,584.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $2,453,547.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$3,181,584
Local			$2,453,547
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$5,635,131**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concurs - Certified
DOL Review Date: 6/12/2025
DOL Certification Date: 6/12/2025

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
David Beckhouse
Deputy Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: david.beckhouse@dot.gov
Award Date: 7/24/2025

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:
(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,
    (d) Covenants, and
    (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Benjamin Valdez
Maintenance/Facilities Supervisor
CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION
8/21/2025

Docusign Envelope ID: DAEE1B05-4825-49ED-A99F-D32ED718D083

City Clerk's Office Item # S2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT RELATING TO ART INSTALLATIONS ON CITY OF PUEBLO BUS STOPS AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves an MOU with the Pueblo Department of Public Health and Environment for Bus Stop Art Installation

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The Pueblo Department of Public Health and Environment (PDPHE) secured funds through the Arts in Society program. PDPHE, in collaboration with the City of Pueblo's transit and public works departments, is launching an initiative to beautify four bus stops near youth-friendly, prosocial spaces in different neighborhoods.

FINANCIAL IMPLICATIONS:

This agreement will have no financial effects on the City.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

Docusign Envelope ID: DAEE1B05-4825-49ED-A99F-D32ED718D083

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

Should this Ordinance not pass Pueblo Department of Public Health and Environment would not be able to execute this project and spend there grant funding as prescribed.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. bus stop MOU_Clean 11-19-25 (002)

Docusign Envelope ID: DAEE1B05-4825-49ED-A99F-D32ED718D083

ORDINANCE NO. 11097

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT RELATING TO ART INSTALLATIONS ON CITY OF PUEBLO BUS STOPS AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Memorandum of Understanding ("Agreement") between Pueblo, a Colorado Municipal Corporation, and Pueblo Department of Public Health and Environment, attached hereto, having been approved as to form by the City Attorney, is hereby approved

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 22, 2025.

Final adoption of Ordinance by City Council on January 12, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☐ Approved on 01/13/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
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

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

Pueblo Department of Public Health & Environment

Memorandum of Understanding for Art Instillations on City of Pueblo Bus Stops

Parties:

This agreement ("Agreement") is made and entered into and effective as of _____, 2025 ("Effective Date"), by and between Pueblo Transit, a Colorado Non-Profit Corporation ("Transit") and the Pueblo Department of Public Health and Environment, a joint entity of the City of Pueblo, a Colorado Municipal Corporation ("City") and the County of Pueblo ("PDPHE"). Transit and PDPHE may each be referred to herein individually as "Party" or collectively as the "Parties".

Purpose*:*

Many people in Pueblo rely on buses to access resources, however studies show significant stigma toward this system. To address this stigma, the Pueblo Department of Public Health and Environment (PDPHE) secured funds through the Arts in Society program. PDPHE, in collaboration with the City of Pueblo's transit and public works departments, is launching an initiative to beautify four bus stops near youth-friendly, prosocial spaces in different neighborhoods. The project aims to increase youth transit ridership, community pride and connection, while decreasing stigma by creating safe, welcoming environments for teens and community members while revitalizing underserved neighborhoods. Each stop will feature artwork reflecting local voices as a means to foster community pride and ownership. The project will start in June 2025 and wrap up by April 30, 2027. Included for reference is a map of the four bus stop locations included in this project.

PDPHE responsibilities:

There will be a set standard amount of funding available for each bus stop and each artist, which will be communicated in a Request for Proposal (RFP) published by PDPHE. After artists apply, PDPHE will convene two review panels. The first review will come from the Mayor of Pueblo and the City's Public Information Officer, the Public Health Director and the Director of Community Engagement, Prevention and Response. This review will eliminate any artwork that would be unacceptable. Next, a review panel comprised of various local youth advisors, City representatives, PDPHE staff, and Communities That Care coalition members will be gathered. This panel will review each artist's application and select the individuals who will move forward to beautify the bus stops. The RFP and review criteria will be created and implemented in collaboration between PDPHE and City staff to ensure the guidelines and requirements are well thought out, clear, and transparent. Example criteria include but are not limited to accessibility of color gradients and lettering, tamper-proof paint selections, size, sustainability, cost, accessibility, community engagement, and design clarity. Artwork must not contain logos or any copywrite or trademarked material. A key factor in selection will be the artist's plan for involving local residents' feedback in the creative process and meeting the project's goals. PDPHE and the City of Pueblo must give final approval of the art prior to instillation.

Once awarded, artists will work with the review panel to ensure the project stays on track. The panel will meet with the artists at least three times during the project. After installation, the panel will visit the sites to assess impact.

Project outcomes will be shared with the City of Pueblo, the CTC coalition, contracted artists, Arts in Society, and various other communication avenues such as social media.

PDPHE will require contracted artists to follow all stipulations in the services agreement between PDPHE and the artists including timelines and special requirements. Artists will be supported to engage with neighborhood residents to ensure designs reflect the neighborhood's identity and/or history. This approach is vital, as art created by local artists is more likely to be respected and less prone to vandalism. Pursuant to agreement with PDPHE artists will be paid to cover materials, fees and compensation. The artist must complete the project within the given timeline and participate in check-ins with PDPHE and the review panel to ensure project timelines are met. Artists will be required to adhere to the guidelines including, but not limited to, inclusion of a space for a QR code for riders to scan, materials used, not interfering with the American with Disabilities Act ("ADA") accommodations at a stop, what surfaces may be covered and by what materials, and not using copyrighted or trademarked materials in the artwork. Artists will sign an agreement that they understand the ownership of the works created will transferred as delineated in this Agreement. Artists will be required to provide PDPHE a final mock-up of the art prior to final approval before any installation occurs. Artists will be required to agree to comply with all laws and regulations while installing and working on bus stops.

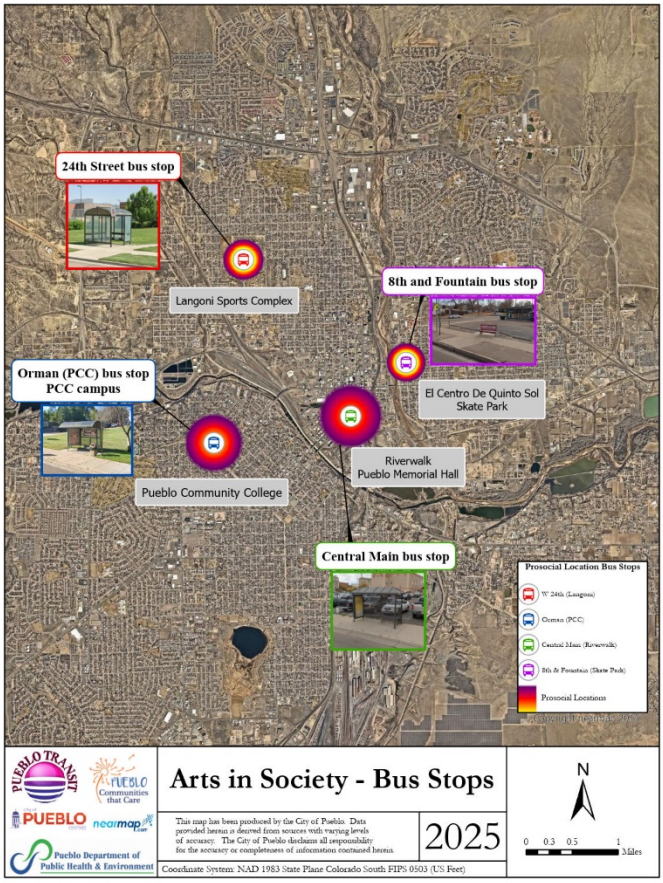
Contracted artists shall, at all times during the term of this Agreement, be deemed an independent contractor and not an employee of PDPHE or Transit.

City of Pueblo Responsibilities

Staff members from Pueblo public works and transportation departments will participate in development of the RFP to select artists and review proposals. Their participation will ensure any City requirements for the artists are included in the RFP and agreements between PDPHE and the selected artists. Once the artist is selected, Pueblo City agrees to give final approval of the art plan and allow artists to install the pieces or assist with installation as necessary after approval is given. City will be responsible for maintenance of the art or removal of art once unable to be maintained. City agrees to maintain the artwork for a minimum of two (2) years barring force majeure.

City can terminate the artist's permission to access the property at any time if any of the agreed upon requirements are not met, the Artist is breaking any laws or ordinances or otherwise causing a disruption. City agrees to notify PDPHE and the artist of this termination. PDPHE will then terminate the agreement with the artist as necessary.

Bus stop usage will be tracked by transportation and shared with PDPHE before and after installation to evaluate success in improving public transit experiences. Transit will share data with PDPHE quarterly from October 2025 through December 2027.



Contact Information: Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

PDPHE contacts:

Jessica Apodaca, Program Manager
Apodacaj@pueblocounty.us
719-664-0747

City of Pueblo contacts:

Public Works

Andrew Hayes, Transit Board President
211 E. D Street
Pueblo, CO 81003
719-553-2267
ahayes@pueblo.us

Transit

Benjamin Valdez, Director Pueblo Transit
350 Alan Hamel Ave.
Pueblo, CO 81003
719-553-2706

bvaldez@pueblo.us

With a copy of any notice to:

City Attorney
One City Hall Place, Third Floor
Pueblo, CO 81003

Authority:

This Agreement is entered into by and between the Parties in exercise of the authority set forth in the provisions herein.

Term:

The term of this Agreement shall begin on November 1, 2025 and terminate on December 31, 2027.

Ownership of Works Created:

Assignment of Copyright. The Artists will be required to sign an agreement that assigns, transfers, and conveys to the City all right, title and interest in and to the Artwork together with the copyright therein and the right to secure copyright registration therefore, in accordance with Sections 101, 204, and 205 of Title 17 of the United States Code, the Copyright Law of the United States. This assignment, transfer and conveyance includes, without limitation, any and all features, sections, and components of the Artwork, any and all works derived therefrom, the United States and worldwide copyrights therein, and any renewals or extensions thereof, and any and all other rights that the Artist now has or to which the Artist may become entitled under existing or subsequently enacted federal, state, or foreign laws, including, but not limited to the following rights: to reproduce, publish, and display the Artwork publicly, to prepare derivative works of and from the Artwork, to combine the Artwork with other materials, and to otherwise exploit and control the use of the Artwork.

All parties agree that the artwork will be available for use by PDPHE and Arts in Society in written reports, PDPHE website pages and on social medial platforms. Additionally, parties to this agreement may need to share the images, plans, imagery, etc. as required by the reporting requirements of the Parties and any funding for this project. Artist agreements will include the requirements listed herein.

Rights under the Visual Artists' Rights Act. To the extent the uses or removal of the Project under this Agreement affect any rights Artist may have under the provisions of federal or state law, including the 1990 Visual Artists' Rights Act, the Artist hereby knowingly waives any rights of preservation of the Artwork provided by those laws.

Termination and Suspension:

This Agreement may be terminated without cause by either Party at any time upon thirty (30) days prior written notice to the other Party. When required by law, this Agreement may be immediately suspended by either Party upon notice to the other Party; any such suspension shall not extend the term of this Agreement.

Force Majeure:

Neither Party shall be liable or responsible to the other party for any delay, loss, damage, failure or inability to perform under this Agreement due to an Event of Force Majeure, provided that the party claiming failure or inability to perform provides written notice to the other party within thirty (30) days of the date on which such party gains actual knowledge of such Event of Force Majeure. In the event of damage or destruction to a material portion of the bus stops or artwork ("Facility" or collectively "Facilities") by reason of fire, storm or other casualty loss that renders the facility (or a material portion thereof) untenantable, City shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the facility (or a material portion thereof) untenantable for a period estimated by an engineer or architect selected by City, of at least ninety (90) days from the date of such fire, storm or other casualty loss, either party may terminate this Agreement without any liability, upon written notice to the other.

Entire Agreement:

This Agreement represents the entire and integrated agreement between Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter of this Agreement. The Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived or amended, except by written instrument signed by the duly authorized representatives of Parties.

Severability: Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforced as written to the full extent permitted by law.

Representation of Authority:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this Agreement.

Assignment: This Agreement shall not be assigned by PDPHE without the prior written consent of the City, which consent may be granted, denied, or conditioned in City's sole and absolute discretion.

Subject to Law:

This Agreement is expressly made subject to the limitations of the Colorado Constitution.
Nothing in this Agreement is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred upon the City of Pueblo, a municipal corporation under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.
Nothing in this Agreement is intended to, or shall be deemed to constitute, a partnership or joint venture between the Parties, or to create any agency or partner relationship between the Parties. Neither Party shall hold itself out as a partner, joint venture, agent, or representative of the other under this Agreement.
PDPHE agrees to conform to all City policies, ordinances, and state and federal laws.
This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same

agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

IN WITNESS WHEREOF, City, Transit and PDPHE have executed this Agreement as of the Effective Date.

Docusign Envelope ID: 79BFBD73-DAF8-4A0B-B585-25FF9B268F6D

City Clerk's Office Item # S3

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL HIGHWAY ADMINISTRATION IN THE AMOUNT OF $959,559, TRANSFERRING $230,069.02 FROM HUAN01 TO PL2403, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $1,189,628.02 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves an Intergovernmental Agreement ("IGA") between Pueblo, a Colorado Municipal Corporation ("City") and the Federal Highway Administration ("FHWA") relating to the 2024 Safe Streets 4 All Planning Grant in the amount of $959,559.00, transfers funds in the amount of $230,069.02 for the remainder of the required 20% match, and budgets and appropriates funds totaling $1,189,628.02 for the Project.

PREVIOUS COUNCIL ACTION:

Resolution 15859, dated December 23, 2024, established Project No. PL2403, Supplemental Planning and Demonstration in advance of the Pueblo Supplemental Planning and Demonstration SS4A Grant, transferred funds in the amount of $9,829.80 from the Wages/Police Service salary savings account for the future purchase of the Light Detection and Ranging (LiDar) technology.

BACKGROUND:

This Ordinance approves the grant agreement between the City and FHWA.

The City submitted a Federal Highway Administration (FHWA) grant for $959,559.00 to conduct supplemental planning as well as carry out demonstration activities. The supplemental planning portion of the grant includes revisions to the City of Pueblo *Roadway Classification Design Standards and Policies*, as well as providing

Docusign Envelope ID: 79BFBD73-DAF8-4A0B-B585-25FF9B268F6D

expanded data collection, safety analysis and evaluation of the Northern Avenue corridor. The demonstration portion of the grant includes construction on North Elizabeth Street, as well as purchase of camera hardware and software, counting hardware and software, Light Detection And Randing (LIDAR) technology, and installation of yellow retroreflective on traffic signal backing plates.

A portion of the grant match was supplied by the Police Department for the LIDAR technology purchase, and has already been transferred to the Project Account.

FINANCIAL IMPLICATIONS:

The remaining matching funds in the amount of $230,069.02 are being transferred from Project HUAN01 to PL2403, Supplemental Planning and Demonstration.

Funds in the amount of $1,189,628.02 shall be budgeted and appropriated for Project No. PL2403.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the improvements without the funding from the 2024 SS4A Planning Grant funds.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. City of Pueblo FY24 SS4A Grant Agreement Draft
2. SS4A FY24 Terms and Conditions_3172025
3. SS4A FY24 Exhibits_3172025
4. GRANT CERTIFICATION

Docusign Envelope ID: 79BFBD73-DAF8-4A0B-B585-25FF9B268F6D

ORDINANCE NO. 11098

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL HIGHWAY ADMINISTRATION IN THE AMOUNT OF $959,559, TRANSFERRING $230,069.02 FROM HUAN01 TO PL2403, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $1,189,628.02 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Intergovernmental Agreement ("IGA") between the City of Pueblo, a Colorado Municipal Corporation, and the Federal Highway Administration (FHWA), Supplemental Planning & Demonstration (SS4A), a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Funds in the amount of $230,069.02 are hereby transferred from Project HUAN01 to Project PL2403, Supplemental Planning and Demonstration Project and budgeted and appropriated for the Supplemental Planning and Demonstration project.

SECTION 3.

Subject to encumbrances by the Federal Highway Administration (FHWA), and funds from the 2024 Safe Streets for All - SS4A Program in the amount of $959,559.00 are hereby budgeted and appropriated for the Supplemental Planning and Demonstration Project, PL2403.

SECTION 4.

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

SECTION 5.

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

Docusign Envelope ID: 79BFBD73-DAF8-4A0B-B585-25FF9B268F6D

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 22, 2025.

Final adoption of Ordinance by City Council on January 12, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☐ Approved on 01/13/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
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

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

U.S. DEPARTMENT OF TRANSPORTATION

GENERAL TERMS AND CONDITIONS UNDER THE FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL ("SS4A") GRANT PROGRAM: FHWA PROJECTS

Date: June 13, 2024
Revised: October 1, 2024
Revised: March 17, 2025

Table of Contents

Article 7 Purpose 6
7.1 Purpose 6
Article 8 USDOT Role 6
8.1 Division of USDOT Responsibilities 6
8.2 USDOT Program Contact 7
Article 9 Recipient Role 7
9.1 Statements on the Project 7
9.2 Statements on Authority and Capacity 7
9.3 USDOT Reliance 8
9.4 Project Delivery 8
9.5 Rights and Powers Affecting the Project 8
9.6 Notification of Changes to Key Personnel 9
Article 10 Award Amount, Obligation, and Time Periods 9
10.1 Federal Award Amount 9
10.2 Federal Obligations 9
10.3 Budget Period 10
10.4 Period of Performance 10
Article 11 Statement of Work, Schedule, and Budget Changes 11
11.1 Notification Requirement 11
11.2 Statement of Work Changes 11
11.3 Schedule Changes 11
11.4 Budget Changes 11
11.5 USDOT Acceptance of Changes 12
Article 12 General Reporting Terms 12
12.1 Report Submission 12
12.2 Alternative Reporting Methods 13
12.3 Paperwork Reduction Act Notice 13
Article 13 Progress and Financial Reporting 13
13.1 Quarterly Performance Progress Reports 13
13.2 Quarterly Financial Status 13
13.3 Final Performance Progress Reports and Financial Status 13
Article 14 Performance Reporting 14
14.1 Baseline Performance Measurement 14
14.2 SS4A Final Report 14
14.3 Performance Measurement Information 15
14.4 Performance Reporting Survival 15
14.5 Program Evaluation 15
Article 15 Noncompliance and Remedies 15
15.1 Noncompliance Determinations 15
15.2 Remedies 16
15.3 Other Oversight Entities 17
Article 16 Agreement Termination 17
16.1 USDOT Termination 17
16.2 Closeout Termination 18
16.3 Post-Termination Adjustments 18
16.4 Non-Terminating Events 18
16.5 Other Remedies 18

Article 17 Monitoring, Financial Management, Controls, and Records 18
17.1 Recipient Monitoring and Record Retention. 18
17.2 Financial Records and Audits. 19
17.3 Internal Controls. 19
17.4 USDOT Record Access. 19
Article 18 Contracting and Subawards 19
18.1 Build America, Buy America. 19
18.2 Small and Disadvantaged Business Requirements. 22
18.3 Engineering and Design Services. 22
18.4 Foreign Market Restrictions 23
18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment 23
18.6 Recipient Responsibilities for Subawards 23
18.7 Subaward and Contract Authorization. 23
Article 19 Costs, Payments, and Unexpended Funds 23
19.1 Limitation of Federal Award Amount. 23
19.2 Projects Costs. 23
19.3 Timing of Project Costs. 23
19.4 Recipient Recovery of Federal Funds. 24
19.5 Unexpended Federal Funds. 24
19.6 Timing of Payments to the Recipient. 24
19.7 Payment Method.. 24
19.8 Information Supporting Expenditures 24
19.9 Reimbursement Frequency. 24
19.10 Match. 24
Article 20 Liquidation, Adjustments, and Funds Availability 25
20.1 Liquidation of Recipient Obligations. 25
Article 21 Agreement Modifications 25
21.1 Bilateral Amendments 25
21.2 Unilateral Contact Modifications. 25
21.3 USDOT Unilateral Modifications. 25
21.4 Other Modifications. 25
Article 22 [RESERVED] 25
22.1 [RESERVED]. 25
Article 23 [RESERVED] 26
23.1 [RESERVED]. 26
Article 24 Labor and Workforce 26
24.1 Labor and Workforce 26
Article 25 Critical Infrastructure Security and Resilience 26
25.1 Critical Infrastructure Security and Resilience 26
Article 26 Civil Rights and Title VI 26
26.1 Civil Rights and Tile VI 26
Article 27 Federal Financial Assistance, Administrative, and National Policy Requirements 27
27.1 Uniform Administrative Requirements for Federal Awards. 27
27.2 Federal Law and Public Policy Requirements. 27
27.3 Federal Freedom of Information Act. 28
27.4 History of Performance. 28
27.5 Whistleblower Protection. 28
27.6 External Award Terms and Obligations 28
27.7 Incorporated Certifications. 29

Article 28 Assignment 29
28.1 Assignment Prohibited. 29
Article 29 Waiver 29
29.1 Waivers. 29
Article 30 Additional Terms and Conditions 30
30.1 Effect of Planning and Demonstration or Implementation Award. 30
30.2 Disclaimer of Federal Liability. 30
30.3 Environmental Review 30
30.4 Railroad Coordination. 31
30.5 Relocation and Real Property Acquisition. 32
30.6 Equipment Disposition 32
Article 31 Mandatory Award Information 32
31.1 Information Contained in a Federal Award. 32
Article 32 Construction and Definitions 33
32.1 Attachments. 33
32.2 Exhibits. 33
32.3 Construction. 33
32.4 Integration. 33
32.5 Definitions 33
Article 33 Agreement Execution and Effective Date 34
33.1 Counterparts. 34
33.2 Effective Date. 34

Index of Definitions

Administering Operating Administration 7
Environmental Review Entity……....29
Federal Share 12
FHWA..... 7
NOFO..... 6
OMB 13
Program Statute..... 32
Project……22
Project Closeout..... 18
SS4A Grant..... 32
USDOT 6

GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the "IIJA") established the Safe Streets and Roads for All (the "SS4A") Discretionary Grant Program (IIJA Section 24112) and appropriated funds to the United States Department of Transportation (the "**USDOT**") under Division J, Title VIII of IIJA to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as "Vision Zero" or "Toward Zero Deaths" initiatives.

The USDOT published a Notice of Funding Opportunity (the "**NOFO**") to solicit applications for Federal financial assistance in Fiscal Year 2024 for the SS4A Discretionary Grant Program.

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2024 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term "Recipient" is defined in the project-specific portion of the agreement. Attachments A through F are project-specific attachments.

ARTICLE 7
PURPOSE

7.1 Purpose. The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:

(1) timely completing the Project; and

(2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

ARTICLE 8
USDOT ROLE

8.1 Division of USDOT Responsibilities.

(a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT's administration of the SS4A Grant Program.

(b) The Federal Highway Administration (the "**FHWA**") will administer this grant agreement on behalf of the USDOT. In this agreement, the "**Administering Operating Administration**" means the FHWA.

8.2 USDOT Program Contact.

Safe Streets and Roads for All
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
SS4A.FHWA@dot.gov
(202) 366-2822

ARTICLE 9
RECIPIENT ROLE

9.1 Statements on the Project. The Recipient states that:

(1) all material statements of fact in the Grant Application were accurate when that application was submitted; and

(2) Attachment B documents all material changes in the information contained in that application.

9.2 Statements on Authority and Capacity. The Recipient states that:

(1) it has the authority to receive Federal financial assistance under this agreement;

(2) it has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction; if applicable;

(3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;

(4) not less than the difference between the "Total Eligible Project Cost" and the "SS4A Grant Amount" listed in section 3.3 are committed to fund the Project;

(5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the

recipient's jurisdiction, to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

(6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 27.7 on behalf of the Recipient.

9.3 USDOT Reliance. The Recipient acknowledges that:

(1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;

(2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;

(3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and

(4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

9.4 Project Delivery.

(a) The Recipient shall complete the Project under the terms of this agreement.

(b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.

(c) The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient's compliance with all applicable laws, regulations, and policies.

(d) The Recipient shall provide access to records as provided at 2 C.F.R. 200.337.

9.5 Rights and Powers Affecting the Project.

(a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.

(b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

9.6 Notification of Changes to Key Personnel. The Recipient shall notify all USDOT representatives who are identified in Section 4.3 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.2.

ARTICLE 10
AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

10.1 Federal Award Amount The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in section 2.2 as the SS4A Grant Amount.

10.2 Federal Obligations.

This agreement obligates funds for the period of performance listed on Page 1, Block 6 of the grant agreement.

(a) If the Federal Obligation Type identified in section 2.3 is "Single," then the project-specific agreement obligates for the budget period the amount listed in Section 2.2. as the Grant Amount and sections 10.2 (c)–10.2(f) do not apply to the project specific agreement.

(b) If the Federal Obligation Type identified in section 2.3 is "Multiple," (for phased agreements) then an amount up to the Grant Amount listed in Section 2.2 will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 10.2(c)–10.2(f).

(c) The Obligation Condition Table in section 2.3 allocates the Grant funds among separate phases of the Project for the purpose of the Federal obligation of funds. The scope of each phase of the Project that is identified in that table is described in section 2.3.

(d) The project-specific agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table does not list an obligation condition.

(e) The project-specific agreement does not obligate amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only by modifying the project specific agreement under section 21.

(f) For each portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, the amount allocated in that table to that portion of the Project will be obligated if the condition is met not later than the date listed in Section 2.4 of the project-specific agreement.

(g) For any portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, if the obligation condition is satisfied, the parties amend this agreement documenting that:

(1) the FHWA determines that the obligation condition listed in that table for that portion of the Project is satisfied; and

(2) the FHWA determines that all applicable Federal requirements for obligating the amount are satisfied.

(h) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f).

(i) Reserved.

(j) The Recipient acknowledges that:

(1) the FHWA is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f);

(2) any portion of the Grant that is not obligated under this section 10.2 by the budget period end date identified in the project-specific agreement for those funds lapses on the day after that date and becomes unavailable for the Project; and

(3) the FHWA may consider the failure to obligate funds by the budget period end date identified in the project-specific agreement as applicable to the Grant Program for those funds to be a basis for terminating the project-specific agreement under section 16.

10.3 Budget Period

The budget period for this award begins on the effective date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, "budget period" is used as defined at 2 C.F.R. 200.1.

10.4 Period of Performance.

(a) The period of performance for this award begins on the effective date of award listed in page 1, Block 2 and ends on the period of performance end date that is listed in Page 1, Block 6.

(b) In this agreement, "period of performance" is used as defined at 2 C.F.R. 200.1.

ARTICLE 11
STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

11.1 Notification Requirement. The Recipient shall notify all USDOT representatives who are identified in section 4.3 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.

11.2 Statement of Work Changes. If the Project's activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.

11.3 Schedule Changes. If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant date(s):

(1) a substantial completion date for the Project or a component of the Project that is listed in section 3.2 and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or

(2) a schedule change would require the period of performance to continue after the period of performance end date listed on Page 1, Block 6 (i.e., for projects with multiple phases, changes to the base phase budget period end date for projects with two phases, or changes to base or secondary phase budget period end dates for projects with three phases, etc., will not trigger notification/modification requirements).

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

11.4 Budget Changes.

(a) The Recipient acknowledges that if the cost of completing the Project increases:

(1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and

(2) the USDOT will not increase the amount of this award to address any funding shortfall.

(b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project's budget to the amounts listed in section 3.3:

(1) the "Non-Federal Funds" amount decreases; or

(2) the "Total Eligible Project Cost" amount decreases.

(c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

(d) If the actual eligible project costs are less than the "Total Eligible Project Cost" that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs.

(e) If the actual eligible project costs are less than the "Total Eligible Project Cost" that is listed in section 3.3 and either the Recipient does not make a proposal under section 11.4(d) or the USDOT does not accept the Recipient's proposal under section 11.4(d), then:

(1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs; and

(2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, "**Federal Share**" means the sum of the "SS4A Grant Amount" and the "Other Federal Funds" amounts that are listed in section 3.3(a).

(f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

11.5 USDOT Acceptance of Changes. The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.

ARTICLE 12
GENERAL REPORTING TERMS

12.1 Report Submission. The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.3. Reports will be added to a central repository maintained by FHWA.

12.2 Alternative Reporting Methods. FHWA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.

12.3 Paperwork Reduction Act Notice.

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "**OMB**"). Collections of information conducted under this agreement are approved under OMB Control No. 2125-0675.

ARTICLE 13
PROGRESS AND FINANCIAL REPORTING

13.1 Quarterly Performance Progress Reports. Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Performance Progress Report in the format and with the content described in Exhibit C. If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Performance Progress Report in the second calendar year quarter that begins after the date of this agreement.

13.2 Quarterly Financial Status. Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit a Federal Financial Report using SF-425.

13.3 Final Performance Progress Reports and Financial Status. No later than 120 days after the end of the period of performance, the Recipient shall submit:

(1) a Final Performance Progress Report in the format and with the content described in Exhibit C for each Quarterly Performance Progress Report, including a final Federal Financial Report (SF-425); and

(2) any other information required under the Administering Operating Administration's award closeout procedures.

ARTICLE 14
PERFORMANCE REPORTING

14.1 Baseline Performance Measurement. Recipients of Implementation Grants or Planning and Demonstration Grants with demonstration activities shall:

(1) collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and

(2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.

14.2 SS4A Final Report.

The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report in the format specified by FHWA and with the content described in Attachment A that describes, consistent with sections 24112(g)-(h) of IIJA:

(1) the costs of each eligible project and strategy carried out using the grant;

(2) the roadway safety outcomes and any additional benefits (e.g., increased walking, biking, or transit use without a commensurate increase in serious and fatal crashes, etc.) that each such project and strategy has generated, as—

- identified in the grant application; and
- measured by data to the maximum extent practicable;

(3) [RESERVED]

(4) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

14.3 Performance Measurement Information.

For each performance measure identified to be submitted annually in the Performance Measure Table in Attachment A, not later than January 31 of each year, the Recipient shall submit to the USDOT a Performance Measurement Report containing the data collected in the previous calendar year and stating the dates when the data was collected.

14.4 Performance Reporting Survival.

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

14.5 Program Evaluation.

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, before/after photographs of the sites, qualitative activities such as videos describing the project and its impact on the community, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

ARTICLE 15

NONCOMPLIANCE AND REMEDIES

15.1 Noncompliance Determinations.

(a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.

(b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

(1) accept the remedy;

(2) acknowledge the noncompliance, but propose an alternative remedy; or

(3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

(c) The USDOT may make a final determination of noncompliance only:

(1) after considering the Recipient's response under section 15.1(b); or

(2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.

(d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the basis for that determination.

15.2 Remedies.

(a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:

(1) additional conditions on the award;

(2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or

(3) any other remedy legally available.

(b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.

(c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.

(d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.

(e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the

Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

15.3 Other Oversight Entities.

Nothing in this article 15 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 16
AGREEMENT TERMINATION

16.1 USDOT Termination.

(a) The USDOT may terminate this agreement and all its obligations under this agreement if any of the following occurs:

(1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.3(a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;

(2) a construction start date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;

(3) a substantial completion date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;

(4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,

(5) the USDOT determines that termination of this agreement is in the public interest.

(6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.

(b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.

(c) This section 16.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.

(d) The Recipient may request that the USDOT terminate the agreement under this section 16.1.

16.2 Closeout Termination.

(a) This agreement terminates on Project Closeout.

(b) In this agreement, "**Project Closeout**" means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

16.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT's authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

16.4 Non-Terminating Events.

(a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient's obligations under this agreement.

(b) The liquidation of funds under section 20.1 does not terminate this agreement or the Recipient's obligations under this agreement.

16.5 Other Remedies. The termination authority under this article 16 supplements and does not limit the USDOT's remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 17
MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

17.1 Recipient Monitoring and Record Retention.

(a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:

(1) that those activities comply with this agreement; and

(2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.

(b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(e).

(c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

17.2 Financial Records and Audits.

(a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the project, and the amount or nature of that portion of the cost of the project supplied by other sources, and any other financial records related to the project.

(b) The Recipient shall keep accounts and records described under section 17.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302–200.307, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.

(c) The Recipient shall separately identify expenditures under the fiscal year 2024 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:

(1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including "FY 2024" in the program name; and

(2) list expenditures under that program on a separate row under Part II, Item 1 ("Federal Awards Expended During Fiscal Period") of Form SF-SAC, including "FY 2024" in column c ("Additional Award Identification").

17.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

17.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

ARTICLE 18
CONTRACTING AND SUBAWARDS

18.1 Build America, Buy America. This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), 2 CFR part 184, and Office of Management and Budget (OMB) Memorandum M-24-02, "Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure."

Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards for each construction material are provided at 2 CFR 184.6.

Inapplicability.

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a domestic content procurement preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies.

An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) manufactured products; (iii) construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated. An article, material, or supply incorporated into an infrastructure project must meet the requirements for only the single category in which it is classified.

Waivers.

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at https://www.transportation.gov/office-policy/transportation-policy/made-in-america.

Definitions

"**Construction materials**" means articles, materials, or supplies that consist of only one of the items listed in paragraph (21) of this definition, except as provided in paragraph (2) of this definition. To the extent that one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:
- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- fiber optic cable (including drop cable)
- lumber;
- engineered wood; and
- drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

"**Domestic content procurement preference**" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"**Iron or steel products**" means articles, materials, or supplies that consist wholly or predominantly or iron or steel or a combination of both.

"**Manufactured products**" means

(1) Articles, materials, or supplies that have been: (i) Processed into a specific form and shape; or (ii) combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

"**Predominantly of iron or steel or a combination of both**" means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forging utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

"Project" means the development of a safety action plan (including supplemental and topical plans) or the temporary or permanent construction, alteration, maintenance, or repair of infrastructure in the United States.

"**Section 70917(c) materials"** cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

18.2 Small and Disadvantaged Business Requirements. The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 including any amendments thereto.

18.3 Engineering and Design Services. The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract

for architectural and engineering services is negotiated under 2 C.F.R. 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.

18.4 Foreign Market Restrictions. The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

18.6 Recipient Responsibilities for Subawards.

If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

18.7 Subaward and Contract Authorization.

If the USDOT Office for Subaward Authorization identified in section 5.1 is "FHWA Office of Acquisition and Grants Management," then the Recipient must follow the requirements in 2 C.F.R. 200.308 (f) (6) and 2 C.F.R. 200.333, as applicable, for the subaward of any SS4A Grant work under the Project-Specific Agreement. Approvals under 2 CFR 200.308(f)(6) do not apply to the procurement acquisition of goods and services.

ARTICLE 19
COSTS, PAYMENTS, AND UNEXPENDED FUNDS

19.1 Limitation of Federal Award Amount. Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

19.2 Projects Costs. This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

19.3 Timing of Project Costs.

(a) The Recipient shall not charge to this award costs that are incurred after the period of performance.

(b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement unless there has been an approval of pre-award costs under 2 C.F.R. 200.458.

19.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

19.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.

19.6 Timing of Payments to the Recipient. When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.

19.7 Payment Method. The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.

19.8 Information Supporting Expenditures.

(a) If the USDOT Payment System identified in section 5.2 is "DELPHI iSupplier," then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient's share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

19.9 Reimbursement Frequency. If the USDOT Payment System identified in section 5.2 is "DELPHI iSupplier," then the Recipient shall not request reimbursement more frequently than monthly.

19.10 Match. The recipient should show on each request for reimbursement that at least 20 percent of the incurred costs will count towards match. If the recipient intends to vary the match percentage over the life of the project, it must communicate its plan to USDOT. The recipient is responsible for tracking match according to the plan. At the completion of the grant award, the cost share requirement must be met, and Federal funds must not exceed the project's Federal share.

ARTICLE 20
LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

20.1 Liquidation of Recipient Obligations.

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.

(b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

ARTICLE 21
AGREEMENT MODIFICATIONS

21.1 Bilateral Amendments. The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

21.2 Unilateral Contact Modifications. The USDOT may update the contacts who are listed in section 4.3 by written notice to all the Recipient contacts who are listed in sections 4.1 and 4.2.

21.3 USDOT Unilateral Modifications.

(a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.

(b) To unilaterally modify this agreement under this section 20.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

21.4 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 21.1, 21.2, 21.3. If an amendment, modification, or supplement is not permitted under section 21.1, not permitted under section 21.2, and not permitted under section 21.3, it is void.

ARTICLE 22

[RESERVED]

ARTICLE 23

[RESERVED]

ARTICLE 24
LABOR AND WORKFORCE

24.1 Labor and Workforce. Attachment E documents the consideration of job quality and labor rights, standards, and protections related to the Project.

ARTICLE 25
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

25.1 Critical Infrastructure Security and Resilience.

Consistent with Presidential Policy Directive 21, "Critical Infrastructure Security and Resilience" (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project. Attachment F documents the consideration of critical security infrastructure for projects that include the purchase of information technology and/or operational technology.

ARTICLE 26
CIVIL RIGHTS AND TITLE VI

26.1 Civil Rights and Title VI

(a) The purpose of sections 26.1(b)–26.1(c) is to ensure that the Recipient has a plan to comply with civil rights obligations and nondiscrimination laws, including Title VI and 49 C.F.R. part 21, including any amendments thereto.

(b) If the Recipient is an Existing Recipient, the Recipient shall submit to the USDOT either:

(1) not later than one month after the date of this agreement, documentation showing that the Recipient has complied with all reporting requirements under the Administering Operating Administration's implementation of Title VI; or

(2) not later than six months after the date of this agreement, both a Title VI Plan and a Community Participation Plan, as those plans are described in chapter II, sections 3–4 of DOT Order 1000.12C.

(c) If the Recipient is "New," then the Administering Operating Administration completed a Title VI Assessment of the Recipient, as described in chapter II, section 2 of DOT Order 1000.12C., before entering this agreement.

(d) In this section 26.1:

(1) "**Title VI**" means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a).

(2) **"Existing"** means a prior recipient of DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

(3) "New" means a recipient who has not received DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

ARTICLE 27
FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

27.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

27.2 Federal Law and Public Policy Requirements.

(a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

(b) Pursuant to Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity,* the Recipient agrees that its compliance in all respects with all

applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

(c) Pursuant to Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity,* by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination law.

(d) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

27.3 Federal Freedom of Information Act.

(a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.

(b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

27.4 History of Performance. Under 2 C.F.R 200.206, any Federal agency may consider the Recipient's performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

27.5 Whistleblower Protection.

(a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.

(b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

27.6 External Award Terms and Obligations.

(a) In addition to this document and the contents described in article 32, this agreement includes the following additional terms as integral parts:

(1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;

(2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;

(3) 2 C.F.R part 175: Award term for Trafficking in Persons; and

(4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

(1) 49 C.F.R. part 20: New Restrictions on Lobbying;

(2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;

(3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and

(4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

27.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

(1) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

ARTICLE 28
ASSIGNMENT

28.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 29
WAIVER

29.1 Waivers.

(a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.

(b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.

(c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

ARTICLE 30
ADDITIONAL TERMS AND CONDITIONS

30.1 Effect of Planning and Demonstration or Implementation Award. Based on information that the Recipient provided to the USDOT, including the Grant Application, as indicated in section 2.5, this agreement designates this award as a Planning and Demonstration award or an Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation as listed in the FY 2024 Notice of Funding Opportunity for Safe Streets and Roads for All.

30.2 Disclaimer of Federal Liability. The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

30.3 Environmental Review

(a) In this section, **"Environmental Review Entity"** means:

(1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and

(2) for all other cases, the FHWA.

(b) Except as authorized under section 30.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

(1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and

(2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

(c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).

(d) The Recipient acknowledges that:

(1) the Environmental Review Entity's actions under section 30.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and

(2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.

(f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:

(1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or

(2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).

(g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

30.4 Railroad Coordination. If the agreement includes one or more milestones identified as a "Railroad Coordination Agreement," then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad's right-of-way.

30.5 Relocation and Real Property Acquisition.

(a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.

(b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.

(c) The Recipient shall make available to displaced persons, , comparable replacement dwellings in accordance with 49 C.F.R. part 24.

30.6 Equipment Disposition.

(a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.

(b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.

(c) The Recipient shall ensure compliance with this section 30.6 for all tiers of subawards under this award.

ARTICLE 31
MANDATORY AWARD INFORMATION

31.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

(1) the "Federal Award Date" is the date of this agreement, as defined under section 33.2;

(2) the "Assistance Listings Number" is 20.939 and the "Assistance Listings Title" is "Safe Streets and Roads for All Grant Program"; and

(3) this award is not for research and development.

ARTICLE 32
CONSTRUCTION AND DEFINITIONS

32.1 Attachments. This agreement includes the following attachments as integral parts:

Attachment A	Performance Measurement Information
Attachment B	Changes from Application
Attachment C	Reserved
Attachment D	Reserved
Attachment E	Labor and Workforce
Attachment F	Critical Infrastructure Security and Resilience
Attachment G	Reserved

32.2 Exhibits. The following exhibits, which are in the document titled "Exhibits to FHWA Grant Agreements Under the Fiscal Year 2024 SS4A Grant Program", dated March 17, 2025, and available at https://www.transportation.gov/grants/ss4a/grant-agreements, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Performance Progress Reports: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

32.3 Construction. If a provision in the exhibits or the attachments conflicts with a provision in articles 1–30, then the provision in articles 1–30 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

32.4 Integration. This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.

32.5 Definitions. In this agreement, the following definitions apply:

"**Program Statute**" means the BIL section 24112 and statutory text under the heading "Safe Streets and Roads for All Grants" in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.

"**Project**" means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement.

"**SS4A Grant**" means an award of funds that were made available under the SS4A NOFO.

"**Grant Application**" means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 33
AGREEMENT EXECUTION AND EFFECTIVE DATE

33.1 Counterparts. This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

33.2 Effective Date. The agreement will become effective when all parties have signed it. The effective date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT's authorized representative signs it.

U.S. DEPARTMENT OF TRANSPORTATION

EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT PROGRAM

June 13, 2024
Revised: March 17, 2025

EXHIBIT A
APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for a FY 2024 Safe Streets and Roads for All Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

a. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
b. Hatch Act – 5 U.S.C. 1501, et seq.
c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
d. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
e. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
f. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
g. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
h. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
i. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
k. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
l. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
m. American Indian Religious Freedom Act, P.L. 95-341, as amended
n. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
o. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
p. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
q. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
r. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
v. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
w. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
y. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
cc. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C.

1101 -1104, 541, et seq.

dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
ee. Freedom of Information Act – 5 U.S.C. 552, as amended
ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
hh. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
mm. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
nn. Wilderness Act – 16 U.S.C. 1131-1136
oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
pp. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
rr. Cargo Preference Act of 1954 – 46 U.S.C. 55305
ss. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

Executive Orders

a. Executive Order 11990 – Protection of Wetlands
b. Executive Order 11988 – Floodplain Management
c. Executive Order 12372 – Intergovernmental Review of Federal Programs
d. Executive Order 12549 – Debarment and Suspension
e. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America's Workers
f. Executive Order 14025 – Worker Organizing and Empowerment
g. Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship
h. Executive Order 14154, Unleashing American Energy
i. Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing
j. Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
k. Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity

Presidential Policy Directives and Memorandums

a. Presidential Policy Directive 21 – Critical Infrastructure Security and Resilience
b. National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Systems

General Federal Regulations

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
h. New Restrictions on Lobbying – 49 C.F.R. Part 20
i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 (as applicable under section 18.3 of this agreement)

Office of Management and Budget Circulars

a. Any applicable OMB Circular based upon the specific FY 2024 Safe Streets and Roads for All Grant Recipient.

Highway Federal Legislation

a. Agreements relating to the use of an access to rights-of-way—Interstate System, 23

U.S.C. 111
b. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
c. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
d. Efficient Environmental Reviews - 23 U.S.C. 139
e. Policy on lands, wildlife and waterfowl refuges, and historic sites - 49 U.S.C. 303

Federal Highway Regulations

a. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
b. National Highway System Design Standards – 23 C.F.R. Part 625
c. Location and Hydraulic Design of Encroachments on Flood Plains – 23 C.F.R. Part 650 Subpart A
d. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
e. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
f. Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites (Section 4(f)) – 23 C.F.R. Part 774
g. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122

Specific assurances required to be included in the FY 2024 Safe Streets and Roads for All Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

EXHIBIT B
ADDITIONAL STANDARD TERMS

TERM B.1
TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37, and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 Safe Streets and Roads for All (SS4A) grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it 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.*

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 FY 2024 SS4A grant program:

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 the FY 2024 SS4A Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   "*The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises 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 an award.*"

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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, 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.

10. 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 Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, 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.

The Recipient 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 FY 2024 SS4A grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2024 SS4A grant program.

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, Federal Highway Administration (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 C.F.R. Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the 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 Recipient or the 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 Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the 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 Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), the Consolidated Appropriations Act, 2024, Pub. L. No. 118-122 (Mar. 9, 2024) , the Regulations for the Administration of FY 2024 SS4A grant program**,** and the policies and procedures prescribed by the Federal Highway Administration (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 Recipient 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 Recipient 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 Recipient, its successors and assigns.

The Recipient, 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 Recipient 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 in order 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 Recipient pursuant to the provisions of Specific Assurance 7(a):

A. The (Recipient, 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 (Recipient, 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, Recipient 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 Recipient 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 Recipient 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 Recipient pursuant to the provisions of Specific Assurance 7(b):

A. The (Recipient, 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 (Recipient, 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, Recipient 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, Recipient will there upon revert to and vest in and become the absolute property of Recipient 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 C.F.R. 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);
- 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 C.F.R. 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 U.S.C. § 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);
- 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).

TERM B.2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are 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 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 SS4A grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2024 SS4A Grant, as set out below.

1. Instructions for Certification – First Tier Participants:

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient 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 Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to 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 System for Award Management website (https://www.sam.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.

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, including a civil settlement, 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 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant 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,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. 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 Recipient or subrecipient 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 Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.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 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.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters 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 are 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.

TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

   "**Covered Transaction**" means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

   "**Felony Conviction**" means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

   "**Participant**" means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

   "**Tax Delinquency**" means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the "**SAM**") at http://www.sam.gov/ for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

    (1) Certify whether the entity has a Tax Delinquency; and

    (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

    (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

    (2) an entity provides an affirmative response to either certification in section 3; or

    (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

    then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

    (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.

    (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.

    (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

    (1) require the SAM check in section 2;

    (2) require the certifications in section 3;

    (3) include the prohibition in section 4; and

(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

TERM B.4
RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, "**Motor Vehicles**" means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, "**Driving**" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, "**Text messaging**" means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the "**Government**" includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT C
QUARTERLY PERFORMANCE PROGRESS REPORTS:
FORMAT AND CONTENT

1. Purpose. The purpose of the Quarterly Performance Progress Reports under this agreement for the FY 2024 SS4A grant program is to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.

2. Format and Content. The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. The first Quarterly Performance Progress Report should include a detailed description of the items funded.

(a) Project Information. This section provides the name of the project, the State, the federal agency to which the report is submitted, submission date, award number, name of the recipient, report year and quarter and NOFO funding year.

(b) Project Overall Status. This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any significant activities and issues, action items and outstanding issues.

i. **Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable IIJA or NOFO requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.

ii. **Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

(c) Milestones. This section documents progress of the milestones outlined in Section 3.2. The Recipient should include the baseline date (when the project is projected to begin) of each milestone, amendments to those dates (if applicable) and the actual/expected date of completion. There are Milestone charts for action plans, supplemental planning activities, demonstration activity projects and implementation (both construction and non-construction) projects.

EXHIBIT D
FORM FOR SUBSEQUENT OBLIGATION OF FUNDS

The USDOT and **[recipient name]** entered a grant agreement for the **[project name]** that was executed by the USDOT on **[date of USDOT signature on original agreement]** (the "**Agreement**").

This instrument obligates **[$XXX]** for **[insert portion of project listed in the Agreement]**.

[Recipient name] states that:

(1) the Agreement accurately describe the Project's activities;

(2) for each completion date listed in the Agreement, the Recipient's estimate for that milestone is not more than six months after the date listed in the Agreement;

(3) comparing the Project's current budget with the amounts listed in the Agreement, the "Non-Federal Funds" amount has not decreased and the total eligible project costs amount has not decreased; and

(4) under the terms of article 21 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

[Recipient name] acknowledges that USDOT is acting in reliance on the Recipient's statements above.

_____ By: _____

Date

Signature of Recipient's Authorized Representative

[insert name]

Name

[insert title]

Title

The USDOT has determined that all applicable Federal requirements for obligating these funds are satisfied.

_____	By: _____
Date	Signature of USDOT's Authorized Representative
	[insert name]
	Name
	[insert title]
	Title

GRANT CERTIFICATION

From: Kelly Grisham, Project Coordinator

To: Mark Aliff, President of the City Council
Heather Graham, Mayor

Re: Pueblo Supplemental Planning and Demonstration (SS4A)

I hereby certify that I have reviewed and am familiar with the attached documents, and to the best of my knowledge and belief, the City has the present ability to comply with all special conditions, certifications and assurances therein contained.

Kelly Grisham _____ 12/10/25

Docusign Envelope ID: 79BFBD73-DAF8-4A0B-B585-25FF9B268F6D

1. Federal Award No.

2. Effective Date
See No. 16 Below

3. Assistance Listings No.
20.939

4. Award To
City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Unique Entity Id.: NJK3BNUDRHJ7
TIN No.: 84-6000615

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. Period of Performance
Effective Date of Award – 30 months

7. Total Amount

Federal Share:	$959,559
Recipient Share:	$239,890
Other Federal Funds:	$0
Other Funds:	$0
Total:	$1,199,449

8. Type of Agreement
Grant

9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)

10. Procurement Request No.

11. Federal Funds Obligated
Base Phase (Preliminary Design &NEPA): $900,639

12. Submit Payment Requests To
See Article 5.

13. Accounting and Appropriations Data

14. Description of the Project

Revision of City of Pueblo Roadway Classification

Design Standards and Policies. Additional safety analysis and expanded data collection and evaluation of Northern Avenue corridor from Bandera Parkway to Abriendo Avenue including Ventana neighborhood access, using integrated data from the Comprehensive Safety Action Plan. Quick-build strategies based on MUTCD Engineering Studies on North Elizabeth Street from 29th

Docusign Envelope ID: 79BFBD73-DAF8-4A0B-B585-25FF9B268F6D

Street to Highway 50 to improve pedestrian crossing. Implementation of hardware and software for traffic study. Implementation of commercially available LIght Detection and Ranging technology used for measuring speed to address serious safety violations of drivers. Purchase of a handheld mobile retroreflectometer to assess a pavement marking or sign's nighttime visibility. Implementation of yellow retroreflective backing plates on traffic signal at intersections with high crash data.

RECIPIENT

15. Signature of Person Authorized to Sign

Signed by:
3A85950B7BCA462...

01/13/2026

Signature Date

Name: Heather Graham

Title: City of Pueblo Mayor

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature Date

Name:

Title: Agreement Officer

Docusign Envelope ID: 79BFBD73-DAF8-4A0B-B585-25FF9B268F6D

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of Pueblo, a Colorado municipal corporation (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the Pueblo Supplemental Planning and Demonstration project.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("SS4A") Grant Program," dated November 4, 2025, which is available at https://www.transportation.gov/grants/ss4a/grant-agreements under "Fiscal Year 2024." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

Docusign Envelope ID: 79BFBD73-DAF8-4A0B-B585-25FF9B268F6D

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Pueblo Supplemental Planning and Demonstration

Application Date: April 3, 2024

2.2 Award Amount.

SS4A Grant Amount: $959,559

2.3 Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Phase the Project	**Allocation of the SS4A Grant**	**Obligation Condition**
Base Phase: Preliminary Design & NEPA	$900,639	

Docusign Envelope ID: 79BFBD73-DAF8-4A0B-B585-25FF9B268F6D

Obligation Condition Table		
Phase the Project	**Allocation of the SS4A Grant**	**Obligation Condition**
Option Phase 1: Final Design. Right-of-Way, and Utility Relocation	$1,000	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) ("NEPA"), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) ("NHPA"), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA's notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting "preliminary design" as specified in FHWA Order 6640.1A.

Docusign Envelope ID: 79BFBD73-DAF8-4A0B-B585-25FF9B268F6D

Obligation Condition Table		
Phase the Project	**Allocation of the SS4A Grant**	**Obligation Condition**
Option Phase 2: Construction (Demonstration)	$57,920	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of a Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) ("NEPA"), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) ("NHPA"), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA's notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting "preliminary design" as specified in FHWA Order 6640.1A.

2.4 Budget Period.

Base Phase Budget Period: Execution of the award to 12/31/27

Option Phase 1 Budget Period: Reserved

Option Phase 2 Budget Period: Reserved

2.5 Grant Designation.

Designation: Planning and Demonstration

Docusign Envelope ID: 79BFBD73-DAF8-4A0B-B585-25FF9B268F6D

ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Planning and Demonstration Narrative: The City is currently benefiting from a FY2022 SS4A award to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through comprehensive safety action plan (referred to herein as Action Plan) development and refinement and implementation focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. A FY2024 SS4A award will enhance the safety plan with complementary but distinctive activities.

The project will be completed in three phases.

Base Phase: Preliminary Design and NEPA:

- Revision of City of Pueblo *Roadway Classification Design Standards and Policies*, last updated November 2004.
- Additional safety analysis and expanded data collection and evaluation of Northern Avenue corridor from Bandera Parkway to Abriendo Avenue including Ventana neighborhood access, using integrated data from the Comprehensive Safety Action Plan ("Supplemental Action Plan")
- Preliminary design and NEPA of high-visibility crosswalk markings, bike lane treatments, paint and plastic delineator posts to experiment with impermanent roadway design changes, use of signage, and crossing refuge) on North Elizabeth Street from 29th Street to Highway 50 to improve pedestrian crossing.
- Purchase of hardware and software equipment, including counting equipment with artificial intelligence.
- Purchase of LiDAR technology equipment and handheld mobile retroreflectometer.

Purchase and installation by City Staff of yellow retroreflective backing plates on traffic signals.

Option Phase 1: Final Design, Right-of-Way, and Utility Relocation:

Final Design and possible right-of-way acquisition for high-visibility crosswalk markings, bike lane treatments, paint and plastic delineator posts to experiment with impermanent roadway design changes, use of signage, and crossing refuge) on North Elizabeth Street from 29th Street to Highway 50 to improve pedestrian crossing.

Option Phase 2: Construction:

Construction of high-visibility crosswalk markings, bike lane treatments, paint and plastic delineator posts to experiment with impermanent roadway design changes, use of signage, and crossing refuge) on North Elizabeth Street from 29th Street to Highway 50 to improve pedestrian crossing.

3.2 Project's Estimated Schedule.

Demonstration Activity Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	12/31/2026

Docusign Envelope ID: 79BFBD73-DAF8-4A0B-B585-25FF9B268F6D

Planned Construction Substantial Completion and Open to Public Use Date:	6/30/2028
Planned SS4A Final Report Date:	6/30/2028

Supplemental Planning Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	12/31/2027
Planned SS4A Final Report Date:	12/31/2027

Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	$959,559
Other Federal Funds:	$0
State Funds:	$0
Local Funds:	$239,890
In-Kind Match:	$0
Other Funds:	$0
Total Eligible Project Cost:	$1,199,449

(b) Cost Classification Table – For Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Architectural and engineering fees	$366,500		**$366,500**
Construction	$72,400		**$72,400**
Equipment	$746,149		**$746,149**
Miscellaneous (Supplies)	$14,400		**$14,400**
Project Total	**$1,199,449**		**$1,199,449**

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the

Docusign Envelope ID: 79BFBD73-DAF8-4A0B-B585-25FF9B268F6D

Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

CONTACT INFORMATION

4.1 Recipient Contact(s).

Andrew Hayes
Director of Public Works
City of Pueblo
211 East D Street Pueblo, CO 81003
719-553-2295
ahayes@pueblo.us

4.2 Recipient Key Personnel.

Name	Title or Position
Kelly Grisham	Public Works Department Project Coordinator
Eva Cosyleon	MPO Manager

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-42, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
HCFASS4A@dot.gov

Docusign Envelope ID: 79BFBD73-DAF8-4A0B-B585-25FF9B268F6D

and

Division Administrator – Colorado
Agreement Officer's Representative (AOR)
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
CO-DIV@dot.gov

and

Ajin Hu
FHWA Colorado Division Office Lead Point of Contact
Grants Program Manager
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
(720) 963-3071
ajin.hu@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the "AO") are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the

Docusign Envelope ID: 79BFBD73-DAF8-4A0B-B585-25FF9B268F6D

applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "**AOR**") may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.

6.2 The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.3 SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.

6.4 The Recipient of a Planning and Demonstration Grant acknowledges that the Supplemental Action Plan will be made publicly available and agrees that it will publish the final Supplemental Action Plan on a publicly available website.

6.5 The Recipient of a Planning and Demonstration Grant that involves a demonstration activity agrees to provide an assessment of each demonstration activity and update the existing Action Plan, which will incorporate the information gathered in the Action

Docusign Envelope ID: 79BFBD73-DAF8-4A0B-B585-25FF9B268F6D

Plan's list of projects or strategies and/or inform another part of the existing Action Plan. The Recipient also agrees that demonstration activities are temporary in nature and must be removed and/or ended following the conclusion of the project if the assessment of the demonstration activities does not affirm that the activities provide safety benefits.

6.6 The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.

6.7 The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.

6.8 The Recipient must coordinate its supplemental planning and/or demonstration activities with the jurisdiction that has an existing Action Plan in place that was used to apply for the supplemental planning and/or demonstration activities.

6.9 There are no other special grant requirements.

Docusign Envelope ID: 79BFBD73-DAF8-4A0B-B585-25FF9B268F6D

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Within Pueblo City and County Area
Baseline Measurement Date: 3/1/2027
Baseline Report Date:4/1/2027

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Safety Performance	Fatalities: Total annual fatalities in the project location(s)	Annually and within 120 days after the end of the period of performance
Safety Performance	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Annually and within 120 days after the end of the period of performance
Safety Performance	Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant)	Annually and within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Outcomes and Benefits	Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.)	Within 120 days after the end of the period of performance

Docusign Envelope ID: 79BFBD73-DAF8-4A0B-B585-25FF9B268F6D

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Outcomes and Benefits	Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits	Project Location(s): GIS/geo coordinate information identifying specific project location(s)	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

Docusign Envelope ID: 79BFBD73-DAF8-4A0B-B585-25FF9B268F6D

ATTACHMENT B
CHANGES FROM APPLICATION

Scope: No Changes

Schedule: The project schedule has been revised from the Application Period of Performance end date (02/01/2026) to align with the phased approach outlined in the Statement of Work, while accounting for delays in grant agreement processing, environmental review, procurement, construction sequencing, and post-construction evaluation.

- Planned NEPA Completion Date: December 31, 2026 (previously December 31, 2025)
  The Base Phase (Preliminary design and NEPA) requires additional time for the preparation of exhibits and documentation for the NEPA clearance process. The new NEPA completion date also reflects the months delay in getting the grant agreement prepared and executed.

- Planned Construction Substantial Completion and Open to Public Use Date: June 30, 2028 (previously February 1, 2026). The Option Phase 1 and Option Phase 2 activities—final design of demonstration activities and procurement of pilot project devices require additional time due to procurement regulations, contractor and staff scheduling, and material lead times. Seasonal weather and equipment availability also impact construction timelines. Extending the substantial completion date provides sufficient time to complete all installation activities and open the project safely to the public.

- Planned SS4A Final Report Date: June 30, 2028 (previously March 31, 2026)
  Following installation and public use, the project team must collect and analyze "after data" to evaluate the effectiveness of safety countermeasures.

Period of Performance:

To encompass all phases of the project—including Pre-NEPA planning, design, procurement, installation, evaluation, and reporting—the revised period of performance is from the effective date of award to June 30, 2028.

Budget: No Changes

The table below provides a summary comparison of the project budget.

	Application		**Section 3.3**	
Fund Source	$	%	$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				

Docusign Envelope ID: 79BFBD73-DAF8-4A0B-B585-25FF9B268F6D

Fund Source	Application		Section 3.3	
	$	%	$	%
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

Docusign Envelope ID: 79BFBD73-DAF8-4A0B-B585-25FF9B268F6D

ATTACHMENT C

[RESERVED]

Docusign Envelope ID: 79BFBD73-DAF8-4A0B-B585-25FF9B268F6D

ATTACHMENT D

[RESERVED]

Docusign Envelope ID: 79BFBD73-DAF8-4A0B-B585-25FF9B268F6D

ATTACHMENT E
LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. *(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)*
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. *(Describe the training programs in the supporting narrative below.)*
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. *(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)*
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. *(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)*
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. *(Describe the partnership and workforce strategies in the supporting narrative below.)*
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)*
X	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. *(Identify the relevant actions from Attachment B in the supporting narrative below.)*
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative. (please select one above)

The City of Pueblo is committed to fostering sustainable economic development and job creation through the implementation of its Safe Streets and Roads for All (SS4A) project. This initiative will not only enhance roadway safety for all users but also serve as a catalyst for local job creation, workforce development, and community empowerment—particularly in historically underserved areas of Pueblo.

Docusign Envelope ID: 79BFBD73-DAF8-4A0B-B585-25FF9B268F6D

ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
X	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
X	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

The City of Pueblo has an internal policy that is Trade Agreements Act (TAA) compliant, meaning that procured equipment cannot be made in certain countries, including but not limited to, China and India. In addition, The City of Pueblo recognizes that transportation infrastructure is not only vital for mobility and safety but also a component of the broader critical infrastructure network. As such, the City is committed to ensuring that all SS4A-funded activities incorporate strategies to enhance the security, resilience, and continuity of critical infrastructure systems—particularly those involving information technology (IT) and operational technology (OT).

Docusign Envelope ID: 79BFBD73-DAF8-4A0B-B585-25FF9B268F6D

ATTACHMENT G

[RESERVED]

Docusign Envelope ID: 1E1BE1DE-206D-4712-B6A0-7844C229F810

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE SUSPENDING THE PAYMENT OF THE MONTHLY STREET REPAIR UTILITY SERVICE CHARGES FOR TWELVE CONSECUTIVE MONTHS BEGINNING WITH EACH UTILITY CUSTOMER'S JANUARY 2026 UTILITY BILL

SUMMARY:

This proposed Ordinance suspends the payment of monthly street repair utility service charges for calendar year 2026.

PREVIOUS COUNCIL ACTION:

The Pueblo Street Repair Utility Enterprise ("Enterprise") was created on December 26, 2017 by Ordinance No. 9217. On May 14, 2018, by Ordinance No. 9278, the City entered into an intergovernmental agreement with the Board of Water Works regarding the billing and collection of the Enterprise's monthly service fees. On October 9, 2018, by Ordinance No. 9353, Council set the Enterprise's initial monthly service fees which went into effect February 1, 2019. On August 26, 2019, by Ordinance No. 9534, City Council established the current street repair fees which went into effect on October 1, 2019.

On November 22, 2021, by Ordinance No. 10046, City Council suspended the payment of monthly street repair utility service charges for 12 consecutive months, beginning with each utility customer's January 2022 utility bill. On November 14, 2022 by Ordinance No. SRUE-001, City Council suspended the payment of monthly street repair utility service charges for 12 consecutive months, beginning with each utility customer's January 2023 utility bill. On December 26, 2023 by Ordinance No. 10626, City Council suspended the payment of monthly street repair utility service charges for 12 consecutive months, beginning with each utility customer's January 2024 utility bill. On December 9, 2024 by Ordinance No. 10849, City Council suspended the payment of monthly street repair utility service charges for 12 consecutive months, beginning with each utility customer's January 2025 utility bill.

Docusign Envelope ID: 1E1BE1DE-206D-4712-B6A0-7844C229F810

BACKGROUND:

Section 12-11-6 of Pueblo Municipal Code authorizes City Council, as the *ex officio* governing board of the Enterprise, to establish monthly street repair utility service charges. This proposed Ordinance suspends payment of the Enterprise's monthly service fees for 12 consecutive months.

FINANCIAL IMPLICATIONS:

The suspension of the payment of utility fees would result in a projected loss of revenue for the Enterprise of approximately $2.8 million in 2026.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not applicable as the fee cannot be assessed unless based upon a fee study which has not been performed.

RECOMMENDATION:

Approval of this Ordinance.

ATTACHMENTS:

None

Docusign Envelope ID: 1E1BE1DE-206D-4712-B6A0-7844C229F810

ORDINANCE NO. 11099

AN ORDINANCE SUSPENDING THE PAYMENT OF THE MONTHLY STREET REPAIR UTILITY SERVICE CHARGES FOR TWELVE CONSECUTIVE MONTHS BEGINNING WITH EACH UTILITY CUSTOMER'S JANUARY 2026 UTILITY BILL

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

SECTION 1.

The payment of monthly street repair utility service charges to the City of Pueblo's Street Repair Utility Enterprise shall be and hereby are suspended for twelve (12) consecutive months, beginning with each utility customer's January 2026 utility bill.

SECTION 2.

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

SECTION 3.

This Ordinance shall be effective upon the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 22, 2025.

Final adoption of Ordinance by City Council on January 12, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: 1E1BE1DE-206D-4712-B6A0-7844C229F810

Action by the Mayor:

☒ Approved on 01/15/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...

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

DocuSigned by:
7C02EBDFFC3D43C...

City Clerk

Docusign Envelope ID: DF8D57C4-B064-4FE3-A20C-D64AE418F1E5

City Clerk's Office Item # S5

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE APPROVING A GRANT AWARD AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF NATURAL RESOURCES, TO PROVIDE WILDLAND FIRE MITIGATION CREW TIME TO THE CITY, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

A grant award providing for 12 weeks of crew time from a Department of Corrections SWIFT crew to assist in wildland fire mitigation in the City. Acceptance of this grant does not have any financial impacts to the City.

PREVIOUS COUNCIL ACTION:

Approval of similar Ordinance 10255 and Resolution 15802

BACKGROUND:

Approving and accepting a grant awarded to the City of Pueblo in an effort to reduce wildfire risk within the city limits. This grant will allow for wildland fire mitigation to take place along the Fountain and the Arkansas rivers.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

Docusign Envelope ID: DF8D57C4-B064-4FE3-A20C-D64AE418F1E5

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

Docusign Envelope ID: DF8D57C4-B064-4FE3-A20C-D64AE418F1E5

ORDINANCE NO. 11100

AN ORDINANCE APPROVING A GRANT AWARD AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF NATURAL RESOURCES, TO PROVIDE WILDLAND FIRE MITIGATION CREW TIME TO THE CITY, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The Grant Award Agreement ("Agreement") between and Pueblo, a Colorado Municipal Corporation, and the State of Colorado, acting by and through the Colorado Department of Natural Resources, attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 22, 2025.

Final adoption of Ordinance by City Council on January 12, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: DF8D57C4-B064-4FE3-A20C-D64AE418F1E5

Action by the Mayor:

☒ Approved on 01/15/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
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

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

Docusign Envelope ID: 3D2C2F66-85BE-4A9D-BFBD-305436CBAB96

City Clerk's Office Item # S6

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND VARIOUS COMMUNITY AGENCIES ESTABLISHING THE PUEBLO SEXUAL RESPONSE TEAM (SART) AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a Memorandum of Understanding (MOU) between the City of Pueblo (through the Police Department) and twelve other community and governmental agencies to formally establish and maintain the Pueblo Sexual Assault Response Team (SART).

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The purpose of this Memorandum of Understanding is to enhance the collaborative response to sexual assault cases within Pueblo. The Sexual Assault Response Team ("SART") ensures a coordinated, compassionate, and comprehensive approach to support individuals who have experienced sexual violence, while identifying system limitations and holding offenders accountable. The SART brings together a multidisciplinary team including law enforcement, victim advocacy groups, medical providers, and educational institutions. The partner agencies include the 10th Judicial District Attorney's Office, ACOVA, Mariposa Center for Safety, CSU Pueblo, Pueblo Child Advocacy Center, Pueblo Community College, Pueblo County DHS, Pueblo County Sheriff's Office, Pueblo Department of Public Health and Environment, Juniper Southern Colorado, Spark the Change, and Parkview Medical Center. Under this MOU, the Pueblo Police Department agrees to respond promptly to reports, conduct victim-centered investigations, coordinate with advocates and forensic professionals, and

Docusign Envelope ID: 3D2C2F66-85BE-4A9D-BFBD-305436CBAB96

participate in regular SART case review meetings. The agreement outlines protocols for confidentiality, information sharing, and cross-training among all parties.

FINANCIAL IMPLICATIONS:

There is no direct financial cost to the City of Pueblo associated with this MOU. Each party agrees to be responsible for its own liability and litigation expenses incurred as a result of participation. The City's contribution involves existing staff time and resources designated for the investigation of sexual assault cases.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

The MOU was developed through collaboration among the thirteen participating governmental and community agencies, all of whom have a documented history of working together to address sexual assault in the community.

ALTERNATIVES:

Pueblo City Council could choose not to approve this Ordinance. However, this would hinder the formal collaboration and coordinated response necessary to effectively support victims of sexual violence and investigate these crimes.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Pueblo SART MOU (1)

Docusign Envelope ID: 3D2C2F66-85BE-4A9D-BFBD-305436CBAB96

ORDINANCE NO. 11101

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND VARIOUS COMMUNITY AGENCIES ESTABLISHING THE PUEBLO SEXUAL RESPONSE TEAM (SART) AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo, through its Police Department, desires to collaborate with community partners to enhance the response to sexual assault cases; and

WHEREAS, the parties have a documented history of collaboration working to better the community by addressing sexual assault; and

WHEREAS, a coordinated, compassionate, and comprehensive approach is necessary to support victims and hold offenders accountable; NOW, THEREFORE,

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

SECTION 1.

The Memorandum of Understanding by and between the City of Pueblo and the 10th Judicial District Attorney's Office, A Community Organization for Victim Assistance (ACOVA), Mariposa Center for Safety, Colorado State University-Pueblo, Pueblo Child Advocacy Center, Pueblo Community College, Pueblo County Department of Human Services, Pueblo County Sheriff's Office, Pueblo Department of Public Health and Environment, Pueblo Rape Crisis Services Inc. (dba Juniper Southern Colorado), Spark the Change, and Parkview Medical Center, Inc., a copy of which is attached hereto and incorporated herein by reference, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

Docusign Envelope ID: 3D2C2F66-85BE-4A9D-BFBD-305436CBAB96

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 December 22, 2025.

Final adoption of Ordinance by City Council on January 12, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 01/15/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
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

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

MEMORANDUM OF UNDERSTANDING
SEXUAL ASSAULT RESPONSE TEAM (SART)

This Memorandum of Understanding (MOU) is entered into and made effective July ___, 2025 ("Effective Date"), by and between: 10th Judicial District Attorney's Office (DA); A Community Organization for Victim Assistance (ACOVA); Mariposa Center for Safety (MCS); Colorado State University Pueblo (CSU Pueblo); Pueblo Child Advocacy Center (PCAC); Pueblo Community College (PCC); Pueblo County Department of Human Services (PCDHS); Pueblo County Sheriff's Office (PCSO); Pueblo Department of Public Health and Environment (PDPHE); Pueblo Police Department (PPD); Pueblo Rape Crisis Services. Inc. (dba Juniper Southern Colorado (Juniper SoCO)); Spark the Change (Spark); and Parkview Medical Center, Inc. (Parkview). For purposes of this MOU, each participating agency may be referred to as a "Party" or "Agency" or collectively as "Parties" or "Agencies."

RECITALS

WHEREAS, the Parties have come together to collaborate and develop a Sexual Assault Response Team (SART) in Pueblo, Colorado; and

WHEREAS, the Parties have a documented history of collaboration among governmental and community agencies working to better the community by addressing sexual assault.

NOW THEREFORE, each participating Agency indicates its commitment to implementing and maintaining the SART as described herein.

AGREEMENT

1. Purpose

The purpose of this MOU is to enhance the collaborative response to sexual assault cases, ensuring a coordinated, compassionate, and comprehensive approach to support individuals who have experienced sexual violence, identify limitations in and among systems, and hold offenders accountable.

2. Description of Partner Agencies.

10th Judicial District Attorney's Office (DA). The District Attorney's Office represents the State of Colorado in criminal cases that occur in Pueblo County. Prosecutors review evidence from law enforcement to decide whether charges should be filed. They lead criminal prosecutions in court, support investigations with legal guidance, and work to protect the rights of everyone involved.

A Community Organization for Victim Assistance (ACOVA). ACOVA is a systems-based

advocacy program that responds to people impacted by crime or crisis in Pueblo County. Trained volunteer advocates provide on-scene crisis intervention, emotional support, and referrals to community resources. They help ensure victims know their rights, assist with safety planning, protection orders, and guide individuals through the criminal justice process.

Colorado State University Pueblo (CSUP). CSUP is committed to creating a safe and supportive campus environment. The Office of Civil Rights Compliance and Title IX ensures compliance with Title IX regulations, which prohibits sex-based discrimination, including sexual harassment and sexual violence, in educational programs and activities. Through prevention education, support services, and a fair resolution process, the office works to ensure that all students, staff, and faculty can learn and work free from discrimination and harassment.

Mariposa Center for Safety (MCS). MCS is a community-based advocacy agency dedicated to supporting survivors of domestic and intimate partner violence, family violence, sexual assault, and human trafficking. MCS provides a range of trauma-informed services aimed at increasing safety, self-sufficiency, and empowerment. These services include confidential shelter for those fleeing violence, a 24/7 crisis hotline, case management and advocacy both in and out of shelter, and access to basic needs such as food and hygiene items. MCS also offers court accompaniment, safety planning, and referrals to other community resources. In addition to direct services, MCS provides the community with training and education to raise awareness and strengthen community response to domestic and intimate partner violence.

Parkview Medical Center, Inc. (Parkview). Parkview is an acute care hospital in Pueblo, Colorado, that offers specialized services to survivors of sexual violence through its Forensic Nurse Examiner (FNE) program. This program provides private, trauma-informed medical examinations that include the collection of forensic evidence, conducted by nurses with specialized training in forensic care. Parkview ensures the examinations follow medically-sound best practices, maintains the chain of custody for all forensic evidence, and offers referrals or recommendations for any necessary follow-up medical services.

Pueblo Child Advocacy Center (PCAC). PCAC is a systems-based advocacy agency dedicated to empowering children and strengthening families by reducing trauma and restoring hope. PCAC provides a safe, child-friendly environment for the multidisciplinary investigation of child abuse, bringing together professionals from law enforcement, child protective services, prosecution, medical care, mental health, and advocacy to ensure a coordinated, trauma-informed response. Specially trained forensic interviewers conduct developmentally appropriate, non-leading interviews with child victims and witnesses. Additional services include medical evaluations, evidence-based mental health counseling, and advocacy for non-offending caregivers. Through compassionate support and collaboration, PCAC works to minimize retraumatization, promote healing, and support children and families throughout the investigative process.

Pueblo Community College (PCC). PCC is the local community college. PCC's Title IX/VII Coordinator ensures compliance with Title IX regulations, which prohibits sex-based discrimination, including sexual harassment and sexual violence, in educational programs and activities. Through prevention education, support services, and a fair resolution process, the office works to ensure that all students, staff, and faculty can learn and work free from discrimination and harassment.

Pueblo County Sheriff's Office (PCSO). PCSO responds promptly to reports of criminal activity and conducts initial investigations based on available evidence. Officers are highly trained to conduct investigations in a thorough and victim-centered manner coordinating closely with advocates and forensic professionals to minimize trauma.

Pueblo County Department of Human Services (PCDHS). PCDHS's Child Welfare Division is responsible for responding to reports of child abuse and neglect, with services that include protective interventions, foster care, adoption, and adolescent support. Caseworkers assess immediate safety needs, conduct investigations, and determine whether protective action is necessary to ensure the well-being of children. Whenever safely possible, the division works to keep families together by providing support services and resources that help caregivers address challenges and create safe, stable, and nurturing environments. PCDHS also participates in multidisciplinary case reviews to offer insight on family dynamics and ensure that children and their families receive coordinated and appropriate support.

Pueblo Department of Public Health and Environment (PDPHE). PDPHE is dedicated to promoting community health and protecting the environment across Pueblo County. Through its community-based clinic, PDPHE provides confidential reproductive health services including family planning, STD/STI and HIV testing and treatment, and wellness exams. The department also offers sexual health education to individuals of all ages, including youth in schools, and provides anonymous sexual and reproductive health information for young people through the Go Ask Tara platform. In addition, PDPHE assists in collecting and analyzing community-level data and also supports and/or leads public awareness campaigns focused on health and violence prevention.

Pueblo Police Department (PPD). PPD responds promptly to reports of criminal activity and conducts initial investigations based on available evidence. Officers are highly trained to conduct investigations in a thorough and victim-centered manner coordinating closely with advocates and forensic professionals to minimize trauma.

Pueblo Rape Crisis Services (dba, Juniper Southern Colorado (Juniper SoCO)). Juniper SoCO is a community-based agency focused on sexual violence intervention and prevention. Privileged confidential advocates empower survivors by providing advocacy, emotional support, and raising community awareness to reduce sexual violence. Juniper SoCO provides 24/7 confidential advocacy through a hotline, accompanies survivors during medical exams, law

enforcement interviews, and court proceedings, and offers information about reporting options, community resources, and forensic medical exams conducted by forensic nurse examiners. In addition to direct services, Juniper SoCO provides the community with training and education to raise awareness and strengthen community response to sexual violence and prevention.

Spark the Change (Spark). Spark is a Colorado-based nonprofit dedicated to inspiring positive change through volunteerism, service, and civic engagement. Its Mental Wellness Program promotes health equity by connecting skilled mental health professionals with individuals facing barriers to care, offering no-cost counseling for survivors of sexual violence, support groups, and community partner assistance. Spark leads workforce development and continuing education for mental health providers, and chairs the Mental Wellness Task Force of Southern Colorado. They actively participate in multidisciplinary efforts to improve mental health access, ensuring survivor-centered care and contributing to trauma-informed protocols and services.

3. Responsibilities of All Agencies.

- The SART will meet regularly to review cases, discuss challenges, identify areas for improvement, share upcoming education/events, and discuss legislative changes and updates. Meetings will be scheduled upon mutual agreement of the Parties, and will include representatives from all participating organizations.
- Parties agree to actively participate in SART meetings and collaborative efforts, working together to provide a seamless, coordinated response to individuals who have experienced sexual violence.
- Agencies, when able, will ensure clear, timely, and professional communication to prevent gaps in care and enhance the overall support system for survivors.
- Agencies agree to make referrals and/or provide resources in accordance with their respective service procedures and mandates.
- Agencies will uphold strict confidentiality, ensuring that all information shared with the SART remains confidential and is not disclosed. This includes maintaining the privacy of any case details, personal information, and sensitive discussions that may occur within the team.
- Agencies will ensure that all case-related information shared is relevant and necessary to provide appropriate services to individuals who have experienced sexual violence while maintaining privacy.
- Agencies will participate in regular case review meetings to assess service delivery, identify gaps, and review best practices to improve outcomes of individuals who have experienced sexual violence.
- Agencies will provide feedback on cases and share insights based on their expertise to help improve community response to sexual violence.
- The Parties commit to participate in ongoing training and education to ensure all SART members are up to date and knowledgeable about best practices in responding to sexual violence. This includes cross-training among Parties and participation in relevant

workshops and conferences.

4. <u>Information Sharing.</u>

The Agencies agree that timely and respectful information sharing is critical to providing coordinated, trauma-informed responses to survivors of sexual assault. All individual representatives of the Agencies agree to share information relevant to sexual assault cases while maintaining their respective confidentiality policies and complying with all applicable laws and regulations, including, Colorado Revised Statute § 13-90-107, the Health Insurance Portability and Accountability Act (HIPAA), and the Family Educational Rights and Privacy Act (FERPA), as applicable. To that end:

1. Each agency will designate a primary point of contact responsible for communication and information sharing related to SART coordination and case collaboration. Changes to this point of contact will be communicated to the SART Coordinator.
2. All Parties will adhere to their respective confidentiality obligations, including those established by state and federal laws (e.g., HIPAA, 42 CFR Part 2, VAWA confidentiality provisions, and Colorado victim advocate privilege laws). No agency is expected to share information that would violate these laws or compromise survivor safety, confidentiality, or trust.
    a. The following items serve as a non-inclusive list of the confidentiality requirements Agencies agree to uphold while participating in SART activities.
        i. Each Agency is responsible for maintaining privilege or confidentiality to the extent required by their respective professions and the law.
        ii. Each individual member of the team is bound by their professional ethics and legal obligations to share information within their organization only to the extent allowed by law and required by their professional ethical responsibilities.
        iii. All personally identifiable information, such as the survivor's name, date of birth, or social security number, in the case review information or discussions are to be regarded as confidential. As a team member you are expected to:
            1. Protect and secure information in your possession.
            2. Not discuss or share specific information about individual cases or the process of the case review outside of the meeting except if the member organization is required by legal or professional ethical duties.
            3. Return all written case information to the SART meeting coordinator at the conclusion of the case review meeting.
            4. Not photocopy or duplicate case review information.
        iv. Refrain from using individual's names (including family members or other witness names) or other personally identifiable information during the case

review process.

3. Information will only be shared with the survivor's informed, written consent, unless otherwise permitted or required by law. Each Party is responsible for obtaining and documenting appropriate releases of information when required.
4. If needed to comply with legal or funding requirements, the Parties agree to enter into additional agreements (such as a HIPAA Business Associate Agreement or Memorandum of Understanding for information sharing) to formalize how specific information may be shared and protected.
5. Information sharing shall always be guided by a survivor-centered and trauma-informed approach. No information will be shared that could increase the risk of harm to the survivor.

5. Miscellaneous Provisions.

- The term of this MOU shall begin upon Effective Date of this MOU first set forth above and shall remain in effect indefinitely, unless terminated by the Parties. Any participating Agency may withdraw from the MOU at any time by written notification to the other Parties. The MOU can be terminated at any time if agreed upon by mutual consent of the Parties.
- This MOU may be modified or amended at any time by consent of all Parties. Any modifications or amendments to this MOU shall be in writing and signed by an authorized representative of each Party.
- This MOU shall be reviewed and updated minimally every 2 years with changes being approved by all Agencies.
- Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own litigation expenses or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any of the applicable limitations of liability, including governmental immunity as provided by Federal law, the Colorado Government Immunity Act, C.R.S. § 24-10-101, *et seq.* and Article XI of the Colorado Constitution.
- This MOU is an agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or the public. It is the express intention of the Parties hereto that any person or entity other than the Parties to this MOU receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
- This MOU may be executed in multiple counterparts, each of which shall be deemed an original instrument, but all of which, taken together, shall constitute one instrument.

The undersigned signatories have read and agree with all terms and conditions stated by this MOU and agree to be bound by its terms and conditions. Further, by signing below, each signatory acknowledges and certifies the signatory has vested authority to enter into this MOU on behalf of the Party we represent.

10th Judicial District Attorney's Office

_____

Name:
Title:

A Community Organization for Victim Assistance

_____

Name:
Title:

Colorado State University Pueblo

_____

Name:
Title:

Mariposa Center for Safety

_____

Name:
Title:

Parkview Medical Center, Inc.

_____

Name:
Title:

Pueblo Child Advocacy Center

_____

Name:
Title:

Pueblo Community College

_____

Name:
Title:

Pueblo County Department of Human Services

_____

Name:
Title:

Pueblo County Sheriff's Office

_____

Name:
Title:

Pueblo Department of Public Health and Environment

_____

Name:
Title:

Pueblo Police Department

_____

Name:
Title:

Pueblo Rape Crisis Services. Inc.

_____

Name:
Title:

Spark the Change

_____

Name:
Title:

Docusign Envelope ID: 4620DD8E-D059-4618-8DA8-B19B3945CDCB

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE TRANSFERRING $1,721,401.66 FROM PROJECT CI2426 – CITY COUNCIL AND DEPARTMENT RELOCATION PROJECT TO PROJECT CI2524 – MEMORIAL AIRPORT RENOVATIONS PROJECT FOR THE RENOVATION, UPGRADE, AND EXPANSION OF THE PUEBLO MEMORIAL AIRPORT TERMINAL

SUMMARY:

This Ordinance transfers $1,721,401.66 from Project CI2426 – City Council and Department Relocation Project to Project CI2524 – Memorial Airport Renovations Project for the renovation, upgrade, and expansion of the Pueblo Memorial Airport Terminal.

PREVIOUS COUNCIL ACTION:

City Council previously approved Ordinance 10158 transferring $362,288.40 to Project AP2203 and awarding a design contract to CSHQA, Inc. for the development of shovel ready construction plans.

BACKGROUND:

The funds in Project CI2426 – City Council and Department Relocation Project were previously allocated for the purchase of the Wells Fargo Building. The City did not purchase the Wells Fargo Building as anticipated. A portion of the funds were previously transferred from this account for the purchase of the property at 650 Dittmer Ave. This ordinance transfers all but $197,582.00 of the remaining funds in Project CI2426 to Project CI2524 to partially fund the renovation of the Pueblo Memorial Airport.

The Pueblo Memorial Airport is a great asset to Pueblo but needs renovations to attract more air traffic to the airport for tourism and business. The renovations include an expansion and remodel of the terminal building passenger hold area, the addition of two single-user restrooms, a new fire suppression system throughout the airport, upgrading the existing bathroom to make ADA compliant, and modernization of the adjacent interior and exterior spaces. The total cost of the project including all alternates is $6,010,041.35

Docusign Envelope ID: 4620DD8E-D059-4618-8DA8-B19B3945CDCB

as follows:

Base Contract		**Additional Alternatives**		**Other Necessary Improvements**	
Site Improvements	$383,745				
Terminal Expansion &Remodel	$2,542,814				
Permit & Plan Check Fees	$9,200				
Construction Administration	$155,858				
Subtotal	**$3,091,617**				
		Upgrade Restrooms ADA Compliant	$264,308		
		Modernize Front Façade	$654,479		
		Modernize Finishes	$233,896		
Subtotal	**$4,244,300**				
				Badging System Upgrade	$136,989
				Mud Jacking	$22,210
Subtotal	**$4,403,499**				
		Construction Management and Oversight	$800,000		
Subtotal	**$5,203,499**				
5% Inflation per bid	**$260,174.95**				
Subtotal	**$5,463,673.95**				
10% Contingency	**$546,367.40**				

Docusign Envelope ID: 4620DD8E-D059-4618-8DA8-B19B3945CDCB

Total	**$6,010,041.35**				

FINANCIAL IMPLICATIONS:

If approved, funds in the amount of $1,721,401.66 will be transferred from the City Council and Department Relocation Project – CI2426 to the Memorial Airport Renovations Project – CI2524. Additional funds in the amount of $4,288,640.00 will need to be transferred from the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund to Project ED2504 – Memorial Airport Renovations Project to fully fund the renovations.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council could deny the Ordinance, in which case the renovations to the Pueblo Memorial Airport will not be completed.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. CSHQA, Inc.'s Estimate of Possible Cost
2. Foundation Underpinning-Mud Jacking Estimate
3. Hight Point Networks Airport Access Control Project Estimate

Docusign Envelope ID: 4620DD8E-D059-4618-8DA8-B19B3945CDCB

ORDINANCE NO. 11102

AN ORDINANCE TRANSFERRING $1,721,401.66 FROM PROJECT CI2426 – CITY COUNCIL AND DEPARTMENT RELOCATION PROJECT TO PROJECT CI2524 – MEMORIAL AIRPORT RENOVATIONS PROJECT FOR THE RENOVATION, UPGRADE, AND EXPANSION OF THE PUEBLO MEMORIAL AIRPORT TERMINAL

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

SECTION 1.

Funds in the amount of $1,721,401.66 are hereby transferred from Project CI2426 into Project AP2203 – Airport Terminal Remodel Design and Construction Project.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 22, 2025.

Final adoption of Ordinance by City Council on January 12, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: 4620DD8E-D059-4618-8DA8-B19B3945CDCB

Action by the Mayor:

☒ Approved on 01/15/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...

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

DocuSigned by:

_____

7C02EBDFFC3D43C...

City Clerk

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

MASTER SUMMARY

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION			COST/SF	TOTAL
SITE IMPROVEMENTS				$383,745
TERMINAL EXPANSION & REMODEL	4,150	SF	612.73	$2,542,814
PERMIT & PLAN CHECK FEES	1	LS		$9,200
CONSTRUCTION ADMINISTRATION	1	LS		$155,858
TOTAL (Building & Site)				$3,091,617

ADD ALTERNATES:

1) UPGRADE RESTROOMS	$264,308
2) MODERNIZE FRONT FAÇADE	$654,479
3) MODERNIZE FINISHES	$233,896
4) Security Access points	$137,000
5) Foundation Repair	$23,000
6) Construction management and oversight	$800,000
TOTAL:	$5,204,300

420 000

5,624,300K

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Construction Administration is Included on Master Summary.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

Parametrix, Inc. (801) 733-5900

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

MASTER SUMMARY

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION			COST/SF	TOTAL
SITE IMPROVEMENTS				$383,745
TERMINAL EXPANSION & REMODEL	4,150	SF	612.73	$2,542,814
PERMIT & PLAN CHECK FEES	1	LS		$9,200
CONSTRUCTION ADMINISTRATION	1	LS		$155,858
TOTAL (Building & Site)				$3,091,617

ADD ALTERNATES:

1) UPGRADE RESTROOMS	$264,308
2) MODERNIZE FRONT FAÇADE	$654,479
3) MODERNIZE FINISHES	$233,896

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Construction Administration is Included on Master Summary.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

Parametrix, Inc. (801) 733-5900

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

SITE IMPROVEMENTS

S U M M A R Y

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION		COST/SF	TOTAL
02 EXISTING CONDITIONS			$35,925
31 EARTHWORK			$17,280
32 EXTERIOR IMPROVEMENTS			$180,201
33 UTILITIES			$24,944
SUB-TOTAL			$258,349
CONTRACTOR GENERAL CONDITIONS	15.0%		$38,752
CONTRACTOR BOND & INSURANCE	2.5%		$6,459
CONTRACTOR OVERHEAD & PROFIT	10.0%		$25,835
SUB-TOTAL			$329,395
DESIGN / MARKET CONTINGENCY, ALLOW	15.0%		$49,409
INFLATION TO SPRING 2025, ALLOW	1.5%		$4,941
TOTAL (Construction)			$383,745

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

SITE IMPROVEMENTS

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
02 EXISTING CONDITIONS				
Demolition, Site Related:				
Pavement Sawcutting	1,421	LF	10.17	$14,452
Remove Asphalt Paving	669	SY	8.27	$5,533
Remove Concrete Paving	2,070	SF	1.22	$2,525
Remove Curb & Gutter	230	LF	2.71	$623
Remove Retaining Wall / Foundations	26	LF	88.08	$2,290
Remove Landscaping	2,410	SF	0.95	$2,290
Remove / Relocate Monument	1	LS	1,750	$1,750
Remove Utility Lines	77	LF	14.91	$1,148
Remove / Infill Utility Structures	2	EA	657.18	$1,314
Remove Misc Items, Allow	1	LS	4,000	$4,000
				$35,925
31 EARTHWORK				
Earthwork, Site Related:				
Contractors Quality Control Program (CQCP)	1	LS	5,500	$5,500
Temporary Air & Water Pollution, Soil Erosion & Siltation Control	1	LS	6,500	$6,500
Site Clearing & Preparation	11,000	SF	0.48	$5,280
				$17,280

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

SITE IMPROVEMENTS

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
32 EXTERIOR IMPROVEMENTS				
Site Improvements:				
Temporary Fencing / Gates	850	LF	11.05	$9,393
Mobilization	1	LS	16,000	$16,000
Asphalt Pavement w/ Base (10" Total)	323	SY	44.72	$14,422
Concrete Pavement w/ Base, 5"	5,252	SF	11.73	$61,606
Concrete Curb & Gutter	455	LF	37.94	$17,263
Concrete ADA Ramp w/ Detectable Surface	696	SF	21.68	$15,089
Pavement Striping / Markings	424	LF	4.07	$1,726
Concrete Safety Bollards	16	EA	1,795	$28,726
Sidewalk Chase w/ Grate	43	LF	223.58	$9,614
Landscaping, Seeding	771	SF	0.34	$262
Site Furnishings, Minimal	1	LS	600.00	$600
Protect Existing Items, Allow	1	LS	5,500	$5,500
				$180,201

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

SITE IMPROVEMENTS

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
33 UTILITIES				
Utilities:				
Fire Service Water Line, 8"	8	LF	142.28	$1,138
Fire Service Water Line, 6"	203	LF	111.11	$22,555
Site Lighting, Allow	1	LS	1,250	$1,250
				$24,944
SUB-TOTAL				**$258,349**
CONTRACTOR GENERAL CONDITIONS	**15.0%**			**$38,752**
CONTRACTOR BOND & INSURANCE	**2.5%**			**$6,459**
CONTRACTOR OVERHEAD & PROFIT	**10.0%**			**$25,835**
SUB-TOTAL				**$329,395**
DESIGN / MARKET CONTINGENCY, ALLOW	**15.0%**			**$49,409**
INFLATION TO SPRING 2025, ALLOW	**1.5%**			**$4,941**
TOTAL (Construction)				**$383,745**

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

S U M M A R Y

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION				COST/SF	TOTAL
02 EXISTING CONDITIONS				8.75	$36,311
03 CONCRETE				16.97	$70,428
05 METALS				35.01	$145,299
06 WOOD AND PLASTICS				1.29	$5,352
07 THERMAL AND MOISTURE PROTECTION				51.94	$215,543
08 DOORS AND WINDOWS				26.25	$108,942
09 FINISHES				46.06	$191,151
10 SPECIALTIES				1.84	$7,632
12 FURNISHINGS				28.17	$116,921
13 SPECIAL CONSTRUCTION				1.81	$7,500
21 FIRE SUPPRESSION				63.35	$262,908
22 PLUMBING				11.06	$45,918
23 HEATING, VENTILATING & AIR CONDITIONING				35.62	$147,825
26 ELECTRICAL				23.16	$96,101
27 COMMUNICATIONS				3.25	$13,481
28 ELECTRONIC SAFETY & SECURITY				37.86	$157,120
31 EARTHWORK				20.11	$83,468
SUB-TOTAL		4,150	SF	412.51	$1,711,900
CONTRACTOR GENERAL CONDITIONS	15.0%			61.88	$256,785
CONTRACTOR BOND & INSURANCE	2.5%			10.31	$42,798
CONTRACTOR OVERHEAD & PROFIT	10.0%			41.25	$171,190
SUB-TOTAL		4,150	SF	525.95	$2,182,673
DESIGN / MARKET CONTINGENCY, ALLOW	15.0%			78.89	$327,401
INFLATION TO SPRING 2025, ALLOW	1.5%			7.89	$32,740
TOTAL (Construction)		4,150	SF	612.73	$2,542,814

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
02 EXISTING CONDITIONS				
Sawcut & Remove Concrete Slab on Grade	130	SF	7.80	$1,014
Remove Columns & Covers	5	EA	650.00	$3,250
Remove Column Covers	9	EA	203.25	$1,829
Remove Walls / Windows	1,120	SF	10.84	$12,141
Remove Door & Frame	3	EA	135.50	$407
Remove Floor Finishes	2,060	SF	1.16	$2,390
Remove Ceiling Finishes	2,060	SF	1.43	$2,946
Remove Soffit / Parapet	950	SF	5.09	$4,836
Remove & Salvage TSA Equipment (Search Room)	1	LS	1,500	$1,500
Remove Misc Items, Allow	1	LS	6,000	$6,000
			8.75	**$36,311**
03 CONCRETE				
Concrete Pile Caps, Reinf	15	CY	1,050	$15,752
Concrete Grade Beams, Reinf - 16"	10	CY	1,016	$10,163
Concrete Stem Walls, Reinf - 8"	380	SF	47.77	$18,153
Concrete Slab on Grade w/ Base, Reinf - 4"	2,208	SF	10.10	$22,301
Concrete Slab Infill	130	SF	12.00	$1,560
Concrete Slab / Foundation Tie-in, Allow	1	LS	2,500	$2,500
			16.97	**$70,428**

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
05 METALS				
Steel Structure, WF - Columns	4	TON	6,098	$24,390
Steel Structure, WF - Roof	9	TON	6,098	$54,878
Steel Structure, OWSJ - Roof	2	TON	5,352	$10,705
Steel Structure, Misc	4	TON	8,266	$33,062
Steel Structure, Moment Connections	13	EA	813.00	$10,569
Steel Deck, Roof	2,550	SF	2.92	$7,446
Steel Structure Tie-in, Allow	1	LS	4,250	$4,250
			35.01	**$145,299**
06 WOOD AND PLASTICS				
Millwork, Gate Podium w/ Solid Top	1	EA	5,352	$5,352
			1.29	**$5,352**
07 THERMAL AND MOISTURE PROTECTION				
Rigid Insulation & Dampproofing, Foundation	475	SF	5.63	$2,674
Membrane Roofing w/ Insulation & Flashings	2,550	SF	25.75	$65,663
Membrane Roofing, Extend Up Wall	950	SF	9.29	$8,826
Membrane Roofing, Patch & Repair Existing	300	SF	20.33	$6,099
Metal Siding, Soffit	940	SF	21.68	$20,379
Metal Siding, Exterior Wall	1,620	SF	23.04	$37,325
Metal Panel, Column Cover	15	EA	1,220	$18,293
Metal Panel Coping / Flashings, Pre-Finished	355	LF	70.46	$25,013
Metal Expansion Joint Cover	152	LF	48.78	$7,415
Metal Panel Screenwall w/ Supports	430	SF	45.40	$19,522
Joint Sealants & Firesafing	2,550	SF	1.70	$4,335
			51.94	**$215,543**

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
08 DOORS AND WINDOWS				
Aluminum Storefront Window System, Insul Glazing	1,075	SF	81.30	$87,398
Entry Door w/ Frame & Hardware - Sliding	1	EA	5,217	$5,217
Entry Door w/ Frame & Hardware - Single	2	EA	3,117	$6,233
HM Door w/ Frame & Hardware - Single	3	EA	2,168	$6,504
Automatic Door Opener	1	EA	3,591	$3,591
			26.25	**$108,942**
09 FINISHES				
Metal Stud Wall w/ Gyp Board & Insulation, Exterior	1,920	SF	21.68	$41,626
Metal Stud Wall w/ Gyp Board & Insulation, Interior	2,292	SF	18.97	$43,479
Metal Stud Furring w/ Gyp Board & Insulation, Wall / Ceiling	1,890	SF	15.59	$29,465
Acoustical Tile Ceiling w/ Grid	2,210	SF	6.58	$14,542
Porcelain Tile, Floor	128	SF	14.91	$1,908
Porcelain Tile, Wall	560	SF	15.59	$8,730
Porcelain Tile, Base	64	LF	6.78	$434
Carpet Tile, Commercial Grade	435	SY	52.85	$22,990
Entry Carpet Tile, Commercial Grade	12	SY	63.69	$764
Wall Coverings	1,160	SF	6.44	$7,470
Rubber Base, Wall	356	LF	2.58	$918
Paint, Wall & Ceiling - Allow	2,500	SF	2.11	$5,275
Paint / Stain, Door & Frame	3	EA	182.93	$549
Paint, Exterior Elements - Allow	1	LS	5,500	$5,500
Patch & Repair, Allow	1	LS	7,500	$7,500
			46.06	**$191,151**

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
10 SPECIALTIES				
Bath Accessories, Small	2	SET	860.43	$1,721
Wall Signage / Graphics	1	LS	4,500	$4,500
Building Specialties, Misc.	4,150	SF	0.34	$1,411
			1.84	**$7,632**
12 FURNISHINGS				
Hold Room Furniture	143	SEAT	677.50	$96,883
Window Shades, Motorized	1,075	SF	18.64	$20,038
			28.17	**$116,921**
13 SPECIAL CONSTRUCTION				
Relocate TSA Search Room, Allow	1	LS	7,500	$7,500
			1.81	**$7,500**
21 FIRE SUPPRESSION				
Fire Sprinkler System:				
Fire Sprinkler System	43,600	SF	6.03	$262,908
			63.35	**$262,908**

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
22 PLUMBING				
Plumbing Fixture, Water Closet	2	EA	2,033	$4,065
Plumbing Fixture, Lavatory / Sink	2	EA	1,084	$2,168
Plumbing Fixture, Roof Drain	6	EA	453.93	$2,724
Plumbing Piping, Per Fixture	10	EA	2,846	$28,455
Plumbing Equipment, Electric Water Heater	2	EA	3,049	$6,098
Plumbing Specialties	2,210	SF	1.09	$2,409
			11.06	**$45,918**
23 HEATING, VENTILATING & AIR CONDITIONING				
Sheetmetal Duct & Insulation	1,989	LBS	18.91	$37,612
Grilles, Registers & Diffusers	20	EA	318.43	$6,369
Exhaust Fans - 70 CFM	2	EA	1,220	$2,439
Roof Top Unit - 3,400 CFM	1	EA	46,748	$46,748
HVAC Piping & Specialties	2,210	SF	12.20	$26,962
HVAC Control System	2,210	SF	10.84	$23,956
HVAC Test & Balance	24	HRS	155.83	$3,740
HVAC Test & Balance				In Other Budget
			35.62	**$147,825**

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
26 ELECTRICAL				
Main Distribution Panel, Tie-Into Existing	1	EA	3,049	$3,049
Distribution Panels, 225 Amp	2	EA	4,268	$8,537
Light Fixtures, LED	102	EA	359.08	$36,626
Light Switches / Sensors	14	EA	155.83	$2,182
Power Outlets	30	EA	142.28	$4,268
Floor Combo Outlets	10	EA	562.33	$5,623
Equipment Connections	1	LS	1,650	$1,650
Lighting Control System	2,210	SF	1.50	$3,315
Feeder & Branch Circuitry	2,210	SF	12.40	$27,404
Electrical Specialties	2,210	SF	1.56	$3,448
			23.16	**$96,101**
27 COMMUNICATIONS				
Telecom / Data System	2,210	SF	6.10	$13,481
			3.25	**$13,481**
28 ELECTRONIC SAFETY & SECURITY				
Fire Alarm System	43,600	SF	3.26	$142,136
Security Electronics	2,210	SF	6.78	$14,984
			37.86	**$157,120**

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION		QUANTITY	UNIT	COST/SF	TOTAL
31 EARTHWORK					
Earthwork, Building Related:					
Concrete Drilled Piers, 18"		420	VF	162.60	$68,292
Excavation & Backfill, Foundation		200	CY	75.88	$15,176
				20.11	**$83,468**
SUB-TOTAL		**4,150**	**SF**	**412.51**	**$1,711,900**
CONTRACTOR GENERAL CONDITIONS	**15.0%**			**61.88**	**$256,785**
CONTRACTOR BOND & INSURANCE	**2.5%**			**10.31**	**$42,798**
CONTRACTOR OVERHEAD & PROFIT	**10.0%**			**41.25**	**$171,190**
SUB-TOTAL		**4,150**	**SF**	**525.95**	**$2,182,673**
DESIGN / MARKET CONTINGENCY, ALLOW	**15.0%**			**78.89**	**$327,401**
INFLATION TO SPRING 2025, ALLOW	**1.5%**			**7.89**	**$32,740**
TOTAL (Construction)		**4,150**	**SF**	**612.73**	**$2,542,814**

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 1 - UPGRADE RESTROOMS

S U M M A R Y

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION		COST/SF	TOTAL
02 EXISTING CONDITIONS			$11,403
09 FINISHES			$44,051
10 SPECIALTIES			$47,258
22 PLUMBING			$60,048
23 HEATING, VENTILATING & AIR CONDITIONING			$2,534
26 ELECTRICAL			$12,647
SUB-TOTAL			$177,940
CONTRACTOR GENERAL CONDITIONS	15.0%		$26,691
CONTRACTOR BOND & INSURANCE	2.5%		$4,449
CONTRACTOR OVERHEAD & PROFIT	10.0%		$17,794
SUB-TOTAL			$226,874
DESIGN / MARKET CONTINGENCY, ALLOW	15.0%		$34,031
INFLATION TO SPRING 2025, ALLOW	1.5%		$3,403
TOTAL (Construction)			$264,308

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 1 - UPGRADE RESTROOMS

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
02 EXISTING CONDITIONS				
Remove Floor Finishes	850	SF	1.16	$986
Remove Ceiling Finishes	850	SF	1.43	$1,216
Remove Vanity Counter	22	LF	35.91	$790
Remove Bath Accessories	2	SET	196.48	$393
Remove Toilet Partition / Screen	17	EA	101.63	$1,728
Remove Plumbing Fixtures	24	EA	210.03	$5,041
Remove Misc Items, Allow	1	LS	1,250	$1,250
				$11,403
09 FINISHES				
Acoustical Tile Ceiling w/ Grid	850	SF	6.58	$5,593
Restroom Tile, Floor	850	SF	14.91	$12,674
Restroom Tile, Wall	1,440	SF	15.59	$22,450
Restroom Tile, Base	160	LF	6.78	$1,085
Patch & Repair, Allow	1	LS	2,250	$2,250
				$44,051
10 SPECIALTIES				
Toilet Partitions / Urinal Screens	17	EA	2,371	$40,311
Bath Accessories, Medium	2	SET	3,184	$6,369
Building Signage & Graphics	850	SF	0.68	$578
				$47,258

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 1 - UPGRADE RESTROOMS

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
22 PLUMBING				
Plumbing Fixture, Water Closet	12	EA	2,033	$24,390
Plumbing Fixture, Urinals	4	EA	1,897	$7,588
Plumbing Fixture, Wash Basin	2	EA	5,759	$11,518
Plumbing Fixture, Elec Water Cooler w/ Bottle Filler	1	EA	3,049	$3,049
Plumbing Piping, Per Fixture - Tie-Into Existing	19	EA	643.63	$12,229
Plumbing Specialties / Misc Work	850	SF	1.50	$1,275
				$60,048
23 HEATING, VENTILATING & AIR CONDITIONING				
Grilles, Registers & Diffusers	6	EA	318.43	$1,911
HVAC Test & Balance	4	HRS	155.83	$623
				$2,534

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 1 - UPGRADE RESTROOMS

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
26 ELECTRICAL				
Light Fixtures, LED	28	EA	359.08	$10,054
Electrical Specialties / Misc Work	850	SF	3.05	$2,593
				$12,647
SUB-TOTAL				**$177,940**
CONTRACTOR GENERAL CONDITIONS	**15.0%**			**$26,691**
CONTRACTOR BOND & INSURANCE	**2.5%**			**$4,449**
CONTRACTOR OVERHEAD & PROFIT	**10.0%**			**$17,794**
SUB-TOTAL				**$226,874**
DESIGN / MARKET CONTINGENCY, ALLOW	**15.0%**			**$34,031**
INFLATION TO SPRING 2025, ALLOW	**1.5%**			**$3,403**
TOTAL (Construction)				**$264,308**

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 2 - MODERNIZE FRONT FAÇADE

S U M M A R Y

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION		COST/SF	TOTAL
02 EXISTING CONDITIONS			$26,091
03 CONCRETE			$25,203
05 METALS			$84,165
07 THERMAL AND MOISTURE PROTECTION			$142,957
08 DOORS AND WINDOWS			$65,934
09 FINISHES			$37,093
31 EARTHWORK			$48,645
SUB-TOTAL			$440,616
CONTRACTOR GENERAL CONDITIONS	15.0%		$66,092
CONTRACTOR BOND & INSURANCE	2.5%		$11,015
CONTRACTOR OVERHEAD & PROFIT	10.0%		$44,062
SUB-TOTAL			$561,785
DESIGN / MARKET CONTINGENCY, ALLOW	15.0%		$84,268
INFLATION TO SPRING 2025, ALLOW	1.5%		$8,427
TOTAL (Construction)			$654,479

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 2 - MODERNIZE FRONT FAÇADE

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
02 EXISTING CONDITIONS				
Remove Walls / Windows	1,730	SF	10.84	$18,753
Remove Door & Frame	6	EA	135.50	$813
Remove Soffit Panel	500	SF	3.87	$1,935
Remove Sunshade Device	190	SF	16.26	$3,089
Remove Misc Items, Allow	1	LS	1,500	$1,500
				$26,091
03 CONCRETE				
Concrete Pile Caps, Reinf	24	CY	1,050	$25,203
				$25,203
05 METALS				
Steel Structure, TS - Roof	6	TON	6,775	$40,650
Steel Structure, WF - Columns	3	TON	6,098	$18,293
Steel Structure, Misc	2	TON	8,266	$16,531
Steel Deck, Roof	1,778	SF	2.92	$5,192
Steel Structure Tie-in, Allow	1	LS	3,500	$3,500
				$84,165

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 2 - MODERNIZE FRONT FAÇADE

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
07 THERMAL AND MOISTURE PROTECTION				
Metal Siding, Soffit	2,212	SF	21.68	$47,956
Metal Siding, Exterior Wall	1,312	SF	23.04	$30,228
Metal Panel, Column Cover	6	EA	1,220	$7,317
Membrane Roofing, Extend Up Wall	984	SF	9.29	$9,141
Metal Roofing, Standing Seam	1,778	SF	16.26	$28,910
Metal Raingutter, Integral	127	LF	44.72	$5,679
Metal Panel Coping / Flashings, Pre-Finished	164	LF	70.46	$11,555
Joint Sealants & Firesafing	1,778	SF	1.22	$2,169
				$142,957
08 DOORS AND WINDOWS				
Aluminum Storefront Window System, Insul Glazing	536	SF	81.30	$43,577
Entry Door w/ Frame & Hardware - Sliding	2	EA	5,217	$10,434
Entry Door w/ Frame & Hardware - Double	2	PR	5,962	$11,924
				$65,934
09 FINISHES				
Metal Stud Wall w/ Gyp Board & Insulation, Exterior	1,312	SF	21.68	$28,444
Entry Carpet Tile, Commercial Grade	56	SY	63.69	$3,567
Paint, Walls	750	SF	2.11	$1,583
Patch & Repair, Allow	1	LS	3,500	$3,500
				$37,093

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 2 - MODERNIZE FRONT FAÇADE

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
26 ELECTRICAL				
Light Fixtures, LED	14	EA	359.08	$5,027
Feeder & Branch Circuitry	1	LS	5,500	$5,500
				$10,527
31 EARTHWORK				
Earthwork, Building Related:				
Concrete Drilled Piers, 24"	150	VF	311.65	$46,748
Excavation & Backfill, Foundation	25	CY	75.88	$1,897
				$48,645
SUB-TOTAL				**$440,616**
CONTRACTOR GENERAL CONDITIONS	**15.0%**			**$66,092**
CONTRACTOR BOND & INSURANCE	**2.5%**			**$11,015**
CONTRACTOR OVERHEAD & PROFIT	**10.0%**			**$44,062**
SUB-TOTAL				**$561,785**
DESIGN / MARKET CONTINGENCY, ALLOW	**15.0%**			**$84,268**
INFLATION TO SPRING 2025, ALLOW	**1.5%**			**$8,427**
TOTAL (Construction)				**$654,479**

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 3 - MODERNIZE FINISHES

S U M M A R Y

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION		COST/SF	TOTAL
02 EXISTING CONDITIONS			$10,786
09 FINISHES			$66,238
23 HEATING, VENTILATING & AIR CONDITIONING			$7,615
26 ELECTRICAL			$72,826
SUB-TOTAL			$157,466
CONTRACTOR GENERAL CONDITIONS	15.0%		$23,620
CONTRACTOR BOND & INSURANCE	2.5%		$3,937
CONTRACTOR OVERHEAD & PROFIT	10.0%		$15,747
SUB-TOTAL			$200,769
DESIGN / MARKET CONTINGENCY, ALLOW	15.0%		$30,115
INFLATION TO SPRING 2025, ALLOW	1.5%		$3,012
TOTAL (Construction)			$233,896

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 3 - MODERNIZE FINISHES

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
02 EXISTING CONDITIONS				
Remove Floor Finishes	3,682	SF	1.16	$4,271
Remove Ceiling Finishes	3,682	SF	1.43	$5,265
Remove Misc Items, Allow	1	LS	1,250	$1,250
				$10,786
09 FINISHES				
Metal Stud Furring w/ Gyp Board & Insulation, Wall / Ceiling	754	SF	15.59	$11,755
Acoustical Tile Ceiling w/ Grid	2,928	SF	6.58	$19,266
Porcelain Tile, Large Format - Wall	192	SF	17.62	$3,383
Porcelain Tile, Base	24	LF	6.78	$163
Carpet Tile, Commercial Grade	409	SY	52.85	$21,622
Rubber Base, Wall	350	LF	2.58	$903
Paint, Walls & Ceiling	3,150	SF	2.11	$6,647
Patch & Repair, Allow	1	LS	2,500	$2,500
				$66,238
23 HEATING, VENTILATING & AIR CONDITIONING				
Grilles, Registers & Diffusers	20	EA	318.43	$6,369
HVAC Test & Balance	8	HRS	155.83	$1,247
				$7,615

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 3 - MODERNIZE FINISHES

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
26 ELECTRICAL				
Light Fixtures, LED	88	EA	359.08	$31,599
Light Switches / Sensors	20	EA	155.83	$3,117
Power Outlets	15	EA	142.28	$2,134
Floor Combo Outlets	4	EA	562.33	$2,249
Lighting Control System	3,682	SF	1.50	$5,523
Feeder & Branch Circuitry	3,682	SF	6.10	$22,460
Electrical Specialties / Misc Work	3,682	SF	1.56	$5,744
				$72,826

SUB-TOTAL		**$157,466**
CONTRACTOR GENERAL CONDITIONS	**15.0%**	**$23,620**
CONTRACTOR BOND & INSURANCE	**2.5%**	**$3,937**
CONTRACTOR OVERHEAD & PROFIT	**10.0%**	**$15,747**
SUB-TOTAL		**$200,769**
DESIGN / MARKET CONTINGENCY, ALLOW	**15.0%**	**$30,115**
INFLATION TO SPRING 2025, ALLOW	**1.5%**	**$3,012**
TOTAL (Construction)		**$233,896**

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

Quote: SLC_Pueblo Airport Concourse_City of Pueblo Aviation
Date: 9/26/2024
Prepared by: Michael Lemons, P.E.

Client: City of Pueblo Aviation
Contact: Greg Pedroza
Address: 31201 Bryan Cir., Pueblo, CO 81001
Phone: (719) 250-3861
Email: gpedroza@pueblo.us

Job Name: Pueblo Airport Concourse
Job Address: 31201 Bryan Cir., Pueblo, CO

Description: Foundation Underpinning/Mud Jacking		**Pricing**
The responsibilities of Straight Line Construction include project control, supervision, labor, materials and equipment to accomplish the following items of work:		
Furnish and install Two (2) micropiles with Design Load of 20 kips. Micropiles will have a 4" inch shaft diameter and a planned drill depth of 19 feet. Micropiles will be reinforced with 40mm hollow, threaded reinforcing and will have Guide Sleeve and underpinning brackets attached to the top of the piles. Price includes up to 38 lineal feet. If additional lineal footage is required, a cost of $80/ft will be charged via change order. Price includes up to 4 sacks of cement for micropile grout. If additional cement over this quantity is needed, it will be charged at a rate of $28.25/sack. **There appear to be multiple underground utilities in the area, we will excavate to bottom of existing foundation using a vacuum truck.** Micropiles will be installed using man-portable equipment. **Stamped engineering calculations and drawings are included.** **Clean, cool, potable water (minimum of 2,000 gallons per day with minimum 400 gallons/hour flow) and washout to be provided in our immediate work area by others. Third Party inspections and testing if/as required by others.**	$	20,140.00
Alternate to perform mud jacking on exterior walk and interior slab on west side of building (approximately 300 sf total). Repair of floor coverings by others.	$	2,070.00
SUB TOTAL	$	22,210.00
PERMIT (if required please add)	$	-
BOND (if required please add)	$	-
SALES TAX (if required please add)	$	-
TOTAL INVESTMENT	$	22,210.00

Quote valid for 30 days

Net 15 - Payment fifteen days after invoice date

94 North Mission Drive, Pueblo West, CO. 81007 | Phone: (719) 545-9942

SLC_Pueblo Airport Concourse_City of Pueblo Aviation	$ 22,210.00

Additional Information/Exclusions:

Schedule of Values

Materials	$	7,067.00
Labor	$	8,818.00
Equipment	$	4,575.00
Engineering	$	1,750.00
Total	**$**	**22,210.00**

Straight Line Construction/Ram Jack Companies carry the following insurance:

General Liability	**$1,000,000**	per occurrence
	$2,000,000	aggregate
Automobile	**$1,000,000**	
Excess Liability	**$5,000,000**	
Workers Compensation	**$1,000.000**	

If additional insurance is required we reserve the right to increase our proposal cost to recoup the additional cost if necessary.

Net 15 - Payment fifteen days after invoice date

Straight Line Pier Inc. ROC# 269692, 291336, 312650

NAME: **DATE:**

NOTES:

94 North Mission Drive, Pueblo West, CO. 81007 | Phone: (719) 545-9942

SLC_Pueblo Airport Concourse_City of Pueblo Aviation $ 22,210.00

Terms and Conditions

Any items of work not specifically included in this proposal shall not be the responsibility of Straight Line Construction/Ram Jack Companies. This proposal is offered for acceptance for a period of 30 days. Applications for progress payments will be submitted monthly and shall be payable within 15 days of the invoice date. All other amounts due, including retention (if any), shall be paid in full within 15 days of substantial completion of Straight Line Construction/Ram Companies work.

Unless specifically indicated elsewhere, price assumes a single mobilization. Straight Line Construction/Ram Jack Companies cannot accept any liability for default or delay in the completion of the work when caused by strike, riot, war, or Act of God or other similar circumstances beyond our control. **Client is responsible for assuring our work can be performed at the site in a timely, efficient manner. If our work is suspended, delayed or postponed for any reason beyond our control, Straight Line Construction/Ram Jack Companies shall be compensated at a rate of $4,500.00 per day or $450.00 per hour, per crew.** Straight Line Construction/Ram Jack Companies shall not be bound to any liquidated damages, delay damages or other time related penalties arising from the work.

We will perform the work in a professional manner in cooperation with the owner/contractor. However, we cannot accept liability on any further damage to structures, landscaping, utilities, drains, septic systems, wells, etc. and/or any consequential damages that may result from the normal performance of the work. All utilities and other services left in place shall be located, exposed, and shown to our on- site representative prior to commencement of work. If Straight Line Construction/Ram Jack Companies, during its work, encounters 1) subsurface conditions or latent physical conditions which differ from those indicated in the contract documents, or 2) unknown physical conditions of an unusual nature, differing from those ordinarily encountered, then Straight Line Construction/Ram Jack Companies shall be entitled to an equitable price and schedule adjustment to compensate it for such changed condition.

If, during the course of our work any materials are shown to have any hazardous properties and special handling requirements, the cost to mitigate those conditions are to be paid for by others. Unless otherwise specified we assume we will be installing elements from bottom of foundation for new construction piles and/or piers.

The contractor is to maintain clear, well drained, uninterrupted access ways and working platforms suitable for Straight Line Construction/Ram Jack of Companies equipment to move under its own power. Access includes adequate ramps at suitable levels and should be available at the time and to the extent necessary to suit construction operations.

Standard exclusion, unless specifically included in the Scope of Work include: Survey, layout, and geometric control; Cold weather protection; Third party inspection or observation; Utility locating or relocation; Control of ground or surface water; Erosion and dust control; Traffic control or flagging; and, Excavation, backfill, and compaction. **Unless specifically included, any additional time and costs for safety training, background checks, and badging is excluded and will be billed at unit rates.**

By accepting this proposal, it is understood that our terms and conditions, site access and exclusion/inclusions are also accepted unless amended by both parties in the contract documents.

94 North Mission Drive, Pueblo West, CO. 81007 | Phone: (719) 545-9942

High Point NETWORKS

COP Airport Access Control Project

Quote Information:
Quote #: 141246
Version: 1
Delivery Date: 10/02/2024
Expiration Date: 12/27/2024

Prepared for:

City of Pueblo
Attn: Lori Pinz
P.O. Box 1427
Pueblo, CO 81002

Prepared by:

High Point Networks, LLC
Dave Finegold
Direct: 719-955-4970
dave.finegold@highpointnetworks.com



COP Airport Access Control Project

Access Control Hardware

Qty	Item	Description	Price	Ext. Price
1	GSC-5.12	Security Center Version 5.12	$0.00	$0.00
1	GSC-BASE-E	Genetec Security Center Base Enterprise Package. Synergis Enterprise: Access Manage support, Remote Security Desk, Badge Designer. Omnicast Enterprise: Archiving & Auxiliary Archiving support, Media Router, Audio, Remote Security Desk, Camera Sequences, C	$5,000.00	$5,000.00
1	SV-CFG-SRV-5.12	Streamvault™ Configure with Security Center 5.12.x (latest minor). Applies to SVW and SV-1000 and up only	$0.00	$0.00
18	GSC-SY-E-1RE	1 Reader Security Center connection for hardware sold by Genetec without licenses, -SCS part excluded. Can be used to add connections to: supported hardware, CSPN application, and wireless locks that aren't plugins	$90.00	$1,620.00
40	GSC-OM-E-1C	Genetec, 1 video license for GSC Omnicast Enterprise	$250.00	$10,000.00
36	SY-40NKS-T0-000000	HID Signo 40 - access control terminal	$360.00	$12,960.00
500	802FPGGAN	COMPOSITE HID DESFIRE EV3 8K, RANDOM UID, PROG SIO HIGH SECURITY, F-GLOSS, B-GLOSS, LASER MATCH #, NO SLOT	$7.00	$3,500.00
1	SV-2040E-R12-96T-12-410	Streamvault™ 2040E Series - 2U 12-Bay Appliance 96TB Raw RAID 5 1x Xeon Silver 4410Y 32GB RAM 2x 480GB M.2 SSD 8x 12TB 3.5" Enterprise HDDs 2x 1GbE RJ45 2x 1100W PSU Windows Server Standard 5YR NBD KYHD Warranty - Genetec™ Security Center pre-installed. L	$21,700.00	$21,700.00
40	ADV-CAM-E-1Y	Genetec, ADV (Genetec, Lifecycle Mngt, Advantage) for 1 camera Omnicast Enterprise license for 1 year	$51.00	$2,040.00
37	ADV-RDR-E-1Y	Genetec™ Advantage for 1 Synergis™ Enterprise Reader – 1 year	$16.00	$592.00
1	56305	DTC5500LMX 2M	$9,120.00	$9,120.00
11	SY-A1210GAMER	Axis A1210 controller powered by Genetec - Supports up to 2 OSDP readers - Softwire ACAP included and 1 Reader license included - Available in the Americas only	$749.00	$8,239.00

High Point NETWORKS

COP Airport Access Control Project

Quote Information:
Quote #: 141246
Version: 1
Delivery Date: 10/02/2024
Expiration Date: 12/27/2024

Access Control Hardware

Qty	Item	Description	Price	Ext. Price
4	SY-A1610GAMER	Axis A1610 controller powered by Genetec - Supports up to 4 OSDP readers - Softwire ACAP included and 2 Reader licenses included and - Available in the Americas only	$1,249.00	$4,996.00
			Subtotal:	$79,767.00

Cabling and Misc Equipment

Qty	Item	Description	Price	Ext. Price
1	Misc	CBL-6EPL550-WHT-WVN - CAT6 PLENUM WHITE 550MHz, w/o spline	$393.00	$393.00
1	Misc	CBL-1802STPL500-BW - 500ft 18-2 Stranded Plenum Cable, White	$141.00	$141.00
1	Misc	CBL-2202STPL500-BW - 500ft 22-2 Stranded Plenum Cable, White	$93.00	$93.00
1	Misc	CBL-2204STPL500-BW - 500ft 22-4 Stranded Plenum Cable, White	$141.00	$141.00
8	8300C630	CONCEALED FIRE RATED ELECTRIC STRIKE W/2 FACE PLATES	$419.00	$3,352.00
2	9500	Fire Rated Surf.Mount Strike 12/24VDC-Satin Stainless	$461.00	$922.00
3	AL300ULPD8CB	12/24VDC 2.5A Power Supply in Enclosure-w/8 Output PTC	$301.00	$903.00
			Subtotal:	$5,945.00

Genetec Professional Services

Qty	Item	Description	Price	Ext. Price
1	PS-DS-BUNDLE	Professional Services - Bundled Offering - Please refer to SOW # GEN-169314-K3P3	$12,702.00	$12,702.00
			Subtotal:	$12,702.00

HPN Service Bundle

Qty	Item	Description	Price	Ext. Price
1	**PROSERVE-PKG**	High Point Networks Professional Services defined in the pdf online or above in this document	**$38,200.00**	**$38,200.00**
			Subtotal:	$38,200.00

High Point NETWORKS

COP Airport Access Control Project

Quote Information:
Quote #: 141246
Version: 1
Delivery Date: 10/02/2024
Expiration Date: 12/27/2024

Shipping

Qty	Item	Description	Price	Ext. Price
1	SH	Estimated Shipping and Handling - Final shipping costs will be reflected on your invoice from High Point Networks	$375.00	$375.00
			Subtotal:	$375.00

Quote Summary

Description	Amount
Access Control Hardware	$79,767.00
Cabling and Misc Equipment	$5,945.00
Genetec Professional Services	$12,702.00
HPN Service Bundle	$38,200.00
Shipping	$375.00
Total:	$136,989.00

For questions related to your quotation, please contact us using the information above. This Quote is subject to the Purchase Agreement entered into on December 28, 2015 between the City of Pueblo, a Municipal Corporation, ("City") and West Tech Communications of Southern Colorado, Inc. ("West Tech") (the "Purchase Agreement"). Where, West Tech merged with High Point Networks, LLC ("High Point"), causing the Purchase Agreement to be assigned to High Point by operation of law, and High Point steps into the terms of the Purchase Agreement and assumes the responsibilities of West Tech. Any terms not covered by the Purchase Agreement, including maintenance, shall be stated in the applicable Quote or Purchase Order. By signing below, the undersigned represents that he or she is authorized to execute the agreement on behalf of the applicable party. The City's acceptance of the Quote online, and High Point's receipt of a Purchase Order from City, will constitute acceptance of an offer and be binding on the parties. All quotes are subject to shipping costs that may not be listed on the quote but will be provided to the City prior to purchase. Prices quoted are valid for 30 days from Quotation Date. High Point shall not be liable for any indirect, incidental, consequential, exemplary, or punitive damages of any kind or nature. All IP Telephony and projects exceeding 10 hours of service will require a Statement of Work (SOW), where the SOW will be agreed upon by the parties and will state the terms of payment. Orders will be invoiced when shipped. Orders may be partial invoiced as items ship and thus there may be multiple invoices per order. "Projects" will be invoiced in the same method. Professional services may be progress billed over the term of the project. All licensing and subscription orders will be invoiced immediately upon customer approval.
Payment for all other orders are due in 30 days subject to credit approval. Credit card usage as a form of payment may be accepted on pre-approval basis and may be subject to a convenience fee. "Optional" items on the above quote are not included in the total pricing at the bottom of the quote. Note: Once product is ordered and shipped, no return will be accepted unless High Point approves the return or the equipment arrives damaged, malfunctioning, or is not the equipment ordered. Returns may be subject to a restocking fee. Product returns must be completed within 45 days of receipt. Product cannot be returned if next generation product has been released, unless the return would be within 45 days of the initial order or the return is because the equipment arrives damaged, malfunctioning, or is not the equipment ordered.

Signature _____ Date _____

Docusign Envelope ID: BFD14872-266D-4E87-9831-2F08C053998B

City Clerk's Office Item # S8

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE TRANSFERRING $4,288,640 FROM THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND TO PROJECT ED2504 – MEMORIAL AIRPORT RENOVATIONS PROJECT TO FUND, IN PART, THE RENOVATION, UPGRADE, AND EXPANSION OF THE PUEBLO MEMORIAL AIRPORT TERMINAL

SUMMARY:

This Ordinance authorizes the transfer of $4,288,640 from the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund to Project ED2504 – Memorial Airport Renovations Project to fund, in part, the renovation, upgrade, and expansion of the Pueblo Memorial Airport Terminal.

PREVIOUS COUNCIL ACTION:

City Council previously approved Ordinance 10158 transferring $362,288.40 to Project AP2203 and awarding a design contract to CSHQA, Inc. for the development of shovel ready construction plans.

BACKGROUND:

The Pueblo Memorial Airport is a great asset to Pueblo but needs renovations to improve the appearance and effectiveness of the current facilities. Primary jobs will be one area of focus for PEDCO in 2025 and many years to come. There are a great number of opportunities to lease hangar space to large general aviation operations which could be a great revenue generator for the City of Pueblo. To attract the type of general aviation desired, the overall appearance of the airport, including the terminal, is critical. Developing the infrastructure at the Pueblo Memorial Airport will assist PEDCO in attracting, establishing and facilitating the creation of primary jobs at the Airport and in Pueblo.

The Sales and Use Tax Capital Improvement Projects Fund allows funding for remodeling and renovation of existing buildings as well as infrastructure development to

Docusign Envelope ID: BFD14872-266D-4E87-9831-2F08C053998B

establish and facilitate the creation of primary jobs within the City of Pueblo. P.M.C. § 14-4-85.5(a)(1) & (3). The renovations include an expansion and remodel of the terminal building passenger hold area, the addition of two single-user restrooms, a new fire suppression system throughout the airport, upgrading the existing bathroom to make it ADA compliant, and modernization of the adjacent interior and exterior spaces. The total cost of the project including all alternates is $6,010,041.35 as follows:

Base Contract		**Additional Alternatives**		**Other Necessary Improvements**	
Site Improvements	$383,746				
Terminal Expansion &Remodel	$2,542,814				
Permit & Plan Check Fees	$9,200				
Construction Administration	$155,858				
Subtotal	**$3,091,617**				
		Upgrade Restrooms ADA Compliant	$264,308		
		Modernize Front Façade	$654,479		
		Modernize Finishes	$233,896		
Subtotal	**$4,244,300**				
				Badging System Upgrade	$136,989
				Mud Jacking	$22,210
Subtotal	**$4,403,499**				
		Construction Management and Oversight	$800,000		
Subtotal	**$5,203,499**				

Docusign Envelope ID: BFD14872-266D-4E87-9831-2F08C053998B

5% Inflation per bid	**$260,174.95**				
Subtotal	**$5,463,673.95**				
10% Contingency	**$546,367.40**				
Total	**$6,010,041.35**				

FINANCIAL IMPLICATIONS:

If approved, funds in the amount of $4,288,640.00 will be transferred from the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund to Project ED2504 – Memorial Airport Renovations Project. Additional funds in the amount of $1,721,401.66 will need to be transferred from the City Council and Department Relocation Project – CI2426 to the Memorial Airport Renovations Project – CI2524 to fully fund the renovations.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council could deny the Ordinance in which case the renovations to the Pueblo Memorial Airport will not be completed.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. CSHQA, Inc.'s Estimate of Possible Cost
2. Foundation Underpinning-Mud Jacking Estimate
3. Hight Point Networks Airport Access Control Project Estimate
4. Letter from PEDCO

Docusign Envelope ID: BFD14872-266D-4E87-9831-2F08C053998B

ORDINANCE NO. 11103

AN ORDINANCE TRANSFERRING $4,288,640 FROM THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND TO PROJECT ED2504 – MEMORIAL AIRPORT RENOVATIONS PROJECT TO FUND, IN PART, THE RENOVATION, UPGRADE, AND EXPANSION OF THE PUEBLO MEMORIAL AIRPORT TERMINAL

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

SECTION 1.

Funds in the amount of $4,288,640 are hereby transferred from the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund to Project ED2504 – Memorial Airport Renovations Project.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 22, 2025.

Final adoption of Ordinance by City Council on January 12, 2026.

DocuSigned by:
Mark Alliff
B7A4F51823AB402...
President of City Council

Docusign Envelope ID: BFD14872-266D-4E87-9831-2F08C053998B

Action by the Mayor:

☒ Approved on 01/15/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
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

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

MASTER SUMMARY

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION			COST/SF	TOTAL
SITE IMPROVEMENTS				$383,745
TERMINAL EXPANSION & REMODEL	4,150	SF	612.73	$2,542,814
PERMIT & PLAN CHECK FEES	1	LS		$9,200
CONSTRUCTION ADMINISTRATION	1	LS		$155,858
TOTAL (Building & Site)				$3,091,617

ADD ALTERNATES:

1) UPGRADE RESTROOMS	$264,308
2) MODERNIZE FRONT FAÇADE	$654,479
3) MODERNIZE FINISHES	$233,896
4) Security Access points	$137,000
5) Foundation Repair	$23,000
6) Construction management and oversight	$800,000
TOTAL:	$5,204,300

420 000

5,624,300K

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Construction Administration is Included on Master Summary.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

Parametrix, Inc. (801) 733-5900

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

MASTER SUMMARY

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION			COST/SF	TOTAL
SITE IMPROVEMENTS				$383,745
TERMINAL EXPANSION & REMODEL	4,150	SF	612.73	$2,542,814
PERMIT & PLAN CHECK FEES	1	LS		$9,200
CONSTRUCTION ADMINISTRATION	1	LS		$155,858
TOTAL (Building & Site)				$3,091,617

ADD ALTERNATES:

1) UPGRADE RESTROOMS	$264,308
2) MODERNIZE FRONT FAÇADE	$654,479
3) MODERNIZE FINISHES	$233,896

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Construction Administration is Included on Master Summary.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

Parametrix, Inc. (801) 733-5900

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

SITE IMPROVEMENTS

S U M M A R Y

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION		COST/SF	TOTAL
02 EXISTING CONDITIONS			$35,925
31 EARTHWORK			$17,280
32 EXTERIOR IMPROVEMENTS			$180,201
33 UTILITIES			$24,944
SUB-TOTAL			$258,349
CONTRACTOR GENERAL CONDITIONS	15.0%		$38,752
CONTRACTOR BOND & INSURANCE	2.5%		$6,459
CONTRACTOR OVERHEAD & PROFIT	10.0%		$25,835
SUB-TOTAL			$329,395
DESIGN / MARKET CONTINGENCY, ALLOW	15.0%		$49,409
INFLATION TO SPRING 2025, ALLOW	1.5%		$4,941
TOTAL (Construction)			$383,745

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

SITE IMPROVEMENTS

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
02 EXISTING CONDITIONS				
Demolition, Site Related:				
Pavement Sawcutting	1,421	LF	10.17	$14,452
Remove Asphalt Paving	669	SY	8.27	$5,533
Remove Concrete Paving	2,070	SF	1.22	$2,525
Remove Curb & Gutter	230	LF	2.71	$623
Remove Retaining Wall / Foundations	26	LF	88.08	$2,290
Remove Landscaping	2,410	SF	0.95	$2,290
Remove / Relocate Monument	1	LS	1,750	$1,750
Remove Utility Lines	77	LF	14.91	$1,148
Remove / Infill Utility Structures	2	EA	657.18	$1,314
Remove Misc Items, Allow	1	LS	4,000	$4,000
				$35,925
31 EARTHWORK				
Earthwork, Site Related:				
Contractors Quality Control Program (CQCP)	1	LS	5,500	$5,500
Temporary Air & Water Pollution, Soil Erosion & Siltation Control	1	LS	6,500	$6,500
Site Clearing & Preparation	11,000	SF	0.48	$5,280
				$17,280

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

SITE IMPROVEMENTS

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
32 EXTERIOR IMPROVEMENTS				
Site Improvements:				
Temporary Fencing / Gates	850	LF	11.05	$9,393
Mobilization	1	LS	16,000	$16,000
Asphalt Pavement w/ Base (10" Total)	323	SY	44.72	$14,422
Concrete Pavement w/ Base, 5"	5,252	SF	11.73	$61,606
Concrete Curb & Gutter	455	LF	37.94	$17,263
Concrete ADA Ramp w/ Detectable Surface	696	SF	21.68	$15,089
Pavement Striping / Markings	424	LF	4.07	$1,726
Concrete Safety Bollards	16	EA	1,795	$28,726
Sidewalk Chase w/ Grate	43	LF	223.58	$9,614
Landscaping, Seeding	771	SF	0.34	$262
Site Furnishings, Minimal	1	LS	600.00	$600
Protect Existing Items, Allow	1	LS	5,500	$5,500
				$180,201

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

SITE IMPROVEMENTS

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
33 UTILITIES				
Utilities:				
Fire Service Water Line, 8"	8	LF	142.28	$1,138
Fire Service Water Line, 6"	203	LF	111.11	$22,555
Site Lighting, Allow	1	LS	1,250	$1,250
				$24,944
SUB-TOTAL				**$258,349**
CONTRACTOR GENERAL CONDITIONS	**15.0%**			**$38,752**
CONTRACTOR BOND & INSURANCE	**2.5%**			**$6,459**
CONTRACTOR OVERHEAD & PROFIT	**10.0%**			**$25,835**
SUB-TOTAL				**$329,395**
DESIGN / MARKET CONTINGENCY, ALLOW	**15.0%**			**$49,409**
INFLATION TO SPRING 2025, ALLOW	**1.5%**			**$4,941**
TOTAL (Construction)				**$383,745**

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

S U M M A R Y

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION				COST/SF	TOTAL
02 EXISTING CONDITIONS				8.75	$36,311
03 CONCRETE				16.97	$70,428
05 METALS				35.01	$145,299
06 WOOD AND PLASTICS				1.29	$5,352
07 THERMAL AND MOISTURE PROTECTION				51.94	$215,543
08 DOORS AND WINDOWS				26.25	$108,942
09 FINISHES				46.06	$191,151
10 SPECIALTIES				1.84	$7,632
12 FURNISHINGS				28.17	$116,921
13 SPECIAL CONSTRUCTION				1.81	$7,500
21 FIRE SUPPRESSION				63.35	$262,908
22 PLUMBING				11.06	$45,918
23 HEATING, VENTILATING & AIR CONDITIONING				35.62	$147,825
26 ELECTRICAL				23.16	$96,101
27 COMMUNICATIONS				3.25	$13,481
28 ELECTRONIC SAFETY & SECURITY				37.86	$157,120
31 EARTHWORK				20.11	$83,468
SUB-TOTAL		4,150	SF	412.51	$1,711,900
CONTRACTOR GENERAL CONDITIONS	15.0%			61.88	$256,785
CONTRACTOR BOND & INSURANCE	2.5%			10.31	$42,798
CONTRACTOR OVERHEAD & PROFIT	10.0%			41.25	$171,190
SUB-TOTAL		4,150	SF	525.95	$2,182,673
DESIGN / MARKET CONTINGENCY, ALLOW	15.0%			78.89	$327,401
INFLATION TO SPRING 2025, ALLOW	1.5%			7.89	$32,740
TOTAL (Construction)		4,150	SF	612.73	$2,542,814

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
02 EXISTING CONDITIONS				
Sawcut & Remove Concrete Slab on Grade	130	SF	7.80	$1,014
Remove Columns & Covers	5	EA	650.00	$3,250
Remove Column Covers	9	EA	203.25	$1,829
Remove Walls / Windows	1,120	SF	10.84	$12,141
Remove Door & Frame	3	EA	135.50	$407
Remove Floor Finishes	2,060	SF	1.16	$2,390
Remove Ceiling Finishes	2,060	SF	1.43	$2,946
Remove Soffit / Parapet	950	SF	5.09	$4,836
Remove & Salvage TSA Equipment (Search Room)	1	LS	1,500	$1,500
Remove Misc Items, Allow	1	LS	6,000	$6,000
			8.75	**$36,311**
03 CONCRETE				
Concrete Pile Caps, Reinf	15	CY	1,050	$15,752
Concrete Grade Beams, Reinf - 16"	10	CY	1,016	$10,163
Concrete Stem Walls, Reinf - 8"	380	SF	47.77	$18,153
Concrete Slab on Grade w/ Base, Reinf - 4"	2,208	SF	10.10	$22,301
Concrete Slab Infill	130	SF	12.00	$1,560
Concrete Slab / Foundation Tie-in, Allow	1	LS	2,500	$2,500
			16.97	**$70,428**

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
05 METALS				
Steel Structure, WF - Columns	4	TON	6,098	$24,390
Steel Structure, WF - Roof	9	TON	6,098	$54,878
Steel Structure, OWSJ - Roof	2	TON	5,352	$10,705
Steel Structure, Misc	4	TON	8,266	$33,062
Steel Structure, Moment Connections	13	EA	813.00	$10,569
Steel Deck, Roof	2,550	SF	2.92	$7,446
Steel Structure Tie-in, Allow	1	LS	4,250	$4,250
			35.01	**$145,299**
06 WOOD AND PLASTICS				
Millwork, Gate Podium w/ Solid Top	1	EA	5,352	$5,352
			1.29	**$5,352**
07 THERMAL AND MOISTURE PROTECTION				
Rigid Insulation & Dampproofing, Foundation	475	SF	5.63	$2,674
Membrane Roofing w/ Insulation & Flashings	2,550	SF	25.75	$65,663
Membrane Roofing, Extend Up Wall	950	SF	9.29	$8,826
Membrane Roofing, Patch & Repair Existing	300	SF	20.33	$6,099
Metal Siding, Soffit	940	SF	21.68	$20,379
Metal Siding, Exterior Wall	1,620	SF	23.04	$37,325
Metal Panel, Column Cover	15	EA	1,220	$18,293
Metal Panel Coping / Flashings, Pre-Finished	355	LF	70.46	$25,013
Metal Expansion Joint Cover	152	LF	48.78	$7,415
Metal Panel Screenwall w/ Supports	430	SF	45.40	$19,522
Joint Sealants & Firesafing	2,550	SF	1.70	$4,335
			51.94	**$215,543**

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
08 DOORS AND WINDOWS				
Aluminum Storefront Window System, Insul Glazing	1,075	SF	81.30	$87,398
Entry Door w/ Frame & Hardware - Sliding	1	EA	5,217	$5,217
Entry Door w/ Frame & Hardware - Single	2	EA	3,117	$6,233
HM Door w/ Frame & Hardware - Single	3	EA	2,168	$6,504
Automatic Door Opener	1	EA	3,591	$3,591
			26.25	**$108,942**
09 FINISHES				
Metal Stud Wall w/ Gyp Board & Insulation, Exterior	1,920	SF	21.68	$41,626
Metal Stud Wall w/ Gyp Board & Insulation, Interior	2,292	SF	18.97	$43,479
Metal Stud Furring w/ Gyp Board & Insulation, Wall / Ceiling	1,890	SF	15.59	$29,465
Acoustical Tile Ceiling w/ Grid	2,210	SF	6.58	$14,542
Porcelain Tile, Floor	128	SF	14.91	$1,908
Porcelain Tile, Wall	560	SF	15.59	$8,730
Porcelain Tile, Base	64	LF	6.78	$434
Carpet Tile, Commercial Grade	435	SY	52.85	$22,990
Entry Carpet Tile, Commercial Grade	12	SY	63.69	$764
Wall Coverings	1,160	SF	6.44	$7,470
Rubber Base, Wall	356	LF	2.58	$918
Paint, Wall & Ceiling - Allow	2,500	SF	2.11	$5,275
Paint / Stain, Door & Frame	3	EA	182.93	$549
Paint, Exterior Elements - Allow	1	LS	5,500	$5,500
Patch & Repair, Allow	1	LS	7,500	$7,500
			46.06	**$191,151**

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
10 SPECIALTIES				
Bath Accessories, Small	2	SET	860.43	$1,721
Wall Signage / Graphics	1	LS	4,500	$4,500
Building Specialties, Misc.	4,150	SF	0.34	$1,411
			1.84	**$7,632**
12 FURNISHINGS				
Hold Room Furniture	143	SEAT	677.50	$96,883
Window Shades, Motorized	1,075	SF	18.64	$20,038
			28.17	**$116,921**
13 SPECIAL CONSTRUCTION				
Relocate TSA Search Room, Allow	1	LS	7,500	$7,500
			1.81	**$7,500**
21 FIRE SUPPRESSION				
Fire Sprinkler System:				
Fire Sprinkler System	43,600	SF	6.03	$262,908
			63.35	**$262,908**

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
22 PLUMBING				
Plumbing Fixture, Water Closet	2	EA	2,033	$4,065
Plumbing Fixture, Lavatory / Sink	2	EA	1,084	$2,168
Plumbing Fixture, Roof Drain	6	EA	453.93	$2,724
Plumbing Piping, Per Fixture	10	EA	2,846	$28,455
Plumbing Equipment, Electric Water Heater	2	EA	3,049	$6,098
Plumbing Specialties	2,210	SF	1.09	$2,409
			11.06	**$45,918**
23 HEATING, VENTILATING & AIR CONDITIONING				
Sheetmetal Duct & Insulation	1,989	LBS	18.91	$37,612
Grilles, Registers & Diffusers	20	EA	318.43	$6,369
Exhaust Fans - 70 CFM	2	EA	1,220	$2,439
Roof Top Unit - 3,400 CFM	1	EA	46,748	$46,748
HVAC Piping & Specialties	2,210	SF	12.20	$26,962
HVAC Control System	2,210	SF	10.84	$23,956
HVAC Test & Balance	24	HRS	155.83	$3,740
HVAC Test & Balance				In Other Budget
			35.62	**$147,825**

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
26 ELECTRICAL				
Main Distribution Panel, Tie-Into Existing	1	EA	3,049	$3,049
Distribution Panels, 225 Amp	2	EA	4,268	$8,537
Light Fixtures, LED	102	EA	359.08	$36,626
Light Switches / Sensors	14	EA	155.83	$2,182
Power Outlets	30	EA	142.28	$4,268
Floor Combo Outlets	10	EA	562.33	$5,623
Equipment Connections	1	LS	1,650	$1,650
Lighting Control System	2,210	SF	1.50	$3,315
Feeder & Branch Circuitry	2,210	SF	12.40	$27,404
Electrical Specialties	2,210	SF	1.56	$3,448
			23.16	**$96,101**
27 COMMUNICATIONS				
Telecom / Data System	2,210	SF	6.10	$13,481
			3.25	**$13,481**
28 ELECTRONIC SAFETY & SECURITY				
Fire Alarm System	43,600	SF	3.26	$142,136
Security Electronics	2,210	SF	6.78	$14,984
			37.86	**$157,120**

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

BASE BID

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION		QUANTITY	UNIT	COST/SF	TOTAL
31 EARTHWORK					
Earthwork, Building Related:					
Concrete Drilled Piers, 18"		420	VF	162.60	$68,292
Excavation & Backfill, Foundation		200	CY	75.88	$15,176
				20.11	**$83,468**
SUB-TOTAL		**4,150**	**SF**	**412.51**	**$1,711,900**
CONTRACTOR GENERAL CONDITIONS	**15.0%**			**61.88**	**$256,785**
CONTRACTOR BOND & INSURANCE	**2.5%**			**10.31**	**$42,798**
CONTRACTOR OVERHEAD & PROFIT	**10.0%**			**41.25**	**$171,190**
SUB-TOTAL		**4,150**	**SF**	**525.95**	**$2,182,673**
DESIGN / MARKET CONTINGENCY, ALLOW	**15.0%**			**78.89**	**$327,401**
INFLATION TO SPRING 2025, ALLOW	**1.5%**			**7.89**	**$32,740**
TOTAL (Construction)		**4,150**	**SF**	**612.73**	**$2,542,814**

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 1 - UPGRADE RESTROOMS

S U M M A R Y

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION		COST/SF	TOTAL
02 EXISTING CONDITIONS			$11,403
09 FINISHES			$44,051
10 SPECIALTIES			$47,258
22 PLUMBING			$60,048
23 HEATING, VENTILATING & AIR CONDITIONING			$2,534
26 ELECTRICAL			$12,647
SUB-TOTAL			$177,940
CONTRACTOR GENERAL CONDITIONS	15.0%		$26,691
CONTRACTOR BOND & INSURANCE	2.5%		$4,449
CONTRACTOR OVERHEAD & PROFIT	10.0%		$17,794
SUB-TOTAL			$226,874
DESIGN / MARKET CONTINGENCY, ALLOW	15.0%		$34,031
INFLATION TO SPRING 2025, ALLOW	1.5%		$3,403
TOTAL (Construction)			$264,308

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 1 - UPGRADE RESTROOMS

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
02 EXISTING CONDITIONS				
Remove Floor Finishes	850	SF	1.16	$986
Remove Ceiling Finishes	850	SF	1.43	$1,216
Remove Vanity Counter	22	LF	35.91	$790
Remove Bath Accessories	2	SET	196.48	$393
Remove Toilet Partition / Screen	17	EA	101.63	$1,728
Remove Plumbing Fixtures	24	EA	210.03	$5,041
Remove Misc Items, Allow	1	LS	1,250	$1,250
				$11,403
09 FINISHES				
Acoustical Tile Ceiling w/ Grid	850	SF	6.58	$5,593
Restroom Tile, Floor	850	SF	14.91	$12,674
Restroom Tile, Wall	1,440	SF	15.59	$22,450
Restroom Tile, Base	160	LF	6.78	$1,085
Patch & Repair, Allow	1	LS	2,250	$2,250
				$44,051
10 SPECIALTIES				
Toilet Partitions / Urinal Screens	17	EA	2,371	$40,311
Bath Accessories, Medium	2	SET	3,184	$6,369
Building Signage & Graphics	850	SF	0.68	$578
				$47,258

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 1 - UPGRADE RESTROOMS

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
22 PLUMBING				
Plumbing Fixture, Water Closet	12	EA	2,033	$24,390
Plumbing Fixture, Urinals	4	EA	1,897	$7,588
Plumbing Fixture, Wash Basin	2	EA	5,759	$11,518
Plumbing Fixture, Elec Water Cooler w/ Bottle Filler	1	EA	3,049	$3,049
Plumbing Piping, Per Fixture - Tie-Into Existing	19	EA	643.63	$12,229
Plumbing Specialties / Misc Work	850	SF	1.50	$1,275
				$60,048
23 HEATING, VENTILATING & AIR CONDITIONING				
Grilles, Registers & Diffusers	6	EA	318.43	$1,911
HVAC Test & Balance	4	HRS	155.83	$623
				$2,534

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 1 - UPGRADE RESTROOMS

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
26 ELECTRICAL				
Light Fixtures, LED	28	EA	359.08	$10,054
Electrical Specialties / Misc Work	850	SF	3.05	$2,593
				$12,647
SUB-TOTAL				**$177,940**
CONTRACTOR GENERAL CONDITIONS	**15.0%**			**$26,691**
CONTRACTOR BOND & INSURANCE	**2.5%**			**$4,449**
CONTRACTOR OVERHEAD & PROFIT	**10.0%**			**$17,794**
SUB-TOTAL				**$226,874**
DESIGN / MARKET CONTINGENCY, ALLOW	**15.0%**			**$34,031**
INFLATION TO SPRING 2025, ALLOW	**1.5%**			**$3,403**
TOTAL (Construction)				**$264,308**

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 2 - MODERNIZE FRONT FAÇADE

S U M M A R Y

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION		COST/SF	TOTAL
02 EXISTING CONDITIONS			$26,091
03 CONCRETE			$25,203
05 METALS			$84,165
07 THERMAL AND MOISTURE PROTECTION			$142,957
08 DOORS AND WINDOWS			$65,934
09 FINISHES			$37,093
31 EARTHWORK			$48,645
SUB-TOTAL			$440,616
CONTRACTOR GENERAL CONDITIONS	15.0%		$66,092
CONTRACTOR BOND & INSURANCE	2.5%		$11,015
CONTRACTOR OVERHEAD & PROFIT	10.0%		$44,062
SUB-TOTAL			$561,785
DESIGN / MARKET CONTINGENCY, ALLOW	15.0%		$84,268
INFLATION TO SPRING 2025, ALLOW	1.5%		$8,427
TOTAL (Construction)			$654,479

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 2 - MODERNIZE FRONT FAÇADE

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
02 EXISTING CONDITIONS				
Remove Walls / Windows	1,730	SF	10.84	$18,753
Remove Door & Frame	6	EA	135.50	$813
Remove Soffit Panel	500	SF	3.87	$1,935
Remove Sunshade Device	190	SF	16.26	$3,089
Remove Misc Items, Allow	1	LS	1,500	$1,500
				$26,091
03 CONCRETE				
Concrete Pile Caps, Reinf	24	CY	1,050	$25,203
				$25,203
05 METALS				
Steel Structure, TS - Roof	6	TON	6,775	$40,650
Steel Structure, WF - Columns	3	TON	6,098	$18,293
Steel Structure, Misc	2	TON	8,266	$16,531
Steel Deck, Roof	1,778	SF	2.92	$5,192
Steel Structure Tie-in, Allow	1	LS	3,500	$3,500
				$84,165

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 2 - MODERNIZE FRONT FAÇADE

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
07 THERMAL AND MOISTURE PROTECTION				
Metal Siding, Soffit	2,212	SF	21.68	$47,956
Metal Siding, Exterior Wall	1,312	SF	23.04	$30,228
Metal Panel, Column Cover	6	EA	1,220	$7,317
Membrane Roofing, Extend Up Wall	984	SF	9.29	$9,141
Metal Roofing, Standing Seam	1,778	SF	16.26	$28,910
Metal Raingutter, Integral	127	LF	44.72	$5,679
Metal Panel Coping / Flashings, Pre-Finished	164	LF	70.46	$11,555
Joint Sealants & Firesafing	1,778	SF	1.22	$2,169
				$142,957
08 DOORS AND WINDOWS				
Aluminum Storefront Window System, Insul Glazing	536	SF	81.30	$43,577
Entry Door w/ Frame & Hardware - Sliding	2	EA	5,217	$10,434
Entry Door w/ Frame & Hardware - Double	2	PR	5,962	$11,924
				$65,934
09 FINISHES				
Metal Stud Wall w/ Gyp Board & Insulation, Exterior	1,312	SF	21.68	$28,444
Entry Carpet Tile, Commercial Grade	56	SY	63.69	$3,567
Paint, Walls	750	SF	2.11	$1,583
Patch & Repair, Allow	1	LS	3,500	$3,500
				$37,093

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 2 - MODERNIZE FRONT FAÇADE

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
26 ELECTRICAL				
Light Fixtures, LED	14	EA	359.08	$5,027
Feeder & Branch Circuitry	1	LS	5,500	$5,500
				$10,527
31 EARTHWORK				
Earthwork, Building Related:				
Concrete Drilled Piers, 24"	150	VF	311.65	$46,748
Excavation & Backfill, Foundation	25	CY	75.88	$1,897
				$48,645
SUB-TOTAL				**$440,616**
CONTRACTOR GENERAL CONDITIONS	**15.0%**			**$66,092**
CONTRACTOR BOND & INSURANCE	**2.5%**			**$11,015**
CONTRACTOR OVERHEAD & PROFIT	**10.0%**			**$44,062**
SUB-TOTAL				**$561,785**
DESIGN / MARKET CONTINGENCY, ALLOW	**15.0%**			**$84,268**
INFLATION TO SPRING 2025, ALLOW	**1.5%**			**$8,427**
TOTAL (Construction)				**$654,479**

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 3 - MODERNIZE FINISHES

S U M M A R Y

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION		COST/SF	TOTAL
02 EXISTING CONDITIONS			$10,786
09 FINISHES			$66,238
23 HEATING, VENTILATING & AIR CONDITIONING			$7,615
26 ELECTRICAL			$72,826
SUB-TOTAL			$157,466
CONTRACTOR GENERAL CONDITIONS	15.0%		$23,620
CONTRACTOR BOND & INSURANCE	2.5%		$3,937
CONTRACTOR OVERHEAD & PROFIT	10.0%		$15,747
SUB-TOTAL			$200,769
DESIGN / MARKET CONTINGENCY, ALLOW	15.0%		$30,115
INFLATION TO SPRING 2025, ALLOW	1.5%		$3,012
TOTAL (Construction)			$233,896

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 3 - MODERNIZE FINISHES

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
02 EXISTING CONDITIONS				
Remove Floor Finishes	3,682	SF	1.16	$4,271
Remove Ceiling Finishes	3,682	SF	1.43	$5,265
Remove Misc Items, Allow	1	LS	1,250	$1,250
				$10,786
09 FINISHES				
Metal Stud Furring w/ Gyp Board & Insulation, Wall / Ceiling	754	SF	15.59	$11,755
Acoustical Tile Ceiling w/ Grid	2,928	SF	6.58	$19,266
Porcelain Tile, Large Format - Wall	192	SF	17.62	$3,383
Porcelain Tile, Base	24	LF	6.78	$163
Carpet Tile, Commercial Grade	409	SY	52.85	$21,622
Rubber Base, Wall	350	LF	2.58	$903
Paint, Walls & Ceiling	3,150	SF	2.11	$6,647
Patch & Repair, Allow	1	LS	2,500	$2,500
				$66,238
23 HEATING, VENTILATING & AIR CONDITIONING				
Grilles, Registers & Diffusers	20	EA	318.43	$6,369
HVAC Test & Balance	8	HRS	155.83	$1,247
				$7,615

PUEBLO, COLORADO

PUEBLO MEMORIAL AIRPORT
TERMINAL EXPANSION & REMODEL

ALTERNATE 3 - MODERNIZE FINISHES

100% Design Submittal - Opinion of Probable Construction Cost Estimate
March 1, 2023 - UPDATED November 21, 2024

SECTION	QUANTITY	UNIT	COST/SF	TOTAL
26 ELECTRICAL				
Light Fixtures, LED	88	EA	359.08	$31,599
Light Switches / Sensors	20	EA	155.83	$3,117
Power Outlets	15	EA	142.28	$2,134
Floor Combo Outlets	4	EA	562.33	$2,249
Lighting Control System	3,682	SF	1.50	$5,523
Feeder & Branch Circuitry	3,682	SF	6.10	$22,460
Electrical Specialties / Misc Work	3,682	SF	1.56	$5,744
				$72,826

SUB-TOTAL		**$157,466**
CONTRACTOR GENERAL CONDITIONS	**15.0%**	**$23,620**
CONTRACTOR BOND & INSURANCE	**2.5%**	**$3,937**
CONTRACTOR OVERHEAD & PROFIT	**10.0%**	**$15,747**
SUB-TOTAL		**$200,769**
DESIGN / MARKET CONTINGENCY, ALLOW	**15.0%**	**$30,115**
INFLATION TO SPRING 2025, ALLOW	**1.5%**	**$3,012**
TOTAL (Construction)		**$233,896**

NOTES: Costs are for Construction Only. Contractor / Owner Contingency are Excluded.
Costs are Based on a Traditional Open Competitive Bid Basis.
Costs are Based on a Construction Start of Spring 2025.
For Inflation Beyond Spring 2025, Add 5.0% per Year Compounded.

Quote: SLC_Pueblo Airport Concourse_City of Pueblo Aviation
Date: 9/26/2024
Prepared by: Michael Lemons, P.E.

Client: City of Pueblo Aviation
Contact: Greg Pedroza
Address: 31201 Bryan Cir., Pueblo, CO 81001
Phone: (719) 250-3861
Email: gpedroza@pueblo.us

Job Name: Pueblo Airport Concourse
Job Address: 31201 Bryan Cir., Pueblo, CO

Description: Foundation Underpinning/Mud Jacking		**Pricing**
The responsibilities of Straight Line Construction include project control, supervision, labor, materials and equipment to accomplish the following items of work:		
Furnish and install Two (2) micropiles with Design Load of 20 kips. Micropiles will have a 4" inch shaft diameter and a planned drill depth of 19 feet. Micropiles will be reinforced with 40mm hollow, threaded reinforcing and will have Guide Sleeve and underpinning brackets attached to the top of the piles. Price includes up to 38 lineal feet. If additional lineal footage is required, a cost of $80/ft will be charged via change order. Price includes up to 4 sacks of cement for micropile grout. If additional cement over this quantity is needed, it will be charged at a rate of $28.25/sack. **There appear to be multiple underground utilities in the area, we will excavate to bottom of existing foundation using a vacuum truck.** Micropiles will be installed using man-portable equipment. **Stamped engineering calculations and drawings are included.** **Clean, cool, potable water (minimum of 2,000 gallons per day with minimum 400 gallons/hour flow) and washout to be provided in our immediate work area by others. Third Party inspections and testing if/as required by others.**	$	20,140.00
Alternate to perform mud jacking on exterior walk and interior slab on west side of building (approximately 300 sf total). Repair of floor coverings by others.	$	2,070.00
SUB TOTAL	$	22,210.00
PERMIT (if required please add)	$	-
BOND (if required please add)	$	-
SALES TAX (if required please add)	$	-
TOTAL INVESTMENT	$	22,210.00

Quote valid for 30 days

Net 15 - Payment fifteen days after invoice date

94 North Mission Drive, Pueblo West, CO. 81007 | Phone: (719) 545-9942

SLC_Pueblo Airport Concourse_City of Pueblo Aviation	$ 22,210.00

Additional Information/Exclusions:

Schedule of Values

Materials	$	7,067.00
Labor	$	8,818.00
Equipment	$	4,575.00
Engineering	$	1,750.00
Total	**$**	**22,210.00**

Straight Line Construction/Ram Jack Companies carry the following insurance:

General Liability	**$1,000,000**	per occurrence
	$2,000,000	aggregate
Automobile	**$1,000,000**	
Excess Liability	**$5,000,000**	
Workers Compensation	**$1,000.000**	

If additional insurance is required we reserve the right to increase our proposal cost to recoup the additional cost if necessary.

Net 15 - Payment fifteen days after invoice date

Straight Line Pier Inc. ROC# 269692, 291336, 312650

NAME: **DATE:**

NOTES:

SLC_Pueblo Airport Concourse_City of Pueblo Aviation $ 22,210.00

Terms and Conditions

Any items of work not specifically included in this proposal shall not be the responsibility of Straight Line Construction/Ram Jack Companies. This proposal is offered for acceptance for a period of 30 days. Applications for progress payments will be submitted monthly and shall be payable within 15 days of the invoice date. All other amounts due, including retention (if any), shall be paid in full within 15 days of substantial completion of Straight Line Construction/Ram Companies work.

Unless specifically indicated elsewhere, price assumes a single mobilization. Straight Line Construction/Ram Jack Companies cannot accept any liability for default or delay in the completion of the work when caused by strike, riot, war, or Act of God or other similar circumstances beyond our control. **Client is responsible for assuring our work can be performed at the site in a timely, efficient manner. If our work is suspended, delayed or postponed for any reason beyond our control, Straight Line Construction/Ram Jack Companies shall be compensated at a rate of $4,500.00 per day or $450.00 per hour, per crew.** Straight Line Construction/Ram Jack Companies shall not be bound to any liquidated damages, delay damages or other time related penalties arising from the work.

We will perform the work in a professional manner in cooperation with the owner/contractor. However, we cannot accept liability on any further damage to structures, landscaping, utilities, drains, septic systems, wells, etc. and/or any consequential damages that may result from the normal performance of the work. All utilities and other services left in place shall be located, exposed, and shown to our on- site representative prior to commencement of work. If Straight Line Construction/Ram Jack Companies, during its work, encounters 1) subsurface conditions or latent physical conditions which differ from those indicated in the contract documents, or 2) unknown physical conditions of an unusual nature, differing from those ordinarily encountered, then Straight Line Construction/Ram Jack Companies shall be entitled to an equitable price and schedule adjustment to compensate it for such changed condition.

If, during the course of our work any materials are shown to have any hazardous properties and special handling requirements, the cost to mitigate those conditions are to be paid for by others. Unless otherwise specified we assume we will be installing elements from bottom of foundation for new construction piles and/or piers.

The contractor is to maintain clear, well drained, uninterrupted access ways and working platforms suitable for Straight Line Construction/Ram Jack of Companies equipment to move under its own power. Access includes adequate ramps at suitable levels and should be available at the time and to the extent necessary to suit construction operations.

Standard exclusion, unless specifically included in the Scope of Work include: Survey, layout, and geometric control; Cold weather protection; Third party inspection or observation; Utility locating or relocation; Control of ground or surface water; Erosion and dust control; Traffic control or flagging; and, Excavation, backfill, and compaction. **Unless specifically included, any additional time and costs for safety training, background checks, and badging is excluded and will be billed at unit rates.**

By accepting this proposal, it is understood that our terms and conditions, site access and exclusion/inclusions are also accepted unless amended by both parties in the contract documents.

94 North Mission Drive, Pueblo West, CO. 81007 | Phone: (719) 545-9942

High Point NETWORKS

COP Airport Access Control Project

Quote Information:
Quote #: 141246
Version: 1
Delivery Date: 10/02/2024
Expiration Date: 12/27/2024

Prepared for:

City of Pueblo
Attn: Lori Pinz
P.O. Box 1427
Pueblo, CO 81002

Prepared by:

High Point Networks, LLC
Dave Finegold
Direct: 719-955-4970
dave.finegold@highpointnetworks.com



COP Airport Access Control Project

Access Control Hardware

Qty	Item	Description	Price	Ext. Price
1	GSC-5.12	Security Center Version 5.12	$0.00	$0.00
1	GSC-BASE-E	Genetec Security Center Base Enterprise Package. Synergis Enterprise: Access Manage support, Remote Security Desk, Badge Designer. Omnicast Enterprise: Archiving & Auxiliary Archiving support, Media Router, Audio, Remote Security Desk, Camera Sequences, C	$5,000.00	$5,000.00
1	SV-CFG-SRV-5.12	Streamvault™ Configure with Security Center 5.12.x (latest minor). Applies to SVW and SV-1000 and up only	$0.00	$0.00
18	GSC-SY-E-1RE	1 Reader Security Center connection for hardware sold by Genetec without licenses, -SCS part excluded. Can be used to add connections to: supported hardware, CSPN application, and wireless locks that aren't plugins	$90.00	$1,620.00
40	GSC-OM-E-1C	Genetec, 1 video license for GSC Omnicast Enterprise	$250.00	$10,000.00
36	SY-40NKS-T0-000000	HID Signo 40 - access control terminal	$360.00	$12,960.00
500	802FPGGAN	COMPOSITE HID DESFIRE EV3 8K, RANDOM UID, PROG SIO HIGH SECURITY, F-GLOSS, B-GLOSS, LASER MATCH #, NO SLOT	$7.00	$3,500.00
1	SV-2040E-R12-96T-12-410	Streamvault™ 2040E Series - 2U 12-Bay Appliance 96TB Raw RAID 5 1x Xeon Silver 4410Y 32GB RAM 2x 480GB M.2 SSD 8x 12TB 3.5" Enterprise HDDs 2x 1GbE RJ45 2x 1100W PSU Windows Server Standard 5YR NBD KYHD Warranty - Genetec™ Security Center pre-installed. L	$21,700.00	$21,700.00
40	ADV-CAM-E-1Y	Genetec, ADV (Genetec, Lifecycle Mngt, Advantage) for 1 camera Omnicast Enterprise license for 1 year	$51.00	$2,040.00
37	ADV-RDR-E-1Y	Genetec™ Advantage for 1 Synergis™ Enterprise Reader – 1 year	$16.00	$592.00
1	56305	DTC5500LMX 2M	$9,120.00	$9,120.00
11	SY-A1210GAMER	Axis A1210 controller powered by Genetec - Supports up to 2 OSDP readers - Softwire ACAP included and 1 Reader license included - Available in the Americas only	$749.00	$8,239.00

High Point NETWORKS

COP Airport Access Control Project

Quote Information:
Quote #: 141246
Version: 1
Delivery Date: 10/02/2024
Expiration Date: 12/27/2024

Access Control Hardware

Qty	Item	Description	Price	Ext. Price
4	SY-A1610GAMER	Axis A1610 controller powered by Genetec - Supports up to 4 OSDP readers - Softwire ACAP included and 2 Reader licenses included and - Available in the Americas only	$1,249.00	$4,996.00
			Subtotal:	$79,767.00

Cabling and Misc Equipment

Qty	Item	Description	Price	Ext. Price
1	Misc	CBL-6EPL550-WHT-WVN - CAT6 PLENUM WHITE 550MHz, w/o spline	$393.00	$393.00
1	Misc	CBL-1802STPL500-BW - 500ft 18-2 Stranded Plenum Cable, White	$141.00	$141.00
1	Misc	CBL-2202STPL500-BW - 500ft 22-2 Stranded Plenum Cable, White	$93.00	$93.00
1	Misc	CBL-2204STPL500-BW - 500ft 22-4 Stranded Plenum Cable, White	$141.00	$141.00
8	8300C630	CONCEALED FIRE RATED ELECTRIC STRIKE W/2 FACE PLATES	$419.00	$3,352.00
2	9500	Fire Rated Surf.Mount Strike 12/24VDC-Satin Stainless	$461.00	$922.00
3	AL300ULPD8CB	12/24VDC 2.5A Power Supply in Enclosure-w/8 Output PTC	$301.00	$903.00
			Subtotal:	$5,945.00

Genetec Professional Services

Qty	Item	Description	Price	Ext. Price
1	PS-DS-BUNDLE	Professional Services - Bundled Offering - Please refer to SOW # GEN-169314-K3P3	$12,702.00	$12,702.00
			Subtotal:	$12,702.00

HPN Service Bundle

Qty	Item	Description	Price	Ext. Price
1	**PROSERVE-PKG**	High Point Networks Professional Services defined in the pdf online or above in this document	**$38,200.00**	**$38,200.00**
			Subtotal:	$38,200.00

High Point NETWORKS

COP Airport Access Control Project

Quote Information:
Quote #: 141246
Version: 1
Delivery Date: 10/02/2024
Expiration Date: 12/27/2024

Shipping

Qty	Item	Description	Price	Ext. Price
1	SH	Estimated Shipping and Handling - Final shipping costs will be reflected on your invoice from High Point Networks	$375.00	$375.00
			Subtotal:	$375.00

Quote Summary

Description	Amount
Access Control Hardware	$79,767.00
Cabling and Misc Equipment	$5,945.00
Genetec Professional Services	$12,702.00
HPN Service Bundle	$38,200.00
Shipping	$375.00
Total:	$136,989.00

For questions related to your quotation, please contact us using the information above. This Quote is subject to the Purchase Agreement entered into on December 28, 2015 between the City of Pueblo, a Municipal Corporation, ("City") and West Tech Communications of Southern Colorado, Inc. ("West Tech") (the "Purchase Agreement"). Where, West Tech merged with High Point Networks, LLC ("High Point"), causing the Purchase Agreement to be assigned to High Point by operation of law, and High Point steps into the terms of the Purchase Agreement and assumes the responsibilities of West Tech. Any terms not covered by the Purchase Agreement, including maintenance, shall be stated in the applicable Quote or Purchase Order. By signing below, the undersigned represents that he or she is authorized to execute the agreement on behalf of the applicable party. The City's acceptance of the Quote online, and High Point's receipt of a Purchase Order from City, will constitute acceptance of an offer and be binding on the parties. All quotes are subject to shipping costs that may not be listed on the quote but will be provided to the City prior to purchase. Prices quoted are valid for 30 days from Quotation Date. High Point shall not be liable for any indirect, incidental, consequential, exemplary, or punitive damages of any kind or nature. All IP Telephony and projects exceeding 10 hours of service will require a Statement of Work (SOW), where the SOW will be agreed upon by the parties and will state the terms of payment. Orders will be invoiced when shipped. Orders may be partial invoiced as items ship and thus there may be multiple invoices per order. "Projects" will be invoiced in the same method. Professional services may be progress billed over the term of the project. All licensing and subscription orders will be invoiced immediately upon customer approval.
Payment for all other orders are due in 30 days subject to credit approval. Credit card usage as a form of payment may be accepted on pre-approval basis and may be subject to a convenience fee. "Optional" items on the above quote are not included in the total pricing at the bottom of the quote. Note: Once product is ordered and shipped, no return will be accepted unless High Point approves the return or the equipment arrives damaged, malfunctioning, or is not the equipment ordered. Returns may be subject to a restocking fee. Product returns must be completed within 45 days of receipt. Product cannot be returned if next generation product has been released, unless the return would be within 45 days of the initial order or the return is because the equipment arrives damaged, malfunctioning, or is not the equipment ordered.

Signature _____ Date _____

PUEBLO
ECONOMIC DEVELOPMENT CORP

November 21, 2024

Hon. Heather Graham
Mayor City of Pueblo
1 City Hall Place
Pueblo, Co 81003

Dear Madam Mayor:

As you are aware, we have been looking at a number of ways to bring additional primary job projects to the Pueblo Memorial Airport. Some we are confident will complement existing operations such as CAE Aviation and a number of others which will be new to Pueblo.

The Pueblo Memorial Airport is a great asset to Pueblo however some work needs to be done to improve the appearance and effectiveness of the current facilities. Primary job opportunities at the Pueblo Memorial Airport will be one area of focus for PEDCO in 2025 and many years to come.

CAE is doing an incredible job training the next generation of military pilots and we stand ready to support CAE however possible. As we have learned with CAE, the United States unfortunately is experiencing a shortage of pilots and aircraft mechanics. We see this as an opportunity for Pueblo. We are working with our educational partners in determining a good path forward in adding programs at the airport for training, both pilot and mechanic.

We see great opportunity with additional large general aviation hangar space as well as aircraft overhaul and repair operations. There are a great number of opportunities to lease hangar space to large general aviation operations. We have looked at a number of these opportunities and believe this could be a great revenue generator for the City of Pueblo. The size of the new hangar would be approximately 40,000 sq.ft., including office and meeting space.

In order to attract the type of general aviation we are working to attract; the overall appearance of the airport is critical. This includes the airport terminal.

I am pleased to learn the City of Pueblo has some dollars that will be added to improving the current antiquated airport terminal. I also understand the City of Pueblo needs an additional $2 Million in funding to complete the repairs.

The City Sales and Use Tax Capital Improvement Fund (1/2 sales tax fund) does allow funding for the construction of Shell buildings for the purpose of making such buildings available for primary job projects as well as the renovation of existing buildings that would be available primary job projects. Sec 14-4-85.5 (a) (1) The ½ sales tax fund also allows for infrastructure development to establish and facility the creating of primary jobs within the City of Pueblo. Sec 14-4-85.5 (a) (3) This is not new to the city as the city ½ sales tax has been used previously to build a spec hanger and required infrastructure for said hangar. This hangar is currently occupied by Lockheed Martin.

301 N. Main Street ■ Pueblo, Colorado 81003
719-544-2000 ■ 1-800-522-1120 ■ FAX 719-543-1650 ■ www.pedco.org

It is for these reasons we support the funding of up to $2 Million from the City Sales and Use Tax Capital Improvement Fund (1/2 sales tax fund) to be added to the existing dollars the City has allocated towards the airport terminal improvements.

Please let me know if you have any questions or need anything additional from me.

Sincerely,

Jeffrey C. Shaw
President and CEO

301 N. Main Street ■ Pueblo, Colorado 81003
719-544-2000 ■ 1-800-522-1120 ■ FAX 719-543-1650 ■ www.pedco.org

Docusign Envelope ID: 6D88D769-7F3D-4837-957F-A838BF391435

City Clerk's Office Item # S9

Background Paper for Proposed Action Item

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Melissa Cook, Director Department of Housing & Citizen Services

SUBJECT: AN ORDINANCE APPROVING AND ADOPTING A SUBSTANTIAL AMENDMENT TO THE CITY OF PUEBLO'S FIVE-YEAR 2025-2029 CONSOLIDATED PLAN AND THE 2025 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE SUBSTANTIAL AMENDMENT WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFORE

SUMMARY:

This Ordinance approves the updates to the 2025-2029 Consolidated Plan and the 2025 Annual Action Plan as presented.

PREVIOUS COUNCIL ACTION:

The City Council approved the 2025-2029 Consolidated Plan and the 2025 Annual Action Plan on June 23, 2025.

BACKGROUND:

As an entitlement city, the City of Pueblo is required by the U.S. Department of Housing and Urban Development (HUD) to complete an Annual Action Plan for each year of the Consolidated Plan. The Consolidated Plan for 2025-2029 outlines goals the City will take in the administration of the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funding. The Annual Action Plan, along with accompanying documentation, serves as the City's application to HUD for the 2025 CDBG and HOME funding.

If there are substantial changes to the previously approved version, a substantial amendment must be completed which includes public hearings, Citizen Advisory Board

Docusign Envelope ID: 6D88D769-7F3D-4837-957F-A838BF391435

Consultation, and City Council adoption.
These changes are outlined in detail in the attached documents, and summarized below:
The changes to the 2025-2029 Consolidated Plan include:

1. Adding a priority which outlines the City's intent to apply to HUD for a Section 108 Loan in the amount of up to $7,162,345.00 to demolish up to 60 residential buildings and up to three commercial buildings. Prior to applying to HUD for this loan opportunity, it must first be added as a priority in the 2025-2029 Consolidated Plan and the 2025 Annual Action Plan.

The changes to the 2025 Annual Action Plan include:

2. Adding a priority which outlines the City's intent to apply to HUD for a Section 108 Loan in the amount of up to $7,162,345.00 to demolish up to 60 residential buildings and up to three commercial buildings. Prior to applying to HUD for this loan opportunity, it must first be added as a priority in the 2025-2029 Consolidated Plan and the 2025 Annual Action Plan.
3. Allocating funding for Community Housing Development Organizations (CHDO) Operating Expenses.
4. Moving funding between accounts as noted in the attached documents.

FINANCIAL IMPLICATIONS:

Funding that is already budgeted and appropriated from the 2025 Annual Action Plan will be amended as detailed in the attachments.

BOARD/COMMISSION RECOMMENDATION:

The Citizens Advisory Committee (CAC) was asked for input on the changes. The City has received input from Committee members that concur with these changes.

STAKEHOLDER PROCESS:

A public meeting was held on December 22, 2025 to gather citizen input.
The City provided public notice regarding the availability of the Draft 2025-2029 Consolidated Plan Substantial Amendment and the Draft 2025 Annual Action Plan, which was published on December 10, 2025, and will remain open for public review until January 12, 2026, at 5:00 p.m., allowing for a thirty-day public comment period. A second public meeting is scheduled to take place during the final reading of this ordinance on January 12, 2026.
Copies of the plan are publicly available at the Department of Housing and Citizen Service and the City's website.

ALTERNATIVES:

Docusign Envelope ID: 6D88D769-7F3D-4837-957F-A838BF391435

Council can choose not to pass the Substantial Amendment(s) and the previously approved version will remain in place.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2025 - 2029 Con Plan Update Redline
2. Draft 2025 Annual Action Plan Update
3. 2025 Attachment A Updated December 4, 2025

Docusign Envelope ID: 6D88D769-7F3D-4837-957F-A838BF391435

ORDINANCE NO. 11104

AN ORDINANCE APPROVING AND ADOPTING A SUBSTANTIAL AMENDMENT TO THE CITY OF PUEBLO'S FIVE-YEAR 2025-2029 CONSOLIDATED PLAN AND THE 2025 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE SUBSTANTIAL AMENDMENT WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFORE

WHEREAS, the City of Pueblo is designated as an entitlement city under the Housing and Community Development Act of 1974, and will receive Community Development Block Grant (CDBG) and HOME Investment Partnership Act Grants (HOME) for fiscal year 2025; and

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

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

WHEREAS, any substantial changes to the Five-Year Consolidated Plan or to the Annual Action Plan are required to be adopted by City Council,

WHEREAS, the City of Pueblo conducted a citizen participation process that included a public hearing within the City of Pueblo in addition to a second public hearing before City Council to obtain the views of citizens, non-profit, neighborhood groups, and the Citizen Advisory Committee on the City's housing and community needs;

WHEREAS, a copy of the 2025-2029 Five-Year Consolidated Plan Substantial Amendment, which contains the 2025 Annual Action Plan Substantial Amendment, was made available to the general public for a 30-day public comment period. All public comments have been incorporated into the Plan; Now, THEREFORE,

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

SECTION 1.

The City Council hereby finds and determines that the Substantial Amendments to the City of Pueblo's 2025-2029 Consolidated Plan and 2025 Annual Action Plan, as required by HUD, is hereby approved, adopted, and incorporated herein.

SECTION 2.

Docusign Envelope ID: 6D88D769-7F3D-4837-957F-A838BF391435

The Mayor is hereby authorized to submit, in the name of the City of Pueblo, the Substantial Amendments and necessary certifications, assurances, and documentation to the U.S. Department of Housing and Urban Development.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 22, 2025.

Final adoption of Ordinance by City Council on January 12, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 01/15/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

Docusign Envelope ID: 6D88D769-7F3D-4837-957F-A838BF391435

☐ 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

DocuSigned by:
7C02EBDFFC3D43C...

_____
City Clerk

Executive Summary

ES-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Pueblo is a federal entitlement community under the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) Program. The City of Pueblo and Pueblo County participate as a Consortium within the HOME Investment Partnerships Program (HOME).

As a CDBG Program HUD entitlement community, the City is required to prepare a Five-Year Consolidated Plan (CP) in order to implement any federal programs that fund housing, community development, and economic development within the community. This CP covers the period from FY 2025 through FY 2029 and will be submitted to HUD for approval.

The purpose of the CP is to guide federal funding decisions in the next five years. The CP is guided by three overarching goals that are applied according to a community's needs. The goals are:

1. To provide decent housing by preserving the affordable housing stock, increasing the availability of affordable housing, increasing the supply of supportive housing for those with special needs, and transitioning homeless persons and families into housing.
2. To provide a suitable living environment through increased housing opportunities and reinvestment in deteriorating communities.
3. To expand economic opportunities through developing housing options that are more closely connected to jobs and services, development activities that promote long-term community viability, and the empowerment of low- and moderate- income persons to achieve self-sufficiency.

The overall priority for the investment of federal funds is to increase self-sufficiency and economic opportunity for lower-income residents and individuals with special needs so that they can achieve a reasonable standard of living.

The City of Pueblo anticipates receiving the following federal resources in FY 2025; estimated projections for five years follow in parentheses:

- CDBG $1,432,469 million ($7,162,345)
- HOME $877,545.14 ($4,387,725.70)

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The Strategic Plan provides a framework to address the needs of the City for the next five years using CDBG and HOME funds. The three overarching objectives guiding the proposed activities are:

- Providing Decent Affordable Housing
- Creating Suitable Living Environments
- Facilitating Economic Opportunities

Outcomes show how programs and activities benefit a community or the people served. The three outcomes that will illustrate the benefits of each activity funded by the CDBG and HOME programs are:

- Improve Availability/Accessibility to housing and services
- Improve Affordability of housing and services
- Improve Sustainability of housing and services

All future activities funded in the next five years will support at least one objective and one outcome. The identified priorities include:

1. Affordable Housing
2. Public Services including Services for Homelessness
3. Public Infrastructure and Facilities
4. Economic Development and Community Revitalization
5. Fair Housing Education and Outreach
6. Administration and Planning

3. Evaluation of past performance

The following evaluation of past performance is from the FY2019 Consolidated Annual Performance and Evaluation Report (CAPER). The accomplishments that follow are those achieved through the expenditure of CDBG and HOME funds:

In 2019, the City received $1,433,344 in CDBG grant funds and allocated $33,102.89 in program income from prior years. The City drew down CDBG funds in the amount of $1,643,074.41, based on PR26-Report. The 2019 HOME grant received was $749,275, and the City drew down $312,393.76. The City will return to HUD $20,213.22 in recaptured funds from previous projects funded by the HOME grant. Matching funds to the HOME grant in the amount of $94,412 were provided by the Consortium

members. Based on the PR-26 Report, $1,137,084.21 (93.7%) of the funds drawn benefited low and moderate-income households and neighborhoods.

The City and the Consortium exceeded its program year goals in several categories (Public Services, Public facilities and Infrastructure, and tenant-Based Rental Assistance) but finished short of its goals in affordable housing, homeless prevention, and demolition. New rental housing projects were delayed seeking capital, but at the time of this report 51 of the 67 units are under contract. The remaining sixteen units, a motel conversion, are still in negotiations. There is a possibility that the motel project may find new life as a non-congregate care facility responding to the COVID19 virus. Additional staff development is underway with efforts to improve production numbers in the Emergency Repairs and Essential Services Program. A retooling in this program accounts for lower rehabilitation production. While the number of demolition projects are down, the costs of demolition is ever increasing. Additional expenses in this category account reduced volume. Homeless service numbers are less than predicted due to facility relocation. The homeless supportive service facility was relocated to increase accessibility in service delivery. The program start was delayed by six months. The number served is at 47% of expected, and the City anticipates that the number served will be met in the balance of the grant.

There were a total of 2,226 persons assisted with CDBG and 72 households assisted via HOME. Among those assisted with CDBG funds, 79% identify as white, 46% as Hispanic and 43% as a female head of household.

In 2019, the CDBG grant leveraged $15 million, in additional funding for public service programs. Private Activity Bond in the amount of $5.6M was allocated to the Colorado Housing Finance Authority for the development of multi-family properties. In 2017, The City donated land for the Uplands Townhome Project which was finished in this program year and accounts for the 72 new units created. The value of the land was appraised at property transfer in the amount of $415,000. The City has offered $46,225 in reduced permits, taps, and fees to a developer for the construction of a new 35-unit permanent supportive housing development to begin in late 2020.

The City and County currently fund non-profit agencies through the CSAC Partnership. A total of $978,928 in general revenue funds were provided by the City and County. For the 2019 reporting period, the Commission recommended funding for 34 agencies. Health and human service agencies received $598,333 (61%); childcare received $138,223 (14%); youth program received $160,540 (16%), and cultural activities & events received $65,290 (7%). The County allocated the 5% administration fee it

normally receives directly to the grantees. This funding leveraged $54 million in other federal, state and private funding.

4. Summary of citizen participation process and consultation process

The City of Pueblo's Department of Housing and Citizen Services developed an outreach effort to maximize input from a large cross-section of stakeholders. This outreach effort included an online survey, two in-person public meetings with virtual attendance available, and stakeholder input.

The outreach process highlighted several key issues within the community including the need for quality, affordable housing, accessible housing, and housing and services for those experiencing homelessness. A complete summary of Citizen Participation, including comments, is included in the Citizen Participation Appendix.

5. Summary of public comments

Please see the Participation Appendix.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted.

7. Summary

This plan outlines the goals of the City of Pueblo for its CDBG and HOME funds. Following extensive outreach and public input, the Consolidated Plan and Annual Action Plan clearly outline programs and activities that will address the identified needs. Despite the number of needs identified by stakeholders and the public, the City's CDBG and HOME programs are limited in funding. This document outlines the City's plans to maximize the investment of federal resources.

The Process

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	PUEBLO	Department of Housing and Citizen Services
HOME Administrator	PUEBLO	Department of Housing and Citizen Services

Table 1 – Responsible Agencies

Narrative

The City of Pueblo's Department of Housing and Citizen Services administers the CDBG grant. The City of Pueblo and Pueblo County participate as a Consortium within the HOME Investment Partnerships Program (HOME). As the participating jurisdiction, the City of Pueblo undertakes all monitoring and reporting on behalf of Pueblo County. Pueblo County undertakes its affordable housing programs.

Consolidated Plan Public Contact Information

Melissa Cook, Housing Administrator

City of Pueblo Department of Housing and Citizen Services

2631 E. 4 Street

Pueblo, CO. 81001

Phone: 719-553-2850

Email: housing@pueblo.us

PR-10 Consultation - 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

The City of Pueblo's Department of Housing and Citizen Services developed an outreach effort to maximize input from a large cross-section of stakeholders.

This outreach effort included public meetings, published meeting notices, and stakeholder/focus group communications meant to engage a broad variety of stakeholders and City residents consistent with the Citizen Participation Plan, included in Grantee's Participation Appendix.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

Meaningful collaboration as it relates to the development and implementation of housing and community development programs and services has become increasingly important as the federal resources available to these programs continue to decline. Collaboration with housing and service providers helps the City to capture the maximum benefit for each dollar it invests and ensures that investments strategically address both short-term needs and advance long-term goals.

The Department of Housing and Citizen Services conducts ongoing consultation with human services agencies, housing development organizations, and municipalities at various points in time during a program year.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The Colorado Balance of State Continuum of Care (BoS CoC) is represented locally by the various housing and service providers working to meet the needs of persons experiencing homelessness while also working to end homelessness. The City is in frequent communication with housing and service providers.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City of Pueblo does not receive or administer ESG Funds. The City of Pueblo met with the Continuum of Care (COC) during the consultation process to coordinate between government, mental health, and other service agencies, and the Consolidated Plan reflects the same goals and objectives.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Health Solutions
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS Services-Health Services - Victims Health Agency
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency provided input. Health Solutions attended one of the outreach sessions, and was asked to provide information via email and through a survey.
3	**Agency/Group/Organization**	HABITAT FOR HUMANITY OF PUEBLO, INC.
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency provided input by attending an in-person meeting.
6	**Agency/Group/Organization**	United Way of Pueblo County
	Agency/Group/Organization Type	Services-Children Services-Employment Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency provided input. This agency was consulted regarding broadband internet service because they partner with Comcast's Internet Essentials program, which is a low-moderate income program allowing access to high-speed internet for $10/month.
7	**Agency/Group/Organization**	Archway Housing & Services
	Agency/Group/Organization Type	Housing Services - Housing

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was asked to provided input, and provided this input via email.
8	**Agency/Group/Organization**	Citizens Advisory Council
	Agency/Group/Organization Type	Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	
9	**Agency/Group/Organization**	City of Pueblo
	Agency/Group/Organization Type	Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Agency - Emergency Management
	What section of the Plan was addressed by Consultation?	Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Several City employees provided input via email and during a series of outreach sessions.
10	**Agency/Group/Organization**	T-Mobile Fiber
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	What section of the Plan was addressed by Consultation?	Economic Development Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	T-Mobile Fiber recently came in to the Pueblo area. They were invited to attend one of two in-person outreach events to provide feedback but did not provide feedback

14	**Agency/Group/Organization**	Pueblo Community Health Center
	Agency/Group/Organization Type	Services-Health
	What section of the Plan was addressed by Consultation?	Lead-based Paint Strategy Homelessness Strategy Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency provided input by attending one of the in-person outreach sessions.
15	**Agency/Group/Organization**	Pueblo Urban Renewal Authority
	Agency/Group/Organization Type	Services - Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency provided input.
17	**Agency/Group/Organization**	POSADA, INC
	Agency/Group/Organization Type	Services - Housing Services-homeless Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency provided input by attending one of the in-person outreach sessions.

Identify any Agency Types not consulted and provide rationale for not consulting

Internet - both Comcast and T-Mobile Fiber were invited to attend one of two in-person outreach events to provide feedback but did not provide feedback.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	CoC	The goals are in alignment.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City will continue to interact with public entities at all levels to ensure coordination and cooperation in the implementation of the Consolidated Plan and thereby maximize the benefits of the City's housing and community development activities for the residents being served. Specifically, the City meets regularly with Pueblo County's Department of Housing and Human Services and attends monthly meetings of the CoC to coordinate planning and development of solutions for homelessness and issues related to fair housing. The City communicated with adjacent units of government that the Consolidated Plan was available for review. Additionally, the City and County held joint public meetings to gather input from the public and stakeholders. On May 31, 2025, an email was sent to 136 key stakeholders, including planning professionals at the City, County, and other public entities requesting feedback.

Narrative

PR-15 Citizen Participation - 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City engaged in numerous activities to engage citizen participation in the formation of the Consolidated Plan, including public in-person meetings and online surveys to gather input.

The City informed the public of the public meetings and survey through posting notices on events pages and websites; posting on 17 Facebook pages whose topics focused on City and civic issues; posting paper flyers at a variety of well-trafficked public locations; and distributing electronic flyers via email to a variety of civic, nonprofit and business groups and boards.

A variety of stakeholders from organizations related to public health, housing, community development, and civic issues were individually invited to provide specific input.

Citizen input also includes a 30-day display period of the draft document with an invitation for citizen feedback, followed by a second public hearing. Feedback received from stakeholders and the public helped shape the priority needs identified in the plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Internet Outreach	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	See Participation Appendix	NA	NA	
2	Stakeholder input	Minorities Non-targeted/broad community	See Participation Appendix	NA	NA	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Stakeholder input	Persons with disabilities Non-targeted/broad community Housing and Service Providers	See Participation Appendix	See Participation Appendix	All comments were accepted.	http://pueblo.zoom.us/j/98351581834
4	Public Meeting	Housing and Service Providers	March 18 and March 19 in the evenings at two separate public libraries, respectively. Total in-person attendance across the two meetings was 32 people, with additional attendees via Zoom	See Participation Appendix	All comments were accepted.	http://pueblo.zoom.us/j/92754723460
5	Stakeholder input	Non-targeted/broad community	Total survey responses: 89	See appendix for survey results	All comments were accepted	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
8	Newspaper Ad	Non-targeted/broad community	NA	NA	NA	
9	Stakeholder input	Non-targeted/broad community	No comments received	No comment received	NA (No comments received)	

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The needs assessment is based on an analysis of housing problems across the City of Pueblo by income level among renters, owners, and households with special needs. Additionally, needs were identified through a public outreach process that included stakeholder consultations, public meetings, an online resident survey, and a review process designed to meaningfully engage citizens.

Data in this section was drawn primarily from HUD's Comprehensive Housing Affordability Strategy (CHAS) data set, which is a special tabulation of 2011-2020 American Community Survey (ACS) data from the Census Bureau. The CHAS data describes housing problems, such as overcrowding or incomplete kitchen and/or plumbing facilities, as well as cost burden, which occurs when a household pays more than 30% of its gross income on housing costs. Severe cost burden occurs when a household pays more than 50% of its gross income on housing costs.

Supplemental data were drawn from the 2020-2024 ACS 5-Year Estimates and other sources to provide additional context when needed.

NA-10 Housing Needs Assessment - 24 CFR 91.405, 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

According to American Community Survey data (2019-2023), median household income in the city of Pueblo was $55,305 in 2023. Just over 60% of the city's population lives in owner-occupied housing, and the median value of owner-occupied housing units for that time period was $230,900, with the median mortgage-owner paying $1,380 per month for housing expenses. Median gross rent (rent plus other contracted expenses such as utilities) was $1,020.

In Pueblo County, median household income was $62,250. Rates of owner-occupied housing were higher (68.3%). Median owner-occupied home values were $271,800, with the median mortgage-owner paying $1,544 per month. Median gross rent in the county was $1,059.

As the data below shows, the most significant housing issues identified are cost burden and severe cost burden. By HUD definitions, "cost burdened" means a household spends more than 30% of income on housing expenses, while "severely cost burdened" households spend more than 50% of income on housing expenses. According to Comprehensive Housing Affordability Strategy (CHAS) data, 14.2% of City households are cost burdened and 13.1% are severely cost burdened. Given a lack of decent, affordable housing options, the area’s lower-income households often face a choice between deficient, substandard housing and cost burden. High housing costs reduce economic opportunities and access to prosperity, especially among lower-income households.

Out of total city households, 15.8 percent have one or more severe housing problems (substandard housing, severe overcrowding, severe cost burden). The data indicates 510 renters and 151 homeowners lack complete plumbing or kitchen facilities, supporting the concerns from stakeholders and citizens about local housing suffering from neglect or age.

Of all cost-burdened households, the largest groups were in the 0-30% AMI bracket: small related renter households (20%), elderly renters (14.2%), and elderly homeowners (17.7%). Among all severely cost-burdened households, renters in the 30-50% AMI group made up 21.5% of the total, while elderly homeowners in the 0-30% AMI bracket were also overrepresented, at 12.8% of all severely cost-burdened households. These numbers indicate a strong need for additional assistance for elderly residents, as well as more affordable options for lower-income renters of all types.

The below tables are HUD-generated tables using 2009-2020 CHAS data that are part of the Consolidated Plan tool. These tables are automatically generated when creating the Consolidated Plan. HAMFI refers to “HUD Adjusted Median Family Income,” which is the median family income calculated by HUD for each jurisdiction in order to determine Fair Market Rents and income limits for HUD programs. HAMFI will not necessarily be the same as other calculations of median incomes such as a simple Census number due to a series of adjustments that are made. Where the HUD tables below report AMI (Area Median Income), they refer to HAMFI.

Wherever automatically generated CHAS data is not available, supplemental information such as American Community Survey (ACS) data will be used.

Demographics	Base Year: 2009	Most Recent Year: 2020	% Change
Population	160,965	166,940	4%
Households	62,675	64,935	4%
Median Income	$0.00	$0.00	

Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	11,275	8,730	12,364	6,884	25,675
Small Family Households	3,269	2,684	3,764	2,509	12,270
Large Family Households	404	564	1,124	519	2,350
Household contains at least one person 62-74 years of age	2,551	2,159	3,332	1,868	6,900
Household contains at least one person age 75 or older	2,044	1,939	1,939	1,049	2,173
Households with one or more children 6 years old or younger	1,528	1,294	2,063	941	2,037

Table 6 - Total Households Table

Data Source: 2016-2020 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	295	85	90	40	510	29	90	28	4	151
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	40	35	40	25	140	0	10	49	0	59
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	155	140	154	60	509	34	40	224	54	352
Housing cost burden greater than 50% of income (and none of the above problems)	4,099	919	224	0	5,242	2,029	1,000	244	18	3,291

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	730	2,085	1,444	315	4,574	708	1,150	2,065	730	4,653
Zero/negative Income (and none of the above problems)	605	0	0	0	605	363	0	0	0	363

Table 7 – Housing Problems Table

Data Source: 2016-2020 CHAS

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	4,589	1,179	510	125	6,403	2,094	1,140	559	78	3,871
Having none of four housing problems	2,699	3,158	4,159	1,875	11,891	1,909	3,245	7,129	4,804	17,087
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0

Table 8 – Housing Problems 2

Data Source: 2016-2020 CHAS

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,919	1,035	689	3,643	644	824	595	2,063
Large Related	288	285	45	618	49	84	204	337
Elderly	1,309	755	463	2,527	1,629	940	941	3,510
Other	1,760	1,139	560	3,459	458	323	604	1,385
Total need by income	5,276	3,214	1,757	10,247	2,780	2,171	2,344	7,295

Table 9 – Cost Burden > 30%

Data Source: 2016-2020 CHAS

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	0	0	370	370	540	325	0	865
Large Related	0	0	75	75	29	24	0	53
Elderly	1,024	255	100	1,379	1,089	478	152	1,719
Other	0	1,580	244	1,824	393	0	0	393
Total need by income	1,024	1,835	789	3,648	2,051	827	152	3,030

Table 10 – Cost Burden > 50%

Data Source: 2016-2020 CHAS

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	160	150	179	85	574	34	30	237	35	336
Multiple, unrelated family households	35	25	15	0	75	0	20	35	18	73

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Other, non-family households	0	0	0	0	0	0	0	0	0	0
Total need by income	195	175	194	85	649	34	50	272	53	409

Table 11 – Crowding Information - 1/2

Data Source: 2016-2020 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	812	650	1,016	2,478	1,207	967	1,510	3,684

Table 12 – Crowding Information – 2/2

Data Source Comments: ACS data

Describe the number and type of single person households in need of housing assistance.

According to American Community Survey (ACS) data, there are 16,780 households with a single householder in the city of Pueblo, 4,624 of whom were living in poverty -- that means 27.6% of all householders in single-person homes are below the poverty line. Given that information, it can reasonably be assumed that there are a significant number of single-person households experiencing difficulty finding affordable housing, pointing to a need for additional studio and one-bedroom units.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

There are 28,958 people, or 17.3% of City's population, who identify as having one or more disabilities. Of individuals with disabilities, 36.5% live below the poverty line. The city and county of Pueblo have used CDBG dollars in Minor Home Repairs programs to help disabled, elderly, and low-income residents remain in decent, accessible housing, and citizens at public meetings voiced a preference for programs that allowed residents to stay in current housing stock wherever possible. These programs tend to target exactly the populations identified in this plan as disproportionately impacted by housing problems.

The Pueblo Police Department's 2023 Annual Report (the latest available) indicates that 1,164 incidents of domestic violence were reported, down from 1,505 in 2022 and 1,782 in 2021. In its 2024 Point in Time Count, which gathered evidence on the sheltered homeless population, the Colorado Coalition for

the Homeless (BOC COC) reported that fewer than 10 unhoused people in shelters were fleeing domestic violence. In 2023, a PIT count measuring both sheltered and unsheltered people counted 21 unhoused domestic violence victims, about 7% of the total at that time. However, it remains a priority to provide safe housing to this vulnerable population.

What are the most common housing problems?

Stakeholders reported that given a lack of decent, affordable housing options, the area's lower-income households often face a choice between deficient, substandard housing and cost burden. As the data above show, the most significant housing issues identified are cost burden and severe cost burden.

Cost burden is defined as spending over 30% of household income on housing costs, such as mortgage or rent payments plus utilities, insurance and taxes.

According to CHAS data, 14.2% of City households are cost burdened and 13.14% are severely cost burdened. Overcrowding and substandard housing each affect 1% of City households. This points to a persistent need for an increase in affordable housing options and housing payment assistance. Previous CDBG dollars have been spent on rental assistance and eviction diversion programs, which are effective ways to quickly aid cost-burdened and severely cost-burdened households.

Are any populations/household types more affected than others by these problems?

Cost burden and severe cost burden affect households across the income spectrum, though the need for affordable housing is felt most acutely by the lowest income households. In general, the rate of cost burden declines as household income increases.

Of all cost-burdened households, the largest groups were in the 0-30% AMI bracket: small related renter households (20%), elderly renters (14.2%), and elderly homeowners (17.7%). Among all severely cost-burdened households, renters in the 30-50% AMI group made up 21.5% of the total, while elderly homeowners in the 0-30% AMI bracket were also overrepresented, at 12.8% of all severely cost-burdened households. These numbers indicate a strong need for additional assistance for elderly residents, as well as more affordable options for lower-income renters of all types.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the

needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

According to the Colorado Coalition for the Homeless (BOC COC) 2023 Point in Time Count, the most common characteristics of unhoused individuals are disability (65%). The PIT count also noted that veterans made up 10% of the statewide unhoused total, even though U.S. Census data indicates veterans are only 7.2% of the Colorado population.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Not applicable.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

As shown in the tables above, LMI renter-households with a severe housing cost burden greater than 50% of income tend to be elderly or small families, and homeowners who are severely cost-burdened are also elderly.

Food, transportation, healthcare, and other costs further reduce disposable income and the ability to save. These households are vulnerable to possible eviction and homelessness if their income is reduced for any reason or if they encounter an unexpected expense such as a medical emergency. These households must frequently choose between substandard housing that is affordable and decent housing that is unaffordable. There remains a strong need for decent, affordable housing.

Discussion

NA-15 Disproportionately Greater Need: Housing Problems - 91.405, 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

HUD defines a disproportionately greater housing need when a racial or ethnic group experiences housing problems at a rate over 10 percentage points than that of the corresponding income level as a whole. The data table below summarizes the percentage of each racial/ethnic group experiencing housing problems by HUD Adjusted Median Family Income (HAMFI) levels. Where the HUD tables below report AMI, they refer to HAMFI. Housing problems include:

- Housing units lacking complete kitchen facilities and/or complete plumbing facilities
- Overcrowding (more than one person per room)
- Housing costs greater than 30% of income (i.e., cost burden)

Note that Hispanic is an ethnicity and is counted separately from race. In the tables that follow, a person who identifies as Hispanic is only counted in the Hispanic row and is therefore not counted in a row representing their identified race.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	8,122	3,173	0
White	3,943	1,287	0
Black / African American	154	145	0
Asian	70	0	0
American Indian, Alaska Native	95	10	0
Pacific Islander	0	0	0
Hispanic	3,638	1,652	0

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	5,549	3,178	0
White	3,159	1,548	0
Black / African American	64	35	0
Asian	25	10	0
American Indian, Alaska Native	54	35	0
Pacific Islander	0	0	0
Hispanic	2,155	1,524	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,574	7,773	0
White	2,749	4,351	0
Black / African American	160	164	0
Asian	28	59	0
American Indian, Alaska Native	60	28	0
Pacific Islander	10	0	0
Hispanic	1,525	2,952	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,245	5,634	0
White	805	2,983	0
Black / African American	10	90	0
Asian	0	19	0
American Indian, Alaska Native	0	4	0
Pacific Islander	0	0	0
Hispanic	393	2,473	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

Discussion

The percentage of households with a housing problem is highest for the lowest income brackets (0-50% HAMFI) and decreases as income increases. According to the above definitions, American Indian/Alaska Natives in the 0-30% income bracket experience disproportionate problems, as do Asian families earning between 0-30% of HAMFI, with all 70 Asian households in that bracket reporting one or more housing problems.

Black/African American households earning 50-80% of HAMFI were also disproportionately impacted by housing problems compared to the rest of the 50-80% income group.

While the data shows that Black, American Indian/Alaska Native and Asian households are disproportionately affected by housing problems, the small sample size for each of these minority groups limits statistical inferences.

NA-20 Disproportionately Greater Need: Severe Housing Problems - 91.405, 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

HUD defines a disproportionately greater housing need when a racial or ethnic group experiences housing problems at a rate over 10 percentage points than that of the corresponding income level as a whole. The data table below summarizes the percentage of each racial/ethnic group experiencing severe housing problems by HUD Adjusted Median Family Income (HAMFI) levels. Where the HUD tables below report AMI, they refer to HAMFI. Severe housing problems include:

- Housing units lacking complete kitchen facilities and/or complete plumbing facilities
- Overcrowding (more than 1.5 persons per room)
- Housing costs greater than 50% of income (i.e., cost burden)

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	6,683	4,608	0
White	3,214	2,013	0
Black / African American	119	180	0
Asian	70	0	0
American Indian, Alaska Native	85	20	0
Pacific Islander	0	0	0
Hispanic	3,023	2,272	0

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,319	6,403	0
White	1,309	3,403	0
Black / African American	39	55	0
Asian	25	10	0
American Indian, Alaska Native	30	59	0
Pacific Islander	0	0	0
Hispanic	880	2,789	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,069	11,288	0
White	638	6,457	0
Black / African American	0	320	0
Asian	8	74	0
American Indian, Alaska Native	20	65	0
Pacific Islander	0	10	0
Hispanic	372	4,077	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	203	6,679	0
White	164	3,618	0
Black / African American	0	100	0
Asian	0	19	0
American Indian, Alaska Native	0	4	0
Pacific Islander	0	0	0
Hispanic	38	2,828	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

Discussion

In general, the percentage of households with a severe housing problem is highest within the lowest income brackets (0-50% AMI) and decreases as income increases.

According to the above definitions, Asian households between 0-30% AMI and American Indian/Alaskan Native households between 0-30% AMI disproportionately experience severe housing problems, while Black/African American and Asian households earning between 30-50% AMI experienced a disproportionate level of severe problems.

While the data shows that Asian, Black, and American Indian/Alaskan Native households are disproportionately affected by housing problems, the small sample size for each of these minority groups limits statistical inferences.

NA-25 Disproportionately Greater Need: Housing Cost Burdens - 91.405, 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

HUD defines a disproportionately greater housing need when a racial or ethnic group experiences housing problems at a rate over 10 percentage points than that of the corresponding income level as a whole. "Cost-burdened" is defined as paying more than 30% of household income on housing, and severely cost burdened is defined as paying greater than 50% of household income on housing.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	44,643	10,175	9,133	988
White	26,047	5,924	4,678	385
Black / African American	590	230	163	100
Asian	310	40	99	0
American Indian, Alaska Native	170	74	120	0
Pacific Islander	45	10	25	0
Hispanic	16,604	3,725	3,858	503

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2016-2020 CHAS

Discussion

The supplemental data table summarizes the percentage of each racial/ethnic group experiencing cost burden at various levels. Based on these definitions, no racial or ethnic group meets or exceeds the 10 percentage point threshold for disproportionate housing cost burden.

NA-30 Disproportionately Greater Need: Discussion - 91.205 (b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

Several racial groups experienced disproportionately greater need than the needs of that income category as a whole, but the small numbers of those populations limit statistical inferences.

Housing problems:

- American Indian/Alaska Natives, 0-30% AMI
- Asian households, 0-30% AMI
- Black/African American households, 50-80% AMI

Severe housing problems:

- Asian households, 0-30% AMI and 30-50% AMI
- American Indian/Alaskan Native households, 0-30% AMI
- Black households, 30-50%

If they have needs not identified above, what are those needs?

The needs among race/ethnicities are indicated above. Income categories have more general needs as described in NA-10 and the Housing Market Analysis.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

According to ACS, the City of Pueblo is primarily white (70.3%) and Hispanic (48.4%). Black/African Americans and American Indian/Alaska Natives each make up 2.9% and 2.7% of the population, respectively, while Asians represent less than 1%.

For the purposes of this Consolidated Plan, concentration is defined as a census tract where a minority group's population is ten percentage points higher in that census tract than its proportion in the City's population.

See the Unique Appendix for additional information including a map of relevant ethnic and racial concentration by census tract in Pueblo.

NA-35 Public Housing - 91.405, 91.205 (b)

Introduction

The Housing Authority for the City of Pueblo (HACP) manages and operates public housing for the City to benefit eligible low-income families, seniors, and persons with disabilities. By working in partnership with the public and private sectors, HACP provides families with housing choice and the opportunity to achieve self-sufficiency. The information generated by the eCon tool in IDIS is insufficient to adequately describe the City's public housing; therefore, the supplemental tables in the following sections were populated using data that was gathered from the HACP.

See the Unique Appendix for additional information.

Totals in Use

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	33	216	875	1,430	1	1,357	32	0	0

Table 22 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data Source: PIC (PIH Information Center)

Characteristics of Residents

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	6,338	7,555	13,314	10,341	4,368	10,226	6,973	0
Average length of stay	2	3	4	7	0	7	0	0
Average Household size	2	2	2	2	2	2	1	0
# Homeless at admission	0	0	1	4	0	2	2	0
# of Elderly Program Participants (>62)	1	15	253	215	0	210	3	0
# of Disabled Families	9	75	196	583	0	546	19	0
# of Families requesting accessibility features	33	216	875	1,430	1	1,357	32	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	31	206	841	1,362	1	1,296	27	0	0
Black/African American	2	9	31	65	0	59	4	0	0
Asian	0	1	0	1	0	1	0	0	0
American Indian/Alaska Native	0	0	3	2	0	1	1	0	0
Pacific Islander	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	15	112	504	878	0	839	10	0	0
Not Hispanic	18	104	371	552	1	518	22	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

Section 504 of the Rehabilitation Act of 1973 and 24 CFR Part 8 requires that 5% of all public housing units be accessible to persons with mobility impairments. Another 2% of public housing units must be accessible to persons with sensory impairments. The Uniform Federal Accessibility Standards (UFAS) is the standard against which residential and non-residential spaces are judged to be accessible. According to data provided by HACP, 4 of the public housing units are ADA/504 Accessible. Data of the accessibility of HCV/Section 8 units is not available.

HACP does not currently maintain a waiting list for accessible units; however it intends to create a separate wait-list for ADA-accessible units as part of its 2021 Annual Plan. The data provided by the HACP indicates that 17 families in public housing and 9 voucher-holding families requested accessibility features.

What are the number and type of families on the waiting lists for public housing and section 8 tenant-based rental assistance? Based on the information above, and any other information available to the jurisdiction, what are the most immediate needs of residents of public housing and Housing Choice voucher holders?

According to HACP's 2021 Annual Plan, there are 742 families on the public housing waiting list; over ninety percent (674) are extremely low income, and 78% (580) are families with children. The greatest needs of households currently living in public housing continue to be stable, decent living conditions and access to opportunity in the form of employment, education, and/or transportation connections to neighborhood amenities. HACP continues to address the most immediate needs of its public housing residents by keeping the maximum number of public housing units possible available and in good condition.

There are 473 families on HACP's waiting list for HCV/Section 8 housing; over ninety-percent (442) are extremely low income, and 84% (396) are families with children. For households utilizing the Housing Choice Voucher (HCV) program, the immediate need is an increased supply of decent, affordable housing. Additional needs of those households accessing various forms of publicly supported housing include access to employment supportive public transportation, employment opportunities, and barrier removal for the elderly and disabled.

How do these needs compare to the housing needs of the population at large

A majority of City households are cost-burdened, emphasizing a need to increase the supply of affordable housing as well as its quality to improve housing choice, living environments, and promote self-sufficiency of LMI households. According to CHAS data, of renter-households earning below 30% HAMFI, 52% of other (non-family) households, 43% of large related households, and 42% of small related households are cost burdened; of renter-households in this income tier, 84% of other

households, 77% of large related households, and 73% of small related households are severely cost burdened. Stakeholders reported that the waiting lists for public housing and the Section 8 Voucher Program are between 3 and 5 years. Until a unit or voucher becomes available, households on the waiting list continue to subsist on extremely low incomes in housing conditions that are likely unaffordable, inadequate, or both.

Discussion

NA-40 Homeless Needs Assessment - 91.405, 91.205 (c)

Introduction:

Pueblo is a member of the statewide Colorado Coalition for the Homeless and receives funding through the statewide balance. The Colorado Balance of State Continuum of Care (BoS CoC) conducts an annual point-in-time (PIT) count of people experiencing homelessness. The PIT provides a "snapshot" of the homeless population and subpopulations for the Colorado Balance of State and captures information about demographic characteristics and risk factors related to homelessness.

The Colorado BoS CoC conducts a sheltered count every year and both a sheltered and unsheltered count every odd year; the 2024 PIT count only records sheltered unhoused people. Of those 120 counted in 2024, 101 were in emergency housing and 19 were in transitional housing. Twenty-one had some type of disabling condition -- 12 had a physical disability while 10 had a mental health concern. Ten were classified as using substances.

The 2023 PIT count (the latest available) noted that Pueblo was one of the three Colorado counties with the largest share of unhoused individuals, at 16%. In that count, 137 people were in emergency shelter or transitional housing, while 222 people were unsheltered.

The below table indicates all the information available in the 2023 PIT count; where the information is not available, fields are left blank.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	0	0	0	0	0	0
Persons in Households with Only Children	0	0	0	0	0	0

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Only Adults	0	0	0	0	0	0
Chronically Homeless Individuals	125	9	134	0	0	0
Chronically Homeless Families	0	0	0	0	0	0
Veterans	18	3	21	0	0	0
Unaccompanied Child	0	0	2	0	0	0
Persons with HIV	2	0	0	0	0	0

Table 26 - Homeless Needs Assessment

Data Source Comments: Balance of State Colorado PIT count 2023

Indicate if the homeless population is: Has No Rural Homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Data for the number of persons becoming and exiting homelessness each year and the number of days that persons experienced homelessness is not available for homeless individuals and families, families with children, veterans and their families, and unaccompanied youth in the City of Pueblo. This data is not collected at this time.

However, the 2023 PIT for the BOS found that 81% were households with only adults, but 18% were households with at least one adult and one child. Unaccompanied children were 2% of the total. Notably, 62% of unhoused adults had one or more disabling condition, and 37% of all unhoused adults were chronically homeless, pointing toward the need for additional services for these individuals.

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	100	129
Black or African American	10	8
Asian	1	1
American Indian or Alaska Native	13	21
Pacific Islander	0	2
Ethnicity:	**Sheltered:**	**Unsheltered (optional)**
Hispanic	63	64
Not Hispanic	74	89

Data Source Comments: Balance of State Colorado PIT count 2023

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

The PIT count for the BOS found that 18% of unhoused people in Pueblo were households with at least one adult and one child. Pueblo's PIT counted 21 veterans (both sheltered and unsheltered) in need of housing assistance, but did not include information on families of veterans.

Economic factors in housing supply have increased housing costs. Families with young children are also burdened with childcare expenses, or lack of economic opportunity if they can't secure childcare during working hours, increasing precarity for these households. Increasing affordable one- or two-bedroom housing units (for example, through more multifamily construction) may help ease cost burdens through greater supply. These households would likely also benefit from rental assistance.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Homelessness percentages tend to closely follow the city's racial and ethnic demographics. The City’s population is 48% Hispanic, and 49% of unhoused individuals in the 2023 PIT count were Hispanic. Pueblo is 70.3% white, and 73% of the homeless population was white. However, Black/African Americans make up 2.7% of the city's population, but 6% of its homeless percentages.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

According to the 2023 CO BOS PIT data for Pueblo, most unhoused people are unsheltered -- 62% were unsheltered, compared to 38% that were either in emergency shelters or transitional housing. Only 12% of the total were in transitional housing. Given that transitional housing is a pathway to stable permanent housing for many types of unhoused individuals, an increase in transitional housing may be beneficial for long-term help for the unhoused population in Pueblo. The PIT count also noted that 37% of unhoused individuals had a chronic illness, and 17% had a serious mental illness, while 11% had a substance abuse disorder.

Discussion:

NA-45 Non-Homeless Special Needs Assessment - 91.405, 91.205 (b,d)

Introduction

Persons with special needs include the elderly and frail elderly, persons with severe mental illness, persons with developmental disabilities, persons with physical disabilities, and persons with alcohol/other drug addictions. In addition, many persons with such special needs also have very low incomes.

Describe the characteristics of special needs populations in your community:

Individuals who have special needs are typically extremely low income and face tremendous challenges finding housing that they can afford. Individuals with special needs may also require supportive services in addition to affordable housing. Public and private sources have limited funds available for these purposes, making it difficult for non-profit organizations to develop and operate housing and supportive service programs.

Elderly

Elderly persons are more likely to live on fixed, very low incomes or require special supportive service to complete their daily routines. This means elderly residents especially need affordable housing options and easy access to service providers.

According to ACS 2019-2023 estimates, 18.6% of residents in the city are aged 65 or over. In addition, the Census reported that 45.6% of persons 65 years and over had at least one disability; 30.3% of whom experienced an ambulatory difficulty and 17% experienced an independent living difficulty.

Persons with Disabilities

According to the ACS, 20.9% of the City's population identify as having one or more disabilities.

In the City, 19.2% of the population lives below the poverty line. However, there are differences in the incidence of poverty by disability status. For people with a disability, 36.5% live below the poverty line.

Substance Abuse and Addiction

Behavioral health, including substance abuse, has been a frequent priority of the Pueblo County Public Health Department. In Pueblo County, the overdose death rate has fallen dramatically after public

health initiatives to address the issue. In 2022, the overdose death rate was 22.87 per 100,000; by by 2024, that rate had fallen to 18.89 per 100,000. However, substance abuse remains a detriment. Overdose deaths overwhelmingly affect males, with age groups 30-39 and 50-59 most commonly affected (at 29% and 21%, respectively).

What are the housing and supportive service needs of these populations and how are these needs determined?

Summarizing the above estimates and input received during stakeholder interviews held in preparing the Five-Year Consolidated Plan, the most significant needs for these populations are:

- Access to clean, safe, and affordable housing for renters and owners;
- Assistance making repairs to owner-occupied homes, including accessibility improvements;
- Removal of abandoned or unsafe/blighted homes, and replacement with new housing
- Removal of abandoned blighted commercial
- Rehabilitation of rental units;
- Increasing the number of designated supportive housing units and permanent supportive housing for families and people discharging from institutions, including respite beds for persons with medical needs; and
- Increasing emergency shelter beds.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

The Housing Opportunities for Persons With AIDS (HOPWA) Program is the only Federal program dedicated to the housing needs of people living with HIV/AIDS. Under the HOPWA Program, HUD makes grants to local communities, States, and nonprofit organizations for projects that benefit low-income persons living with HIV/AIDS and their families. The City of Pueblo does not receive HOPWA funds.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

Discussion:

NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

Through CDBG funds, the City of Pueblo can fund the construction, rehabilitation, or installation of public facilities. Eligible public facilities include neighborhood facilities (such as educational centers, parks, recreation centers, and libraries) and facilities for special needs populations (such as homeless shelters, elderly facilities, or centers for people with disabilities).

Stakeholder interviews cited a strong need for additional facilities to aid the unhoused population. Public meeting responses and public survey data also focused on homelessness facilities, but additionally highlighted the need for community centers, public transportation, healthcare facilities, and parks & recreation facilities.

How were these needs determined?

The City of Pueblo facilitated a series of stakeholder communications, a public survey, and public meetings regarding the needs across the community. Additionally, Pueblo analyzed CHAS data on housing problems and cost burden in the community, ACS data on poverty among groups such as elderly and the disabled, and the Colorado Coalition for the Homeless point-in-time count.

Describe the jurisdiction's need for Public Improvements:

Through the investment of CDBG funds, the City can also fund the construction, rehabilitation, or installation of public improvements. Public improvements include, but are not limited to, street and sidewalk improvements, water and sewer installation, and maintenance and ADA compliance construction and rehabilitation.

According to public survey data and public meeting discussion, improvements to roads, sidewalks and public transportation could improve public safety as well as enhance lower-income residents' economic opportunities by making it easier to access jobs and services.

How were these needs determined?

The City of Pueblo facilitated a series of stakeholder interviews and public meetings and received feedback regarding the needs across the community.

Describe the jurisdiction's need for Public Services:

Through the investment of CDBG funds, the City can fund an array of public services. Eligible public services include, but are not limited to, homeless services, education and workforce development programs, homebuyer counseling, elderly care and programs, and childcare and health services for low-moderate-income households.

According to public survey responses and public meeting discussions, public service needs include:

- Youth programs (day programs, summer camps, after-school activities, and job training);
- Mental health services for individuals and families who are homeless or at risk of homelessness;
- Substance abuse services
- Homeless services to help individuals maintain housing and economic independence

How were these needs determined?

The City of Pueblo facilitated a series of stakeholder interviews and public meetings and received feedback regarding the needs across the community.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

This market analysis identifies the need to advance efforts to create a diverse supply of additional affordable units. Ideally, the City of Pueblo will have a mix of housing to accommodate households of all types and income levels. The City's housing strategies will be especially guided by the increasing mismatch between incomes and housing costs and the specific accommodations necessary to ensure that special needs populations have adequate affordable housing options with appropriate supportive services where needed.

General conclusions about the market, as described in the following pages, include:

- Single family units – which tend to be larger than multi-family units – comprise 75% of the housing stock. There is a need for more multi-family housing units which tend to be more affordable, particularly for small families with children and single-person households, demographic groups particularly prone to cost burden and severe cost burden.
- The high incidence of poverty among households with children and persons with disabilities points to the need for affordable housing, particularly within the renter-occupied market.
- Stakeholders noted that the available housing inventory is inadequate across all price points; the fair market rent for a two-bedroom apartment in Pueblo is well out of reach for a full-time minimum wage worker, even with recent increases in Colorado's minimum wage.
- A majority of the housing stock, both renter- and owner-occupied units, in the City was constructed prior to 1979. The age of the housing stock points to the need for residential rehabilitation of both renter- and owner-occupied units.
- The greatest number of employment opportunities within the City occur in the education and health care sector, which generally require a minimum of a Bachelor's degree. This sector also imports the largest number of workers, suggesting that the current workforce does not have training or education that match the employment opportunities in the City, and that additional training or retraining opportunities are needed and/or may not be utilized by currently unemployed residents.

MA-10 Housing Market Analysis: Number of Housing Units - 91.410, 91.210(a)&(b)(2)

Introduction

According to the below CHAS data, there are 70,887 total residential units in the city of Pueblo, the vast majority (75%) of which are single-unit detached. Large multi-family (20+ units in a building) and alternative types of units (mobile homes, boats, etc.) are the next most-common types of housing, at 6% apiece.

According to 2019-2023 American Community Survey data, most housing is owner-occupied (68.3%), and 84.5% of the population has been living in their current homes for more than one year.

Housing size follows a few notable patterns, according to ACS data: Owner-occupied units are typically larger homes, with a notable concentration in the 3-bedroom (11,952 units) and 4+ bedroom (8,323 units) categories. Conversely, renter-occupied units are heavily concentrated in smaller dwellings, with a substantial majority in the 0-1 bedroom (5,112 units) and 2-bedroom (7,522 units) ranges.

There is a need for more multi-family housing units which tend to be more affordable, particularly for small families with children, the elderly, and the disabled, demographic groups that frequently live below the poverty line.

Data from the 2023 ACS indicates that among the entire County population, 15.4% live below the poverty line. Among children under the age of 18 and seniors over the age of 65, approximately 19.4% and 18%, respectively, live below the poverty line. For persons with a disability, 16% live below the poverty line. The high incidence of poverty among households with children, seniors, and persons with disabilities points to the need for affordable housing, particularly within the renter-occupied market.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	53,165	75%
1-unit, attached structure	2,505	4%
2-4 units	3,648	5%
5-19 units	3,020	4%
20 or more units	4,545	6%
Mobile Home, boat, RV, van, etc	4,004	6%
Total	***70,887***	***100%***

Table 27 – Residential Properties by Unit Number

Data Source: 2016-2020 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	169	0%	870	4%
1 bedroom	858	2%	5,189	23%
2 bedrooms	8,729	21%	8,174	36%
3 or more bedrooms	32,494	77%	8,463	37%
Total	***42,250***	***100%***	***22,696***	***100%***

Table 28 – Unit Size by Tenure

Data Source: 2016-2020 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

Currently, the portfolio of the Public Housing Program, operated by the Housing Authority of the City of Pueblo (HACP), has 689 rental units ensuring long-term housing. The Low-Income Tax Credit (LIHTC) properties have 286 units, of which 121 units are the Project Based Rental Assistance Program, and 55 units are Project Based Voucher Program which are tied to subsidized housing for long-term affordability.

The remaining 110 LIHTC properties are of mixed-income developments that promote sustainable affordability. HACP prioritized housing solutions for elderly residents and people with disabilities with 132 units in Section 8 New Construction and 96 units in the 202 PRAC programs. The Housing Choice Voucher Program enables family rental assistance in the private market. Currently, there are approximately 1,200 vouchers being administered by HACP.

HOME activities undertaken in 2023 included two new multi-family construction projects (77 units), one multi-family rehabilitation project (16 units), and continued tenant-based rental assistance.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

Housing units that receive tax credits or other forms of assistance can be at risk of being converted to market rate housing upon maturity of the tax credits or the affordability period, typically 15, 20, or 30 years. Without subsidies, many of these units will be lost to the low-income market, either through higher, non-subsidized rents being charged or from owners abandoning or converting units. The potential loss of these units would be significant in Pueblo should Section 8 subsidies not be renewed. If any of these units are lost to the low-income residents, HACP's waiting list will likely increase. However, subsidies are, in most cases, renewed as the owners of such housing often opt to stay in the program to ensure rent payments.

Does the availability of housing units meet the needs of the population?

The number of available housing units is insufficient to meet the needs of the population. According to HACP's 2021 Annual Plan, there are 742 families on the public housing waiting list; over ninety percent (674) are extremely low income, and 78% (580) are families with children. There are 473 families on HACP's waiting list for HCV/Section 8 housing; over ninety-percent (442) are extremely low income, and 84% (396) are families with children.

Describe the need for specific types of housing:

Single family units – which tend to be larger than multi-family units – comprise 75% of the housing stock. There is a need for more multi-family housing units which tend to be more affordable, particularly for small families with children, the disabled, and the elderly. Stakeholders confirmed these findings, reporting that the greatest need is split between studio/one-bedroom apartments and multi-family units.

Discussion

MA-15 Housing Market Analysis: Cost of Housing - 91.410, 91.210(a)

Introduction

The HUD-provided table below (Table 44) indicates the number of affordable units available to households with various income levels.

The 2,394 rental units identified as affordable to households earning 30% of the HUD-adjusted Median Family Income (HAMFI) represent 9.4% of the 25,557 units of renter-occupied housing inventory in the County as of the below charts, which incorporate data from 2020. Just over 31% of renter housing is affordable to households earning 50% HAMFI.

The Fair Market Rent (FMR) for a two-bedroom unit in the County of Pueblo in 2020 was $1,124 per month, according to the below tables. To avoid being cost burdened, a household needed to earn $44,960 per year, or roughly $21.61 per hour. (The minimum wage in Colorado was $12 per hour in 2020, meaning a worker would earn $24,960 per year for a 40-hour workweek.)

Fair market rent for a two-bedroom has increased to $1,258 in 2025, meaning a household would need to earn $50,320 in order not to be cost burdened. The minimum wage has increased to $14.89 as of 2025, or $30.97 for a 40-hour workweek, still leaving minimum-wage earners unable to comfortably afford a FMR two-bedroom on a 40-hour workweek.

Cost of Housing

	Base Year: 2009	Most Recent Year: 2020	% Change
Median Home Value	0	0	0%
Median Contract Rent	0	0	0%

Table 29 – Cost of Housing

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Rent Paid	Number	%
Less than $500	5,570	24.5%
$500-999	13,311	58.6%
$1,000-1,499	3,135	13.8%
$1,500-1,999	425	1.9%
$2,000 or more	185	0.8%
Total	***22,626***	***99.7%***

Table 30 - Rent Paid

Data Source: 2016-2020 ACS

	Base Year: 2010		Most Recent Year: 2015		% Change	
	City	County	City	County	City	County
Median Home Value	$120,600 ($130,073 in 2015)	$140,700 ($151,752 in 2015)	$114,200	$138,600	-5.31% (-12.20% adjusted)	-1.49% (-8.67% adjusted)
Median Contract Rent	$517 ($558 in 2015)	$537 ($579 in 2015)	$577	$601	11.61% (3.48% adjusted)	11.92% (3.77% adjusted)
Median Income	$34,323 ($37,019 in 2015)	$40,699 ($43,896 in 2015)	$34,550	$41,286	0.66% (-6.67% adjusted)	1.44% (-5.95% adjusted)

Source: 2006-2010 5-Year ACS (2009 5-Year Estimates no longer available), 2011-2015 5-Year ACS (B19013, B25077, B25058)

Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	2,394	No Data
50% HAMFI	7,972	4,684
80% HAMFI	15,191	13,415
100% HAMFI	No Data	19,075
Total	***25,557***	***37,174***

Table 31 – Housing Affordability

Data Source: 2016-2020 CHAS

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	815	854	1,124	1,471	1,674
High HOME Rent	657	661	875	1,124	1,234
Low HOME Rent	596	638	766	885	987

Table 32 – Monthly Rent

Data Source: HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

There is insufficient housing for 0-80% HAMFI income groups, particularly for extremely low- and very low- income households in the City.

According to 2020 CHAS data analyzed in the Needs Assessment, there are 20,005 households earning between 0% and 50% of the median family income in Pueblo. However, there are only 15,050 housing units (both renter and owner-occupied) affordable to these households, accommodating only 75.2% of this population. Stakeholders also noted that the available housing inventory is inadequate across all price points.

How is affordability of housing likely to change considering changes to home values and/or rents?

Median income has struggled to keep pace with inflation in recent years. For example, although the Federal Reserve Bank of St. Louis estimates that Pueblo County income rose from $50,885 in 2020 to $63,801 in 2023 (the latest estimate), the Bureau of Labor Statistic's inflation calculator shows a household would need to earn $65,138 to maintain buying power over that time. That erosion of buying power presents challenges for affording housing.

As for housing costs specifically, the County and City of Pueblo commissioned a Housing Assessment and Strategy Report, released in 2021 and updated in 2024, noting the particular difficulties of maintaining and increasing affordable housing stock in the current economic and regulatory environment. In 2024, the report noted that apartment rents had spiked an average of 30% from mid-2021 to the end of 2022, while single-family-home sales prices had also risen noticeably, with the average price increasing by 150% over the previous 10 years. New housing development of all types is the core solution to these problems, according to the report, but housing production has not kept pace. The report noted that construction costs are not favorable for rapid production for the foreseeable future, forecasting a continued housing shortage that prevents more affordable housing. It recommended regulatory revisions to ease the high cost of construction, and Pueblo is currently changing its zoning ordinances to facilitate this.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

Area Median Rent is $1,268, while the FMR for a 2-bedroom unit is $1,124. As discussed above, the FMR is not attainable for most lower-income households. Rental housing costs are increasing while median income struggles to keep up, meaning that housing costs account for a relatively larger share of income for renters.

As housing construction and rehabilitation costs rise, it will be increasingly difficult to produce much needed affordable housing. Efficient creation of new affordable units is important for maintaining affordability.

Discussion

MA-20 Housing Market Analysis: Condition of Housing - 91.410, 91.210(a)

Introduction

The following data provide an overview of the condition of housing in the City of Pueblo.

Describe the jurisdiction's definition of "standard condition" and "substandard condition but suitable for rehabilitation":

Standard Condition: No major structural defects; adequate plumbing and kitchen facilities; appearance which does not create a blighting influence; and the house meets additional, more stringent, local standards and building codes, including lead-based paint clearance.

Substandard Condition but Suitable for Rehabilitation: The nature of the substandard condition makes rehabilitation both financially and structurally feasible.

Housing Conditions

Condition of units is assessed using the same criteria as in the Needs Assessment. This includes: 1) lacks complete plumbing facilities, 2) lacks complete kitchen facilities, 3) more than one person per room, 4) cost burden (amount of income allocated to housing) is greater than 30%, and 5) complies with applicable building code standards.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	9,460	22%	10,335	46%
With two selected Conditions	223	1%	740	3%
With three selected Conditions	0	0%	50	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	32,570	77%	11,577	51%
Total	***42,253***	***100%***	***22,702***	***100%***

Table 33 - Condition of Units

Data Source: 2016-2020 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	9,448	22%	3,339	15%
1980-1999	9,013	21%	4,805	21%
1950-1979	16,196	38%	9,280	41%

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Before 1950	7,544	18%	5,260	23%
Total	***42,201***	***99%***	***22,684***	***100%***

Table 34 – Year Unit Built

Data Source: 2016-2020 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	23,740	56%	14,540	64%
Housing Units build before 1980 with children present	3,760	9%	2,231	10%

Table 35 – Risk of Lead-Based Paint

Data Source: 2016-2020 ACS (Total Units) 2016-2020 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 36 - Vacant Units

Data Source: 2005-2009 CHAS

Describe the need for owner and rental rehabilitation based on the condition of the jurisdiction's housing.

<TYPE=[text] REPORT_GUID=[F8DC4D3147433947165558A235C46686]
PLAN_SECTION_ID=[1313801000]>

Estimate the number of housing units within the jurisdiction that are occupied by low or moderate income families that contain lead-based paint hazards. 91.205(e), 91.405

Lead-based paint was banned from residential uses in 1978. All houses constructed before 1978 are therefore considered at risk for containing lead-based paint. HUD has made the elimination of housing units containing lead-based paint a priority, estimating that 90% of pre-1940 housing units, 80% of units constructed between 1940-1959, and 62% of units constructed from 1960-1979 contain lead-based paint.

Lead-based paint hazards pose the greatest risk for children, especially those under seven years of age. The poisoning of children from contact with lead-based paint has been recognized as a major public health problem by the Center for Disease Control (CDC). According to the CDC, lead is the number one environmental health hazard to American children. It is estimated that 10%-15% of all preschoolers in the United States are affected. Lead poisoning causes IQ reductions, reading and learning disabilities, decreased attention span, hyperactivity, and aggressive behavior.

The HUD IDIS-generated table above provides data on owner-occupied and renter- occupied units built before 1980, and housing units built before 1980 with children present. As the table indicates, though there are a higher proportion of renter-occupied units built prior to 1980, children are almost equally likely to be impacted by lead-based paint hazards in both owner- and renter-occupied units.

Discussion

MA-25 Public And Assisted Housing - 91.410, 91.210(b)

Introduction

The Housing Authority for the City of Pueblo (HACP) operates 778 conventional public housing units for low-income, elderly, and disabled Pueblo residents. By working in partnership with the public and private sectors, the HACP provides families with housing choice and the opportunity to achieve self-sufficiency. The information generated by the eCon tool in IDIS is insufficient to adequately describe the City's public housing; therefore, the supplemental tables in the following sections were populated using data that was gathered from HACP.

Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	30	215	901	1,501	0	1,501	263	0	0
# of accessible units									
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**									

Table 37 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

The Housing Authority for the City of Pueblo (HACP) operates 778 conventional public housing units for low-income, elderly, and disabled Pueblo residents. Per HACP's 2021 Annual Plan, it also manages 214 homes in the area. In addition, HACP is approved to administer 1,540 HCV/Section 8 units, including 60 HCV's specifically for veterans.

HUD's Real Estate Assessment Center conducts physical property inspections of properties that are owned, insured or subsidized by HUD, including public housing and multifamily assisted housing. The purpose is to ensure that public housing units are decent, safe, sanitary, and in good repair. Of the 16 multifamily units inspected, only one (Casa Del Sol) received a non-passing grade (grade received: 54c on 2/15/2023) in the past several years. Buildings must receive a 60 to be considered passing. However, other buildings received a "c" rating, meaning that at least one life-threatening health and safety deficiency was found. Non-life threatening health and safety deficiencies were found in four of the 12 multifamily developments inspected (‘b’ ratings). Four of the 16 buildings received a "c" rating, and five received a "b."

Public Housing Condition

Public Housing Development	Average Inspection Score

Table 38 - Public Housing Condition

Uplands Townhomes	800249567	97	9/5/2024
MINERAL PALACE	800003097	94	7/25/2024
Encino Apartments	800252129	93	7/24/2024
AZTECA APTS	800002926	90	7/16/2024
BETHLEHEM SQUARE	800002933	90	11/16/2023
Fenix Apartments	800250485	75c*	8/28/2023
Outlook Ridge Phase II	800244937	94b	7/26/2023
PRESERVE AT BELMONT	800073062	94c	7/11/2023

Housing ratings 1

Property Name	REMS Property ID	Inspection Score1	Release Date 1
Fearnow Group Homes	800213150	83a	5/10/2023
Outlook Ridge Apartments	800234870	99a*	3/9/2023
VILLAS AT PARK WEST	800218893	88b*	3/8/2023
Casa Del Sol Apartments	800248668	54c*	2/15/2023
PUEBLO VILLAGE APARTMENTS	800003147	91b*	11/3/2022
Villas at Park West II	800226970	88c*	8/16/2022
UNION PLAZA APARTMENTS	800003218	88b	7/7/2022
RICHMOND APARTMENTS	800073137	95b	6/24/2022

Housing ratings 2

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

Per its 2021 Annual Plan, the HACP has leveraged private and other public funds to begin construction on Mountain View Townhomes, consisting of 51 new affordable housing units. Mountain View Townhomes are the second of a four-phase project to demolish and replace the 212-unit Sangre de Cristo Apartments. Phase one of the project, construction of the 72-unit Uplands Townhomes, has been completed.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

The HACP has established the following strategy in its 5-Year PHA Plan to improve the living environment of public housing residents:

- Implement measure to deconcentrate poverty by bringing higher income public housing households into lower income developments;

- Implement measures to promote income missing in public housing by assuring access for lower-income families into higher-income developments;
- Implement public housing security improvements, such as increased lighting and security officers in high-crime areas.

In addition, the HACP administers the Family Self-Sufficiency Program (FSS), in which families sign a 5-year contract to become self-sufficient. The program allows families to set aside a portion of rent increases, as a result of increases in earned income during the contract, into an escrow account. At the end of the contract families receive the escrow account to use as a down payment on the purchase of a home or for deposits and other fees associated with renting in the private market. Homeownership counseling is also offered to residents enrolled in the program. As of October, 2020, there were a total of 47 FSS participants; 29 in public housing, and 18 in Section 8.

Discussion:

Explanation of Inspection Scores in Public Housing Condition Table:

- An asterisk (*) indicates that health and safety (H&S) deficiencies were found with respect to smoke detectors.
- The lower-case letter indicates whether or not other kinds of H&S deficiencies were observed, as follows:

a) The letter "a" is given if no health and safety deficiencies were observed other than for smoke detectors.

b) The lower-case letter "b" is given if one or more non-life threatening H&S deficiencies, but no exigent/fire safety H&S deficiencies were observed other than for smoke detectors.

c) The lower-case letter "c" is given if one or more life threatening exigent/fire safety (calling for immediate attention or remedy) H&S deficiencies were observed.

MA-30 Homeless Facilities and Services - 91.410, 91.210(c)

Introduction

This section of the Consolidated Plan lists and describes housing facilities and services available to meet the needs of the homeless population in the City of Pueblo. The City supports the cooperative efforts and activities of local service providers through its membership in the Colorado Balance of State Continuum of Care (BoS CoC). The BoS CoC works to address homelessness and the priority needs of homeless individuals and families, including homeless subpopulations. To the extent possible, the City also assists agencies seeking federal, state, and private funding for housing and activities related to homelessness and those at risk of homelessness.

Facilities Targeted to Homeless Persons

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	96	0	0	35	0
Households with Only Adults	96	0	13	9	25
Chronically Homeless Households	0	0	0	0	0
Veterans	0	0	0	0	10
Unaccompanied Youth	0	10	0	0	0

Table 39 - Facilities Targeted to Homeless Persons

Data Source Comments: Source: 2025 PIT BoS CoC

Describe mainstream services, such as health, mental health, and employment services to the extent those services are use to complement services targeted to homeless persons

Affordable Housing:

For those homeless or low-income citizens who are seeking to obtain rental housing or to purchase a home, the City of Pueblo has several programs that assist with education on home purchase, and the Colorado Housing and Finance Authority provides down payment assistance.

In addition to the Housing Authority programs described in Section MA-25, nonprofit organizations throughout Pueblo help boost affordable housing: Nancy's Place offers youth aging out of foster care an affordable housing option; Neighborworks of Southern Colorado offers homebuyer education and down payment assistance;Posada offers tenant-based rental assistance (TBRA) funding through the HOME program.

Education and Employment:

Education, training, and employment opportunities are available through Pueblo Corporate College's Mobile Learning Lab, Pueblo City-County Library, Re-Hire Colorado, and the Colorado Workforce Center. In addition, the Boys and Girls Club offers a workforce development initiative to prepare high school students for employment, and Pueblo Diversified Industries provides job training for the developmentally disabled.

Food and Meals:

A number of organizations provide meals and food assistance to households facing food insecurity, including homeless households, including: Catholic Charities, Pueblo Community Soup Kitchen, Pueblo Food Project, Cooperative Care Center, Care and Share, Salvation Army, and the Center Toward Self-Reliance. The Senior Resource Development Agency (SRDA) provides food assistance, as does the USDA Food Distribution Program.

Health Counseling:

The following organizations provide healthcare counseling, including general health, general counseling, mental health, substance abuse, maternal, and reproductive health services that complement services targeted to homeless persons: Health Solutions, Friendly Harbor, Crossroads' Managed Care, Catholic Charities, YWCA, and Pueblo Community Health Center. UC Health University of Colorado Hospital also has programs dedicated toward assisting unhoused people.

Transportation:

The City of Pueblo's public transportation provider covers most of the City; however, stakeholders identified transportation as a barrier for low-income households to access services and travel to and/or

from employment opportunities. The Senior Resource Development Agency (SRDA) offers a transportation program to provide the elderly with rides to medical appointments, grocery shopping, recreation, and legal and social services.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

The following presents an inventory of service providers dedicated to assisting the homeless within the City of Pueblo:

Posada:

- Provides an 11-unit emergency shelter and supportive services to families with children. Case workers provide assistance and referrals for shelter, food, employment assistance, and review options for low-income housing, as well as identifying community resources and programs to obtain self-sufficiency.
- Sunset Motel provides a 16-unit SRO for seniors
- Nancy's Place provides an affordable housing option for youth aging out of foster care with a 7-unit, single-room occupancy facility

YWCA:

- Provides short-term emergency shelter for survivors of domestic violence.

The Pueblo Shelter

- Provides a 95-bed emergency shelter to single adult men and women

Health Solutions

- The Right Place provides permanent supportive housing (30-35 units)

Crazy Faith Ministries

- Emergency shelter

Pueblo Rescue Mission: Provides 95-bed emergency shelter to single adult men and women.

Nancy's Place: Provides an affordable housing option for youth aging out of foster care via a 7-unit, single-room occupancy facility.

MA-35 Special Needs Facilities and Services - 91.410, 91.210(d)

Introduction

The special needs population includes individuals having mobility impairments, disabilities, or that require supportive services. Typically, this population has severe or persistent mental illness, development and/or physical disabilities. Several organizations provide facilities and services for special needs populations in the City of Pueblo.

Various supportive housing needs of the non-homeless have been identified by service providers who were interviewed during the Consolidated Plan process. Cited needs include home repair and maintenance for the elderly, accessibility improvements, housing for people with mental illness and disabilities, mental health and addiction services, and affordable housing for all sub-populations.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Supportive housing is defined as living units that provide a planned services component with access to a wide range of services needed for the resident to achieve personal goals. Various populations with special needs require supportive housing. For some individuals, supportive housing is needed because they are unable to undertake the activities of daily living without assistance. The specific needs of local special needs subpopulations are described in NA-45, Non-Homeless Special Needs Assessment.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

<TYPE=[text] REPORT_GUID=[F8DC4D3147433947165558A235C46686] PLAN_SECTION_ID=[1350402000]>

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The City plans to undertake the following activities within the next year to address identified housing and supportive service needs for the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, and public housing residents:

- Support the development of least-restrictive and affordable housing for developmentally disabled persons and support the expansion of services to developmentally disabled persons;
- Support the development of housing adaptable to the needs of physically disabled persons and modify housing to meet the needs of physically disabled; and
- Continue to work with service agencies that provide assistance to the developmentally and physically disabled community, as well as agencies providing services to youth and elderly populations.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

See above.

MA-40 Barriers to Affordable Housing - 91.410, 91.210(e)

Describe any negative effects of public policies on affordable housing and residential investment

The City is preparing an Analysis of Impediments to Fair Housing Choice concurrently with the Consolidated Plan for 2025. This AI noted that as housing prices rise relative to income, the City must continue its work in creating conditions for efficient development of new housing stock.

Unleashing market-rate housing can ease pressure on housing costs down the economic spectrum, as higher-income residents are often attracted to newer developments and therefore do not displace incumbent residents or outbid lower-income competitors for existing housing stock. However, new building permits dropped significantly after 2021, according to the Pueblo Comprehensive Plan and the Housing Needs Assessment, updated in 2024.

To facilitate efficiency in developing new housing stock and helping residence afford housing, the City's action plan includes:

- Ensuring that municipal zoning ordinances relax restrictions on multifamily housing where appropriate, especially in infill areas
- Exploring land-use designations for high-density housing
- Decreasing construction costs by modernizing codes
- Reforming acquisition and disposition policies of city-owned real estate to encourage development
- Streamlining city/county coordination for speedier development processes

This is not a comprehensive list, but rather examples of the most targeted ways in which the City and County of Pueblo are working to update existing public policies and encourage residential investment over the next five years.

MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

Introduction

The largest number of workers who live in the City, according to the Business Activity table below, are employed in Education and Health Care Services (26%). This is consistent with the types of employment opportunities available for City residents; major employers in the area include Colorado State University-Pueblo, Pueblo Community College, Colorado Technical University, Intellitec College, as well as St. Mary Corwin and Parkview Hospitals.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	351	50	1	0	-1
Arts, Entertainment, Accommodations	5,143	5,468	16	18	2
Construction	2,514	1,350	8	4	-4
Education and Health Care Services	8,032	10,934	26	36	10
Finance, Insurance, and Real Estate	1,449	1,366	5	5	0
Information	424	423	1	1	0
Manufacturing	2,891	1,643	9	5	-4
Other Services	1,177	1,137	4	4	0
Professional, Scientific, Management Services	1,627	835	5	3	-2
Public Administration	0	0	0	0	0
Retail Trade	5,360	5,947	17	20	3
Transportation and Warehousing	1,059	433	3	1	-2
Wholesale Trade	1,174	617	4	2	-2
Total	31,201	30,203	--	--	--

Table 40 - Business Activity

Data Source: 2016-2020 ACS (Workers), 2020 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	49,085
Civilian Employed Population 16 years and over	45,320
Unemployment Rate	7.65
Unemployment Rate for Ages 16-24	20.56
Unemployment Rate for Ages 25-65	4.45

Table 41 - Labor Force

Data Source: 2016-2020 ACS

Occupations by Sector	Number of People
Management, business and financial	8,180
Farming, fisheries and forestry occupations	1,695
Service	5,995
Sales and office	10,715
Construction, extraction, maintenance and repair	4,405
Production, transportation and material moving	2,765

Table 42 – Occupations by Sector

Data Source: 2016-2020 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	34,953	81%
30-59 Minutes	5,859	14%
60 or More Minutes	2,213	5%
Total	***43,025***	***100%***

Table 43 - Travel Time

Data Source: 2016-2020 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	2,530	410	3,160

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
High school graduate (includes equivalency)	9,890	810	6,465
Some college or Associate's degree	14,750	1,045	5,760
Bachelor's degree or higher	9,115	250	1,975

Table 44 - Educational Attainment by Employment Status

Data Source: 2016-2020 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	190	365	585	695	1,125
9th to 12th grade, no diploma	1,635	1,465	1,190	1,810	1,430
High school graduate, GED, or alternative	3,530	4,605	3,830	8,725	6,455
Some college, no degree	3,825	4,340	3,310	7,040	5,505
Associate's degree	645	1,885	1,560	3,465	1,570
Bachelor's degree	470	2,465	2,085	3,480	2,465
Graduate or professional degree	95	670	980	1,670	1,755

Table 45 - Educational Attainment by Age

Data Source: 2016-2020 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	24,401
High school graduate (includes equivalency)	29,600
Some college or Associate's degree	32,281
Bachelor's degree	42,381
Graduate or professional degree	54,964

Table 46 – Median Earnings in the Past 12 Months

Data Source: 2016-2020 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The major employment sector within the City of Pueblo is Education and Health Care Services, providing 36% of the jurisdiction's jobs. Jobs in these sectors correspond to the presence of Colorado State

University-Pueblo, Pueblo Community College, Colorado Technical University, Intellitec College, and two school districts. In terms of health care employment, there are two major hospitals in the area, St. Mary Corwin and Parkview, as well as the Veterans Affairs Eastern Colorado Health Care System and the Colorado Mental Health Institute.

The Retail Trade, and Arts, Entertainment, and Accommodations Sectors are the next largest employment sectors, providing 20% and 18% of jobs within the City, respectively. There are several commercial centers in the City, ranging from the downtown area, with various shops, boutiques and services, to neighborhood commercial corridors that provide services and retail needs to residents that live nearby.

Describe the workforce and infrastructure needs of the business community:

The largest negative values in the Jobs Less Workers column of the Business Activity Table, which reflects an oversupply of labor for the sector (more workers than jobs), are within Manufacturing and Construction.

This indicates commuter populations working in these jobs, traveling from the City for opportunities in the manufacturing and construction sectors, which in turn indicates a shortage of these jobs within the City.

The largest positive value in the Jobs Less Workers column, which signifies importing workers, is within Education and Health Care Services. This indicates that workers are traveling to the City for opportunities in this sector, which in turn suggests a surplus of these jobs within the City.

The tables above indicate commute times have risen for a small percentage of the workforce: In 2020, 14% of commuters took 30-59 minutes to commute to work, and 5% took more than an hour -- an increase from the 2015 numbers, which were 13% and 4%, respectively. The majority took less than 30 minutes for their commute, indicating reasonable transportation infrastructure.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

1) The Pueblo Community Health Center (PCHC) has built a 62,500 square foot medical clinic that includes health, mental health, pharmacy, and lab services. This $25 million project is in an LMI area of the City (East 8th Street/Lacrosse) and brought with it much-needed revitalization and economic stimulus.

2) Fomcore, a manufacturer of soft seating furniture, opened in 2024 at 200 Greenhorn Drive and added 85 jobs to Pueblo. The project included $1.74 from the city's half-cent sales tax fund, and a $10 million investment overall.

3) CR Minerals built a $15 million facility in Pueblo's St. Charles Industrial Park in 2017 as part of their Phase 1 development, and expanded their facility with approximately $11 million capital investment, adding eight new full-time jobs in 2023.

4) Evraz Rail Mill – Pueblo Urban Renewal issued $91 million in bonds to help construct Evraz's new $500 million Rail Mill, the first solar-powered steel mill in the country. The project broke ground in 2022 and provided for 1,100 jobs.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The data in the above tables indicates an unemployment rate of 7.65% in Pueblo County in 2020, slightly below the national unemployment rate of 8.1% that year. Education attainment levels show the majority of employed individuals had some college or associates degree (14,750, or 30%), followed by high school diploma or equivalent (9,890, or 20.1%), then bachelor's degree (9,115, or 18.6%).

By far the largest positive value in the Jobs Less Workers column, which signifies importing workers, also occurred within Education and Health Care Services; this suggests that the current workforce does not have training or education that match the employment opportunities in the City, and that additional training or retraining opportunities are needed and/or may not be utilized by currently unemployed residents. While the biggest portion of employed individuals had some college or an associate's degree, these in-demand sectors often require a minimum of a bachelor's degree.

The Retail Trade, and Arts, Entertainment, and Accommodations Sectors are the next largest employment sectors, providing 20% and 18% of jobs within the City, respectively. These job categories are generally among the lower paid of the various categories.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Pueblo Corporate College's Mobile Learning Labs are sponsored through the U.S. Department of Labor, providing portable classrooms with instructors to deliver skills development and training.

Pueblo City-County Library District's Adult Learning Program provides adults (18 and up) with opportunities to increase basic skills in reading, writing, and math, prepare for High School Equivalency

(HSE) tests, learn English, improve/increase civic engagement, and develop the skills to transition to further education and jobs.

ReHire Colorado is a transitional employment program that is administered by Colorado Department of Human Services. The goal of ReHire Colorado is to help individuals with barriers to employment re-enter the workforce by combining wage-paid work, job skills training, and supportive services.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

<TYPE=[text] REPORT_GUID=[F8DC4D3147433947165558A235C46686] PLAN_SECTION_ID=[1370705000]>

Discussion

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

The City defines “concentration” as areas where high percentages in a census tract have one or more housing problems. The following data by census tract is based on housing quality indicators (selected conditions). Selected conditions include the following: (1) the lack of complete plumbing facilities, (2) the lack of complete kitchen facilities, (3) more than one person per room, and (4) cost burden greater than 30%.

The map below ("Concentration of Housing Problems") indicates areas where high concentrations of housing problems occur among low-income households.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

For the purposes of this Consolidated Plan, concentration is defined as a census tract where a minority group’s population is ten percentage points higher in that census tract than its proportion in the City’s population.

The City’s population is 48.4% Hispanic. An area of concentration of Hispanic residents will be any Census tract that is at least 58.4% Hispanic. See the attached map ("Ethnicity Map 1") for population concentrations.

What are the characteristics of the market in these areas/neighborhoods?

Home values in these areas/neighborhoods tend to be lower than the City Median. In addition, the housing stock tends to be older (constructed prior to 1979), meaning that these neighborhoods tend to have concentrations of housing problems due to age-related deterioration and a corresponding need for rehabilitation.

Are there any community assets in these areas/neighborhoods?

The community assets include local businesses, parks and community facilities, multiple educational facilities, and several medical complexes. The following is a list of assets and resources in different neighborhoods.

<u>West Park/Hyde Park</u>

- Schools: Chavez Preparatory Academy/Dolores Huerta Academy, Charter School (K-8, High School)
- Irving Elementary School (D60)

- Medical: Park West Medical Center, Kaiser Permanente, Pueblo Cardiology Center
- Government: Social Security Office
- Recreational: YMCA, Wildhorse Park, Hyde Park Park
- Business: Realty Offices, Convenience Store, Dollar General, Carwash

Eastside

- Schools: Bradford and Parkview Elementary Schools, Fountain Magnet School, Risley Middle School (D60)
- Medical: Pueblo Community Health Center
- Recreation: Plaza Verde Park, Mitchell Park, El Centro Quinta Sol Park, Portland Park
- Business: Double J Meat Market, Laundry, Carwash, Vehicle Service Centers, Convenience Stores, Three Bars, Chicken and Cone, Locksmith, Pawn Shop.
- Library: Lucero Library
- Government: Food Pantry, Pueblo County Human Services – Weatherization and Commodities Offices

Bessemer

- Schools: Minnequa Elementary, Bessemer Elementary School, Central High School, John Newman Catholic School
- Medical: Saint Mary-Corwin Hospital
- Recreation: Bessemer Park, Stauter Field, Raigoza Park, Lake Minnequa Park and Open Space
- Business: Restaurants, used carsales, auto repair centers, carwash, bank, barber, Mountain States Communications, Evraz Steel Mill, ABC Rail, Gagliano's Market, Zolesman Bakery
- Government: none
- Community Development: NeighborWorks of Southern Colorado

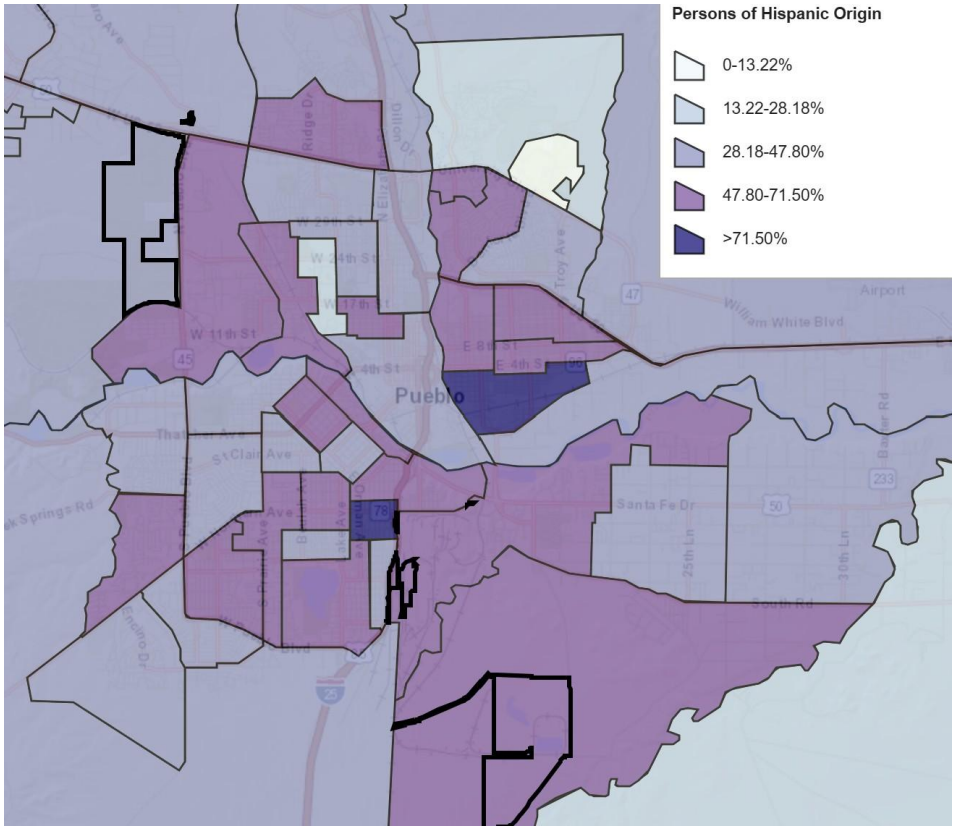
Belmont

- Schools: Spann, Franklin, and Belmont Elementary Schools, Heaton Middle School, East High School
- Medical: Rocky Mountain Eye Center, Health Solutions Medical Campus
- Recreational: Belmont Park, Drew Dix Park
- Library: Barkman Library
- Government: none
- Business: Belmont Shopping Center, Big R Ranch Supply, Save-A-Lot grocery, McDonalds, Wendy's, Subway, Walgreens, laundry, bank,

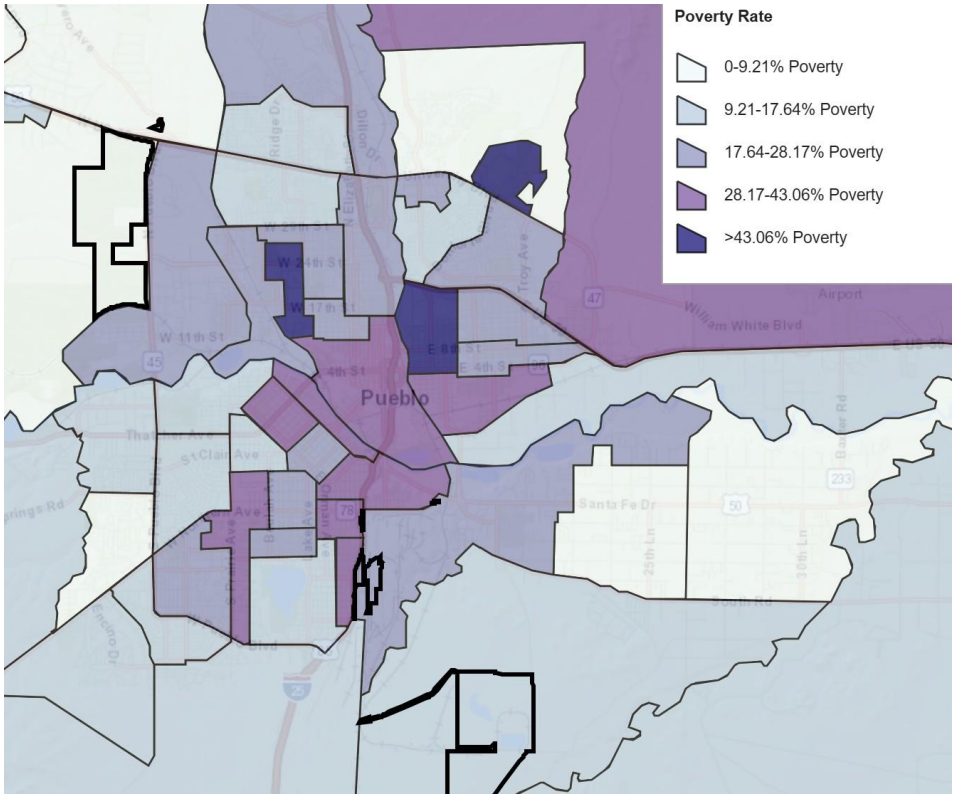
Are there other strategic opportunities in any of these areas?

Housing and transportation costs typically consume about half of the average household budget, offering a useful evaluative tool to determine strategic opportunities such as where to locate resources or facilities and areas of potential economic distress. In the City of Pueblo, the most significant housing issues are cost burden and severe cost burden. According to CHAS data, 14.2% of City households are cost burdened and 13.1% are severely cost burdened. Given a lack of decent, affordable housing options, the area's lower-income households often face a choice between deficient, substandard housing and cost burden.

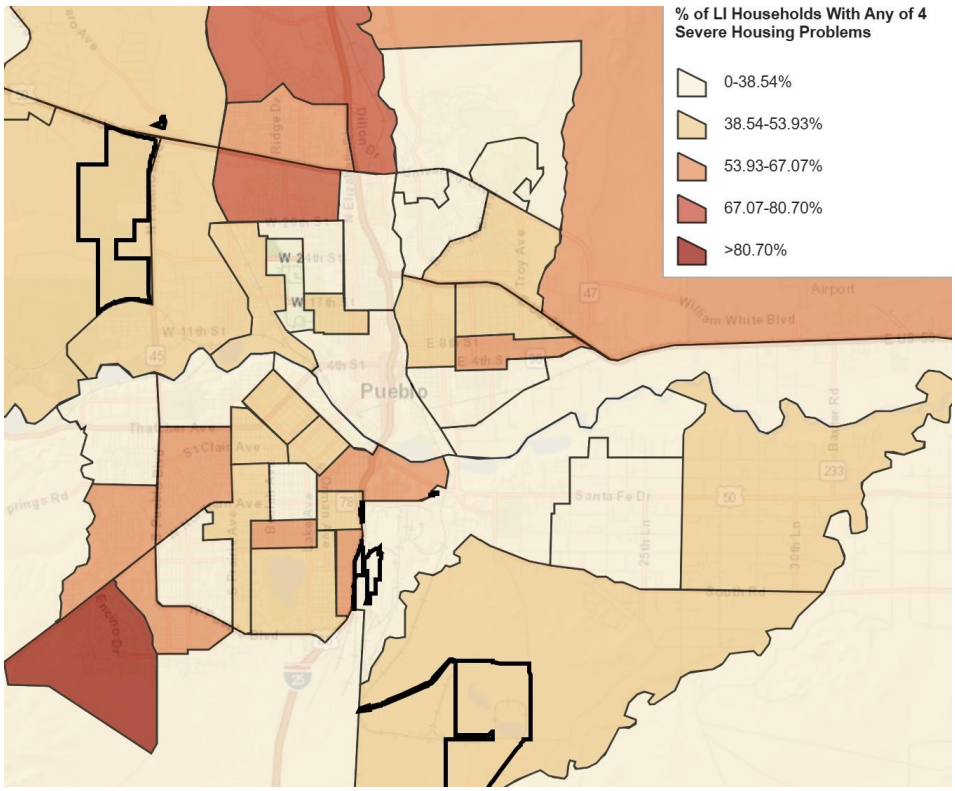
Information obtained during public meetings and the public survey indicate that low-income residents have problems accessing transportation and amenities, including employment centers, grocery stores, and childcare. These areas present strategic opportunities for residential, commercial and/or mixed-use development, including infrastructure and public facilities improvements.



Ethnicity map 1



Poverty concentration



Concentration of housing problems

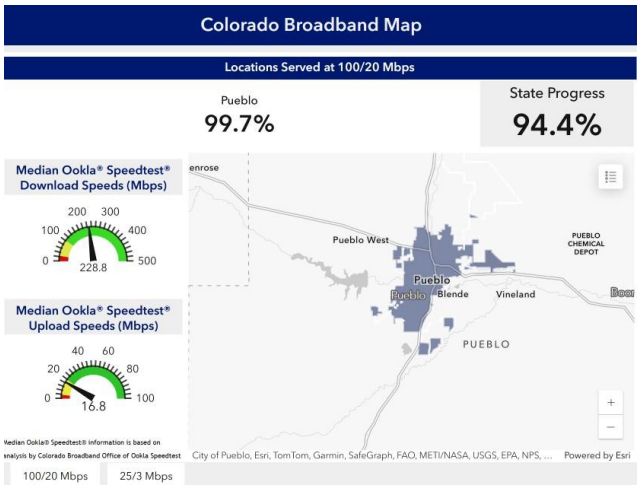
MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Broadband is accessible in 95.7% of Pueblo County and 99.7% of the city of Pueblo, according to the Colorado Broadband Office.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

The city of Pueblo's website lists its internet providers as: AT&T, Xfinity, CenturyLink, HughesNet, and T-Mobile Fiber. According to ACS data from 2023, 85.1% of households have an internet subscription. That percentage is lower than the national rate of 91.2%, indicating that although Pueblo has a variety of internet providers, and broadband is almost universally available in the county and city, residents may struggle to afford internet in their homes.



Pueblo Broadband

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

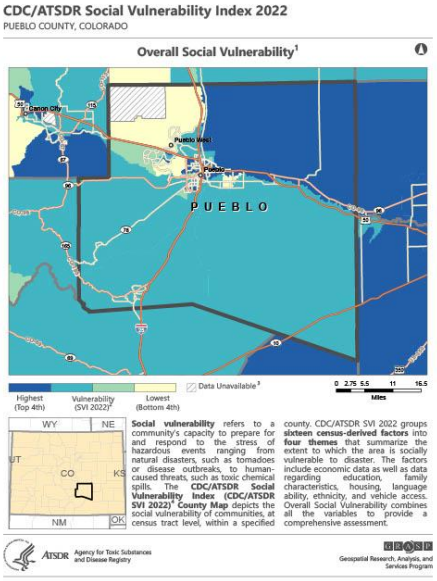
The Emergency Services Bureau of the Pueblo County Sheriff's Office updated its legally mandated Natural Hazard Mitigation Plan for Pueblo County, Colorado in 2024. The plan identified hazard risk/vulnerability rankings of potential hazards for Pueblo County and its jurisdictions, including the City of Pueblo. Thunderstorms, lightning, and wildland fires were identified as potential natural hazards with a very high likelihood of occurrence. Droughts, floods, hailstorms, tornados, and zoonotic disease were also identified as potential hazards with a high likelihood of occurrence. The hazards listed are common to the high plains desert, but climate change may affect the frequency of such conditions.

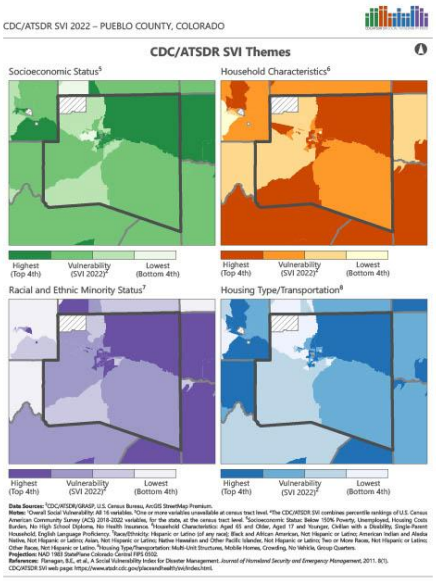
Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

In all of these cases, damage or loss sustained as a result of the disaster is likely to leave low-income households less likely to have resources or access to resources to aid in resiliency and recovery. Social vulnerability refers to populations that are particularly vulnerable to disruption and health problems as a result of natural disasters, human-made disasters, climate change, and extreme weather.

The Hazard Overview below utilizes the Social Vulnerability Index (SVI), updated in 2022, to help flag areas that will be in greatest need of support and recovery assistance in the case of a disaster or extreme weather event. The index is comprised of four categories of vulnerability—socioeconomic status, household composition and disability, minority status and language, and housing and transportation. Areas with high and moderate to high social vulnerability may not have adequate funds to evacuate before or recover from a disaster. Much of the northeast quadrant of the county is designated as high-risk, as are a number of neighborhoods within the city. High risk areas correspond to the following neighborhoods:

- Northwest - Park West, Hyde Park
- Central and Eastern – Northside, Downtown, Grove
- Southeast - Bessemer and Lake Minnequa
- Northeast – Belmont, Eastwood Heights, East Side, Lower East Side





Hazard Overview 1

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The following Strategic Plan identifies funding priorities and program goals in which the City will invest over the next five years. The goals were developed based upon public and key stakeholder input and quantitative data from the Needs Assessment and Market Analysis. The identified priorities include:

- Affordable Housing
- Public Services, including Services for Homelessness
- Public Infrastructure and Facilities
- Economic Development and Community Revitalization
- Fair Housing Education and Outreach
- Administration and Planning

SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

Geographic Area

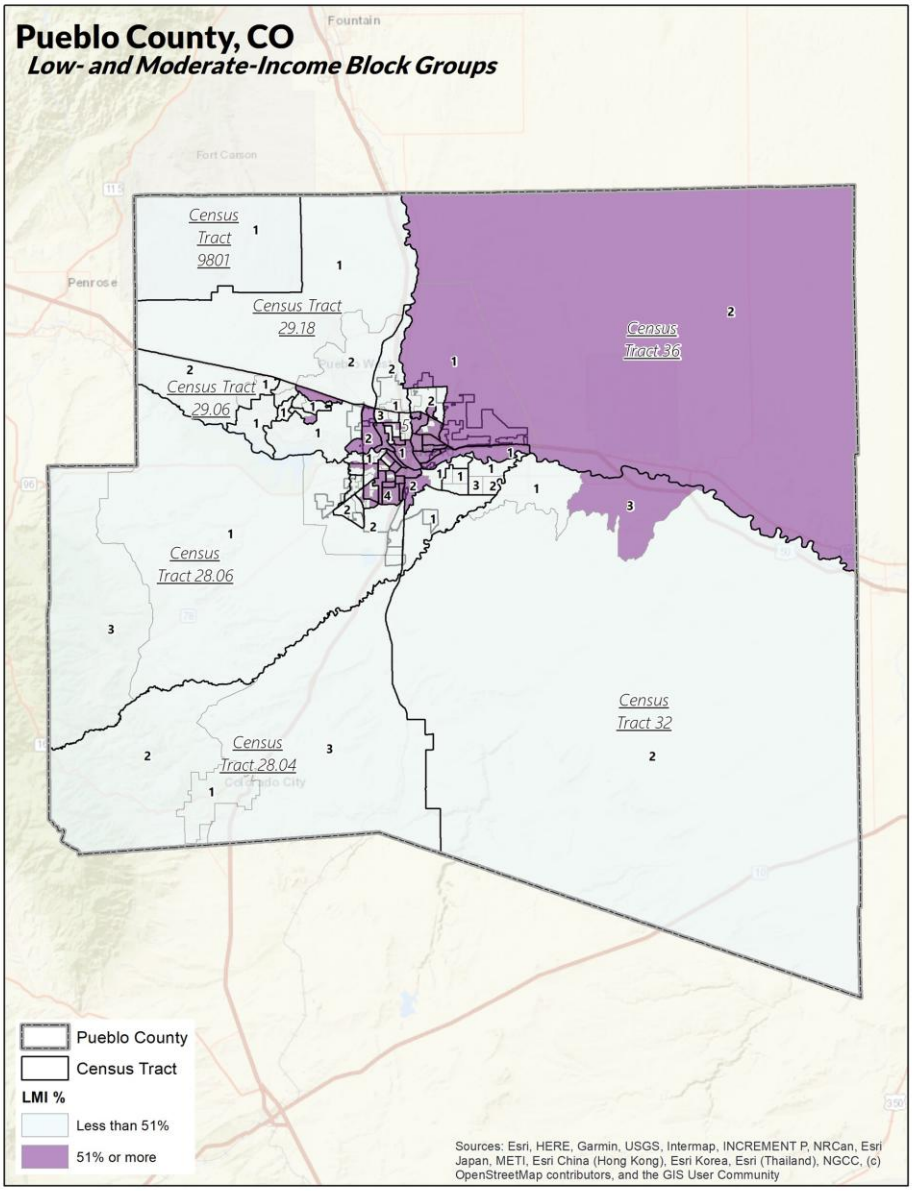
Table 47 - Geographic Priority Areas

1	**Area Name:**	Citywide
	Area Type:	Other
	Other Target Area Description:	Other
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
2	**Area Name:**	Countywide
	Area Type:	Other
	Other Target Area Description:	Other
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	

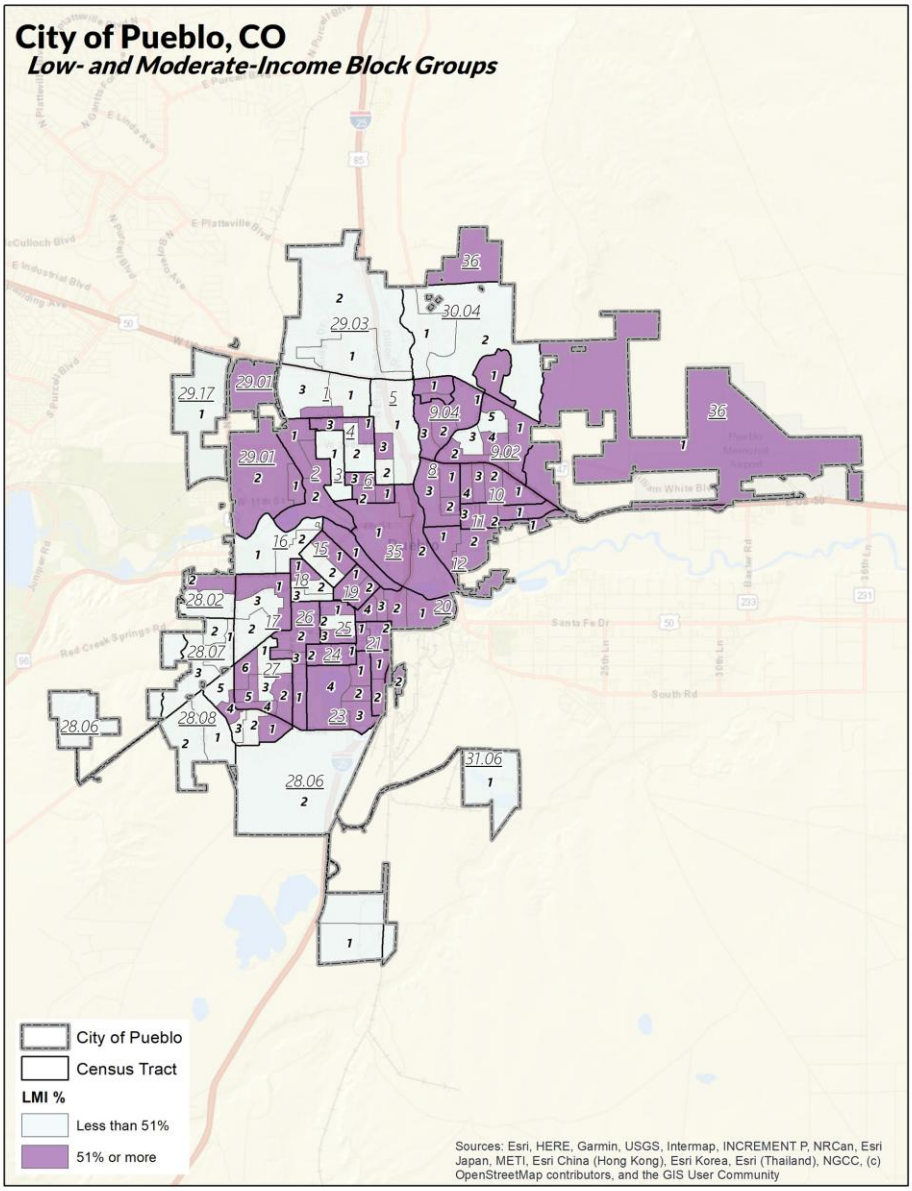
General Allocation Priorities

Describe the basis for allocating investments geographically within the state

There are no specially identified target areas for allocating CDBG and HOME resources. CDBG funds will be expended within the City of Pueblo while HOME funds will be used citywide as well as in the County. HOME funds are divided between the City and County. City HOME funds are spent within the City while County funds could be spent in either the City or County depending on the projects being funded. The following maps, created using low- and moderate-income data from HUD, indicates the CDBG-eligible areas within the County and City where at least 51% of the population qualifies as low- or moderate-income.


Pueblo County, CO
Low- and Moderate-Income Block Groups
Fountain
Fort Carson
Penrose
Census Tract 9801
Census Tract 29.18
Census Tract 29.06
Census Tract 36
Census Tract 28.06
Census Tract 28.04
Census Tract 32
Pueblo County
Census Tract
LMI %
Less than 51%
51% or more
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

LMI Map


City of Pueblo, CO
Low- and Moderate-Income Block Groups
City of Pueblo
Census Tract
LMI %
Less than 51%
51% or more
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

LMI Map 2

SP-25 Priority Needs - 91.415, 91.215(a)(2)

Priority Needs

Table 48 – Priority Needs Summary

1	**Priority Need Name**	Affordable Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	Other
	Associated Goals	Acquisition and rehabilitation of housing Financial assistance to renters and owners New construction of affordable housing Preserve existing affordable units (rehab)

	Description	This priority need include: acquisition and rehabilitation of housing, rehabilitation/reconstruction of single and multi-family housing; energy efficiency improvements; accessibility modifications; lead based paint hazard testing and abatement; housing services including down payment assistance and/or and homebuyer education programs; Minor Repairs; new construction of single and multi-family housing; acquisition and disposition of property; and preservation of affordable units.
	Basis for Relative Priority	High housing costs reduce economic opportunities and access to prosperity. The NA section reveals high rates of cost burden and severe cost burden among lower-income households as well as older housing stock that is in need of repairs and rehabilitation.
2	**Priority Need Name**	Public Services including Services for Homeless
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development

	Geographic Areas Affected	Other
	Associated Goals	Provide housing and services to homeless Provide public services to non-homeless population
	Description	Housing and services for homeless and near homeless include outreach, emergency, transitional and permanent supportive housing, Rapid Re-Housing, supporting services and rental assistance Other public services that are needed include: housing and services for persons with HIV/AIDS; services for persons with physical, developmental and/or intellectual disabilities; employment and workforce development; screening for lead-based paint hazards; housing counseling; neighborhood clean-up programs; crime awareness and prevention programs; transportation; health and mental health services; services for persons recovering from addiction; youth programs, food banks and other food-related services; childcare and related services; senior programs and related services; legal services; and financial literacy.
	Basis for Relative Priority	There continues to be a need for services that improve conditions and/or opportunities for the elderly, youth, low-income persons, persons with HIV/AIDS, and other vulnerable populations.
3	**Priority Need Name**	Public Infrastructure and Facilities
	Priority Level	High
	Population	Extremely Low Low Moderate Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Non-housing Community Development
	Geographic Areas Affected	Other
	Associated Goals	Improve and maintain public infrastructure and fac

	Description	Public facilities include neighborhood facilities, parks/recreation facilities, parking facilities, senior and youth facilities, childcare facilities, job training facilities, cultural facilities, non-residential historic preservation, and homeless facilities. Public infrastructure includes: street and sidewalk improvements including lighting and streetscaping, water and sewer improvements, flood drainage improvements, solid waste management improvements.
	Basis for Relative Priority	Based on physical inspection and interviews conducted during consultation process, existing public facilities and infrastructure needs upgrading and expansion.
4	**Priority Need Name**	Economic Development and Community Revitalization
	Priority Level	High
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	Other
	Associated Goals	Economic development Eliminate slum and blighting influences
	Description	Possible activities include: workforce and economic development, façade improvement programs, micro-enterprise assistance, demolition of vacant and dilapidated structures that pose a threat to health and safety, code enforcement, and graffiti removal programs. The City of Pueblo intends to apply for a Section 108 Guaranteed Loan to finance a large blight removal project in 2026.
	Basis for Relative Priority	Areas within the City need revitalization to improve the environments and to promote economic growth and activity.
5	**Priority Need Name**	Administration and Planning
	Priority Level	High

	Population	Extremely Low Low Moderate Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	Other Other
	Associated Goals	Fair housing education and outreach Planning and administration of federal programs
	Description	Planning and administration is required for the successful implementation of CDBG (citywide) and HOME (countywide) programs as well as education and outreach on fair housing to affirmatively further fair housing choice.
	Basis for Relative Priority	It is critical to properly administer federal programs and to promote fair housing choice.

Narrative (Optional)

The above table provides a framework for priorities, needs and goals to address the Pueblo's identified needs during the next five years. The final determination on funded activities will occur during the review process for the prioritization of projects.

The priorities presented were developed by:

- Weighing the severity of the need among all groups and sub-groups
- Analyzing current social, housing, and economic conditions
- Analyzing the relative needs of low and moderate income families
- Assessing the resources likely to be available over the next five years, and
- Evaluating input from stakeholder discussions, public surveys, City department staff and public hearings.

Priorities were established using the following definitions:

- **High** priorities are those activities that will be considered first for funding with CDBG resources.
- **Low** priorities are those activities that will be considered after high-priority projects if CDBG resources are available.

Low priority activities are still important and are not meant to be understood as being unnecessary. The City has identified a limited number of priorities to provide a focus for activities that will be funded in the next five years. If additional funding becomes available, then it is possible that low priority activities will be funded.

For projects that address a high priority need, the City will base funding decisions on the capacity of the sub-recipient (if applicable), the type of project, the potential to leverage federal funds with other resources, the anticipated impact of the project and the reasonableness of the proposed budget. Once projects that address high priorities are acted upon the City will then review projects and activities to meet low priorities.

SP-30 Influence of Market Conditions - 91.415, 91.215(b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	The need for tenant Based Rental Assistance for eligible households is demonstrated by the prevalence of cost burden and severe cost burden in the Needs Assessment section. The types of households most in need of rental assistance are extremely low-income renters (0%-30% MFI) and low-income renters (31-50% MFI). Also included in this "worst-case" situation would be those renter households who are threatened with homelessness. The waiting lists of qualified applicants for public housing, Housing Choice Vouchers, and other subsidized housing units across the City attest to the need for rental subsidy programs and expanding them whenever possible. Additionally, in recent years, the increasing economic barriers to homeownership have exerted pressure on the rental market.
TBRA for Non-Homeless Special Needs	The local housing market provides an inadequate supply of rental housing affordable and suitable to special-needs populations, particularly the elderly and persons with disabilities and/or substance abuse issues. Generally, special needs households are more likely to have very low incomes and experience associated housing problems, and the cost of appropriate housing and supportive services can be prohibitive.
New Unit Production	The competitive market makes a strong case for the need to create additional units of affordable housing, especially in configurations that meet the needs identified in this plan. Another compelling reason for public investment in new construction is the policy impact it allows the City to have in neighborhood development, as site selection can advance the aim of affirmatively furthering fair housing, as well as long-range goals identified in the Comprehensive Plan.
Rehabilitation	Protection of the housing stock through rehabilitation helps to stabilize neighborhoods, eliminate blighting influences, and preserve the local tax base. With the majority of the City's housing stock constructed prior to 1979, there is a considerable need for housing rehabilitation.
Acquisition, including preservation	Extending the affordability restrictions on developments for which they already exist is among the most effective means of preserving the existing inventory of affordable housing. The City will continue to monitor upcoming expiring contracts to identify opportunities for this type of investment and strategies for preservation.

Table 49 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)

Introduction

Currently, the City receives CDBG and HOME funds for housing construction, rehabilitation initiatives, community and economic development and public services. These funding sources are expected to be available over the next five years. The City will also receive CDBG-CV funds to prevent, prepare for and respond to the pandemic.

In 2026, the City of Pueblo anticipates submitting an application to HUD for up to $7,200,000 in Section 108 Loan Guarantee authority to finance the project management, demolition, and site clearance of up to 60 severely blighted residential structures and three commercial buildings located predominantly in low- and moderate-income neighborhoods. This targeted removal of slum and blight will eliminate significant health and safety hazards, reduce crime, and prepare the sites for future redevelopment consistent with the City's goals of neighborhood revitalization and economic opportunity. The project will meet the Slum/Blight Area Basis (SBA) national objective on an area-wide basis and the Low/Mod Area Benefit (LMA) objective. The City is working closely with the Pueblo Urban Renewal Authority and will be utilizing Tax Increment Financing as a method of repayment, but the City's future CDBG allocations will also be pledged as a method of future repayment.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,432,469	0	0	1,432,469	5,729,876	The expected amount remaining is four times the year 1 allocation assuming that the level of funding remains the same.Prior year CDBG resources include PY2016 ($309,795) and PY2017 ($59,715).
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	877,545	0	0	877,545	3,510,181	The expected amount remaining is four times the year 1 allocation assuming that the level of funding remains the same.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG – Section 108 Loan Guarantee Program	Public-federal	Demolition of spot-blight for both residential and commercial throughout Pueblo's low-mod areas	$7,162,345	$0.00	$0.00	$7,162,345.	$0.00	The final amount of funding expected depends on the application and award for Section 108 funding, up to five times the current award level, which would be $7,162,345.00. This one-time allocation would be repaid over 20 years and is expected to demolish 60 residential buildings and 3 commercial buildings.

Formatted Table

Table 50 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City and County currently fund over 40 non-profit agencies through the Community Services Advisory Commission (CSAC) and other processes. The CSAC group, which funds the majority of these non-profit organizations, makes funding recommendations to the governing bodies. Over $4 million in general funds have been granted to local agencies that serve the Pueblo community in 2024 alone. These are general revenue funds, and allocations are made during the yearly budget process. Based on historical funding, over $20 million will be made available to local non-profits over the next five years.

The City and County of Pueblo as the Pueblo Consortium matches the HOME Investment Partnership Act grant with general funds. HOME funds are leveraged well with public/private partnerships, such as Low-Income Housing Tax Credits or other equity mechanisms. In addition the Consortium will use qualifying affordable housing expenditures made by each entity as match and has some funds that it carries forward from prior years. Leveraging of private and non-federal resources will be sought whenever possible.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Discussion

SP-40 Institutional Delivery Structure - 91.415, 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Pueblo County Housing & Human Services Department	Government	Non-homeless special needs Ownership Public Housing public services	Jurisdiction
POSADA, INC	Non-profit organizations	Homelessness	Jurisdiction
Catholic Charities, Diocese of Pueblo, Inc.	Non-profit organizations	Non-homeless special needs public services	Jurisdiction
Housing Authority of the City of Pueblo	PHA	Public Housing	Jurisdiction
Pueblo Urban Renewal Authority	Quasi-governmental entity	Blight Removal	Jurisdiction

Table 51 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The greatest gap in meeting the City's housing and community development needs is the reduced capacity of many agencies, given funding limitations in recent years, to carry out their work to the extent that is needed. Additionally, the complexity of cases has increased over the past 5-10 years and additional resources are needed to stabilize individuals and households that are touching multiple systems (i.e. justice system, homeless system, mental health, and substance abuse, etc.). Reductions in workforce and the scope of projects and programs resulting from the dwindling of resources pose a serious challenge to meeting escalating demand for affordable housing and related services. Additionally, a greater degree of coordination is needed to ensure that the wide-ranging efforts of housing and service providers most effectively meet the community's most critical needs.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X	X	X
Mortgage Assistance	X		

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Rental Assistance	X	X	X
Utilities Assistance	X		
Street Outreach Services			
Law Enforcement		X	
Mobile Clinics			
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X		
Education	X	X	
Employment and Employment Training	X		
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	X
Mental Health Counseling	X	X	X
Transportation	X		
Other			
	X		

Table 52 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

There are several shelter resources available for persons experiencing homelessness including: The Pueblo Shelter, The Right Place, Posada, and the YWCA. In addition to these housing options, there is a wide variety of service providers working with persons experiencing homelessness or who are at risk of homelessness. Providers range from government entities to faith-based organizations and non-profit agencies. CDBG public service funds have been used in the past – and will be used in the 2025-2029 Consolidated Plan - to assess and meet the needs of persons experiencing homelessness.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

Pueblo is not an ESG entitlement grantee and uses CDBG funds to assist in meeting the needs of persons experiencing homelessness or who are at risk of homelessness. In instances where government entities provide services directly, there are fewer gaps in the institutional delivery structure. City agencies collaborate with other City entities on a regular basis and can ensure the delivery of services. In

addition, when a non-profit agency receives public funding such as CDBG as a subrecipient, the City has greater control and influence in ensuring consistency in services and a more seamless approach. Gaps exist, therefore, for two primary reasons: 1) the City does not have control over the activities of the non-government agencies that are not receiving public dollars, and the agency is not obligated to provide services in a manner consistent with the Consolidated Plan, and 2) there is a general lack of funding to provide the level of service needed to meet the demand. As a result, individual cases get prioritized which necessarily means that some needs are unmet.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The City of Pueblo is committed to the continued coordination of all Anti-Poverty and Community Development initiatives. The City has entered into several intergovernmental agreements with other entities such as Pueblo County to administer the CSAC process, which allocates general revenue funds from both entities to non-profit agencies and economic development organizations that enhance the quality of life in the community.

In 2024, the City of Pueblo took over operations of the City's only homeless shelter after the non-profit organization that owned and operated the shelter abruptly dissolved. The City intends to retain long-term ownership to ensure stability and partner with a shelter operator for day-to-day onsite activities.

Another local group is the Pueblo Business Economic Recovery Team (BERT). This is a collaboration between local government, chambers of commerce, and economic development-focused agencies who came together to develop resources, support messaging, and positively impact local businesses during the COVID-19 pandemic. Various BERT sub-committees are connecting businesses that need different types of assistance with individuals and organizations that can help. Types of assistance include financial, marketing and management consulting.

The City will continue:

- Soliciting input from community stakeholders.
- Prioritizing interdepartmental coordination.
- Collaborations and partnerships with non-city organizations for planning and program implementation purposes; and
- Exploring opportunities for funding to carry out portions of the Consolidated Plan not funded through CDBG or HOME funds.

SP-45 Goals - 91.415, 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Preserve existing affordable units (rehab)	2025	2029	Affordable Housing	Citywide Countywide	Affordable Housing	CDBG: $500,000 HOME: $500,000	Rental units rehabilitated: 10 Household Housing Unit Homeowner Housing Rehabilitated: 80 Household Housing Unit
2	New construction of affordable housing	2025	2029	Affordable Housing	Citywide Countywide	Affordable Housing	HOME: $2,200,000	Rental units constructed: 23 Household Housing Unit Homeowner Housing Added: 8 Household Housing Unit
3	Acquisition and rehabilitation of housing	2025	2029	Affordable Housing	Citywide Countywide	Affordable Housing	HOME: $1,100,000	Homeowner Housing Rehabilitated: 3 Household Housing Unit
4	Financial assistance to renters and owners	2025	2029	Affordable Housing	Citywide	Affordable Housing	CDBG: $50,000 HOME: $450,000	Public service activities for Low/Moderate Income Housing Benefit: 15 Households Assisted Tenant-based rental assistance / Rapid Rehousing: 85 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Provide housing and services to homeless	2025	2029	Affordable Housing Homeless	Citywide	Public Services including Services for Homeless	CDBG: $650,000	Public service activities other than Low/Moderate Income Housing Benefit: 2500 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 20 Households Assisted
6	Provide public services to non-homeless population	2025	2029	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	Citywide	Public Services including Services for Homeless	CDBG: $300,000	Public service activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted
7	Improve and maintain public infrastructure and fac	2025	2029	Non-Housing Community Development	Citywide	Public Infrastructure and Facilities	CDBG: $2,775,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2750 Persons Assisted
8	Economic development	2025	2029	Non-Housing Community Development	Citywide	Economic Development and Community Revitalization	CDBG: $300,000	Jobs created/retained: 25 Jobs

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
10	Eliminate slum and blighting influences	2025	2029	Affordable Housing Non-Housing Community Development	Citywide	Economic Development and Community Revitalization	CDBG: $~~1,000,000~~ $8,200,000	Buildings Demolished: ~~12~~65 Buildings
11	Planning and administration of federal programs	2025	2029	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide Countywide	Administration and Planning	CDBG: $1,375,000 HOME: $460,000	Other: 11 Other
12	Fair housing education and outreach	2025	2029	Fair Housing	Citywide	Administration and Planning	CDBG: $25,000	Other: 10 Other

Table 53 – Goals Summary

Goal Descriptions

1	**Goal Name**	Preserve existing affordable units (rehab)
	Goal Description	Rehabilitation/reconstruction of single and multi-family housing; energy efficiency improvements; accessibility modifications; lead based paint hazard testing and abatement; minor repairs; and preservation of affordable units. HOME assistance to rental units rehabilitatied will serve: (4) households at or below 30% AMI, (4) households at or below 50% AMI, and (2) households at or below 60% AMI.
2	**Goal Name**	New construction of affordable housing
	Goal Description	New construction of HOME affordable rental housing units (13) Units at or below 50% AMI (10) Units at or below 60% AMI but below greater than 50% AMI HOME assisted new construction of homeowner housing on infill lots will serve eight households beow 80% AMI.
3	**Goal Name**	Acquisition and rehabilitation of housing
	Goal Description	Acquisition and rehabilitation of housing HOME assistance: (3) Acquisition Rehab projects assisting households below 80% AMI.
4	**Goal Name**	Financial assistance to renters and owners
	Goal Description	Housing services including down payment assistance and/or and homebuyer education programs, Tenant Based Rental Assistance, security deposit assistance and other financial supports to increase access to decent affordable housing. HOME TBRA will serve the following households: (40) ELI households - below 30% AMI (35) LI households - below 50% AMI (10) MI households - below 60% AMI
5	**Goal Name**	Provide housing and services to homeless
	Goal Description	Housing and services for homeless and near homeless include outreach, emergency, transitional and permanent supportive housing, Rapid Re-Housing, supporting services and rental assistance

6	**Goal Name**	Provide public services to non-homeless population
	Goal Description	Other public services that are needed include: housing and services for persons with physical, developmental and/or intellectual disabilities; employment and workforce development; screening for lead-based paint hazards; housing counseling; neighborhood clean-up programs; transportation; health and mental health services; services for persons recovering from addiction; youth programs, food banks and other food-related services; childcare and related services; senior programs and related services; legal services; and financial literacy.
7	**Goal Name**	Improve and maintain public infrastructure and fac
	Goal Description	Public facilities include neighborhood facilities, parks/recreation facilities, parking facilities, senior and youth facilities, childcare facilities, job training facilities, cultural facilities, non-residential historic preservation, and homeless facilities. Public infrastructure includes: street and sidewalk improvements including lighting and streetscaping, water and sewer improvements, flood drainage improvements, solid waste management improvements.
8	**Goal Name**	Economic development
	Goal Description	Includes activities such as workforce and other economic development initiatives.
10	**Goal Name**	Eliminate slum and blighting influences
	Goal Description	Demolition of vacant and dilapidated structures that pose a threat to health and safety, code enforcement, and graffiti removal programs as well as facade improvement projects.
11	**Goal Name**	Planning and administration of federal programs
	Goal Description	Planning and administration is required for the successful implementation of CDBG and HOME programs.
12	**Goal Name**	Fair housing education and outreach
	Goal Description	Education and outreach on fair housing to affirmatively further fair housing choice.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

Over the next five years, the City expects to assist the following extremely low-income (ELI, 0-30% AMI), low-income (LI, 31-50% AMI) and moderate-income (MI, 51-80% AMI) households using HOME dollars:

- TBRA – 20 ELI, 35 LI, 10 MI
- New Rental Unit Construction – 13 LI, 10 MI
- Acquisition Rehab serving homeowners – 3 MI
- Rental Rehabilitation – 4 ELI, 4 LI, 2 MI
- Homebuyer/In-fill Program – 8 MI
- HOME-AARP - Acquire non-congregate shelters, 20 ELI

SP-50 Public Housing Accessibility and Involvement - 91.415, 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

The Housing Authority of the City of Pueblo fully meets the requirements of Section 504. There are 44 accessible units among the 689 units of public housing.

Activities to Increase Resident Involvements

The Housing Authority of the City of Pueblo (HACP) recognized that empowering residents fosters stronger neighborhoods, enhances quality of life, and ensures that programs truly meet the needs of those they serve. Through various initiatives such as Resident Councils, the Resident Advisory Board and the Family Self-Sufficiency Program – HACP provides structured avenues to make their voices heard, influence policies, and take meaningful steps toward personal and community growth.

Resident Council and Resident Advisory Board serves as a critical bridge between tenants and housing management, providing a platform for open dialogue for collaborating with HACP to drive meaningful change by providing input on program implementation. The Resident Advisory board strengthens the connection between HACP and the residents and ensures that resident concerns are prioritized in decision-making

HACP also administers the Family Self-Sufficiency Program, which is a five-year voluntary program for participants in both the Housing Choice Voucher and the Public Housing programs. The program is designed to help individuals with improving their economic status by reducing their dependence on public assistance.

The Family Self Sufficiency Coordinator will assist with developing an individualized plan leading to self-reliance and identifying the steps and activities that need to be taken to reach those goals.

There are various referrals to supportive social services such as childcare, job preparation, credit counseling, education, home ownership, transportation, and vocational training.

This initiative is designed to equip the resident with the tools needed to break the cycles of poverty and build a foundation for future success.

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the 'troubled' designation

Not applicable as HACP is not designated as “troubled” under 24 CFR Part 902.

SP-55 Strategic Plan Barriers to Affordable Housing - 91.415, 91.215(h)

Barriers to Affordable Housing

The City is preparing an Analysis of Impediments to Fair Housing Choice concurrently with the Consolidated Plan for 2025. This AI noted that as housing prices rise relative to income, the City must continue its work in creating conditions for efficient development of new housing stock.

Unleashing market-rate housing can ease pressure on housing costs down the economic spectrum, as higher-income residents are often attracted to newer developments and therefore do not displace incumbent residents or outbid lower-income competitors for existing housing stock. However, new building permits dropped significantly after 2021, according to the Pueblo Comprehensive Plan and the Housing Needs Assessment, updated in 2024.

To facilitate efficiency in developing new housing stock and helping residence afford housing, the City's action plan includes:

- Ensuring that municipal zoning ordinances relax restrictions on multifamily housing where appropriate, especially in infill areas
- Exploring land-use designations for high-density housing
- Decreasing construction costs by modernizing codes
- Reforming acquisition and disposition policies of city-owned real estate to encourage development
- Streamlining city/county coordination for speedier development processes

This is not a comprehensive list, but rather examples of the most targeted ways in which the City and County of Pueblo are working to update existing public policies and encourage residential investment over the next five years.

Â

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The following list is not intended to be exhaustive. However, the following are some identified strategies to overcome barriers to affordable housing:

- Invest CDBG and HOME funds in improvements/rehabilitation of existing housing and development of affordable housing
- In the zoning regulatory update, explore relaxation on restrictions of multifamily zoning, particularly in infill areas
- Modernize codes to facilitate affordable construction
- Speed up development with more streamlined coordination/communication between county and city departments
- Create more public-private partnerships for demolition of unsafe or blighted housing & new construction
- Explore stricter codes to prevent further neglect of existing properties so those buildings can remain a source of safe, affordable housing

SP-60 Homelessness Strategy - 91.415, 91.215(d)

Describe how the jurisdiction's strategic plan goals contribute to:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Pueblo CoC, which is part of the Colorado Balance of State, has a long-term goal of decreasing the number of persons experiencing homelessness by moving individuals and families from homelessness into permanent housing. To achieve this objective, the CoC meets regularly to monitor, discuss ongoing needs and issues that affect those impacted by homelessness. Health Solutions serves as the lead CoC agency and provides outreach to assess the individual needs of those experiencing homelessness. The CoC is engaging in the Built for Zero campaign, which is an approach that seeks to end homelessness using a By-Names list for each subcategory (i.e. veterans, families, etc.). After first implementing the model in 2021, CoC has continued its efforts to address homelessness statewide.

Addressing the emergency and transitional housing needs of homeless persons

The City of Pueblo acquired the City's only overnight emergency shelter in 2024 after the non-profit ownership dissolved. The City has put in significant investment to ensure the shelter remains in operation and is dedicated to the long-term success as the owner and operator. Additionally, eight units of non-congregate shelters will be installed by December 31, 2025 at this site, allowing a private sheltering option for persons with disabilities, youth, or other special needs.

Several other area nonprofits and a special unit located in the City of Pueblo Police Department provide homeless outreach to local camps and areas of town where the need is high. The teams includes medical and mental health professionals; veterans' representatives; retired Medevac personnel and law enforcement. Resources and referrals, which include shelter, are provided to individuals and families.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Funding has been and remains the primary obstacle to the expansion of housing and services to persons and families experiencing homelessness and to those who are at risk of becoming homeless. This will likely remain the case as the various eviction moratoria are lifted and the number of evictions is likely to increase. The City of Pueblo will continue to invest CDBG funds to provide services.

The City is in process of constructing eight non-congregate shelter units that will be used to house special homeless populations, which may include chronically homeless individuals and families, unaccompanied youth, persons with disabilities or other high-needs populations.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

At-risk populations consist of those individuals being released from a correctional system, the Colorado Mental Health Institute and youth transitioning out of foster care. The City's Tenant-Based Rental Assistance Program targets these populations with its funding. All three systems have a discharge plan, which includes short-term funding for housing. The problem arises when these individuals have exhausted the program available resources but have not achieved self-sufficiency. These individuals are eventually served by members of the CoC.

SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The Pueblo County Department of Public Health and Environment operates a lead blood testing program for residents. The lead program offers the following service to residents of the County:

- Lead risk and hazard reduction education to resident owners, property managers, and tenants.
- Lead risk and hazard reduction education for occupational and hobby exposures.
- Environmental testing program for Lead hazard screening (cost: $42.00/hour or no cost to those located within the Superfund Study Area).
- Blood Lead screening for children up to age 16, women of child-bearing age, pregnant or nursing women; and
- Blood Lead monitoring program for children with blood levels at or above 5.0 µg/dL.

The County also provides additional information regarding the common sources of lead exposure, potential health effects and methods to reduce exposure.

How are the actions listed above related to the extent of lead poisoning and hazards?

In 2014, the EPA designated the Colorado Smelter Site as a Superfund site for lead contamination. Preliminary findings have shown elevated blood levels in children in the immediate Eilers neighborhood, which is why the lead program is available for free to residents in this neighborhood.

How are the actions listed above integrated into housing policies and procedures?

Federally funded housing programs require required lead-based paint assessments and abatement. The following are the TBRA and rehab guidelines related to LBP:

The City of Pueblo complies with federal regulations regarding lead-based paint. The City only hires certified/trained inspectors, contractors, and risk assessors to work with and assess lead-based paint/hazards. Any work that must be completed to address lead-based paint hazards will be considered a "code deficiency" and will be given priority over non-code items.

Section 401(b) of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. 831(b)) prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance; the City complies.

Each purchaser, tenant, or occupant of housing to be assisted under this program that was constructed prior to 1978 is notified of the hazards of lead-based paint poisoning. Each participant is notified:

- that the property may contain lead based paint;

- of the hazards of lead based paint;
- of the symptoms and treatment of lead poisoning;
- of the precautions to be taken to avoid lead based paint poisoning (including maintenance and removal techniques for eliminating such hazards);
- of the advisability and availability of blood lead level screening for children under seven years of age; and
- that in the event lead based paint is found on the property, appro-priate abatement procedures may be undertaken.

In the rehabilitation program, the following is implemented:

All units constructed prior to 1978, and receiving more than $5,000 in assistance, will be assessed for lead-based paint hazards and any defective conditions found included in the work write-up for the rehabilitation work.

All units constructed prior to 1978 which include a child under seven years of age with and identified with an elevated blood level (EBL) shall be tested by using an X-ray fluorescence analyzer (XRF) or other method approved by HUD. Test readings of 1.0 mg/cm2 or higher using an XRF shall be considered positive for presence of lead-based paint,

Prior to final inspection and approval of the rehabilitation project, a clearance examination shall be conducted. This examination will be in accordance with HUD's Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, 2012, and will document the status of the corrective measures completed through abatement, encapsulation, enclosure, or an appropriate set of interim controls used to control LBP hazards.

DHCS staff is trained on the EPA required Renovation, Repair and Painting Program and actively offers training opportunities to contractors carrying out rehabilitation work.

SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

Pueblo recognizes that it does not have significant control over the factors that reduce the number of households with incomes below the poverty level. However, the City uses local and federal funds to provide public services to support individuals and households as they strive to become self-sufficient.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

Ongoing efforts to strengthen economic development and provide the City's lowest-income households with needed housing-related assistance and services directly address needs identified in this plan. The City will work with existing agencies that serve persons in poverty in order to evaluate their needs, coordinate the delivery of services, and determine if funding assistance should be made available through the CDBG Program in cases where there are insufficient resources to meet the identified needs. In addition, the City will:

- continue to work to coordinate community development strategies, needs assessments and integrated planning.
- continue to work within the Continuum of Care process and other coordinating agencies to reduce duplication, improve integration, and identify unmet service needs.
- expand coordination among local funding entities to streamline the application process, and to maximize the impact of those resources.
- provide letters of support and other documentation to agencies in support of their fundraising efforts.
- enhance public access to information about community services.

SP-80 Monitoring - 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Department of Housing and Citizen Services is responsible for ensuring that the recipients of federal funds meet the purposes of the appropriate legislation and regulations, and that funds are disbursed in a timely manner.

As a recipient of federal CDBG funds, the City of Pueblo is responsible for managing the day-to-day operations of all CDBG funded activities and ensuring that CDBG funds are used within all a pplicable requirements. Monitoring is the primary tool to ensure that this happens.

The three primary goals of monitoring are:

- Ensure production and accountability.
- Ensure compliance with CDBG and other federal requirements.
- Evaluate organizational and project performance.

At the end of every grant year, an outside agency completes an audit of the City's financial system. As part of the auditing process, a "single audit" is completed per 2 CFR 200 for the federal funds that the City received during the previous fiscal year.

Any outside agency that receives funds through a subrecipient agreement will also be subject to periodic monitoring. Each social service agency must submit periodic progress reports along with their reimbursement request for a desktop review before any disbursement will occur. Department of Housing and Citizen Services staff also conducts an onsite monitoring visit to all social service agencies receiving CDBG funding.

The Department uses a risk-based model to determine which agencies
may require technical service assistance. Grantees may request TA at any time, but for new grantees or grantees with a higher level of risk based on staff turnover or type of services provided, the TA will occur after the agency submits their first progress report and before any reimbursement of funds are made.

operations is available through the Community Development Block Grant (CDBG) program, with

additional capital upgrades planned through both CDBG and HOME funding sources.

2. Homelessness Prevention

Through partnerships with nonprofit organizations, the CDBG program provides financial support for eviction prevention efforts, helping individuals and families remain stably housed.

3. Outreach Efforts

The City also supports outreach initiatives, including CDBG-funded programs such as youth outreach, designed to connect vulnerable populations with essential services.

By leveraging local resources and funding opportunities, the City of Pueblo remains committed to addressing homelessness through coordinated services, prevention strategies, and targeted outreach.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Pueblo CoC, which is part of the Colorado Balance of State, has a long-term goal of decreasing the number of persons experiencing homelessness by moving individuals and families from homelessness into permanent housing. To achieve this objective, the CoC meets regularly to monitor, discuss ongoing needs and issues that affect those impacted by homelessness. Health Solutions serves as the lead CoC agency and provides outreach to assess the individual needs of those experiencing homelessness. The CoC is engaging in the Built for Zero campaign, which is an approach that seeks to end homelessness using a By-Names list for each subcategory (i.e. veterans, families, etc.).

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Pueblo is actively addressing emergency shelter and transitional housing needs for individuals experiencing homelessness through a combination of shelter services, prevention initiatives, and outreach efforts.

Emergency Shelter Services

The City owns and operates Pueblo's only homeless shelter, ensuring access to safe and stable temporary housing. Wraparound services are coordinated by the Department of Community and Human Services (DCHS) to provide comprehensive support. Funding for shelter operations is available through the Community Development Block Grant (CDBG) program, with additional capital upgrades planned

using both CDBG and HOME funding sources.

Transitional Housing & Prevention Efforts

To support long-term stability, the City collaborates with nonprofit partners to prevent homelessness through eviction prevention programs funded by the CDBG program. These efforts help individuals and families avoid displacement and transition to stable housing.

Outreach & Community Engagement

Recognizing the importance of outreach, the City funds initiatives such as youth outreach programs through CDBG, ensuring that vulnerable populations receive access to resources that promote stability and reintegration into the community.

By leveraging local resources and funding opportunities, the City of Pueblo remains committed to providing both immediate shelter and long-term housing solutions for individuals experiencing homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Pueblo remains committed to ensuring housing stability and providing critical assistance to individuals experiencing homelessness or at risk of becoming homeless. These efforts focus on three key areas:

1. Homeless Services

The City owns and operates Pueblo's only homeless shelter, with wraparound services coordinated by the Department of Community and Human Services (DCHS). Shelter operations are supported through Community Development Block Grant (CDBG) funding, with additional capital upgrades planned using both CDBG and HOME funding.

2. Homelessness Prevention

Through strategic partnerships with nonprofit organizations, the City invests CDBG funds in eviction

prevention programs, helping residents maintain stable housing and avoid displacement.

3. Outreach Initiatives

The City supports various outreach efforts, including youth outreach programs, homelessness prevention services, and operational funding for housing providers—all made possible through CDBG funding.

Despite these ongoing efforts, **funding remains the primary challenge** in expanding housing and support services for individuals and families experiencing homelessness. This issue is expected to intensify as eviction moratoria are lifted, leading to an increase in displacement.

The City of Pueblo remains dedicated to investing CDBG funds strategically to provide essential services and address the evolving needs of the community.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City of Pueblo remains committed to ensuring housing stability and providing critical assistance to individuals experiencing homelessness or at risk of becoming homeless. These efforts focus on three key areas:

1. Homeless Services

The City owns and operates Pueblo's only homeless shelter, with wraparound services coordinated by the Department of Community and Human Services (DCHS). Shelter operations are supported through Community Development Block Grant (CDBG) funding, with additional capital upgrades planned using both CDBG and HOME funding.

2. Homelessness Prevention

Through strategic partnerships with nonprofit organizations, the City invests CDBG funds in eviction prevention programs, helping residents maintain stable housing and avoid displacement.

3. Outreach Initiatives

The City supports various outreach efforts, including youth outreach programs, homelessness prevention services, and operational funding for housing providers—all made possible through CDBG

funding.

Despite these ongoing efforts, **funding remains the primary challenge** in expanding housing and support services for individuals and families experiencing homelessness. This issue is expected to intensify as eviction moratoria are lifted, leading to an increase in displacement.

The City of Pueblo remains dedicated to investing CDBG funds strategically to provide essential services and address the evolving needs of the community.

Discussion

2025 ANNUAL ACTION PLAN
SUBSTANTIAL AMENDMENT - DRAFT

City of Pueblo and the Pueblo Consortium

Draft Display December 10, 2025 – January 12, 2026, at 5:00 p.m.

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

Currently, the City receives CDBG and HOME funds for housing construction, rehabilitation initiatives, community and economic development and public services. These funding sources are expected to be available over the next five years. The City will also receive CDBG-CV funds to prevent, prepare for and respond to the pandemic.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	~~1,432,469.00~~ 1,403,799.00	0.00	1,473,674.00	~~2,906,143.00~~ 2,877,473.00	5,729,876.00	The expected amount remaining is four times the year 1 allocation assuming that the level of funding remains the same.Prior year CDBG resources include PY2016 ($309,795) and PY2017 ($59,715).

DRAFT

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG – Section 108 Loan Guarantee Program	Public-federal	Demolition of spot-blight for both residential and commercial throughout Pueblo's low-mod areas	$7,162,345	$0.00	$0.00	$7,162,345.	$0.00	The final amount of funding expected depends on the application and award for Section 108 funding, up to five times the current award level, which would be $7,162,345.00. This one-time allocation would be repaid over 20 years and is expected to demolish 60 residential buildings and 3 commercial buildings.

DRAFT

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	877,545.14	0.00	0.00	877,545.14	3,510,180.56	The expected amount remaining is four times the year 1 allocation assuming that the level of funding remains the same.

Table 1 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City and County currently fund over 40 non-profit agencies through the Community Services Advisory Commission (CSAC) and other processes. The CSAC group, which funds the majority of these non-profit organizations, makes funding recommendations to the governing bodies. Over $4 million in general funds have been granted to local agencies that serve the Pueblo community in 2024 alone. These are general revenue funds, and allocations are made during the yearly budget process. Based on historical funding, over $20 million will be made available to local non-profits over the next five years.

DRAFT

The City and County of Pueblo as the Pueblo Consortium matches the HOME Investment Partnership Act grant with general funds. HOME funds are leveraged well with public/private partnerships, such as Low-Income Housing Tax Credits or other equity mechanisms. In addition the Consortium will use qualifying affordable housing expenditures made by each entity as match and has some funds that it carries forward from prior years. Leveraging of private and non-federal resources will be sought whenever possible.

The City intends to apply to HUD's Section 108 Loan Guarantee Program for up to five times the 2025 CDBG allocation to reduce spot blight in residential and commercial areas of Pueblo's low-moderate income neighborhoods. It is anticipated the City will demolish more than 60 residential homes and more than three commercial buildings. After demolition, redevelopment on the newly vacant residential lots will be prioritized using the City's available resources which could include: HOME , CDBG, Private Activity Bonds (PABs), and General Fund. Additional partner funding, such as Tax Increment Financing (TIF) through the Pueblo Urban Renewal Authority will be used to help service the debt. Any debt that cannot be serviced using funding generated through the sale of the lots or the TIF generated from the area will be serviced through future years of CDBG funding.

DRAFT

DRAFT

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	New construction of affordable housing	2020	2024	Affordable Housing	Citywide Countywide	Affordable Housing	HOME: $715,799.00	Rental units constructed: 6 Household Housing Unit
3	Preserve existing affordable units (rehab)	2020	2024	Affordable Housing	Citywide	Affordable Housing	CDBG: $185,000.00	Homeowner Housing Rehabilitated: 29 Household Housing Unit
5	Provide housing and services to homeless	2020	2024	Affordable Housing Homeless	Citywide	Public Services including Services for Homeless	CDBG: $160,892.00	Public service activities other than Low/Moderate Income Housing Benefit: 1958 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 20 Households Assisted
6	Provide public services to non-homeless population	2020	2024	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	Citywide	Public Services including Services for Homeless	CDBG: $46,372.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 432 Persons Assisted

DRAFT

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Improve and maintain public infrastructure and fac	2020	2024	Non-Housing Community Development	Citywide	Public Infrastructure and Facilities	CDBG: $1,156,455.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 6032 Persons Assisted
11	Planning and administration of federal programs	2020	2024	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide Countywide	Administration and Planning	CDBG: $294,750.00 HOME: $209,900.00	Other: 2 Other
12	Fair housing education and outreach	2020	2024	Fair Housing	Citywide	Administration and Planning		
13	Economic development	2025	2029	Non-Housing Community Development	Citywide	Economic Development and Community Revitalization	CDBG: $200,000.00 HOME: $.00	Facade treatment/business building rehabilitation: 5 Business
14	Eliminate slum and blighting influences	2025	2029	Affordable Housing Non-Housing Community Development			CDBG: $300,000	Buildings Demolished: 2 Buildings

Table 2 – Goals Summary

DRAFT

Goal Descriptions

2	**Goal Name**	New construction of affordable housing
	Goal Description	New construction of affordable housing units
3	**Goal Name**	Preserve existing affordable units (rehab)
	Goal Description	Rehabilitation/reconstruction of single and multi-family housing; energy efficiency improvements; accessibility modifications; lead based paint hazard testing and abatement; minor repairs; and preservation of affordable units.
5	**Goal Name**	Provide housing and services to homeless
	Goal Description	Housing and services for homeless and near homeless include outreach, emergency, transitional and permanent supportive housing, Rapid Re-Housing, supporting services and rental assistance
6	**Goal Name**	Provide public services to non-homeless population
	Goal Description	Other public services that are needed include: housing and services for persons with HIV/AIDS; services for persons with physical, developmental and/or intellectual disabilities; employment and workforce development; screening for lead-based paint hazards; housing counseling; neighborhood clean-up programs; crime awareness and prevention programs; transportation; health and mental health services; services for persons recovering from addiction; youth programs, food banks and other food-related services; childcare and related services; senior programs and related services; legal services; and financial literacy.
7	**Goal Name**	Improve and maintain public infrastructure and fac
	Goal Description	Public facilities include neighborhood facilities, parks/recreation facilities, parking facilities, senior and youth facilities, childcare facilities, job training facilities, cultural facilities, non-residential historic preservation, and homeless facilities. Public infrastructure includes street and sidewalk improvements including lighting and streetscaping, water and sewer improvements, flood drainage improvements, solid waste management improvements.

DRAFT

11	**Goal Name**	Planning and administration of federal programs
	Goal Description	Planning and administration is required for the successful implementation of CDBG and HOME programs.
12	**Goal Name**	Fair housing education and outreach
	Goal Description	Education and outreach on fair housing to affirmatively further fair housing choice.
13	**Goal Name**	Economic development
	Goal Description	Create a program that allows business owners in high-blighted downtown corridors to access funding for building security upgrades and facade improvements. Funding will be leveraged with other funding sources.
14	**Goal Name**	Eliminate slum and blighting influences
	Goal Description	Demolish blighted unsafe structures.

DRAFT

AP-35 Projects - 91.420, 91.220(d)

Introduction

The following projects will be funded using federal CDBG, HOME and CDBG-CV funds:

#	Project Name
1	CD2501 Administration
2	CD2502 Homeless Prevention
3	CD2503 Homeless Supportive Services
4	CD2504 In Home Crisis Response-Boy's Town
5	CD2505 Senior Transportation
6	CD2506 1500 BLK E Routt-Sidewalks/Curbs
7	CD2507 200 BLK VanBuren Sidewalks
9	CD2509 ERESP
10	~~CD2510 Minor Repair Program~~
11	CD2511 Homeowner Rehab
12	CD2512 Abatement Dangerous Buildings
13	CD2513 Neighborhood Improvements
14	CD2514 Small Business Assistance
15	CD2515 Downtown Neighborhood Revitalization
13	HO2510 City Administration
14	HO2520 County Administration
15	HO2530 County Programs
16	HO2540 Community Housing Development Organization
17	HO2550 City Programs
18	HO2560 City Match

Table 3 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

DRAFT

AP-38 Project Summary

Project Summary Information

DRAFT

1	**Project Name**	CD2501 Administration
	Target Area	
	Goals Supported	Planning- and administration of federal programs
	Needs Addressed	Administration and Planning
	Funding	CDBG: $~~285,000.00~~280,759.80
	Description	Administrative and planning activities associated with the CDBG program, fair housing education, and outreach.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Administration of the program is essential to ensuring all funding is deployed.
	Location Description	
	Planned Activities	
2	**Project Name**	CD2502 Homeless Prevention
	Target Area	
	Goals Supported	Provide public services to non-homeless population
	Needs Addressed	
	Funding	: $~~75,000~~ 73,834.90
	Description	The funding will assist low-income families cover their monthly rent and provide them with case management services in financial emergencies. This support aims to help families manage and maintain a budget, increase their income, and reduce the risk of homelessness.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
3	**Project Name**	CD2503 Homeless Supportive Services
	Target Area	

DRAFT

	Goals Supported	Provide housing and services to homeless
	Needs Addressed	Public Services including Services for Homeless
	Funding	: $~~28,858.00~~28,409.70
	Description	Funding will provide supportive services to low-income, newly unemployed, and homeless families and individuals. Supportive services include comprehensive case management services, basic needs assistance, and referrals and support.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
4	**Project Name**	CD2504 In Home Crisis Response-Boy's Town
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	: $~~50,000.00~~49,223.27
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
5	**Project Name**	CD2505 Senior Transportation
	Target Area	
	Goals Supported	Provide public services to non-homeless population
	Needs Addressed	

DRAFT

	Funding	: $~~59,892.00~~58,961.60
	Description	This program allows for safe transport of the senior population for daily essentials.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
6	**Project Name**	CD2506 1500 BLK E Routt-Sidewalks/Curbs
	Target Area	
	Goals Supported	Improve and maintain public infrastructure and fac
	Needs Addressed	Public Infrastructure and Facilities
	Funding	: $108,000.00
	Description	This funding is dedicated to ADA-accessibility for sidewalks in the 1500 block of E Routt
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
7	**Project Name**	CD2507 200 BLK VanBuren Sidewalks
	Target Area	
	Goals Supported	Improve and maintain public infrastructure and fac
	Needs Addressed	Public Infrastructure and Facilities
	Funding	: $53,720.00
	Description	ADA accessibility for sidewalks in the 200 block of VanBuren.
	Target Date	

DRAFT

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
8	**Project Name**	CD2508 Non Congregate Shelters
	Target Area	
	Goals Supported	Homeless Services
	Needs Addressed	Affordable Housing
	Funding	: $50,000.00
	Description	Create new non-congregate sheltering options for Pueblo's unhoused population
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
9	**Project Name**	CD2509 ERESP
	Target Area	
	Goals Supported	Preserve existing affordable units (rehab)
	Needs Addressed	Affordable Housing
	Funding	: $50,000.00
	Description	This funding is part of the emergency repairs and essential services program, which provides owner-occupied home rehabilitation.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	

DRAFT

	Planned Activities	
10	**Project Name**	CD2510 Minor Repair Program
	Target Area	
	Goals Supported	Preserve existing affordable units (rehab)
	Needs Addressed	Affordable Housing
	Funding	: $~~100,000.00~~0.00
	Description	This program provides essential repairs to maintain livability in existing housing units.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
11	**Project Name**	CD2511 Homeowner Rehab
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	: $~~1~~200,000.00
	Description	Provide home rehabilitation for owner-occupied housing.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
12	**Project Name**	CD2512 Abatement Dangerous Buildings
	Target Area	
	Goals Supported	Preserve existing affordable units (rehab)

DRAFT

	Needs Addressed	
	Funding	: $~~300,000.00~~228,890.73
	Description	Important maintenance and upgrades to abate dangerous conditions in existing structures.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
13	**Project Name**	CD2513 Neighborhood Improvements
	Target Area	
	Goals Supported	Neighborhood Revitalization
	Needs Addressed	
	Funding	$21,999.00
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
14	**Project Name**	CD2514 Small Business Assistance
	Target Area	
	Goals Supported	Economic Development
	Needs Addressed	
	Funding	: $~~150,000.00~~0.00

DRAFT

	Description	Façade improvements to blighted commercial corridors.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
15	**Project Name**	CD2515 Downtown Neighborhood Revitalization
	Target Area	
	Goals Supported	Economic Development
	Needs Addressed	
	Funding	: $200,000.00
	Description	Improve Blighted Commercial and Residential Neighborhoods
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
16	**Project Name**	HO2510 City Administration
	Target Area	
	Goals Supported	Planning and administration of federal programs
	Needs Addressed	Administration and Planning
	Funding	: $76346.43
	Description	City administration of HOME allocation.
	Target Date	

DRAFT

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
17	**Project Name**	HO2520 County Administration
	Target Area	
	Goals Supported	Planning and administration of federal programs
	Needs Addressed	Administration and Planning
	Funding	: $11,408.09
	Description	County administration of HOME funding.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
18	**Project Name**	HO2530 County Programs
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	: $~~85,560.65~~85,560.65
	Description	Programs to support affordable housing through Pueblo County.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	

DRAFT

19	**Project Name**	HO2540 Community Housing Development Organization
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	: $131,631.77
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
20	**Project Name**	HO2550 City Programs
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	: $~~572,598.20~~537,425.30
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
21	**Project Name**	HO2560 City Match
	Target Area	
	Goals Supported	
	Needs Addressed	

DRAFT

	Funding	: $176,057.49
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
22	**Project Name**	HO2570 CHDO Operating
	Target Area	Citywide
	Goals Supported	New construction of affordable housing
	Needs Addressed	Affordable Housing
	Funding	: $43,877.25
	Description	Operational funding for Community Housing Development Organizations
	Target Date	12/31/2026
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 25 families will benefit from the creation of new affordable housing units within the Pueblo City Limits.
	Location Description	City Limits
	Planned Activities	CHDO Operational Funding

DRAFT

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

There are no geographic areas in which assistance will be targeted. Applications are received from community members and agencies independent of location and are taken into consideration if the proposed projects fulfill the federal requirements of the programs.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	92
Countywide	8

Table 4 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The majority of funds will be allocated in the City of Pueblo because only the City receives CDBG and CDBG-CV funds so all of those funds will be expended within the City. The HOME funds are divided between the City and County with the vast majority going to the City. Within the City, funds are allocated in different neighborhoods to meet the needs of residents throughout the City.

Discussion

DRAFT

Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

The following tables outline the affordable housing goals funded with CDBG and HOME funds.

One Year Goals for the Number of Households to be Supported	
Homeless	200
Non-Homeless	0
Special-Needs	0
Total	200

Table 5 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	10
The Production of New Units	2
Rehab of Existing Units	20
Acquisition of Existing Units	0
Total	32

Table 6 - One Year Goals for Affordable Housing by Support Type

Discussion

Per 91.220(1), there are some program-specific requirements for HOME as described below. Eligible applicants for HOME-funded programs are all low- and moderate-income households residing in the City or County or projects that are to be completed by developers, for example, that seeks to construct or rehabilitate units that are income-restricted. This includes applications for HOME funds in support of Low Income Housing Tax Credit (LIHTC) projects or RAD conversions undertaken by the Housing Authority.

HOME applications for affordable housing development will be taken monthly on a rolling basis, as projects are being developed. DHCS will review HOME Program applications in accordance with the Application checklist and on the following criteria:

- Affordable Housing Experience: Capacity must be demonstrated by including an application that identifies all necessary components to accomplish the development, e.g., effective control of sites for acquisition and construction developments, the financial capacity to repay the HOME loan and other financial arrangements, as well as comprehensive program design. DHCS's HOME Program staff will

conduct reviews of:

a. Previous performance under the HOME Program and other related programs, including disbursements, monitoring and findings;

b. Relevant experience in administering housing programs;

c. Relevant experience in developing and managing housing programs and;

d. Size of staff relative to all other program responsibilities.

- Housing Need Factor: The need factor pertains to percentages of the city's lower income households, the percentage of households with housing costs greater than thirty percent (30%) of area median family income adjusted for family size.

- Financing: DHCS places a strong emphasis on projects that will include the use of funds from other sources. All costs will be examined for reasonableness, and applicants may be denied if costs are deemed unreasonable.

The Consortium will not issue a funding commitment until all other commitments are in place. Proof of these commitments will be required prior to Council approval and execution of contracts.

- Readiness: The purpose of the application process is to allocate funds to eligible applicants for proposed projects. Applicants applying for HOME Program funds must begin their developments within ninety (90) days of the notice to proceed. Developments that do not begin within ninety (90) days are subject to have all HOME Program funds recaptured and reallocated to other eligible activities unless otherwise approved by DHCS. DHCS realizes that there may be extenuating circumstances that may delay the beginning of a project. Such circumstances will be reviewed on a case-by-case basis.

Program and services funding available through the CDBG Program is awarded through an annual NOFA process.

DRAFT

AP-60 Public Housing - 91.420, 91.220(h)

Introduction

Actions planned will address the needs to public housing.

Actions planned during the next year to address the needs to public housing

Over the last six years, the HACP has been executing a four-phased Rental Assistance Demonstration (RAD) project, which converts a 212-unit Public Housing development into four separate projects. The HACP has been successful in leveraging public/private partnerships and funding for each of the phases. The City of Pueblo has used entitlement funding for each of the three completed projects and anticipates an application for the fourth phase when the HACP is awarded tax credit equity.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

HACP continues to try to increase resident involvement in management by providing regular resident meetings where residents can express concerns to housing management. The Agency maintains a strong working relationship with the City-wide resident organization, which provides resident involvement in strategic and agency planning.

HACP also administers the Family Self-Sufficiency Program, which is a five-year voluntary program for participants in both the Housing Choice Voucher and the Public Housing programs. The program is designed to help individuals with improving their economic status by reducing their dependence on public assistance.

The Family Self Sufficiency Coordinator will assist with developing an individualized plan leading to self-reliance and identifying the steps and activities that need to be taken to reach those goals.

There are various referrals to supportive social services such as childcare, job preparation, credit counseling, education, home ownership, transportation, and vocational training.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable as the HACP is not designated as troubled.

Discussion

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

The City of Pueblo is committed to supporting individuals experiencing homelessness or at risk of becoming homeless through various initiatives. These efforts focus on shelter services, prevention programs, and outreach strategies.

1. Homeless Services

The City of Pueblo owns and operates the community's only homeless shelter, with wraparound services coordinated by the Department of Community and Human Services (DCHS). Funding for shelter operations is available through the Community Development Block Grant (CDBG) program, with additional capital upgrades planned through both CDBG and HOME funding sources.

2. Homelessness Prevention

Through partnerships with nonprofit organizations, the CDBG program provides financial support for eviction prevention efforts, helping individuals and families remain stably housed.

3. Outreach Efforts

The City also supports outreach initiatives, including CDBG-funded programs such as youth outreach, designed to connect vulnerable populations with essential services.

By leveraging local resources and funding opportunities, the City of Pueblo remains committed to addressing homelessness through coordinated services, prevention strategies, and targeted outreach.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Pueblo CoC, which is part of the Colorado Balance of State, has a long-term goal of decreasing the number of persons experiencing homelessness by moving individuals and families from homelessness into permanent housing. To achieve this objective, the CoC meets regularly to monitor, discuss ongoing needs and issues that affect those impacted by homelessness. Health Solutions serves as the lead CoC agency and provides outreach to assess the individual needs of those experiencing homelessness. The CoC is engaging in the Built for Zero campaign, which is an approach that seeks to end homelessness

using a By-Names list for each subcategory (i.e. veterans, families, etc.).

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Pueblo is actively addressing emergency shelter and transitional housing needs for individuals experiencing homelessness through a combination of shelter services, prevention initiatives, and outreach efforts.

Emergency Shelter Services

The City owns and operates Pueblo's only homeless shelter, ensuring access to safe and stable temporary housing. Wraparound services are coordinated by the Department of Community and Human Services (DCHS) to provide comprehensive support. Funding for shelter operations is available through the Community Development Block Grant (CDBG) program, with additional capital upgrades planned using both CDBG and HOME funding sources.

Transitional Housing & Prevention Efforts

To support long-term stability, the City collaborates with nonprofit partners to prevent homelessness through eviction prevention programs funded by the CDBG program. These efforts help individuals and families avoid displacement and transition to stable housing.

Outreach & Community Engagement

Recognizing the importance of outreach, the City funds initiatives such as youth outreach programs through CDBG, ensuring that vulnerable populations receive access to resources that promote stability and reintegration into the community.

By leveraging local resources and funding opportunities, the City of Pueblo remains committed to providing both immediate shelter and long-term housing solutions for individuals experiencing homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Pueblo remains committed to ensuring housing stability and providing critical assistance to individuals experiencing homelessness or at risk of becoming homeless. These efforts focus on three key

areas:

1. Homeless Services

The City owns and operates Pueblo's only homeless shelter, with wraparound services coordinated by the Department of Community and Human Services (DCHS). Shelter operations are supported through Community Development Block Grant (CDBG) funding, with additional capital upgrades planned using both CDBG and HOME funding.

2. Homelessness Prevention

Through strategic partnerships with nonprofit organizations, the City invests CDBG funds in eviction prevention programs, helping residents maintain stable housing and avoid displacement.

3. Outreach Initiatives

The City supports various outreach efforts, including youth outreach programs, homelessness prevention services, and operational funding for housing providers—all made possible through CDBG funding.

Despite these ongoing efforts, **funding remains the primary challenge** in expanding housing and support services for individuals and families experiencing homelessness. This issue is expected to intensify as eviction moratoria are lifted, leading to an increase in displacement.

The City of Pueblo remains dedicated to investing CDBG funds strategically to provide essential services and address the evolving needs of the community.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City of Pueblo remains committed to ensuring housing stability and providing critical assistance to individuals experiencing homelessness or at risk of becoming homeless. These efforts focus on three key areas:

1. Homeless Services

The City owns and operates Pueblo's only homeless shelter, with wraparound services coordinated by the Department of Community and Human Services (DCHS). Shelter operations are supported through

Community Development Block Grant (CDBG) funding, with additional capital upgrades planned using both CDBG and HOME funding.

2. Homelessness Prevention

Through strategic partnerships with nonprofit organizations, the City invests CDBG funds in eviction prevention programs, helping residents maintain stable housing and avoid displacement.

3. Outreach Initiatives

The City supports various outreach efforts, including youth outreach programs, homelessness prevention services, and operational funding for housing providers—all made possible through CDBG funding.

Despite these ongoing efforts, **funding remains the primary challenge** in expanding housing and support services for individuals and families experiencing homelessness. This issue is expected to intensify as eviction moratoria are lifted, leading to an increase in displacement.

The City of Pueblo remains dedicated to investing CDBG funds strategically to provide essential services and address the evolving needs of the community.

Discussion

DRAFT

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The City of Pueblo recently completed an in-depth Analysis of Impediments to Affordable Housing, identifying critical barriers—from restrictive land-use controls and zoning ordinances to burdensome fees and outdated building codes—that limit access to affordable housing. The study not only highlights these challenges but also proposes actionable solutions designed to ameliorate the negative effects of current public policies, paving the way for a more robust and equitable housing market.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City is actively working to remove barriers to affordable housing, including:

- **Zoning and Land Use Reforms:** The City of Pueblo is actively revising its zoning ordinances through the update of its Unified Development Code (UDC). The goal is to relax restrictions on multifamily housing—especially in infill areas—and to expand the definition of "family" so that more flexible occupancy arrangements are allowed. In addition, the plan includes permitting manufactured or modular housing on lots traditionally reserved for single-family dwellings. Similar revisions are being pursued at the county level to encourage a wider range of housing developments.
- **Modernizing Building Codes and Construction Standards:** To reduce overall development costs and improve the return on residential investment, the City is exploring adjustments in building codes and energy standards. This initiative involves assessing alternative construction methods (such as offsite manufacturing, panelized construction, and repurposed shipping containers) that can lower material, labor, and time costs for affordable housing projects.
- **Financial Incentives and Streamlined Development Processes:** Both the City and County are working on creating incentive policies, including fee waivers, tax abatements, and reduced permit costs. These measures aim to lessen the financial burdens imposed by current fees and charges, encouraging private investment in affordable housing. The City's recent award of a Local Capacity Planning Grant from the Department of Local Affairs supports this effort, enabling faster project approvals and more coordinated collaboration among departments.
- **Utilization and Management of Public Land:** The local government intends to reform its acquisition and disposition policies regarding city-owned real estate. By acquiring land at favorable rates and offering it to developers with incentive packages, the City aims to remove barriers related to land cost and availability, thus facilitating new residential infill development.
- **Coordinated Planning and Funding Strategies:** Finally, by leveraging regional comprehensive planning processes and programs such as CDBG, HOME, and State Proposition 123, the City and County are pursuing multiple funding streams to address affordability gaps. These coordinated

efforts include enhanced communication and streamlined administrative procedures among local agencies, which help mitigate the restrictive growth limitations and tax policies that currently impact housing development.

Discussion

DRAFT

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The following section describes other actions to be taken to meet the needs of the community.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to meeting underserved needs is the limited funding resources available to address identified priorities. In addition, the gap in what households can afford to pay for housing and the price of housing is another obstacle to meeting the needs of the underserved. The City has a lack of decent, affordable units to meet the needs of the community.

The effect of greater community needs in the form of homelessness, risk of homelessness, the increased demand for supportive services (particularly for persons with multi-system contact), rising cost of housing and stagnant wages and an aging housing stock in need of revitalization while funding remains largely stagnant or is decreasing in real dollars puts added pressures on the systems within the City.

The City of Pueblo will continue to partner with other public agencies and non-profit organizations, when feasible, to leverage resources and maximize outcomes in housing and community development.

Lastly, the City and the County contribute approximately $1m annually toward funding various public services agencies. While the need remains greater than the available resources, funding is critical in the community.

Actions planned to foster and maintain affordable housing

The City will utilize its CDBG funds to implement the DHCS's five housing strategies. Specifically, the CDBG funding will be used to help preserve Pueblo's aging and dilapidated housing stock. This is done through several housing rehabilitation programs, including programs for seniors and for persons needing accessibility modifications to age in place. The CDBG funding is leveraged using both City of Pueblo general funding and paired with state and other grant funding opportunities available. These housing rehabilitation programs work to maintain the quality of the affordable housing stock occupied by low- and moderate-income households.

The City may also use CDBG or HOME funding to implement other housing strategies, which include:

1. **Boarded, Blighted & Burnt** – Identify redevelopment solutions for homes that need demolition due to lack of maintenance, condemnation, structural failure, or fires.
2. **Rehabilitation** – Preserve existing housing stock by expanding funding for low- and moderate-income homeowners who need home repairs.
3. **Infrastructure** – Assist with infrastructure fees for affordable housing development. Add infrastructure to existing City-owned vacant parcels to create development-ready properties.

4. **Blighted Commercial** – Assist with the acquisition and demolition of properties with large vacant commercial buildings to make sites ready for redevelopment of high-density residential units.
5. **Homeless Housing Options** – Create transitional housing options for individuals exiting homelessness, including non-congregate sheltering options and support for Rapid Re-Housing and Permanent Supportive Housing.

Additionally, the City will utilize HOME funds toward the new construction of rental units in the Compass Pointe Development.

Actions planned to reduce lead-based paint hazards

The Pueblo County Department of Public Health and Environment operates a lead blood testing program for residents. The lead program offers the following service to residents of the County:

- Lead risk and hazard reduction education to resident owners, property managers, and tenants.
- Lead risk and hazard reduction education for occupational and hobby exposures.
- Environmental testing program for Lead hazard screening (cost: $42.00/hour or no cost to those located within the Superfund Study Area).
- Blood Lead screening for children up to age 16, women of child-bearing age, pregnant or nursing women; and
- Blood Lead monitoring program for children with blood levels at or above 5.0 µg/dL.

The County also provides additional information regarding the common sources of lead exposure, potential health effects and methods to reduce exposure.

The City will continue to work with the Health Department as needed to reduce lead-based paint hazards and will continue to comply with all regulatory requirements of the CDBG and HOME programs as related to lead-based paint.

Actions planned to reduce the number of poverty-level families

Ongoing efforts to strengthen economic development and provide the City's lowest-income households with needed housing-related assistance and services directly address needs identified in this plan. The City will work with existing agencies that serve persons in poverty in order to evaluate their needs, coordinate the delivery of services, and determine if funding assistance should be made available through the CDBG Program in cases where there are insufficient resources to meet the identified needs. In addition, the City will:

- continue to work to coordinate community development strategies, needs assessments and

integrated planning.

- continue to work within the Continuum of Care process and other coordinating agencies to reduce duplication, improve integration, and identify unmet service needs.
- expand coordination among local funding entities to streamline the application process, and to maximize the impact of those resources.
- provide letters of support and other documentation to agencies in support of their fundraising efforts.
- enhance public access to information about community services.

Actions planned to develop institutional structure

The City of Pueblo is committed to the continued coordination of all Anti-Poverty and Community Development initiatives. The City has entered into several intergovernmental agreements with other entities such as Pueblo County to administer the CSAC process, which allocates general revenue funds from both entities to non-profit agencies and economic development organizations that enhance the quality of life in the community.

Actions planned to enhance coordination between public and private housing and social service agencies

Meaningful collaboration as it relates to the development and implementation of housing and community development programs and services has become increasingly important as the federal resources available to these programs continue to decline. Collaboration with housing and service providers helps the City to capture the maximum benefit for each dollar it invests and ensures that investments strategically address both short-term needs and advance long-term goals.

The Department of Housing and Citizen Services conducts ongoing consultation with human services agencies, housing development organizations, and municipalities at various points in time during a program year.

Discussion

DRAFT

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The following section describes program-specific requirements for the CDBG and HOME programs.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   The County does not anticipate receiving any additional program income for its HOME programs

during FY 2025.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   When HOME Program funds are used to assist a household in the purchase of a unit, restrictions will be placed on the unit to ensure compliance with the resale and recapture requirements described in 24 CFR 92.254(a)(5), as amended through July 2013. This section sets forth the method that will be used by the Consortium to enforce these requirements.

   The HOME Down payment Assistance Program will require a default. In the event of a default, as defined under the note and deed, and where net proceeds are sufficient to repay both the City's HOME investment and the homeowner investment, a full repayment of the direct HOME subsidy will be required.

   The City of Pueblo elects to enforce the Recapture Provisions of the HOME Program, recapturing the direct HOME subsidy under the following conditions:

   The City of Pueblo will recapture the direct subsidy amount of the HOME Program funds provided to the homebuyer/homeowner on an approved activity or recapture the maximum net proceeds from sale of property (whether recapture is affected through foreclosure or no foreclosure action).

- When net proceed exceed superior debt and the amount of direct HOME subsidy invested, the City will recapture the entire direct HOME subsidy provided.
- When net proceeds are insufficient to cover superior debt, the direct HOME subsidy will be forgiven.
- When net proceeds are insufficient to reimburse the entire direct HOME subsidy provided, but are in excess of the superior debt, the balance (Direct Subsidy – Net Proceeds) will be recaptured by the City.

   Net proceeds recovered will be used to:

   (1) Reimburse the HOME Program (approved activity) for the outstanding balance of HOME funds not repaid or forgiven during the applicable affordability period at the time of recapture.

   (2) Reimburse the HOME Program (administration) for "holding costs" or other costs associated with the recapture action (legal fees, insurance, taxes, realtor fees, appraisal/BPO costs, etc.). If net proceeds recaptured are less than the outstanding balance of the direct HOME subsidy invested in

the property (for all approved activities and holding costs incurred), the loss will be absorbed by the HOME Program and all HOME Program requirements would be considered to have been satisfied. If net proceeds recaptured are greater than the outstanding balance of direct HOME subsidy invested in the property (for all approved activities and holding costs incurred), the balance of net proceeds will be distributed to the homeowner (or his/her estate). If the recapture of proceeds is effectuated through a completed foreclosure action, and the property is legally owned by the City of Pueblo, the balance of net proceeds recaptured will inure to the City of Pueblo.

For those cases where the affordability requirements are violated as a result of the death of the HOME beneficiary and there is an eligible person who qualified and is desirous of assuming the HOME assistance invested in the property, DHCS will permit sale of the HOME-assisted unit to the qualifying, eligible person, contingent upon DHCS's prior review and approval. The subsequent owner will be required to adhere to all applicable affordability requirements for the unexpired term of the original affordability period.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   Funding provided to developers of affordable rental housing will also be recaptured unless all of the following circumstances are demonstrated to exist: (i) more than 15 to 20 years have elapsed since the substantial completion of the project, or the City approves transfer of the Project and waives acceleration of the indebtedness, which transfer may be approved or disapproved in the sole discretion of the City, (ii) the primary lender also consents to assumption of the mortgage or obligation to which the deed of trust securing the agreement is subordinate, (iii) the sale of the Property is to a subsequent purchaser who agrees in writing to comply with the affordability requirements set forth at 24 CFR, §92.252, (iv).

   All subrecipient, developers, owner and sponsor HOME agreements contain clauses stating project lease-up requirements. The City has amended the written guidelines to address changes promulgated by the 2013 New HOME Rule. All new for-sale single-family projects will have provisions within the written agreement calling out the new HOME Investment Partnership Act requirement that all units not sold within 9 months of completion will be converted to rental.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The Consortium does not permit the use of HOME funds to refinance existing debt secured by

multifamily or single-family housing that is being rehabilitated with HOME funds.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

   The City of Pueblo does not directly administer HOME TBRA. Any preferences outlined would be based on the subrecipient's policies and procedures administering TBRA. Tenant selection plans are reviewed as part of a TBRA allocation.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

   The City of Pueblo does not directly administer HOME TBRA. Any preferences outlined would be based on the subrecipient's policies and procedures administering TBRA. Tenant selection plans are reviewed as part of a TBRA allocation.

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

   The City of Pueblo does not directly administer HOME TBRA. Any preferences outlined would be based on the subrecipient's policies and procedures administering TBRA. Tenant selection plans are reviewed as part of a TBRA allocation.

DRAFT

city of PUEBLO colorado

Draft 2025 Annual Action Plan

Attachment A

Community Development Block Grant Program Funds				
2025	**Estimated CDBG Allocation**		**$ 1,403,799.00**	$ (28,670.00)
Project No.	**Project Name**	**Project Agency**	**Amount**	**Difference**
	Public Services			
CD2501	Administration	DHCS	$ 280,759.80	$ (4,240.20)
CD2502	Homeless Prevention	Posada	$ 73,834.90	$ (1,165.10)
CD2503	Homeless Supportive Services	Posada	$ 28,409.70	$ (448.30)
CD2504	Boy's Town	Catholic Charities	$ 49,223.27	$ (776.73)
CD2505	Senior Transportation	SRDA	$ 58,961.60	$ (930.40)
	Public Facilities/Neighborhood Improvements			
CD2506	1500 BLK E Routt-Sidewalks/Curbs	Beverly Ballage	$ 108,000.00	$ -
CD2507	200 BLK VanBuren Sidewalks	Natalie Zamora	$ 53,720.00	$ -
CD2508	Non Congregate Shelters	City of Pueblo	$ 50,000.00	$ -
CD2513	Neighborhood Improvements	City of Pueblo	$ 21,999.00	$ -
CD2515	Downtown Neighborhood Revitilization	City of Pueblo	$ 200,000.00	$ 200,000.00
	Housing Activities			
CD2509	ERESP	Pueblo County	$ 50,000.00	$ -
CD2510	Minor Repair	DHCS	$ -	$ (100,000.00)
CD2511	Homeowner Rehab	DHCS	$ 200,000.00	$ 100,000.00
CD2512	Abatement Dangerous Buildings	DHCS	$ 228,890.73	$ (71,109.27)
	Economic Developemnt			
CD2514	Small Business Assistance	DHCS	$ -	$ (150,000.00)
		CDBG Total	**$ 1,403,799.00**	$ (28,670.00)
HOME Partnership Investement Act Program Funds				Difference
2025	**Estimated HUD HOME Allocation**		**$ 877,545.14**	
Project No.	**Project Name**	**Project Agency**	**Amount**	
HO2510	City Administration	City of Pueblo	$ 76,346.43	$ -
HO2520	County Administration	Pueblo County	$ 11,408.09	$ -
HO2530	County Programs	Pueblo County	$ 79,856.30	$ (5,704.35)
HO2540	Community Housing Development Organization	TBD	$ 131,631.77	$ -
HO2550	City Programs	City of Pueblo	$ 534,425.30	$ (38,172.90)
HO2560	City Match	City of Pueblo	$ 176,057.49	$ -
HO2570	CHDO Operating	TBD	$ 43,877.25	$ 43,877.25
		Allocation w/ City Ma	**$ 1,053,602.63**	

Docusign Envelope ID: F9B6D6B1-E1E7-469A-BE62-A3B7FF2ED590

City Clerk's Office Item # S10

Background Paper for Proposed Action Item

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Melissa Cook, Director Department of Housing & Citizen Services

SUBJECT: AN ORDINANCE APPROVING AND ADOPTING A SUBSTANTIAL AMENDMENT TO THE CITY OF PUEBLO'S 2024 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE SUBSTANTIAL AMENDMENT WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFORE

SUMMARY:

This Ordinance approves the updates to the 2024 Annual Action Plan as presented.

PREVIOUS COUNCIL ACTION:

The City Council approved the 2024 Annual Action Plan on August 14, 2024.

BACKGROUND:

As an entitlement city, the City of Pueblo is required by the U.S. Department of Housing and Urban Development (HUD) to complete an Annual Action Plan for each year. The Annual Action Plan, along with accompanying documentation, serves as the City's application to HUD for the 2025 CDBG and HOME funding.
If there are substantial changes to the previously approved version, a substantial amendment must be completed which includes public hearings, Citizen Advisory Board Consultation, and City Council adoption.
These changes are outlined in detail in the attached documents, and summarized below:

1. Allocating funding for Community Housing Development Organizations (CHDO) Operating Expenses.

Docusign Envelope ID: F9B6D6B1-E1E7-469A-BE62-A3B7FF2ED590

2. Moving funding between accounts as noted in the attached documents.

FINANCIAL IMPLICATIONS:

Funding that is already budgeted and appropriated from the 2024 Annual Action Plan will be amended as detailed in the attachments.

BOARD/COMMISSION RECOMMENDATION:

The Citizens Advisory Committee (CAC) was asked for input on the changes. The City has received input from Committee members that concur with these changes.

STAKEHOLDER PROCESS:

A public meeting was held on December 22, 2025 to gather citizen input.
The City provided public notice regarding the availability of the Draft 2024 Annual Action Plan, which was published on December 10, 2025, and will remain open for public review until January 12, 2026, at 5:00 p.m., allowing for a thirty-day public comment period. A second public meeting is scheduled to take place during the final reading of this ordinance on January 12, 2026.
Copies of the plan are publicly available at the Department of Housing and Citizen Service and the City's website.

ALTERNATIVES:

Council can choose not to pass the Substantial Amendment(s) and the previously approved version will remain in place.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2024 Annual Action Plan Updates Draft
2. 2024 Attachment A Updated December 4, 2025

Docusign Envelope ID: F9B6D6B1-E1E7-469A-BE62-A3B7FF2ED590

ORDINANCE NO. 11105

AN ORDINANCE APPROVING AND ADOPTING A SUBSTANTIAL AMENDMENT TO THE CITY OF PUEBLO'S 2024 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE SUBSTANTIAL AMENDMENT WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFORE

WHEREAS, the City of Pueblo is designated as an entitlement city under the Housing and Community Development Act of 1974, and will receive Community Development Block Grant (CDBG) and HOME Investment Partnership Act Grants (HOME) for fiscal year 2024; and

WHEREAS, any substantial changes to the Annual Action Plan are required to be adopted by City Council,

WHEREAS, the City of Pueblo conducted a citizen participation process that included a public hearing within the City of Pueblo in addition to a second public hearing before City Council to obtain the views of citizens, non-profit, neighborhood groups, and the Citizen Advisory Committee on the City's housing and community needs;

WHEREAS, a copy of the 2024 Annual Action Plan Substantial Amendment, was made available to the general public for a 30-day public comment period. All public comments have been incorporated into the Plan; Now, THEREFORE,

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

SECTION 1.

The City Council hereby finds and determines that the Substantial Amendments to the City of Pueblo's 2024 Annual Action Plan, as required by HUD, is hereby approved, adopted, and incorporated herein.

SECTION 2.

The Mayor is hereby authorized to submit, in the name of the City of Pueblo, the Substantial Amendments and necessary certifications, assurances, and documentation to the U.S. Department of Housing and Urban Development.

SECTION 3.

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

SECTION 4.

Docusign Envelope ID: F9B6D6B1-E1E7-469A-BE62-A3B7FF2ED590

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

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 22, 2025.

Final adoption of Ordinance by City Council on January 12, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 01/15/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Docusign Envelope ID: F9B6D6B1-E1E7-469A-BE62-A3B7FF2ED590

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

DocuSigned by:
7C02EBDFFC3D43C...

_____
City Clerk

2024 ANNUAL ACTION PLAN SUBSTANTIAL AMENDMENT - DRAFT

Community Development Block Grant (CDBG), HOME Consortium

Draft Display December 10, 2025 – January 12, 2026, at 5:00 p.m.

DRAFT

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The City of Pueblo is part of the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) Program. The City and Pueblo County work together as a Consortium within the HOME Investment Partnerships Program.

As an entitlement community under the CDBG Program, the City of Pueblo must prepare an Annual Plan to implement federal programs that fund housing, community development, and economic development. This Plan covers FY 2024 (March 1, 2024, through ~~February 28~~September 30, 2025). Following a 30-day comment period, the city will submit the Plan for approval by the U.S. Department of Housing and Urban Development.

The Annual Action Plan aims to guide federal funding decisions in Pueblo. The Plan is centered around three main goals:
1. Provide decent housing by preserving affordable housing, increasing its availability, reducing discriminatory barriers, and aiding homeless individuals and families.
2. Develop a suitable living environment by improving neighborhoods, integrating low- and moderate-income residents throughout the city, and reinvesting in deteriorating communities.
3. Expand economic opportunities through job creation, homeownership opportunities, and activities that promote long-term community viability.

The primary priority for using federal funds is to increase self-sufficiency and economic opportunity for lower-income residents and individuals with special needs.

The City of Pueblo expects to receive the following federal resources in FY 2024:
· Community Development Block Grant funds: $1,453,413
· HOME Investment Partnership funds: $880,344
The goals and results outlined in the 2024 Annual Action Plan are connected to the 2020-2024 Consolidated Plan's Strategic Plan. The planned activities aim to meet the City's needs using CDBG and HOME funds and concentrate on offering affordable housing, improving living conditions, and enhancing economic prospects. The results of these activities will demonstrate the advantages of each funded program.

All activities in Pueblo will support at least one objective and one outcome. The priorities identified in the 2020-2024 Consolidated Plan include affordable housing, public services, public infrastructure and facilities, economic development, community revitalization, fair housing education and outreach, and administration and planning.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The goals and results outlined in the 2024 Annual Action Plan are connected to the 2020-2024 Consolidated Plan's Strategic Plan. The planned activities aim to meet the City's needs using CDBG and HOME funds and concentrate on offering affordable housing, improving living conditions, and enhancing economic prospects. The results of these activities will demonstrate the advantages of each funded program.

All activities in Pueblo will support at least one objective and one outcome. The priorities identified in the 2020-2024 Consolidated Plan include affordable housing, public services, public infrastructure and facilities, economic development, community revitalization, fair housing education and outreach, and administration and planning.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The evaluation of past performance covers the period from March 1, 2023, through February 28, 2024. The City's past performance based on the Consolidated Annual Performance and Evaluation Report (CAPER) highlighted accomplishments achieved through the expenditure of CDBG, CDBG-CV, and HOME funds. It also mentioned areas where the City fell short of its program year goals. The most recent Annual ~~Perfomance~~Performance Evaluation noted ~~deficencies~~deficiencies in two primary area:

CR-20 emphasizes the need for comprehensive narratives, detailing the actual households benefiting from CDBG and HOME funds, along with the households supported. An evaluation was not completed which should cover progress in achieving specific affordable housing objectives for various owner and renter households, addressing concerns like high rent burdens, substandard housing, involuntary displacement, and disabilities.

- Efforts to address worst case needs was not discussed or progress in meeting the needs of persons with disabilities.
- The number of middle-income persons served were not addressed.
- The number of homeless persons served were not addressed

The City also exceeded its administrative cap in PY2016, 2017, and 2018. This is an account error and is not a result of excessive expenses.

The City will address these issues in its response to the APA.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The city utilizes a grassroots approach for engagement to direct CDBG funding to low-income households and households within low-income communities. The City's Division of Housing and Citizen Services participates in many diverse groups and committees throughout the year to coordinate funding and funding opportunities and to let people know what is available in the community and who is the best point of contact for the type of service needed. The Division participates in the following community-based commissions, committees, and workgroups:

- Community Commission on Housing and Homelessness (6 meetings per year)
- Housing Workgroup (monthly)Shift the Narrative Workgroup (monthly)Neighbors In Need Workgroup (monthly)
- The DICE Team (weekly meeting)
- The ADA Advisory Committee (monthly meeting)
- Community Services Advisory Commission (monthly meeting)
- Housing Update Call with the State Division of Housing (monthly call)
- Coordination with the Housing Authority on housing needs and grant applications (HUD and EPA)
- 2/13/24 Meeting at CHFA Housing Summit, Denver with developer Kittle Group in reference to PAB and housing development
- 6/20/24 - Meetings with developer Posada to develop the Oasis Apartments
- 7/3/24 Meeting with Archway Development for two projects within the City

The Division offices with the Pueblo County Department of Human Services and closely coordinates with LEAP, Weatherization, TANIF, Commodities Distribution, and other social service programs offered.

Funding availability is published in the Pueblo Chieftain in both english and spanish and on the city's main webpage. A public hearing and presentation meeting is held for the applicants to present their proposed projects to the Citizen's Advisory Committee. The Committee is made up of community volunteers from each city council district. The Committee ranks the application in accordance with Consolidated Plan using a rubric that connects to the Consolidated Plan's identified needs and associated goals.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The city received comments and presentations from (19) citizens and non-profit groups requesting funding for proposed projects.

The City received one comment during the availability of the Draft 2024 Annual Action Plan suggesting that the City should use more of its funds for economic development.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted.

7. Summary

The Division of Housing and Citizen Services is a highly active unit that works directly with other Departments, government entities, non-profit housing and service providers, and the general public through direct service. The City has established a grassroots approach to making funding available and directed to low-income citizens and neighborhood comprised of low-income citizens. The City has an excelent track record of delivering funding benefitting low-income individuals and families utilizing at or above 90% of the funding benefitting low-income citizens. The balance of the funding going towards spot slum and blight within low income areas which most residents would consider a benefit.

DRAFT

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	PUEBLO	Department of Housing and Citizen Services
HOME Administrator	PUEBLO	Department of Housing and Citizen Services

Table 1 – Responsible Agencies

Narrative

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administering each grant program and funding source.

The City of Pueblo's Division of Housing and Citizen Services within the Department of Planning and Community Development administers the CDBG grant. The City of Pueblo and Pueblo County participate as a Consortium within the HOME Investment Partnerships Program (HOME). As the participating jurisdiction, the City of Pueblo undertakes all monitoring and reporting on behalf of Pueblo County. Pueblo County undertakes its affordable housing programs.

Consolidated Plan Public Contact Information

Bryan Gallagher, Administrator
City of Pueblo Division of Housing and Citizen Services
2631 E. 4th Street

DRAFT

Pueblo, CO 81001
Phone: 719-553-2850
Email: housing@pueblo.us

DRAFT

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Pueblo's Division of Housing and Citizen Services created an outreach program to gather input from a wide range of stakeholders. The program involved public meetings, published meeting notices, and stakeholder/focus group meetings designed to involve a diverse group of stakeholders and city residents in line with the Citizen Participation Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

It is becoming increasingly important to have meaningful collaboration in the development and implementation of housing and community development programs. Rising costs are stretching the federal resources allocated to these programs. Collaborating with housing and service providers helps the city maximize the benefits of its investments. It ensures that these investments strategically address both short-term needs and long-term goals. The Division of Housing and Citizen Services regularly consults with human services agencies, housing development organizations, and municipal departments throughout the program year.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Pueblo is part of the statewide State Continuum of Care and receives funding through the statewide balance. Locally, Pueblo is represented at the State Continuum of Care by housing and service providers who work to meet the needs of people experiencing homelessness and strive to find a local solution to end homelessness. The city regularly communicates with housing and service providers.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Pueblo does not receive or administer ESG Funds. The City of Pueblo met with the Continuum of Care (COC) during the consultation process to coordinate between government, mental health, and other service agencies, and the Consolidated Plan reflects paired goals and objectives.

2. Agencies, groups, organizations and others who participated in the process and consultations

DRAFT

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	POSADA, INC.
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Division of Housing and Citizen Services consulted with the agency throughout the year during large, coordinated meetings, one-on-one meetings, and while monitoring ongoing projects. The expected outcome was to coordinate funding to enable the agency and other complementing agencies to address the homeless issues within the city.
2	**Agency/Group/Organization**	Pueblo Rescue Mission
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Division of Housing and Citizen Services consulted with the agency throughout the year during large, coordinated meetings, one-on-one meetings, and during monitoring reviews of ongoing projects. The anticipated outcome was coordinating with the agency to serve the homeless community.

DRAFT

3	**Agency/Group/Organization**	SRDA Pueblo, Inc.
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Division of Housing and Citizen Services consulted with the agency one-on-one and during the monitoring review of ongoing projects. The anticipated outcome was the coordination of funding to allow the agency to address issues affecting elderly citizens within the city.
4	**Agency/Group/Organization**	Colorado Legal Services
	Agency/Group/Organization Type	Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Eviction Prevention
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Division of Housing and Citizen Services consulted with the agency for one-on-one consultations and coordinated intergovernmental agency consultations. The goal of the consultation was to coordinate funding and develop wraparound services to keep families housed.
5	**Agency/Group/Organization**	Housing Authority of the City of Pueblo
	Agency/Group/Organization Type	Housing PHA Services - Housing Services-homeless

DRAFT

	What section of the Plan was addressed by Consultation?	Public Housing Needs Homelessness Strategy Housing Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Division of Housing and Citizen Services consulted with the agency throughout the year during one-on-one meetings and monitoring reviews of ongoing projects. The anticipated outcome was the production of additional units and the coordination of LIHTC funding. Additionally, the City coordinated with the Authority on grant applications to the EPA and HUD.

Identify any Agency Types not consulted and provide rationale for not consulting

None excluded

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Health Solutions	The goals of the Consolidated Plan align with the efforts of the CoC.

Table 3 – Other local / regional / federal planning efforts

Narrative

The CoC has been included as a key stakeholder in the development of the Con-Plan, HOME-ARP Plan, the Strategic Housing Assessment and this AAP.

DRAFT

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The city utilizes a grassroots approach for engagement to direct CDBG funding to low-income households and households within low-income communities. The City's Division of Housing and Citizen Services participates in many diverse groups and committees throughout the year to coordinate funding and funding opportunities and to let people know what is available in the community and who is the best point of contact for the type of service needed. The Division participates in the following community-based commissions, committees, and workgroups:

- Community Commission on Housing and Homelessness (6 meetings per year)
- Housing Workgroup (monthly)Shift the Narrative Workgroup (monthly)Neighbors In Need Workgroup (monthly)
- The DICE Team (weekly meeting)
- The ADA Advisory Committee (monthly meeting)
- Community Services Advisory Commission (monthly meeting)
- Housing Update Call with the State Division of Housing (monthly call)
- 2/13/24 Meeting at CHFA Housing Summit, Denver with developer Kittle Group in reference to PAB and housing development
- 6/20/24 - Meetings with developer Posada to develop the Oasis Apartments
- 7/3/24 Meeting with Archway Development for two projects within the City

The Division offices with the Pueblo County Department of Human Services and closely coordinates with LEAP, Weatherization, TANIF, Commodities Distribution, and other social service programs offered.

Funding availability is published in the Pueblo Chieftain in both english and spanish and on the city's main webpage. A public hearing and presentation meeting is held for the applicants to present their proposed projects to the Citizen's Advisory Committee. The Committee is made up of community volunteers from each city council district. The Committee ranks the application in accordance with Consolidated Plan using a rubric that connects to the Consolidated Plan's identified needs and associated goals.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted /broad community	Notice of funding availability open from May 1, 2023 through May 31, 2023	Applications for programs and projects included in this 2024 AAP	All applications were accepted; not all applications were able to be funded.	Link and application on City's Homepage
2	Newspaper Ad	Non-English Speaking - Specify other language: Spanish	Notice of funding availability open from May 1, 2023 through May 31, 2023	Applications for programs and projects included in this 2024 AAP	All applications were accepted; not all applications were able to be funded.	Link and application on City's Homepage
3	Newspaper Ad	Non-targeted /broad community	Notice of Public Hearing to receive public input on use of funding.	None	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Hearing	Non-targeted /broad community	A public hearing held in City Council Chambers following the grant request presentations.	Nineteen individuals were present and presented for themselves or the groups they represented.	None	Streamed Live on Zoom
5	Public Meeting	Non-targeted /broad community	Work Session with City Council on televised meeting and replayed for two weeks on the City Gov. Channel 17.	None	None	City Clerk is inviting you to a scheduled Zoom meeting. Join Zoom Meeting https://pueblo.zoom.us/j/83497433064 Meeting ID: 834 9743 3064 Passcode:
6	Internet Outreach	Non-targeted /broad community	City Council Work Session streamed live on Facebook.	None	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Newspaper Ad	Non-targeted /broad community	Notice of availability for Draft Annual Action Plan - available at the Division's Office, Rawlings Library, the City Clerk's Office, and on the Division's website.	One comment was received	All comments were accepted	https://www.pueblo.us/DocumentCenter/View/24322/2023-Annual-action-plan-PDF?bidId=

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
8	Newspaper Ad	Non-English Speaking - Specify other language: Spanish	Notice of availability for Draft Annual Action Plan - available at the Division's Office, Rawlings Library, the City Clerk's Office, and on the Division's website.	None	None	https://www.pueblo.us/DocumentCenter/View/24322/2023-Annual-action-plan-PDF?bidId=
9	Public Hearing	Non-targeted /broad community	City Council Meeting Aug 12, 2024 - Ordinance to adopt 2024 Annual Action Plan	None	None	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The City of Pueblo will use its allocation and program income to further the goals identified in the 2020-2024 Consolidated Plan.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,453,413.00	0.00	0.00	1,453,413.00	0.00	Community Development Block Group 2024 Allocation. This is the final year of the 2020-2024 Consolidated Plan.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	880,344.35	0.00	0.00	880,344.35	0.00	HOME Investment Partnership Funds 2024 Allocation. This is the final year of the 2020-2024 Consolidated Plan
Other	public - federal	Acquisition Admin and Planning Housing Public Services Other	0.00	0.00	0.00	0.00	0.00	The City of Pueblo will utilize the CV funds to respond to issue exacerbated by the COVID-19 Pandemic

Table 2 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG funds will leverage funds in the Public Service sector. Combined with $950,000 in local funds from the City and Pueblo County, the CDBG funds will be leveraged by the non-profits to fund the services utilized within the community. HOME funds will be leveraged with other capital

stack investments to create housing units in partnership with the community and investors. The match to the HOME Grant was provided by Ordinance No. 10608 adopted on 11/27/2023. The city adpopted its annual budget on that date, included with the 2024 General Operating Budget for the City of the Pueblo (page D-78) was the funding for the HOME match.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City has acquired a property at 1302 E 5th Street, Pueblo, CO 81001 using ARPA funds, the property will be developed into affordable housing. Through a grant received by the Colorado Housing Finance Authority a preliminary design is being developed for potential investors.

Discussion

The activities included in the 2024 Annual Action Plan and the associated funding will be dedicated to achieving the goals identified in the Consolidated Plan. Funding contained in this AAP will serve:

Public services in the areas of homelessness, eviction prevention, shelter, budgeting, mentoring, and senior transportation.

Neighborhood improvements requested by citizens is the sidewalk replacement on Crystal Place and in the Grove Neighborhood.

Accessibility improvements are planned for ADA curb ramp replacements, Belmont Neighborhood.

Three housing programs will be funded to make necessary repairs to owner-occupied housing.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	New construction of affordable housing	2020	2024	Affordable Housing	Citywide	Affordable Housing	HOME: $792,310.35	Rental units constructed: 4 Household Housing Unit Homeowner Housing Added: 1 Household Housing Unit
3	Preserve existing affordable units (rehab)	2020	2024	Affordable Housing	Citywide	Affordable Housing	CDBG: $183,413.00	Homeowner Housing Rehabilitated: 23 Household Housing Unit
5	Provide housing and services to homeless/ near	2020	2024	Affordable Housing Homeless	Citywide	Public Services including Services for Homeless	CDBG: $133,745.00	Public service activities other than Low/Moderate Income Housing Benefit: 875 Persons Assisted
6	Provide public services to non-homeless population	2020	2024	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	Citywide	Public Services including Services for Homeless	CDBG: $80,005.00	Public service activities other than Low/Moderate Income Housing Benefit: 368 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Improve and maintain public infrastructure and fac	2020	2024	Non-Housing Community Development	Citywide	Public Infrastructure and Facilities	CDBG: $766,250.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 597 Persons Assisted
11	Planning and administration of federal programs	2020	2024	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide Countywide	Administration and Planning	CDBG: $290,000.00 HOME: $88,034.00	Other: 1 Other

Table 3 – Goals Summary

Goal Descriptions

2	**Goal Name**	New construction of affordable housing
	Goal Description	New construction of affordable housing units.
3	**Goal Name**	Preserve existing affordable units (rehab)
	Goal Description	Rehabilitation/reconstruction of single and multi-family housing; energy efficiency improvements; accessibility modifications; lead-based paint abatement; minor housing repairs; and preservation of affordable units.

5	**Goal Name**	Provide housing and services to homeless/ near
	Goal Description	Housing and services for the homeless and near homeless include outreach, emergency, transitional, and permanent supportive housing, Rapid Re-Housing, supporting services, and rental assistance.
6	**Goal Name**	Provide public services to non-homeless population
	Goal Description	Other public services that are needed include housing and services for persons with HIV/AIDS; services for persons with physical, developmental, and intellectual disabilities; employment and workforce development; screening for lead-based paint hazards; housing counseling; neighborhood clean-up programs; crime awareness and prevention programs; transportation; health and mental health services; services for persons recovering from addiction; youth programs, food banks and other food-related services; childcare and related services; senior programs and related services; legal services; and financial literacy.
7	**Goal Name**	Improve and maintain public infrastructure and fac
	Goal Description	Public facilities include neighborhood, parks/recreation, parking, senior and youth, childcare, job training, cultural, non-residential historic preservation, and homeless facilities. Public infrastructure includes: • Street and sidewalk improvements. • Lighting and streetscaping. • Water and sewer improvements. • Flood drainage improvements. • Solid waste management improvements.
11	**Goal Name**	Planning and administration of federal programs
	Goal Description	Planning and administration for the successful implementation of CDBG and HOME programs.

AP-35 Projects - 91.420, 91.220(d)

Introduction

Introduction

The following is a list of the planned projects the City will fund with CDBG and HOME funds.

Project Name

1 CD2401 Administration
2 CD2402 Homeless Prevention
3 CD2403 Homeless Supportive Services
4 CD2404 Homeless Youth Services
5 CD2405 Catholic Charities Teen Mentoring
6 CD2406 SRDA Senior Transportation
7 CD2407 Crystal Place Sidewalks
8 CD2408 Grove Neighborhood Improvements
9 CD2409 ADA Curb Ramp Project 1
10 CD2410 ADA Curb Ramps Project 2
11 CD2411 Emergency Repair and Essential Services Program for Seniors
12 CD2412 Minor Repairs Program
13 CD2413 Rehabilitation Program
14 CD2414 Eastside Childcare Facility Improvements

#	Project Name
1	CD2401 Administration
2	CD2402 Homeless Prevention
3	CD2403 Homeless Supportive Services
4	CD2404 Homeless Youth Services
5	CD2405 It's All About Being a Teen
6	CD2406 SRDA Senior Transportation
7	CD2407 Crystal Place Sidewalk Replacement
8	CD2408 Grove Neighborhood Infrastructure Improvements
9	CD2409 ADA Curb Project I
10	CD2410 ADA Curb Ramps Project II
11	CD2411 Emergency Repair and Essential Services Program for Seniors
12	CD2412 Minor Repairs Program
13	CD2413 Housing Rehabilitation Program
14	CD2414 Eastside Childe Care Improvements
15	CD2415 Posada Parking Lot Improvements

#	Project Name
16	HO2410 - City HOME Administration
17	HO2420 Pueblo County HOME Administration
18	HO2430 - Pueblo County Housing Programs
19	HO2440 Community Development Housing Organization Project
20	HO2450 - City Housing Programs
21	HO2470 – CHDO Operating

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

AP-38 Project Summary

Project Summary Information

1	**Project Name**	CD2401 Administration
	Target Area	Citywide Countywide
	Goals Supported	Planning and administration of federal programs
	Needs Addressed	Administration and Planning
	Funding	CDBG: $290,000.00
	Description	Administrative and planning activities associated with the CDBG program, fair housing education, and outreach.
	Target Date	2/28/2025
	Estimate the number and type of families that will benefit from the proposed activities	N/A - Administration activity
	Location Description	Administration of the grant funds will occur at 2631 E 4th Street, Pueblo, CO 81001 (CT11, BLK1)
	Planned Activities	Administrative and planning activities associated with the CDBG program and fair housing education and outreach.
2	**Project Name**	CD2402 Homeless Prevention
	Target Area	Citywide
	Goals Supported	Provide housing and services to homeless/ near
	Needs Addressed	Public Services including Services for Homeless
	Funding	CDBG: $23,745.00
	Description	The funding will assist low-income families cover their monthly rent and provide them with case management services in financial emergencies. This support aims to help families manage and maintain a budget, increase their income, and reduce the risk of homelessness.
	Target Date	12/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	Up to 25 individuals and families will benefit from the proposed activity.

	Location Description	Services provided at 501 Belmont Avenue, Pueblo, CO (CT18, BLK 1)
	Planned Activities	Provide case management and one-time subsistence payment for rent or mortgage arrears, including utilities covering up to a (3) month period.
3	**Project Name**	CD2403 Homeless Supportive Services
	Target Area	Citywide
	Goals Supported	Provide housing and services to homeless/ near
	Needs Addressed	Public Services including Services for Homeless
	Funding	CDBG: $75,000.00
	Description	Funding will provide supportive services to low-income, newly unemployed, and homeless families and individuals. Supportive services include comprehensive case management services, basic needs assistance, and referrals and support.
	Target Date	12/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	Provide service and case management to 750 unduplicated individuals over the year.
	Location Description	Services offered at 501 Belmont Ave, Pueblo, CO 81004 (CT18, BLK 1)
	Planned Activities	Supportive services include comprehensive case management services, basic needs assistance and referrals and support.
4	**Project Name**	CD2404 Homeless Youth Services
	Target Area	Citywide
	Goals Supported	Provide housing and services to homeless/ near
	Needs Addressed	Public Services including Services for Homeless
	Funding	CDBG: $35,000.00

	Description	The funding will provide case management and services for homeless youth, including emergency shelter, transitional housing, supportive services, basic services, transportation, assistance with obtaining IDs and birth certificates, reunification support, case management in collaboration with housing, education, employment services, life skills classes, and supplies.
	Target Date	12/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	Provide service and case management to 100 unduplicated individuals (Youth 18-25) over the year.100 Individuals (Youth 18-25) will benefit from the activity.
	Location Description	Services offered at 501 Belmont Ave, Pueblo, CO 81004 (CT18, BLK 1)
	Planned Activities	Funding will be used for the provision of case management and services for homeless youth, including emergency shelter, transitional housing supportive services, basic services, transportation, assistance with IDs and birth certificates, reunification, case management in conjunction with housing, education and employment services, life skills classes, and supplies for the homeless youth.
5	**Project Name**	CD2405 It's All About Being a Teen
	Target Area	Citywide
	Goals Supported	Provide public services to non-homeless population
	Needs Addressed	Public Services including Services for Homeless
	Funding	CDBG: $50,005.00

	Description	Catholic Charities of Southern Colorado (CCSoCo) will utilize funding for the agencyÃ¿Â¿Ã¿Â¿Ã¢Ã¿Â¿Ã¿Â¿Ã¿Â¿Ã¿Â¿Ã¿Â¿s ItÃ¿Â¿Ã¿Â¿Ã¢Ã¿Â¿Ã¿Â¿Ã¿Â¿Ã¿Â¿Ã¿Â¿Ã¿Â¿s All About Being a Teen program. It's All About Being a Teen (IAABAT) is a dynamic interactive class designed to increase positive self-worth, personal empowerment, self-discipline, empathy, healthy attachments, and resilient-protective behaviors. Many of the families we serve have backgrounds rooted in trauma, poverty, gender and racial disparities, and limited access to resources. These characteristics contribute to teens experiencing greater percentages of risk factors and violence. Youth violence is linked to negative health and well-being outcomes and disproportionately impacts communities of color which are very prevalent in Pueblo. Violence increases the risk for behavioral and mental health difficulties including future violence perpetration and victimization, smoking, substance use, high-risk sexual behavior, depression, academic difficulties, school dropout, and suicide. It's All About Being a Teen was developed for young people at risk of disturbed and delinquent behaviors. The lessons help this population understand, define, and choose healthy and nurturing lifestyles. Through self-report inventories, role-play, discussions, and creative expression, teens in the program will address risk factors like peer pressure and bullies, substance use, and behavioral/mental health problems. Funding will support a combination of program supplies, operational expenses, and staffing costs. Operational costs include items needed to prepare hot meals for participants prior to the class time, The staff positions which would be incorporated include the Nurturing Parenting Program Coordinator (30%), a Program Facilitator (35%), and a Youth Facilitator (50%).
	Target Date	2/28/2025
	Estimate the number and type of families that will benefit from the proposed activities	CCSoCo plans to serve 54 teens through 3 sixteen-week classes during this grant period. This is an increase of about 9-10 teens for the coming program year.
	Location Description	The project will be facilitated at 429 W. 10th Street, Pueblo, CO 81003 (CT6, BLK 1)

	Planned Activities	It's All About Being a Teen encompasses 99 lessons categorized into 15 competencies. The course will run 16 weeks, three times per year, and serve on average 18 youth per cohort for a yearly total of 54 participants. The sessions will last three hours, which will include a mealtime (a hot meal is provided preceding each class). The program only hosts one session per week because it offers adequate exposure to course materials without overloading. The teens have the opportunity to practice what they learn through homework assignments. Our program will be held on Fridays and will not compete with school commitments. Neither of the local school districts (District 60 and District 70) hold classes on Fridays. The weekly, semester-long course will balance the needed exposure for impact with consideration for retention and keeping the target population engaged. Although it was initially designed by the evidence-based Nurturing Parenting Program as a tertiary intervention (i.e. working with individual who have already experienced maltreatment, correctional issues, etc.), for the purpose of our program and our population, we use the It's All About Being a Teen program as a secondary intervention. This means that our target population consists of teens who are at high-risk (or have increased risk factors) of experiencing maltreatment, abuse, mental health issues, correctional issues, and more. This approach takes a more preventative stance which improves chances for ultimately positive outcomes for the teens involved in the program. The target population for this program (high-risk youth) typically experiences high instances of generational poverty, gender and racial disparities, limited access to resources and education, and in many cases, trauma. CCSoCo is Pueblo's designated Family Resource Center (FRC). As such, we use a Family Strengthening approach to increase protective factors and build upon the strengths of the youth and families we serve. The IAABAT program helps to increase protective factors by providing teens with opportunities to practice association with prosocial peers, gain skills and opportunities in solving problems non-violently, and build high self-esteem. Class text is individualized and developed by the participant using reflection activities as they apply the course material to their own life and values. Activities are aimed at helping teens understand their values and self-worth along with what's happening in the world and relationships around them. We have experienced tremendous success in our programs due to the inclusivity

		of the entire family so that no one family member is struggling in a silo to work toward self-sufficiency and well-being.
6	**Project Name**	CD2406 SRDA Senior Transportation
	Target Area	Citywide
	Goals Supported	Provide public services to non-homeless population
	Needs Addressed	Public Services including Services for Homeless
	Funding	CDBG: $30,000.00
	Description	The SRDA Transportation program is planning to purchase a twelve-passenger vehicle equipped to accommodate five wheelchairs. The CDBG funding will provide 20% of the funds required to secure the vehicle, and CDOT (Colorado Department of Transportation) will provide the balance of the funds needed. This purchase is part of SRDA's vehicle replacement schedule, allowing them to replace older, higher-cost, higher-mileage vehicles in their fleet. Additionally, the funds may fuel the existing fleet providing daily service.
	Target Date	6/1/2025
	Estimate the number and type of families that will benefit from the proposed activities	314 Individuals will be served by the program.
	Location Description	The program will be operated from the SRDA facilities at 230 N. Union Avenue, Pueblo, CO 81003
	Planned Activities	The Program will provide transportation for seniors to needed appointments and essentials.
7	**Project Name**	CD2407 Crystal Place Sidewalk Replacement
	Target Area	Citywide
	Goals Supported	Improve and maintain public infrastructure and fac
	Needs Addressed	Public Infrastructure and Facilities
	Funding	CDBG: $~~107,500.00~~61,851.00
	Description	Replace the deteriorated sidewalk and install ADA curb ramps on both sides of Crystal Place on the one-block street between Lake Avenue and the Bessemer Ditch. Improve ADA pedestrian poles/traffic signals at the intersection of Orman and Jones Avenues.
	Target Date	2/28/2025

	Estimate the number and type of families that will benefit from the proposed activities	Nineteen families will be assisted by this project.
	Location Description	
	Planned Activities	Sidewalk replacement and installation of ADA curb ramps.
8	**Project Name**	CD2408 Grove Neighborhood Infrastructure Improvements
	Target Area	Citywide
	Goals Supported	Improve and maintain public infrastructure and fac
	Needs Addressed	Public Infrastructure and Facilities
	Funding	CDBG: $153,600.00
	Description	Selective replace the deteriorated sidewalk and installation ADA curb ramps throughout the Grove Neighborhood.
	Target Date	5/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Twenty-five families will benefit from the project.
	Location Description	Bound by Rush, Palm, Clark, Spring, and Plum Streets between the levee and C Streets (CT35, BLK 1).
	Planned Activities	Sidewalk replacement and installation of ADA curb ramps.
9	**Project Name**	CD2409 ADA Curb Project I
	Target Area	Citywide
	Goals Supported	Improve and maintain public infrastructure and fac
	Needs Addressed	Public Infrastructure and Facilities
	Funding	CDBG: $200,000.00

	Description	Install ADA-compliant accessible curb ramps at street intersections and crosswalks in the Belmont neighborhood along Bonforte Blvd. The project will entail the replacement of existing curb and gutter, concrete cross pans, asphalt repair, striping, decorative concrete and retaining walls, signage, disturbed landscaping, and irrigation. The project may include the relocation of existing street lighting, signal lights, associated electrical boxes, and wiring. Relocation of adjacent utilities may be required to complete the proposed project.
	Target Date	12/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	The project will install 10 ADA compliant curb ramps.
	Location Description	The project will replace multiple ADA curb ramps in Census Tract 9.02 BLK 1 (56.9% LMI) and Census Tract 9.04 BLK 1 (59.7% LMI).
	Planned Activities	The project will entail replacing the existing curb and gutter, 7" concrete cross pans, 4" asphalt repair, striping, decorative concrete and retaining walls, signage, disturbed landscaping, and irrigation. It may also include relocating existing street lighting, signal lights, associated electrical boxes, and wiring. Relocating adjacent utilities may be required to complete the proposed project.
10	**Project Name**	CD2410 ADA Curb Ramps Project II
	Target Area	Citywide
	Goals Supported	Improve and maintain public infrastructure and fac
	Needs Addressed	Public Infrastructure and Facilities
	Funding	CDBG: $200,000.00
	Description	Install ADA-compliant accessible curb ramps at street intersections and crosswalks throughout the City of Pueblo. Install a connecting sidewalk between ADA ramps where a sidewalk does not exist. The project will entail the replacement of existing curb and gutter, concrete cross pans, asphalt repair, striping, decorative concrete and retaining walls, signage, disturbed landscaping, and irrigation. The project may include relocating existing street lighting, signal lights, associated electrical boxes, and wiring. Relocation of adjacent utilities may be required to complete the proposed project.
	Target Date	12/31/2024

	Estimate the number and type of families that will benefit from the proposed activities	15 ADA Curb Ramps will be installed. The project will help the community and allow the City to comply with American's with Disabilities Act.
	Location Description	The project will replace multiple ADA curb ramps in Census Tract 9.02 BLK 1 (56.9% LMI) and Census Tract 9.04 BLK 1 (59.7% LMI)
	Planned Activities	The project will entail replacing the existing curb and gutter, 7" concrete cross pans, 4" asphalt repair, striping, decorative concrete and retaining walls, signage, disturbed landscaping, and irrigation. It may also include relocating existing street lighting, signal lights, associated electrical boxes, and wiring. Relocating adjacent utilities may be required to complete the proposed project.
11	**Project Name**	CD2411 Emergency Repair and Essential Services Program for Seniors
	Target Area	Citywide
	Goals Supported	Preserve existing affordable units (rehab)
	Needs Addressed	Affordable Housing
	Funding	CDBG: $40,000.00
	Description	The ERESP program is a successful emergency rehabilitation program in its 22nd year. The program has assisted over 873 senior citizens. The CDBG funds will provide emergency repairs to low-income senior households within the Pueblo City limits. ERESP provides emergency repairs for faulty plumbing, lack of water and heat, faulty electrical wiring, leaking roofs, and other emergencies. There has also been a tremendous increase in demand for accessibility modifications such as handrails, ramps, handicapped showers, and grab bars.
	Target Date	12/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	Eight low to moderate income elderly household will be served by this project.
	Location Description	The project will assis participants with in the city limits.

	Planned Activities	ERESP offers emergency repairs for issues such as faulty plumbing, lack of water, heat, faulty electrical wiring, leaking roofs, and other emergencies. There has also been a significant rise in requests for accessibility modifications like handrails, ramps, handicapped showers, and grab bars.
12	**Project Name**	CD2412 Minor Repairs Program
	Target Area	Citywide
	Goals Supported	Preserve existing affordable units (rehab)
	Needs Addressed	Affordable Housing
	Funding	CDBG: $75,000.00
	Description	The City of Pueblo established the Minor Repair Program in 2009 to provide repair services to low- to moderate-income, owner-occupied housing. The Program can make singular-type repairs in people's homes for those who cannot afford to make the repairs themselves. The program aims to restore the services to the home, make necessary improvements to the home's habitability, and increase the home's longevity through the restoration of deferred maintenance.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	(12) Owner-occupied households will be assisted by the program through code-compliant housing repairs during the year.
	Location Description	The Program will be operated within the city limits.
	Planned Activities	Each minor repair project is limited to $5,000 and can cover the repair of one item in the home or one category within the home. For example, this could involve replacing an exterior door as a single item or replacing the water supply lines throughout the home as an item within the plumbing category.
13	**Project Name**	CD2413 Housing Rehabilitation Program
	Target Area	Citywide
	Goals Supported	Preserve existing affordable units (rehab)
	Needs Addressed	Affordable Housing
	Funding	CDBG: $68,413.00

	Description	The project aims to offer housing rehabilitation services to low-income, owner-occupied, single-family homes. The program has a limit of $25,000 per home. The funds can be used to repair or replace mechanical, electrical, and plumbing systems within the home. They can also cover other structural repairs or weatherization elements such as roofing, siding, painting, doors, and windows. Cosmetic items are allowed as long as they contribute to the goal of providing decent, safe, and sanitary housing.
	Target Date	2/28/2025
	Estimate the number and type of families that will benefit from the proposed activities	Three families will be assisted. Eligible applicants are homeowners within the city of Pueblo, who have lived in their home for more than two years and are income qualified below 80% Area Median Income.
	Location Description	The Program will be operated with in the city limits.
	Planned Activities	CDBG funds will be used for direct construction expenses of the projects and required services, including LBP inspection, LBP risk assessment, clearance testing, asbestos and other environmental consulting, engineering, credit and ownership reports, printing, and publication.
14	**Project Name**	CD2414 Eastside Childe Care Improvements
	Target Area	Citywide
	Goals Supported	Improve and maintain public infrastructure and fac
	Needs Addressed	Public Infrastructure and Facilities
	Funding	CDBG: $~~65,000.00~~100,000.00
	Description	Construct a two-van garage to protect and store vehicles overnight. The project will also replace the flooring in the toddler room to remediate water damage from a plumbing leak.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	One public facility will be upgraded. The facility serves young families in a low-mod area allowing the parents to work outside of the home.
	Location Description	The project is located at 2717 E. 8th Street, Pueblo, CO 81001 (CT10, BLK1).

	Planned Activities	Construct a two-van garage to protect and store vehicles overnight. The project will also replace the flooring in the toddler room to remediate water damage from a plumbing leak.
15	**Project Name**	CD2415 Posada Parking Lot Improvements
	Target Area	Citywide
	Goals Supported	Improve and maintain public infrastructure and fac
	Needs Addressed	Public Infrastructure and Facilities
	Funding	CDBG: $40,150.00
	Description	Install an ADA compliant entry ramp with railing and re-surface the existing parking lot to included striping and ADA signage. The project will improve accessibility and designate ADA parking from the other spaces.
	Target Date	2/28/2025
	Estimate the number and type of families that will benefit from the proposed activities	Posada's public services are operated out of their office at 501 Belmont Avenue, the parking lot improvements will allow the non-profit to serve the homeless in the community. The agency serves 1000 clients annually.
	Location Description	The project will take place at 501 Belmont Avenue, Pueblo, CO 81004 (CT18, BLK1).
	Planned Activities	Install an ADA compliant entry ramp with railing and re-surface the existing parking lot to included striping and ADA signage. The project will improve accessibility and designate ADA parking from the other spaces.
16	**Project Name**	CD2416 Environmental Testing for Future Development
	Target Area	Citywide
	Goals Supported	Low/Moderate-income Area Benefit
	Needs Addressed	Housing
	Funding	CDBG: $10,649
	Description	
	Target Date	11/20/2026

	Estimate the number and type of families that will benefit from the proposed activities	1,000
	Location Description	
	Planned Activities	Environmental testing in low/moderate-income areas for future development sites.
176	**Project Name**	HO2410 - City HOME Administration
	Target Area	Citywide Countywide
	Goals Supported	Planning and administration of federal programs
	Needs Addressed	Administration and Planning
	Funding	HOME: $76,589.00
	Description	Administration and planning activities for the HOME program.
	Target Date	2/28/2025
	Estimate the number and type of families that will benefit from the proposed activities	N/A - Administration activity
	Location Description	Division of Housing and Citizen Services, 2631 E 4th Street, Pueblo, CO 81001
	Planned Activities	Administration of the HOME program.
187	**Project Name**	HO2420 Pueblo County HOME Administration
	Target Area	Countywide
	Goals Supported	Planning and administration of federal programs
	Needs Addressed	Administration and Planning
	Funding	HOME: $11,445.00
	Description	Pueblo County's administration of the HOME Program.
	Target Date	2/28/2025

	Estimate the number and type of families that will benefit from the proposed activities	N/A - Administration activity
	Location Description	Pueblo County Department of Human Services, 405 W. 9th Street, Pueblo, CO 81003
	Planned Activities	
1~~8~~9	**Project Name**	HO2430 - Pueblo County Housing Programs
	Target Area	Countywide
	Goals Supported	New construction of affordable housing
	Needs Addressed	Affordable Housing
	Funding	HOME: $~~85,834.00~~80,111.76
	Description	This includes a range of activities, including TBRA, new construction, rehabilitation, acquisition/rehab, in-fill development, and other housing activities allowed by HOME regulations.
	Target Date	2/28/2026
	Estimate the number and type of families that will benefit from the proposed activities	One rental unit will be constructed with the funding.
	Location Description	Pueblo County Department of Human Services, 405 W. 9th Street, Pueblo, CO 81003
	Planned Activities	This includes a range of activities, including TBRA, new construction, rehabilitation, acquisition/rehab, in-fill development, and other housing activities allowed by HOME regulations.
20~~19~~	**Project Name**	HO2440 Community Development Housing Organization Project
	Target Area	Citywide
	Goals Supported	New construction of affordable housing
	Needs Addressed	Affordable Housing
	Funding	HOME: $132,052.00

	Description	A CHDO project has not yet been identified. The funds will target the production of one of the following activities: - New construction or rehabilitation of housing units, for rental or homebuyer projects.
	Target Date	12/31/2026
	Estimate the number and type of families that will benefit from the proposed activities	One unit will be constructed or rehabilitated.
	Location Description	TBD
	Planned Activities	A CHDO project has not yet been identified. The funds will target the production of one of the following activities: • New construction or rehabilitation of housing units • For rental or homebuyer projects.
2~~1~~0	**Project Name**	HO2450 - City Housing Programs
	Target Area	Citywide
	Goals Supported	New construction of affordable housing
	Needs Addressed	Affordable Housing
	Funding	HOME: $~~574,424.00~~536,129.24
	Description	This includes a range of activities, including TBRA, new construction, rehabilitation, acquisition/rehab, in-fill development, and other housing activities allowed by HOME regulations.
	Target Date	12/31/2026
	Estimate the number and type of families that will benefit from the proposed activities	(3) families will benefit from this activity: • One family whose income is below 50% of the Area Median Income; • One family whose income is above 50% of the Area Median Income; • One family whose income is below 80% of the Area Median Income;
	Location Description	City limits

	Planned Activities	The City intends to use its HOME allocation to support the infill construction of two affordable housing units for low—and moderate-income homeowners. Additionally, HOME funds may support the rehabilitation of rental projects, although specific projects have not yet been determined. For rental rehabilitation activities, recapture provisions will be set in place for the amount invested in the property. HOME funds will be utilized for the construction of one infill home. A direct subsidy may be offered to buyers below 80% AMI who qualify for an FHA mortgage or other 30-year fixed-rate mortgage but are unable to secure a mortgage for the appraised value. The amount of the direct subsidy provided will determine the length of the affordability period, with the subsidy amount falling within established limits.
21	**Project Name**	HO2470 – CHDO Operating
	Target Area	Citywide
	Goals Supported	New construction of affordable housing
	Needs Addressed	Affordable Housing
	Funding	HOME: $44,017
	Description	Operational funding for Community Housing Development Organizations
	Target Date	12/31/2026
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 25 families will benefit from the creation of new affordable housing units within the Pueblo City Limits.
	Location Description	City limits
	Planned Activities	CHDO Operational Funding

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

CDBG funds are eligible within the city limits, and will be targeted to serving a low income population. HOME funds are eligible to be expended within Pueblo county. Rental housing or rental units are the primary focus with these funds. The majority of rental housing is located within the city of Pueblo. There are no identified geographic priorities within the City or County. The funds will be expended as described below.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	94
Countywide	6

Table 5 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The majority of funds are allocated to the City of Pueblo. The City receives an additional $1.4 million in CDBG funds compared to the County, making it seem like a higher percentage of funds are being spent. The HOME funds are distributed between consortia partners based on percentages determined by HUD. The City receives 87% of the funds, and the County receives 13%. These percentages are typically updated each June. Within the city, funds are allocated to different neighborhoods to address the needs of residents.

Discussion

Access to transit, services, and broadband is limited outside the city limits. Directing the majority of the funding to promote housing and services within the city limits will benefit more low-income individuals and families and provide greater coordinated access to the funded services and amenities.

Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

The following tables outline the affordable housing goals funded with CDBG and HOME funds using 2024 dollars.

One Year Goals for the Number of Households to be Supported	
Homeless	3
Non-Homeless	26
Special-Needs	2
Total	31

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	5
The Production of New Units	3
Rehab of Existing Units	23
Acquisition of Existing Units	0
Total	31

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

According to 91.220(1), the HOME program has specific requirements. Eligible applicants for HOME-funded programs include low—and moderate-income households living in the city or County and developers working on projects to build or renovate income-restricted units. HOME requirements also apply to applications for HOME funds for Low-Income Housing Tax Credit (LIHTC) projects or RAD conversions carried out by the Housing Authority.

AP-60 Public Housing - 91.420, 91.220(h)

Introduction

The following action plan will address the needs of public housing.

Actions planned during the next year to address the needs to public housing

This year, the Housing Authority of the City of Pueblo completed the third phase of the Rental Assistance Demonstration program. The phase involved transferring 47 tenants from the Sangre de Cristo Apartments to the new Crawford Townhomes complex. The next and final phase of the program will be the Sitter Townhomes project, which will involve demolishing the remaining units of the Sangre de Cristo Apartments and building up to 40 new units.

Additionally, the City of Pueblo now has nine new homeowners as a result of the Low-Income Housing Tax Credit (LIHTC) project, Oakshire. Nine more units were sold to eligible tenants who had signed an option agreement with HACP, and four or more tenants are awaiting their opportunity to buy their homes. The sale of these homes was part of an agreement between HACP and the Colorado Housing and Finance Authority upon the completion of the project.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority of the City of Pittsburgh (HACP) actively encourages public housing residents to participate in programs that promote self-sufficiency and homeownership. One such program is the Home Ownership Program (HOP). It allows families receiving assistance through the Housing Choice Voucher program to use their vouchers towards homeownership while providing monthly assistance for homeownership expenses. Currently, HACP has 28 participants in the HOP program.

Additionally, HACP runs the Family Self-Sufficiency Program (FSS), a voluntary five-year program designed to help participants in both the Housing Choice Voucher and Public Housing programs improve their economic status and reduce reliance on public assistance. Currently, there are 76 participants enrolled in the program, with 298 FSS contracts completed since October 1998. The Family Self-Sufficiency Coordinator is crucial in helping participants create personalized plans for self-reliance, identify necessary steps and activities to achieve their goals, and provide referrals to supportive social services such as childcare, job preparation, credit counseling, education, transportation, and vocational training.

If the PHA is designated as troubled, describe the manner in which financial assistance will be

provided or other assistance

The Housing Authority of the City of Pueblo is not designated as a troubled PHA.

Discussion

The City of Pueblo has joined efforts with the Housing Authority to demolish units within a decomissioned public housing site to be converted to a RAD Section 8 project by applying to the EPA for $3M in funds to begin the housing project.

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

This section describes the goals and actions for reducing and ending homelessness.
The City of Pueblo does not directly receive ESG funds. Instead, a portion of its CDBG funds is used for public services to support individuals experiencing homelessness or at risk of becoming homeless. These services include initiatives such as youth outreach, homeless prevention, and covering operating costs for housing providers.

The Pueblo CoC is committed to assisting families and individuals experiencing or at risk of homelessness, aligning its goals with the Colorado Balance of State Continuum of Care goals. These goals include expanding access to quality, integrated healthcare, increasing housing opportunities, advocating for improved public policy and community engagement to end homelessness, developing a highly trained and equipped workforce for the Colorado Coalition for the Homeless (CCH), and enhancing CCH's financial stability.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Pueblo Continuum of Care (CoC), part of the Colorado Balance of State, aims to reduce homelessness by helping individuals and families move into permanent housing. To achieve this goal, the CoC regularly meets to identify ongoing needs and discuss issues affecting homeless individuals. Health Solutions is the lead agency that provides outreach to assess the needs of those experiencing homelessness. The CoC is involved in the Built for Zero campaign, which aims to end homelessness by maintaining a By-Name list for each category (e.g., veterans and families).

Addressing the emergency shelter and transitional housing needs of homeless persons

Posada and the Pueblo Rescue Mission, along with the Pueblo Health Department, Police, and Fire Departments, provide outreach to local camps and areas of town where individuals are homeless or stranded, such as the railroad tracks, interstate, and Fountain Creek. The team includes medical and mental health professionals, veteran representatives, Medevac personnel, and law enforcement. They document the camps, take pictures, and offer basic medical care and other resources, including shelter, to individuals and families. The goal is to build trust among the homeless population and help them transition off the streets.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to

permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Funding has been and continues to be the main challenge in expanding housing and services for people and families experiencing homelessness and those at risk of becoming homeless. The City of Pueblo plans to use CDBG funds to provide services. However, tenant-based rental assistance through HOME funding is limited due to a lack of available housing and market rents that exceed the HOME rental limit.

The Pueblo CoC aims to assist families and individuals experiencing or at risk of homelessness in line with the BoS goals:

- Expand access to quality, integrated healthcare
- Expand housing opportunities
- Improve public policy and community engagement to end homelessness

Local agencies working to end homelessness collaborate to provide services and housing. However, one of the biggest challenges is finding safe and affordable units for individuals and families. The City will continue participating in the Continuum of Care and support the Pueblo CoC in seeking additional funding.

In 2019, the City established a 92-bed homeless shelter to help meet the emergency shelter needs of people experiencing homelessness. In 2021, the Right Place, a 35-unit permanent supportive housing facility, began operating at full capacity. Planned for 2024 is the redevelopment of a strip mall to provide emergency shelter during inclement weather. The additional facility will provide increased service and allow for isolation should shelter residents be ill.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

At-risk populations include individuals released from the correctional system, the Colorado Mental Health Institute, and youth transitioning out of foster care. The City's Tenant-Based Rental Assistance Program targets these populations with its funding. All three systems have discharge plans that provide short-term housing funding. However, the issue arises when these individuals have used up the program's resources but have yet to become self-sufficient. In such cases, the CoC steps in to assist

these individuals.

Stakeholders emphasized the need to involve healthcare institutions in adhering to discharge policies and ensuring that people with significant medical needs are not released directly into homelessness. If they are, medical respite beds in emergency shelters are required to meet these individuals' needs.

Discussion

The Pueblo Consortium will coordinate its efforts to administer the HOME-ARP received in 2021, using the strategies outlined in the program requirements and the needs and obstacles outlined above.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The Draft Analysis of Impediments to Fair Housing Choice has been completed. The AI identifies barriers to fair housing that are also barriers to affordable housing. The City may select additional actions to take than the ones listed below.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Below are some identified strategies to overcome barriers to affordable housing:

- Provide financial assistance to renters and owners through Tenant-Based Rental Assistance (TBRA), down payment and closing cost assistance, and security deposit assistance.
- Invest Community Development Block Grant (CDBG) and HOME funds in affordable housing development.
- Revise zoning regulations to improve the ability of developers to build missing middle housing.
- Revise zoning definitions to expand areas allowing manufactured housing.
- Revise zoning definitions to redefine a family unit to permit group homes where allowed by State law.
- Revise the city's limited English proficiency policy to conform to updated guidance.
- Update the City's Anti-displacement and Relocation Plan to ensure that low-income individuals and households at risk are protected.
- Provide fair housing education and outreach to landlords, management companies, renters, lenders, potential homebuyers, real estate agents, and others in the real estate industry, as well as provide legal assistance to move housing through probate.

Discussion

In 2021, the City and County conducted a strategic housing assessment that identified the lack of market-rate housing as a severe impediment to affordable housing. This lack of market housing does not allow the real estate market to operate effectively, leading to sales price escalations and increasing rents. The city's number one goal is to increase the housing supply of all types, increase the vacancy rate, and relieve rents.

In 2022, the City designated NeighborWorks of Southern Colorado as a non-profit instrument of the government. This distinction allows the non-profit to provide additional down payment assistance to homebuyers. The non-profit can now assist homebuyers who cannot raise the minimum down payment equal to 3.5% of the purchase price required by FHA. Previously, the non-profit could only assist homebuyers who contributed 3.5% towards the down payment with personal funds.

In 2022, the City authorized the Multi-Family Zoning Code to provide more design flexibility and reduce development time and cost. Previously, multi-family developments were classified as commercial projects and required to meet the same standards as grocery stores or large box stores. The new code allows for more design options and a more comprehensive range of materials, which makes for a better or more economical product and saves time without requesting unnecessary variances.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The following section describes other actions to be taken to meet the needs of the community.

Actions planned to address obstacles to meeting underserved needs

The main challenge in meeting the needs of underserved populations is the limited funding available to address their priorities. The gap between what households can afford to pay for housing and the actual cost of housing is increasing, making it challenging to meet the needs of underserved communities. Additionally, the city lacks affordable housing options to cater to the community's needs.

The reduced ability to afford rising housing expenses has led to increased homelessness, higher demand for supportive services, rising housing costs, stagnant wages adjusted for inflation, and an aging housing inventory that needs refurbishment. To address these challenges, the City of Pueblo will collaborate with public agencies and non-profit organizations to maximize resources and outcomes in housing and community development. Utilizing funds such as CDBG and CDBG-CV, the city will work with local service providers to prevent homelessness by providing rent assistance and utility aid to very low-income households. Additionally, housing counseling and case management services will be provided.

The city and the County will continue to allocate general revenue to fund various public services. While the demand for resources is more significant than what is available, local funding supports several agencies working to assist vulnerable residents. It enables these agencies to attract outside financing through local support.

To promote and maintain affordable housing, the city plans to use CDBG funds for housing rehabilitation programs tailored for seniors and individuals requiring accessibility modifications to age in place. Furthermore, HOME funds will be used to construct new homebuyer and rental housing units.

The City of Pueblo Department of Public Health and Environment operates a lead blood testing program for residents. The program includes lead risk and hazard reduction education for property owners, managers, and tenants, environmental testing for lead hazard screening, blood lead screening for children and women, and monitoring programs for children with elevated blood lead levels. The department also provides information on common sources of lead exposure, potential health effects, and methods to reduce exposure.

Efforts to reduce the number of families living in poverty will involve coordinating with existing agencies to evaluate needs, deliver services, and provide funding assistance through the CDBG Program when resources are insufficient. Additionally, the city will work to coordinate community development strategies, facilitate access to financial services, and support agencies' fundraising efforts.

The City of Pueblo is committed to coordinating Anti-Poverty and Community Development initiatives. It has established intergovernmental agreements to administer funds to non-profit agencies and economic development organizations that enhance the quality of life in the community. The city is also working to foster collaboration among various community groups.

Actions planned to foster and maintain affordable housing

The City will utilize its CDBG funds to continue several housing rehabilitation programs including programs for seniors and persons needing accessibility modifications to age in place. These housing rehab programs work to maintain the quality of the affordable housing stock occupied by low- and moderate-income households. Additionally, the City will utilize HOME funds toward the new construction of homebuyer and rental housing units.

Actions planned to reduce lead-based paint hazards

The City will promote awareness and undertake LBP Training of contractors within the community to help prevent accidental poisoning due to construction.

Actions planned to reduce the number of poverty-level families

Ongoing efforts to strengthen economic development and provide the City's lowest-income households with needed housing-related assistance and services directly address needs identified in this plan. The City will work with existing agencies that serve persons in poverty in order to evaluate their needs, coordinate the delivery of services, and determine if funding assistance should be made available through the CDBG Program in cases where there are insufficient resources to meet the identified needs. In addition, the City will:

- continue to work to coordinate community development strategies, needs assessments and integrated planning.
- continue to work within the Continuum of Care process and other coordinating agencies to reduce duplication, improve integration, and identify unmet service needs.
- expand coordination among local funding entities to streamline the application process, and to maximize the impact of those resources.
- coordinate efforts to develop a financial navigation center to increase banking participation and financial literacy.
- provide letters of support and other documentation to agencies in support of their fundraising

efforts.

- enhance public access to information about community services.

Actions planned to develop institutional structure

The City of Pueblo is committed to the continued coordination of all Anti-Poverty and Community Development initiatives. The City has entered into several intergovernmental agreements with other entities such as Pueblo County to administer the Community Services Advisory Commission process, which allocates general revenue funds from both entities to non-profit agencies and economic development organizations that enhance the quality of life in the community. The City is also working to reduce silos through groups such as the Pueblo Community Commission on Housing and Homelessness, which is a group of over 40 individuals from across government, housing and medical services that meet regularly to discuss issues and problem solve.

Another local group is the Pueblo Business Economic Recovery Team (BERT) which is a collaboration between local government, chambers of commerce, and economic development focused agencies who have all come together to develop resources, support messaging, and positively impact local businesses during the COVID-19 pandemic. Various BERT sub-committees are connecting businesses that need different types of assistance with individuals and organizations that can help. Types of assistance include financial, marketing and management consulting.

Actions planned to enhance coordination between public and private housing and social service agencies

Meaningful collaboration as it relates to the development and implementation of housing and community development programs and services has become increasingly important as the federal resources available to these programs continue to decline. Collaboration with housing and service providers helps the City to capture the maximum benefit for each dollar it invests and ensures that investments strategically address both short-term needs and advance long-term goals.

The Division of Housing and Citizen Services conducts ongoing consultation with human services agencies, housing development organizations, and municipalities at various points in time during a program year.

Discussion

Of all the activities listed above, the development of affordable housing is of highest priority. The development of market rate housing along with the creation and preservation of affordable housing will relieve market stress, reduce housing cost, and increase disposable income.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The following section describes program-specific requirements for the CDBG and HOME programs.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	90.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   The City does not anticipate receiving any additional program income for its HOME programs during

FY2024 or any other forms of investment.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   The Consortium has elected to enforce recapture provisions to preserve the affordability of units during the HOME period of affordability, where said provisions are stated in this policy and the Consortium's consolidated plan. These provisions are imposed for the duration of the period of affordability on all HOME-assisted homebuyer projects through a written agreement with the homebuyer and enforced via covenants running with the land. The HOME recapture provisions are established at 24 C.F.R. §92.254(a)(5)(ii) and HUD CPD Notice 12-003.

   This recapture policy ensures that the Consortium recoups all or a portion of the HOME assistance to the homebuyer, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability. A subsequent homebuyer may assume the HOME assistance (subject to the HOME requirements for the remainder of the period of affordability) if the subsequent homebuyer is low-income, and no additional HOME assistance is provided. The original homebuyer may sell the property to any willing buyer during the period of affordability while the Consortium is able to recapture all or a portion of the HOME-assistance provided to the original homebuyer. The Consortium will recapture the direct HOME subsidy from the original buyer.

   The recapture provisions are triggered by any transfer of title, either voluntary or involuntary, during the established HOME period of affordability. For HOME-assisted homebuyer units under the recapture option, the period of affordability is based upon the direct HOME subsidy provided to the homebuyer that enabled the homebuyer to purchase the unit. Any HOME program income used to provide direct assistance to the homebuyer is included when determining the period of affordability. The HOME period of affordability is shown on the chart below:

   If the total HOME investment of direct subsidy in the unit is under $15,000 the period of affordability will be 5 years.

   If the total HOME investment of direct subsidy in the unit is between $15,000 and $40,000 the period of affordability will be 10 years.

   For assistance above $40,000, the period of affordability will 15 years.

   Direct HOME subsidy is defined as the amount of HOME assistance, including any program income, which enabled the homebuyer to buy the unit. The direct subsidy includes down payment, closing costs, interest subsidies, or other HOME assistance provided directly to the homebuyer. In addition, direct subsidy includes any assistance that reduced the purchase price from fair market value to an affordable price. If HOME funds are used for the cost of developing a property and the unit is sold

below fair market value, the difference between the fair market value and the purchase price is directly attributable to the HOME subsidy.

The Consortium has chosen to recapture a portion of the net proceeds should the property sell during the period of affordability. Net proceeds are defined as the sales price minus superior loan repayment (other than HOME funds) and any closing costs. Under no circumstances will the Consortium recapture more than is available from the net proceeds of the sale.

The Consortium will not utilize recapture provisions when a project receives only a development subsidy. Programs will be structured such that a direct subsidy will be required for eligibility. Applicants not requiring a direct subsidy would be served by the market.

The form of recapture to be used by the Consortium: recapture the full amount of the direct subsidy provided to the homebuyer, subject to available net proceeds, during the affordability period.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Funding provided to developers of affordable rental housing will also be recaptured unless all of the following circumstances are demonstrated to exist: (i) more than 15 to 20 years have elapsed since the substantial completion of the project, or the City approves transfer of the Project and waives acceleration of the indebtedness, which transfer may be approved or disapproved in the sole discretion of the City, (ii) the primary lender also consents to assumption of the mortgage or obligation to which the deed of trust securing the agreement is subordinate, (iii) the sale of the Property is to a subsequent purchaser who agrees in writing to comply with the affordability requirements set forth at 24 CFR, §92.252, (iv).

All subrecipient, developers, owner and sponsor HOME agreements contain clauses stating project lease-up requirements. The City has amended the written guidelines to address changes promulgated by the 2013 New HOME Rule. All new for-sale single-family projects will have provisions within the written agreement calling out the HOME Investment Partnership Act requirement that all units not sold within 9 months of completion will be converted to rental.

Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The Consortium does not permit the use of HOME funds to refinance existing debt secured by

multifamily or single-family housing that is being rehabilitated with HOME funds.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The City does not refinance existing debt with HOME funds.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

   Tenant Selection Plan and Outreach Strategy

   Note: The following Tenant Selection Plan and Outreach Strategy is part of the DHCS or its Contractor/Subrecipient HOME Tenant-Based Rental Assistance (TBRA) Program Policies & Procedures.

   Key TBRA Policies Affecting Marketing and Tenant Selection

   Target Population: HOME TBRA will be targeted to households at risk to include (families with children, foster care youth, the mental and physically disabled and individuals exiting institutions and their household members that also meets the following criteria:

   a) Currently live in a nursing home, hospital, residential care facility, intermediate care facility, group home, boarding home, habilitation center, or other institutional setting for more than 90 days

   b) Wish to live in an apartment or house in the community

   c) Lack the financial resources to make the transition from the congregate living setting to living in the community

   d) Have an income at or below 60% of the Area Median Income at the time the TBRA rental assistance is provided to the participant.

   e) Are eligible to receive assistance from a provider agency such as an Independent Living Center or the other provider network to assist with this transition from living in an institutional setting to

living in an apartment or home in the community

f) Capable of living in an independent setting with support services available to assist with in-home and community-based services as needed

g) Meet the minimum Colorado residency requirement of 6 months.

h) Require access to time-limited rental assistance in order to access a permanent housing option in the community using other rental housing options such as public housing, Section 8 Housing Choice Voucher, Project-Based Section 8, HUD Section 202, HUD Section 811, or other rental or owner occupied housing secured by the individual at their determination.

1. Disability Status Determination

All applicants will have to complete the Verification of Disability form to be eligible for the program. A licensed medical doctor or psychiatrist will have to complete and sign all Verifications of Disability for all applicants with severe mental illness, physical disability, or developmental disability.

2. Wait List

DHCS or its Contractor/Subrecipient will maintain one Wait List for applicants seeking the HOME TBRA program. All applications will be date and time stamped when they are received by the DHCS or its Contractor/Subrecipient office. Applications will be placed on the Wait List once they are determined to be eligible and all documentation has been received and validated. Applications that are incomplete or found to be ineligible will not be placed on the Wait List. DHCS or its Contractor/Subrecipient will give preference to emergencies that place the applicant or a member of their family in harm due to a medical or a severe health or safety situation. All emergency preferences will be fully documented in writing as to why the applicant is being moved to the top of the Wait List. The DHCS or its Contractor/Subrecipient will review and approve all emergency preferences.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

   An individual with a disability will be added to the wait list of available units over an individual

without a disability, providing a housing preference.

To be eligible for the TBRA Program beneficiaries must from the following populations:

Families with Children

Individuals transitioning from mental institutions

Youth transitioning from foster care

Disabled individual and family with disabled individual.

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

   N/A

PY2024 will concentrate on constructing housing units within the Compass Pointe Apartment project utilizing PAB and 4% LIHTC funding along with SF construction. Moving beyond 2024 the City will utilize the TBRA program more extensively due to the difficulty constructing new units in this economy and regulatory constraints.

Draft 2024 Annual Action Plan

Attachment A

Community Development Block Grant Program Funds				
2025	**Estimated CDBG Allocation**		**$ 1,453,413.00**	
Project No.	**Project Name**	**Project Agency**	**Amount**	**Difference**
Public Services				
CD2401	Administration	DHCS	$ 290,000.00	
CD2402	Homeless Prevention	Posada	$ 23,745.00	
CD2403	Homeless Supportive Services	Posada	$ 75,000.00	
CD2404	Homeless Youth Services	Posada	$ 35,000.00	
CD2405	It's All About Being A Teen	Catholic Charities	$ 50,005.00	
CD2406	Senior Transportation	SRDA	$ 30,000.00	
Public Facilities/Neighborhood Improvements				
CD2407	Crystal Place	Kimberly Lopez	$ 61,851.00	($45,649.00)
CD2408	Gove Neighborhood Improvements	Paul Renfree	$ 153,600.00	
CD2409	ADA Curb Ramps - Bonforte BLVD	Public Works	$ 200,000.00	
CD2410	ADA Curb Ramps - Citywide	Public Works	$ 200,000.00	
CD2414	Eastside Child Care Improvements	Eastside Child Care Center	$ 100,000.00	$35,000.00
CD2415	Parking Lot Improvements - 501 Belmont	Posada	$ 40,150.00	
CD2416	Environmental Testing/Future Development	City of Pueblo	$ 10,649.00	$10,649.00
Housing Activities				
CD2411	ERESP	Pueblo County	$ 40,000.00	
CD2412	Rehabilitation	DHCS	$ 75,000.00	
CD2413	Rehabilitation	DHCS	$ 68,413.00	
		CDBG Total	**$ 1,453,413.00**	
HOME Partnership Investement Act Program Funds				
2024	**Estimated HUD HOME Allocation**		**$ 880,344.00**	
Project No.	**Project Name**	**Project Agency**	**Amount**	
HO2410	City Administration	City of Pueblo	$ 76,589.00	
HO2420	County Administration	Pueblo County	$ 11,445.00	
HO2430	County Programs	Pueblo County	$ 80,111.76	($5,722.24)
HO2440	Community Housing Development Organization	TBD	$ 132,052.00	
HO2450	City Programs	City of Pueblo	$ 536,129.24	($38,294.76)
HO2460	City Match	City of Pueblo	$ 176,620.00	
HO2470	CHDO Operating	TBD	$ 44,017.00	
		Allocation w/ City Match	**$ 1,056,964.00**	

Docusign Envelope ID: A03C8E12-B7F6-47E3-9B5C-FD6E70477586

City Clerk's Office Item # S11

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $5,000 FROM THE EL POMAR FOUNDATION INTO PROJECT NO. CI2520 - HEALTHY EATING KITCHEN PROGRAM AT THE EL CENTRO DEL QUINTO SOL COMMUNITY CENTER

SUMMARY:

This Ordinance budgets and appropriates funds in the amount of $5,000.00 for the Elevating Leadership Development (ELD) Merit Grant from the El Pomar Foundation for the El Centro del Quinto Sol Community Center.

PREVIOUS COUNCIL ACTION:

On November 10, 2025, City Council approved Resolution 16169 accepting a grant award of $5,000 for the El Centro del Quinto Sol Community Center from the El Pomar Foundation for the Healthy Eating Kitchen Program.

BACKGROUND:

The previously approved Resolution accepted the El Pomar Foundation grant to Project No. CI2520 but did not budget and appropriate the funds to said project.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

Docusign Envelope ID: A03C8E12-B7F6-47E3-9B5C-FD6E70477586

ALTERNATIVES:

None

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Resolution 16169 and BP Accepting Grant Award from El Pomar for El Centro_11.10.2025

Docusign Envelope ID: A03C8E12-B7F6-47E3-9B5C-FD6E70477586

ORDINANCE NO. 11106

AN ORDINANCE BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $5,000 FROM THE EL POMAR FOUNDATION INTO PROJECT NO. CI2520 - HEALTHY EATING KITCHEN PROGRAM AT THE EL CENTRO DEL QUINTO SOL COMMUNITY CENTER

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

SECTION 1.

All funds accepted pursuant to this Ordinance shall be budgeted and appropriated into Project No. CI2520. Said funds shall only be expended and used for this project.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 22, 2025.

Final adoption of Ordinance by City Council on January 12, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 01/15/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Docusign Envelope ID: A03C8E12-B7F6-47E3-9B5C-FD6E70477586

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

DocuSigned by:
7C02EBDFFC3D43C...

_____
City Clerk

city of PUEBLO colorado

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: November 10, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation
Laura Portis

SUBJECT: A RESOLUTION ACCEPTING A GRANT AWARD OF $5,000 FOR EL CENTRO DEL QUINTO SOL COMMUNITY CENTER FROM THE EL POMAR FOUNDATION

SUMMARY:

Attached is a Resolution authorizing the City of Pueblo to accept an award of $5,000 from the El Pomar Foundation for El Centro Del Quinto Sol's new Healthy Eating Kitchen Program. Also attached is the grant award letter.

PREVIOUS COUNCIL ACTION:

There are no previous Council actions regarding this matter.

BACKGROUND:

The El Pomar Foundation Elevating Leadership Development Merit Grant is hereby awarded to the City of Pueblo to be utilized for the establishment of a new Healthy Eating Kitchen Program at El Centro Del Quinto Sol Community Center.

FINANCIAL IMPLICATIONS:

This grant funding represents $5,000 to the City of Pueblo with no required match.

The funding will be allocated to a project account for use consistent with the purpose and terms of this grant.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

City Council may choose not to accept the grant award.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. ELD Merit Grant Award Letter

RESOLUTION NO. 16169

A RESOLUTION ACCEPTING A GRANT AWARD OF $5,000 FOR EL CENTRO DEL QUINTO SOL COMMUNITY CENTER FROM THE EL POMAR FOUNDATION

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Elevating Leadership Development Merit grant award from El Pomar Foundation of $5,000 is hereby accepted and approved. Grant award funds shall be accepted into project number CI2520.

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 accept the grant award.

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: November 10, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

MATTHEW J. CARPENTER
Chief Operating Officer

November 15, 2025

Veronica Collins
El Centro del Quinto Sol
Pueblo Parks and Recreation
609 E. 6th Street
Pueblo, CO 81001

Dear Veronica:

Enclosed is our check for $5,000, which fulfills our Elevating Leadership Development Merit grant pledged for the New Healthy Eating Kitchen program. This Merit grant is being awarded in recognition of your continuing service to the people of Colorado. Elevating Leadership Development Advisory Board member, Janelle Quick, recommended this Merit grant.

This grant is restricted to the purpose specified in this letter. Any portion of the grant funds that are not used must be returned to the Foundation. This grant is also contingent upon the General Grant Terms and Conditions already agreed upon online when submitting the application, which can be viewed and printed by visiting https://www.elpomar.org/contract. As you communicate publicly about your grant, please refer to the guidelines at www.elpomar.org/presskit.

We are honored to support the work of nonprofits across the state with our mission to enhance, encourage and promote the current and future well-being of the people of Colorado. The Trustees extend their best wishes for your continued success. If you would like to contact the Grants Office regarding information about other grant making opportunities available to you, please email grants@elpomar.org.

Sincerely,

Matthew J. Carpenter

Matthew J. Carpenter
MJC:eoc
Vendor Number / Request ID

enc.

Docusign Envelope ID: D8D6A278-36E3-48B6-9156-BDE2EA021C4A

City Clerk's Office Item # S12

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND IQOR US, INC., A DELAWARE CORPORATION FOR THE LEASE OF CITY OWNED PROPERTY LOCATED AT 317 NORTH MAIN STREET, PUEBLO, COLORADO 81003 AND AUTHORIZING THE MAYOR TO EXECUTE SAID LEASE

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign a lease with iQor US Inc. a Delaware corporation.

PREVIOUS COUNCIL ACTION:

On November 23, 2015, by Resolution No. 13341, City Council approved a Lease with iQor for approximately 41,379 square feet of the Pope Block Building located at 317. N. Main Street in downtown Pueblo and March of 2019 City Council approved a lease with iQor for approximately 12,978 square feet located at 317 N. Main Street.

BACKGROUND:

iQor wishes to continue leasing approximately 25,863 square feet in the Pope Block Building from the City at 317 N. Main Street for three more years with two (2) three (3) year renewal options. iQor's base rent for the Term of this Lease shall be as follows:

Dates	Cost per Square Foot	Square Feet	Annual Cost
01/01/26 to 03/31/26	$7.50	25,862	$193,965.00
04/01/26 to 06/30/26	$8.25	25,862	$213,361.50

Docusign Envelope ID: D8D6A278-36E3-48B6-9156-BDE2EA021C4A

07/01/26 to 12/31/26	$9.70	25,862	$250,980.00
01/01/27 to 12/31/27/27	$10.00	25,862	$258,620.00
01/01/28 to 12/31/28	$10.30	25,862	$266,378.60

iQor has agreed to rent 25,862 square feet. The space will continue to be used as a call center. This lease is a “gross” lease with the City paying the following:

- Maintenance of the building
- Building utilities
- Major Repair of the building
- Building property taxes
- Building Property Taxes
- Building insurance
- Building fire systems

iQor will be responsible for routine maintenance of its leased space and repairs up to $1,000. The lease can be terminated by iQor for convenience with at least 180 days notice or either party for cause.

FINANCIAL IMPLICATIONS:

The lease will generate $1,183,305.10 in revenue to the half cent sales tax fund over the initial three-year term.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, iQor may move or close its call center in downtown Pueblo.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

Docusign Envelope ID: D8D6A278-36E3-48B6-9156-BDE2EA021C4A

1. iQor Lease

Docusign Envelope ID: D8D6A278-36E3-48B6-9156-BDE2EA021C4A

ORDINANCE NO. 11107

AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND IQOR US, INC., A DELAWARE CORPORATION FOR THE LEASE OF CITY OWNED PROPERTY LOCATED AT 317 NORTH MAIN STREET, PUEBLO, COLORADO 81003 AND AUTHORIZING THE MAYOR TO EXECUTE SAID LEASE

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

SECTION 1.

The Lease between the City of Pueblo, a Colorado municipal corporation and iQor US Inc., a Delaware corporation, 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 lease in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Ordinance and the attached Lease which are necessary or desirable to effectuate 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 December 22, 2025.

Final adoption of Ordinance by City Council on January 12, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: D8D6A278-36E3-48B6-9156-BDE2EA021C4A

Action by the Mayor:

☒ Approved on 01/15/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
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

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

LEASE

This Lease is made as of the last date signed below, by and between City of Pueblo, Colorado, a Colorado municipal corporation ("Landlord") and iQor US Inc., a Delaware for-profit corporation ("Tenant").

ARTICLE 1
BASIC DATA

Each reference in this Lease to any of the terms contained in this Article or otherwise defined in this Agreement will be construed to incorporate the definitions or data stated under that term, defined as follows:

1.1. Building: 317 North Main Street, Pueblo, CO 81003 known as the Pope Block Building ("Building")

1.2. Leased Premises: Approx. 25,862 square feet in the Pope Block Building

1.3. Term: Initial term: 36 months

1.4. Commencement date: January 1, 2026

1.5. Renewal option: Tenant shall have the option to exercise two (2) three (3) year renewal options with 90 days prior notice to Landlord.

1.6. Tenant improvement allowance: None

1.7. Agency disclosure and commission: CBRE, Inc. is acting as Tenant's Agent, represented by Jared May. Tenant's Agent's commission, if any, will be paid by Tenant. Tenant shall indemnify and hold Landlord harmless from and against any claim or demand by any broker or other person for bringing about this Lease, including all expenses incurred in defending any such claim or demand (including reasonable attorneys' fees).

1.8. Landlord address:

Attn: Mayor
1 City Hall Place, 2nd Floor
Pueblo, CO 81003
Phone: (719) 553-2655

1.9. Landlord's property management representative:

Darren Bustos
Pueblo Facilities Maintenance Superintendent
City of Pueblo, (719) 553-2792
dbustos@pueblo.os

1.10. Tenant address:
iQor US Inc.
Attn: General Counsel
6700 N Andrews Avenue, 6th Floor
Fort Lauderdale, FL 33309

Copy to: legal.notices@iqor.com

ARTICLE 2
LEASE OF PREMISES

2.1. Leased Premises. In consideration of the mutual covenants and agreements herein contained, Landlord hereby leases to Tenant the premises of approximately 25,862 square feet located in the Building (the "Leased Premises") together with all appurtenances. The Leased Premises are located in the following sections of the Building: first floor east (19,994 square feet); portion of the second floor east (5,668 square feet); portion of the second floor west (200 square feet); and a partial section of the basement for storage. Notwithstanding anything to the contrary contained in this Agreement, neither the size nor location of the Leased Premises may be modified during the Term without Tenant's prior written consent.

2.3. Common Areas. Tenant shall have, as appurtenant to the Leased Premises, the non-exclusive right to use, and permit its invitees to use in common with other tenants of the Building, public lobbies, hallways, stairways, elevators, walkways necessary for access to Leased Premises, loading areas, pedestrian sidewalks and other areas or facilities which are in the Building which are public in nature.

ARTICLE 3
TERM

3.1. Commencement Date; Term. The Lease shall have an initial three-year term ("Term"). The Lease Term begins (the "Commencement Date") on January 1, 2026, and terminates on December 31, 2028 (the "Termination Date").

3.2. Options. Provided Tenant is in full compliance with the terms and conditions of this Lease, Tenant may extend the Term for an Extended Term as follows: Tenant may exercise two (2) three (3) year renewal options (each an "Extended Term") with one hundred eighty (180) days prior notice to the Landlord. The Rent and other terms and conditions will remain unchanged for the Extended Terms but shall be subject to the increase in Section of 4.2.

3.3. Termination Without Cause Option: Tenant shall have the continuing option to cancel this Lease, as it pertains to all, or any portion of the Leased Premises, for any reason whatsoever, by providing the Landlord with one hundred eighty (180) days prior written notice which shall specify the termination date and the portion of the Leased Premises being vacated. To the extent Tenant cancels a portion of the Leased Premise at any time during the Term or applicable Extended Term, the Rent shall be adjusted to reflect the reduced square footage for the remainder of the Term.

ARTICLE 4
RENT AND ADDITIONAL CHARGES

4.1. Rent. Tenant's Rent for the Term of this Lease shall be as follows:

Dates	Cost per Square Foot	Square Feet	Annual Cost
01/01/26 to 03/31/26	$7.50	25,862	$193,965.00
04/01/26 to 06/30/26	$8.25	25,862	$213,361.50
07/01/26 to 12/31/26	$9.70	25,862	$250,980.00
01/01/27 to 12/31/27/27	$10.00	25,862	$258,620.00
01/01/28 to 12/31/28	$10.30	25,862	$266,378.60

4.2. Increase in Rent for Renewal Terms. The Rent for the Extended Term shall be increased by the lesser of (i) the Consumer Price Index (as defined herein) or (ii) a 3% increase to the preceding year's Rent. The Rent shall be calculated by using the price per square foot amount used in the preceding year. Rent for the second and third year of each Extended Term shall be increased by $1.00 per square foot. In no event shall the Rent be decreased. "Consumer Price Index" shall mean the Consumer Price Index for all urban households (Base Year 1982-1984 = 100) in the West Region (CPI-U) as determined and published by the United States Department of Labor, Bureau of Labor Statistics for the applicable year.

4.3 Gross Lease. It is the intent of the Parties that this Lease be a "gross" lease with the City paying the following:

- Maintenance and Management of the Building
- Building Utilities
- Major Repair of the Building and Leased Premises, unless damage is caused by the intentional, reckless or negligent action or inaction of Tenant, its employees, representatives, agents, or invitees. ("Major Repair" as it relates to the Leased Premises shall mean repairs costing more than $1,000.)
- Building Property Taxes
- Building use taxes not abated through Pueblo Urban Enterprise Zone
- Building Insurance
- Building Fire Systems

4.4. Tenant's Tax Obligations. The Tenant shall be solely responsible for the payment of its own tax obligations and agrees that said obligations shall not be paid as part of the City's expenses in Section 4.3. Tenant's own tax obligations include, but are not limited to, sales and use taxes, personal property taxes and possessory interest real property taxes.

ARTICLE 5
USE

5.1. Use. Tenant may use the Leased Premises for general, executive, service, sales and administrative office purposes, including as a telephone call center and including any uses incidental to any of the foregoing. Any change of use by the Tenant shall require the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

5.2. Compliance with Laws. During the Term of this Lease, Tenant shall comply with all applicable laws, rules, regulations and ordinances of all federal, state, county and municipal authorities having jurisdiction over the Leased Premises or the Building. During the Term of this Lease, Landlord shall comply with all applicable laws, rules, regulations and ordinances of all federal, state, county and municipal authorities having jurisdiction over the Building.

ARTICLE 6
ALTERATIONS AND SIGNS

6.1. Tenant's Alterations. Alterations, installations, improvements, additions or other physical changes to the Leases Premises shall not be made by the Tenant without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

6.2. Signage. The size, location, color and design of any sign placed by the Tenant on the Leased Premises or Building, shall be subject to the Landlord's prior written approval, not to be unreasonably withheld, conditioned or delayed.

6.3. Card System. The existing security card system which controls access to the building ("Card System") needs to be updated. The City agrees it will install, update and reconfigure the Card System. The City will control access to the building, office suites, and common areas except that City will cause the Card System to be configured to allow Tenant to retain control over access to the Leased Premises. Tenant shall be responsible for purchasing any supplies necessary for its access including card printers, card stock, or computers. If the Tenant vacates the Leased Premises the Tenant agrees to grant and hand over control of its portion of the Card System to City of Pueblo Facilities Maintenance Superintendent. Tenant agrees to reimburse the City up to up-to Twenty-Five thousand dollars ($25,000) for the cost of installing the reconfigured Card System. Proof of expenses for the installation will be required for reimbursement. Tenant shall be solely responsible for all license fees associated with its use of the Card System.

6.4. Liens. Tenant must keep the Leased Premises and this Lease free from any mechanic's, materialman's, or similar liens or encumbrances, and any claims therefore for labor or materials furnished Tenant. If Tenant fails to do so, Landlord may pay the amount or take such other action as Landlord deems necessary to remove such claim, lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid and costs incurred by the Landlord will be deemed additional rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord.

6.5. Surrender. On the Termination Date of this Lease, Tenant shall quit and surrender the Leased Premises in substantially the same condition as they were on the Commencement Date, reasonable wear and tear excepted. Tenant may remove, but shall not be required to remove, any fixtures, alterations or improvements made to the Leased Premises, provided that Tenant repairs any damage caused by such removal. Any items of personal property not removed by Tenant on the Termination Date of this Lease may be retained or disposed of by Landlord, at Tenant's expense.

ARTICLE 7
INDEMNIFICATION AND INSURANCE

7.1. Landlord's Indemnity. Landlord shall defend, indemnify and save harmless Tenant and its agents and employees against all costs (including, without limitation, reasonable attorneys' fees), damages or claims whether for personal injury, bodily injury or property damage, during the Term of this Lease, occurring in the Building, if caused by an act or omission by Landlord or its agents or employees, arising out of Landlord's operations or Landlord's use or occupancy of the Building.

7.2. Tenant's Indemnity. Tenant shall defend, indemnify and save harmless Landlord and its agents and employees against all costs (including, without limitation, reasonable attorneys' fees), damages or claims whether for personal injury, bodily injury or property damage, during the Term of this Lease, occurring in the Building, if caused by an act or omission by Tenant or its agents or employees, arising out of Tenant's operations or Tenant's use or occupancy of the Building.

7.3. Liability Insurance. During the Term of this Lease, Landlord must maintain insurance covering Landlord's liability for ownership, maintenance and use of the Building, including common areas. Such insurance must provide limits of not less than $1 million with respect to injury to any one person, $1 million with respect to any one occurrence and $500,000 with respect to property damage arising out of any one occurrence.

7.4. Property Insurance. Tenant must maintain "all-risk" property insurance covering against loss or damage resulting from fire or other insurable loss of Tenant's property.

7.5. Worker's Compensation Insurance. Tenant shall maintain and keep in force an all employees compensation insurance policy as required under the laws of the State of Colorado.

7.6. Insurance Requirements. All insurance required to be carried by the parties hereunder shall be issued by responsible insurance companies qualified to do business in the State of Colorado. The parties further agree to provide each other with copies of certificates of insurance for all policies required.

7.7. Waiver of Subrogation. The parties to this Lease hereby release each other and their respective officers, agents, managers, directors, and employees from any and all claims and demands for loss, damages, expense or injury to any person or the Building or to personal property

or improvements which are caused by or result from any risk insured against under insurance policies carried or required to be carried by the parties and in force at the time of any such loss, to the extent such loss is covered by such parties' policies. The parties shall each obtain from their respective insurers waivers of all rights of subrogation, which the insurer of one party might have against the other party and Landlord and Tenant shall each indemnify the other against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waivers of subrogation.

ARTICLE 8
ASSIGNMENT

8.1. Assignment Requirements. Notwithstanding anything in this Lease to the contrary, Tenant has the right to assign this Lease or sublet the Leased Premises without Landlord's consent to a parent, subsidiary, or affiliate of Tenant, to a company that has merged or consolidated with Tenant, provided Tenant (or the resulting entity of any merger or consolidation) remains fully liable hereunder. With the exception of the internal assignments referenced in the preceding sentence, it shall be necessary for Tenant to obtain Landlord's prior, written consent to any proposed assignment of this Lease or subletting of the Leased Premises. However, Landlord's consent may not be unreasonably or unduly withheld, conditioned, or delayed, provided, however, that Landlord may withhold consent thereto if in the exercise of its sole judgment it determines that:

8.1.1. Financial Condition. The financial condition of the proposed assignee or subtenant is not consistent with the extent of the obligations undertaken by the proposed assignment or sublease; or

8.1.2. Proposed Use. The proposed use of the Leased Premises is not appropriate for the Building or in keeping with the character of the existing tenancies of the Building.

ARTICLE 9
CASUALTY AND RESTORATION

9.1. Restoration. Upon any damage due to fire or other casualty, if such casualty results in damage to more than 5% of the gross leasable area of the Building, Landlord may, in its sole discretion, upon thirty (30) days written notice to Tenant after such casualty, terminate this Lease. Landlord may also, in its sole discretion, undertake restoration of the Building and complete such restoration, with due diligence, after such casualty.

9.2. Equitable Adjustment. Upon damage due to fire or other casualty of more than twenty-five percent (25%) of the Leased Premises, whether or not Landlord decides to undertake restoration of the Building, the parties agree that the Tenant's obligation to pay Rent shall be equitably abated and apportioned from the date of such casualty until such repairs are completed or until Tenant vacates the Leased Premises.

ARTICLE 10
DEFAULT AND REMEDIES

10.1. Tenant's Default. If Tenant (a) fails to make its monthly payment of Rent for more than 10 days after Tenant receives notice of such failure from Landlord; or (b) fails to perform or observe any other agreement or condition contained in this Lease, and such failure is not corrected within thirty (30) days after Tenant receives notice from Landlord of such failure, then, in addition to all other remedies available at law or in equity, Landlord has the right to terminate this Lease and recover possession of the Leased Premises in the manner prescribed by law.

10.2. Landlord's Default. If Landlord fails to perform or observe any agreement or condition contained herein, and such failure is not corrected within thirty (30) days after Landlord receives notice from Tenant of such failure, then, in addition to all other remedies available at law or in equity, Tenant has the right to terminate this Lease.

10.3. Disputes. In the event of an unresolved dispute between Landlord and Tenant regarding the performance by either party of an obligation or condition of this Lease, as a condition precedent to the filing of litigation, authorized representatives of Landlord and Tenant will use good faith and commercially reasonable efforts to resolve such disputes.

ARTICLE 11
GENERAL PROVISIONS

11.1. Notices. Notices, consents, and demands required or permitted to be given hereunder must be in writing and be effective when received or refused, whether by hand delivery, nationally recognized overnight courier (with evidence of receipt or refusal), or U.S. Mail (return receipt requested), to the parties' respective Address stated in Article 1 of this Lease, or to such other address as the parties designate by written notice to each other, and each party may identify additional parties to receive copies of same.

11.2. Holding Over. Should Tenant hold over in possession of the Leased Premises after the expiration of the Term, as extended, such holding over shall not be deemed to extend the Term or renew this Lease, but this Lease will continue as a tenancy from month to month upon the terms and conditions stated herein and at the rental rate shall increase by 10% for any hold over period.

11.3. Waiver/Remedies. The failure of Landlord or Tenant to insist upon strict performance by the other of any of the provisions of this Lease or to exercise any option herein conferred will not be deemed as a waiver or relinquishment for the future of any such provision or option. Except as expressly provided otherwise herein, all rights and remedies provided for herein or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies by either party shall not preclude or waive its right to the exercise of any or all the others.

11.4. Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance is, at any time or to any extent, invalid or unenforceable, the remainder of this Lease will not be affected thereby, and each such provision will be valid and will be enforced to the fullest extent permitted by law.

11.5. Attorneys' Fees. In the case of any litigation among the parties under this Agreement, the prevailing party will be entitled to reimbursement for its reasonable costs, including reasonable attorneys' fees, incurred in any such dispute.

11.6. Entire Agreement. This Lease contains the entire and exclusive agreement between the parties relating to the Leased Premises and may not be modified except by written instrument signed by the party to be bound thereby.

11.7. Venue and Waiver of Trial by Jury. 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 and each party submits to the jurisdiction of such District Court. Landlord and Tenant hereby waive trial by jury in any action, proceeding, or counterclaim brought by either against the other, upon any matters whatsoever arising out of or in any way connected with this Lease, Tenant's use or occupancy of the Premises and/or any claim of injury or damage.

11.8. Relationship of the Parties. Neither Party shall be, or hold itself out as, agent of the other or as joint venturers or partners under this Agreement.

11.9. Drafting of Agreement. 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.

11.10. No Third Party Beneficiaries. 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.

11.11. Counterparts. This Agreement may be executed in any number of 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.

11.12. Survival. Whether or not specifically noted within any section or provision of this Lease, any provision of this Lease which must survive termination of this Lease in order to be effective will so survive such termination.

IN WITNESS WHEREOF, this Lease is executed and delivered as of the date first above written.

TENANT:
IQOR US INC., a Delaware for-profit corporation

_____
Signature

_____
Title

_____
Date

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2025, by _____, as _____ of iQor US INC., a Delaware for-profit corporation.

Witness my official hand and seal.

My Commission Expires: _____

_____
Notary Public

LANDLORD:
CITY OF PUEBLO

_____
Heather Graham, Mayor

Date: _____

[S E A L]

Attest:_____
Acting City Clerk

Docusign Envelope ID: 78AC6A70-E2F3-431E-83C1-3D31D01AA025

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING A DEPOSIT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND QQ OPERATING HOLDING COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY

SUMMARY:

This Ordinance approves a Deposit Agreement ("Agreement") between the City of Pueblo, a Colorado Municipal Corporation ("City") and QQ Operating Holding Company, LLC, a Delaware Limited Liability Company related to public improvements incident to a development project on the southeast corner of Eagleridge Boulevard and Dillon Drive.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

QQ Operating Holding Company, LLC, will be constructing a Quick Quack Car Wash on the southeast corner of Eagleridge Blvd. and Dillon Dr. As part of the development project, the developer is responsible to construct public improvements to mitigate the impacts of activities generated by the development.

The City has been awarded a Highway Safety Improvement Program (HSIP) grant for the construction of a new roundabout that will improve the safety of all roadway users at the intersection. The project covers many of the improvements that would have otherwise been required by the developer, but required improvements to the easternmost end of Eagleridge Boulevard was not included within the City's roundabout project scope.

Because of existing site conditions on the eastern leg of the Dillon/Eagleridge intersection and the anticipated timing of the City's roundabout construction project, it is likely that significant portions of Quick Quack Operating Holding Company's work will need to be redone to accommodate the roundabout construction project. Rather than

Docusign Envelope ID: 78AC6A70-E2F3-431E-83C1-3D31D01AA025

removing the newly installed improvements, it is in both parties' best interests for the City to perform the additional work as part of its roundabout project and for the Developer to provide funds to cover the anticipated cost of the additional work.

FINANCIAL IMPLICATIONS:

The City will receive a deposit of $150,000.00 from QQ Operating Holding Company, LLC, that will be used to fund the remaining public improvement work associated with development of the new car wash facility. Funds will be deposited into Deposit Account D0103 - Commercial Building Escrows.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this ordinance.

STAKEHOLDER PROCESS:

Not applicable to this ordinance.

ALTERNATIVES:

Failure to approve this ordinance will preclude the Mayor from entering into the Deposit Agreement with the Developer.

RECOMMENDATION:

Approval of the ordinance.

ATTACHMENTS:

1. QQ Deposit Agreement

Docusign Envelope ID: 78AC6A70-E2F3-431E-83C1-3D31D01AA025

ORDINANCE NO. 11108

AN ORDINANCE APPROVING A DEPOSIT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND QQ OPERATING HOLDING COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY

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

SECTION 1.

The Deposit Agreement ("Agreement") between Quick Quack Operating Holding Company, LLC, a Delaware Limited Liability Company ("Developer") and the City of Pueblo, a Colorado Municipal Corporation ("City"), a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Funds in the amount of $150,000.00 received from Developer are hereby deposited into Deposit Account D0103 - Commercial Building Escrows.

SECTION 3.

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

SECTION 4.

The officers of the City are authorized to perform any and all acts consistent with this Ordinance and the Agreement 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 December 22, 2025.

Final adoption of Ordinance by City Council on January 12, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: 78AC6A70-E2F3-431E-83C1-3D31D01AA025

Action by the Mayor:

☒ Approved on 01/15/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...

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

DocuSigned by:
7C02EBDFFC3D43C...

City Clerk

DEPOSIT AGREEMENT

THIS DEPOSIT AGREEMENT, ("Agreement") is made and entered into this ____day of _____, 2025 by and between the CITY OF PUEBLO, a Municipal Corporation, hereinafter referred to as "City", and QQ Operating Holding Company, LLC a Delaware limited liability company, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer owns Parcel A, North Pueblo Commercial Park Subdivision, Filing No. 1, Rearrangement of Property Boundaries RPB-22-11, City of Pueblo, County of Pueblo, Colorado (hereinafter referred to as the "Property"); and

WHEREAS, the Property is adjacent to Eagleridge Boulevard and Dillon Drive, (City streets not part of the state highway network); and

WHEREAS, the Developer has proposed to construct a Quick Quack Car Wash on the Property; and

WHEREAS, a history of crashes at the intersection of Eagleridge Boulevard and Dillon Drive combined with the additional traffic that will be generated through the development of the new car wash facility necessitates the construction of traffic safety improvements at the intersection before additional traffic introduced by new development; and

WHEREAS, the City has been awarded a Highway Safety Improvement Program Grant ("HSIP Grant") from the Colorado Department of Transportation to construct a roundabout and associated improvements at the intersection of Eagleridge Boulevard and Dillon Drive ("Roundabout Project"); and

WHEREAS, the Roundabout Project is located in public right-of-way that is adjacent to and provides vehicular access to the Property and Developer acknowledges that, but for funding provided to the City under the HSIP Grant, Developer would have been obligated to construct or to contribute a proportional share of the total cost of the Roundabout Project which is currently estimated to exceed $3 million; and

WHEREAS, the City has determined that, as a condition of approval of the development, certain additional public roadway improvements not included within the scope of the Roundabout Project are necessary on Eagleridge Boulevard adjacent to the northern boundary of the Property, east of the Roundabout Project extents of construction and continuing east to the end of the existing pavement ("Future Improvements"); and

WHEREAS, upon funding and approval by City Council of City, the City will oversee and manage construction of the Roundabout Project and Future Improvements and cause the work to be performed using its employees and/or contractors; and

WHEREAS, City and Developer acknowledge that delaying the installation of the Future Improvements and incorporating that additional scope of work into the Roundabout Project scope of work is in the interest of both City and Developer; and

WHEREAS, City agrees that Developer's deposit of funds with City in an amount equal to the City's estimated cost for constructing Future Improvements is acceptable to satisfy Developer's obligation to install required public improvements associated with the development and construction of the new Quick Quack Car Wash; and

NOW, THEREFORE, in consideration of the foregoing and the following mutual covenants and agreements, the City and Developer agree as follows:

1. Prior to and as a condition of approval any development of the Property by Developer including issuance of building permit and Certificate of Occupancy, Developer shall deposit funds in the amount of $150,000.00 (the "Deposit") with the City's Director of Finance. Interest, if any, which may accrue on such funds shall be paid to City as an administrative fee in maintaining and administering this Agreement. The amount of the Deposit represents the estimate of costs for the City to install public improvements necessary to construct Eagleridge Boulevard from the easternmost extent of construction of the Roundabout Project to the eastern end of the proposed cul-de-sac bulb within the existing right-of-way, a distance of approximately 200 linear feet ("Future Improvements"). The scope and location of the Future Improvements are shown on Exhibit A, attached hereto and incorporated herein by reference for all purposes. The Deposit shall constitute Developer's sole and complete financial obligation and contribution with respect to the Future Improvements.

2. Notwithstanding anything to the contrary, the City shall not withhold or delay the issuance of any building permit or Certificate of Occupancy for improvements on the Property on the basis that the Roundabout Project or the Future Improvements have not yet been completed, provided Developer has made the Deposit.

3. If, after construction of the Future Improvements is completed and the cost of installing said Future Improvements is less than the amount of the Developer's Deposit, Developer shall be entitled to a refund of the excess amount.

4. All notices required to be made under this Agreement or other routine correspondence related thereto between City and Developer shall be addressed as specified below or as otherwise may be updated from time to time in writing by said parties:

If to City:

By U.S. Mail/Courier service:

Director of Public Works
211 E. D Street
Pueblo, CO 81003

With copy to.'

City Attorney
1 City Hall Pl.
Pueblo, CO 81003

By e-mail.

pubworks@pueblo.us

With copy to:

cityattorney@pueblo.us

If to Developer:

If by U.S. Mail/Courier service.

QQ Operating Holding Company, LLC
6020 West Oaks Blvd., Suite 300
Rocklin, CA 95765

If by e-mail:

Mark Torres (marktMdontdrivedirty.com), and
Ilene Kanfer **(ikanfer@dontdrivedirtv.com)**

6. Nothing contained herein is intended to be relied upon or otherwise act as an amendment of or a release of any obligations under law and City code.

7. Developer's rights under this Agreement may be assigned upon prior written notice to City. This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, and assigns.

8. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

• •SIGNATURE PAGE FOLLOWS ^**

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

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By _____
Heather Graham, Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

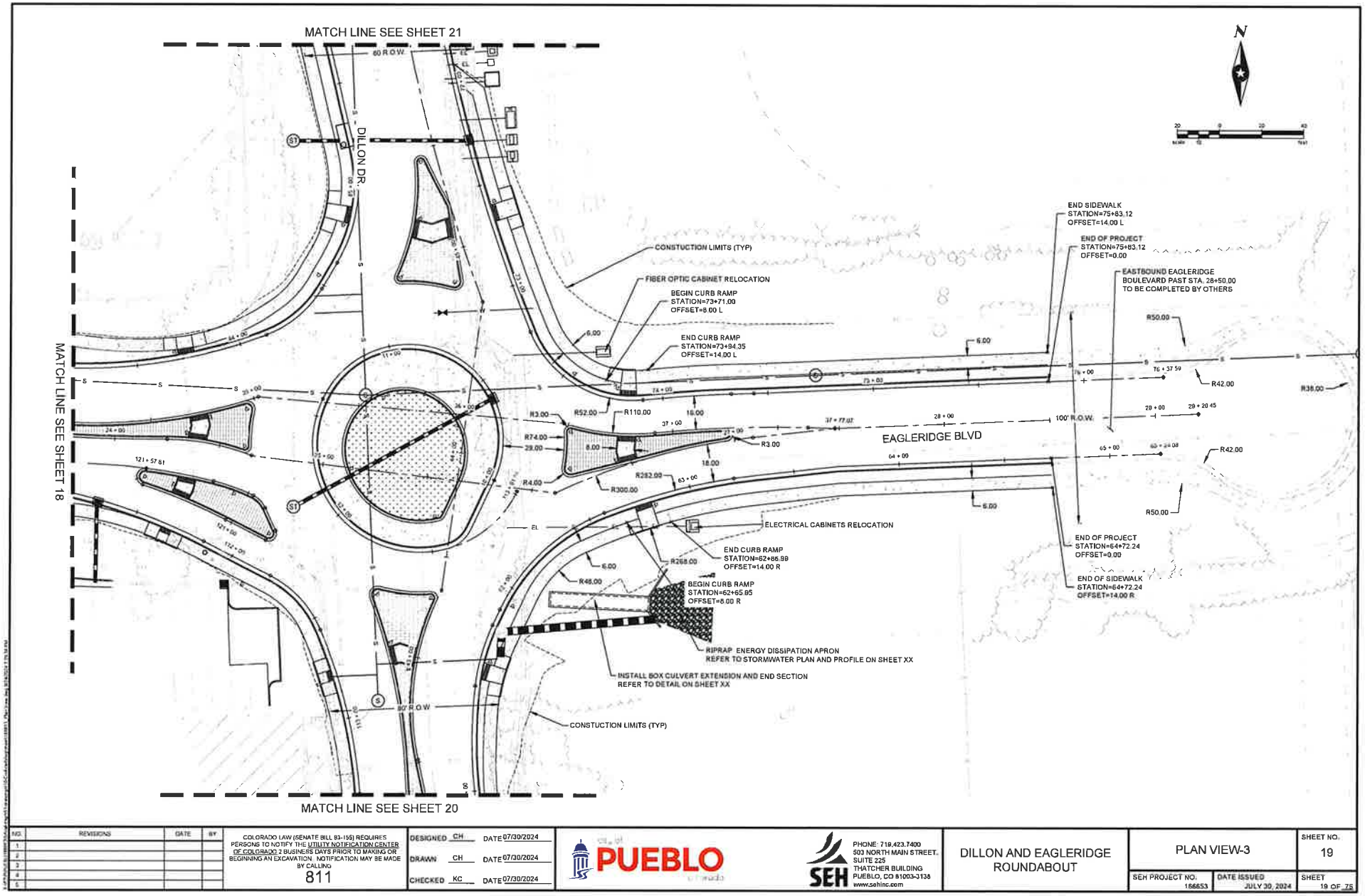
QQ Operating Holding Company, LLC
(DEVELOPER)

By: Quick Quack Car Wash Holdings, LLC, its sole member

By: _____
Name: Traci Delgado
Title: Chief of Staff

Exhibit A

See Attached



NO.	REVISIONS	DATE	BY
1			
2			
3			
4			
5			

COLORADO LAW (SENATE BILL 83-155) REQUIRES PERSONS TO NOTIFY THE UTILITY NOTIFICATION CENTER OF COLORADO 2 BUSINESS DAYS PRIOR TO MAKING OR BEGINNING AN EXCAVATION. NOTIFICATION MAY BE MADE BY CALLING 811

DESIGNED CH DATE 07/30/2024
DRAWN CH DATE 07/30/2024
CHECKED KC DATE 07/30/2024

PUEBLO

SEH
PHONE: 719.423.7400
503 NORTH MAIN STREET,
SUITE 225
THATCHER BUILDING
PUEBLO, CO 81003-3136
www.sehinc.com

DILLON AND EAGLERIDGE ROUNDABOUT

PLAN VIEW-3

SEH PROJECT NO. 166653
DATE ISSUED JULY 30, 2024

SHEET NO. 19
SHEET 19 OF 75

Docusign Envelope ID: 8748E980-F1EE-4D19-850D-FC1D1532342C

City Clerk's Office Item # S14

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING A CDOT ACCESS PERMIT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND MARTINEZ PROPERTY HOLDINGS, INC., A NEW MEXICO CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a CDOT Access Permit Agreement establishing developer obligations for installation of public improvements along Pueblo Boulevard.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Martinez Property Holdings, Inc. is the owner and developer of properties located on the north side of Pueblo Boulevard near Mirror Avenue. As a condition of development, the Colorado Department of Transportation (CDOT) is requiring the installation of certain highway improvements on Pueblo Boulevard including traffic signals, acceleration and deceleration lanes, raised concrete median, striping, signage, and other improvements. CDOT has issued an access permit to the City requiring these improvements be installed prior to development and this agreement passes the obligations through to the developer.

FINANCIAL IMPLICATIONS:

There is no direct financial impact to the City resulting from entering into this agreement. The developer will incur the obligation to install the required public improvements as part of the site development project.

Docusign Envelope ID: 8748E980-F1EE-4D19-850D-FC1D1532342C

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to pass this Ordinance will preclude the City from entering into the agreement with the developer.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CDOT ACCESS PERMIT AGREEMENT - Martinez Property Holdings Inc. (signed)
2. Exhibit A - CDOT Access Permits (Mirror-Acero)

Docusign Envelope ID: 8748E980-F1EE-4D19-850D-FC1D1532342C

ORDINANCE NO. 11109

AN ORDINANCE APPROVING A CDOT ACCESS PERMIT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND MARTINEZ PROPERTY HOLDINGS, INC., A NEW MEXICO CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The CDOT Access Permit Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Martinez Property Holdings, Inc., a New Mexico Corporation, a copy of which is attached hereto ("Agreement"), having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 22, 2025.

Final adoption of Ordinance by City Council on January 12, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: 8748E980-F1EE-4D19-850D-FC1D1532342C

Action by the Mayor:

☒ Approved on 01/15/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
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

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

CDOT ACCESS PERMIT AGREEMENT

This CDOT Access Permit Agreement ("Agreement") is made and entered into this _____ day of _____, 2025 by and between the CITY OF PUEBLO, a Colorado Municipal Corporation, hereinafter referred to as "City", and MARTINEZ PROPERTY HOLDINGS, INC., a New Mexico corporation ("Developer"). Together, all entities entering this Agreement may be hereinafter referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, the Developer is the owner and developer of the parcels legally described as Parcel A, Rearrangement of Property Boundaries RPB-23-14, City of Pueblo, Colorado; Parcel B, Rearrangement of Property Boundaries RPB-23-14, City of Pueblo, Colorado; and Lot 1, Lakeshore Estates, Filing No. 1 Subdivision, City of Pueblo, Colorado ("Properties"); and

WHEREAS, the Developer has applied for a building permit for new construction of a Starbucks coffee shop upon Lot 1, Lakeshore Estates Filing No. 1 Subdivision and additional future commercial developments, not yet determined, are contemplated upon Parcels A and B, Rearrangement of Property Boundaries RPB-23-14 (the "Development"); and

WHEREAS, the Colorado Department of Transportation ("CDOT") has determined that the Development necessitates access improvements in accordance with the terms and conditions of the State Highway Access Permit Nos. 224097 and 224098 (both permits collectively hereinafter referred to as "CDOT Permit"), copies of which are attached hereto, labeled Exhibit A and incorporated herein; and

WHEREAS, as a condition of approval of any building permit for the Development, the City requires the Developer to undertake obligations for constructing required public improvements associated with the Development under Section 4-2-2(g), P.M.C.

NOW THEREFORE, in consideration of the foregoing and mutual covenants contained herein, the City and the Developer agree as follows:

1. Subject to and conditioned upon the stipulations, terms and conditions set forth herein and Developer's full and faithful performance of same, the City shall approve and execute the CDOT Permit.

2. The Developer shall be liable and obligated to timely and fully complete and fulfill all obligations or requirements of Permittee under the terms and conditions of the CDOT Permit.

3. If necessary and required under the CDOT Permit, City will obtain CDOT utility permits for City utilities, if any. Developers shall perform and assume all obligations or liabilities of City under any such utility permit to the extent not exceeding the then existing Permit Obligations.

4. The Permit Obligations shall be a condition of all building permits for the Development, and the City may, in its sole and absolute discretion, reject, suspend or revoke such permits or reject or revoke any certificate of occupancy with respect to the Development based upon any failure by Developer or designee authorized hereunder to timely and fully complete and fulfill any Permit Obligations. The City may also, in its sole and absolute discretion, authorize the issuance of a temporary certificate of occupancy for future development upon Parcel A or Parcel B, Rearrangement of Property Boundaries RPB-23-14 until Permit Obligations are completed.

5. Notwithstanding any rejection, suspension or revocations of a building permit or certificate of occupancy, Developers shall remain obligated and liable to City for any failure or refusal to fully and completely fulfill any Permit Obligation.

6. Developer shall defend, hold harmless, and indemnify, the City and its officers, employees, and agents ("Indemnified Parties"), from any and all claims and liability, including reasonable attorney's fees and costs, for injuries, death, or damages to any person, including expressly and without limitation CDOT, arising from or in any way connected with the its performance or fulfillment of the Permit Obligations or any default or breach of any term of this Agreement by Developers, excepting only claims based solely on the Indemnified Parties' gross negligence, bad faith, or intentional acts. The Indemnified Parties shall have the right to retain their own counsel, in which case those reasonable attorney and expert fees and costs shall be covered by Developers' indemnification obligation in this Section.

7. The Developer stipulates, acknowledges and agrees that: (a) the Developer does not object to and waives any appeal of the terms and conditions of the CDOT Permit; (b) the terms and conditions of the CDOT Permit are authorized by Section 4-2-2(g), P.M.C.; and (c) to the extent applicable, the Permit Obligations comply with all conditions and requirements set forth in Section 29-20-203, C.R.S. It is expressly acknowledged that the foregoing covenant is a material term of the Agreement without which the City would not have approved and executed the Agreement or the CDOT Permit.

8. The Parties agree to execute any additional documents or take any additional action that may be necessary to carry out this Agreement without materially modifying their respective rights or obligations hereunder. The Developer shall have the right to delegate its obligations hereunder to other parties provided that the Developer will remain primarily liable or obligated as herein provided.

9. This Agreement represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

10. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Agreement on behalf of such party and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

11. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

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

******SIGNATURE PAGE FOLLOWS******

CITY OF PUEBLO

By: _____
Heather Graham, Mayor

Approved as to form.

_____
City Attorney

MARTINEZ PROPERTY HOLDINGS, INC.

Derrick M. Martinez
Derrick Martinez, President

Exhibit A

COLORADO
Department of Transportation
Region 2

Traffic & Safety – Access Permits

February 6, 2025

Permit No. **224097**
City of Pueblo

City of Pueblo – Andrew Hayes
230 Mechanic St.
Pueblo, Colorado 81003
P (719) 553-2295 | E ahayes@pueblo.us

SM Rocha LLC – Brandon Wilson
8703 Yates Drive, Suite 210
Westminster, CO 80031
P (303) 458-9798 | E brandon@smrocha.com

Dear Permittee:

1. Please **review** the attached State Highway Access Permit (Form #101) and all enclosed attachments.
2. If you choose **NOT** to act on the permit, please notify the Colorado Department of Transportation (CDOT) within 60 days of the date of this transmittal letter, CDOT will consider this permit withdrawn and reapplication will be required.
3. If you wish to **APPEAL** the Terms and Conditions of the permit, please refer to the attached Form 101, Pages 2 and 3 for an explanation of the appeal procedures.
4. **If you ACCEPT** the Permit and its Terms and Conditions and are authorized to sign as legal owner of the property or as an authorized representative, please sign and date the DocuSign Access Permit form #101 on the line marked "PERMITTEE". Your signature confirms your agreement to all the listed Terms and Conditions. **The file will be returned electronically to the permit Author for final signatures and completion. The executed DocuSign envelope will be returned to you electronically through email once the CDOT permit author has signed, executing the permit**. Keep in mind that a permit does not grant access, permission to construct or perform any work in the CDOT right-of-way. Access and permission to construct will be granted with a Notice to Proceed to construct. This states that we have an agreement to grant access at the given location to you.
5. **Once the digital signature is complete** you will receive a link to pay the permit fee through PayPal. The link is to pay the permit fee of $300.00. If the Permittee is not paying the fee and the fee is being paid by third party, a PayPal link can be requested through your permit author. **If the link is missing contact the permit author and they will send the link via email.**
6. As described in the attached Terms and Conditions, you must make a written request to obtain a Notice to Proceed. **DO NOT** begin any work within the State Highway Right-of-Way without a validated Access Permit and Notice to Proceed. Use of this permit without the Colorado Department of Transportation's validation shall be considered a violation of State Law and the permit will be revoked.

If you have any questions, please contact me at:

Region 2 Traffic Section – Access Permits
Michelle Regalado - Access
5615 Wills Blvd, Suite A
Pueblo, CO 81008
P (719) 251-7804 E michelle.regalado@state.co.us

Exhibit A

COLORADO DEPARTMENT OF TRANSPORTATION

STATE HIGHWAY ACCESS PERMIT

CDOT Permit No.	State Highway No / Mp / Side
224097	045A / 1.045 / R-N

Permit Fee	Date of Transmittal	Region / Section / Patrol / Name	Local Jurisdiction
$300.00	06/06/2025	2 / 04 / 41 / Buford	Pueblo

The Permittee(s):

City of Pueblo- Andrew Hayes
230 Mechanic St.
Pueblo, CO 81003
P (719) 553-2295 | E ahayes@pueblo.us

The Applicant(s):

SM Rocha, LLC - Brandon Wilson
8703 Yates Dr. Suite 210
Westminster, Colorado 80031
P (303) 458-9798 | E brandon@smrocha.com

is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the Issuing Authority if at any time the permitted access and its use violate any parts of this permit. The issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.

Location: 045A ±227- feet west from MP 1 R-N (MP 1.045)
City Street Connection of Acero Avenue to SH045

Access to Provide Service to:

Code	*Land Use*	*AADT*	*PHV_AM*	*PHV_PM*
937	Coffee/Donut Shop w/DTW	N/A	39	18
1099	City Street Connection of Acero Avenue to SH045A/ Pueblo Boulevard (north leg of intersection) which includes existing Medical-Dental Office Building, Car Wash & Detail Center, Fast-Food Restaurant w/DTW, and Residential Neighborhood	N/A	104	233
	TOTAL	N/A	143	251

Additional Information: Please see Additional Terms & Conditions

MUNICIPALITY OR COUNTY APPROVAL
Required only when the appropriate local authority retains issuing authority.

Signature	Print Name	Date	Title

Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from Initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.

The permittee shall notify Ron Young with the Colorado Department of Transportation, at (719) 289-8718 at least 48 hours prior to commencing construction within the State Highway right-of-way.

The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.

Permittee Signature:	Print Name	Date
	Andrew E. Hayes, PW Director	8/6/2025
Applicant Signature: (if applicable) Brandon Wilson Digitally signed by Brandon Wilson Contact Info: Brandon@SMRocha.com Date: 2025.08.06 11:15:54-06'00'	Print Name	Date
	Brandon Wilson	08/06/2025

This permit is not valid until signed by a duly authorized representative of the Department.
COLORADO DEPARTMENT OF TRANSPORTATION

Signature	Print Name	Title	Date (of issue)

Copy Distribution: Required: 1.Region 2.Applicant 3.Staff Access Section 4.Central Files
Make copies as necessary for: Local Authority MTCE Patrol Inspector Traffic Engineer

Previous editions are obsolete and may not be used
Page 1 of 3 CDOT Form #101 5/07

State Highway Access Permit
Form 101, Page 2

The following paragraphs are excerpts of the State Highway Access Code. These are provided for your convenience but do not alleviate compliance with all sections of the Access Code. A copy of the State Highway Access Code is available from your local issuing authority (local government) or the Colorado Department of Transportation (Department). When this permit was issued, the issuing authority made its decision based in part on information submitted by the applicant, on the access category which is assigned to the highway, what alternative access to other public roads and streets is available, and safety and design standards. Changes in use or design not approved by the permit or the issuing authority may cause the revocation or suspension of the permit.

APPEALS

1. Should the permittee or applicant object to the denial of a permit application by the Department or object to any of the terms or conditions of a permit placed there by the Department, the applicant and permittee (appellant) have a right to appeal the decision to the [Transportation] Commission [of Colorado]. To appeal a decision, submit a request for administrative hearing to the Transportation Commission of Colorado within 60 days of transmittal of notice of denial or transmittal of the permit for signature. Submit the request to the Transportation Commission of Colorado, 4201 East Arkansas Avenue, Denver, Colorado 80222-3400. The request shall include reasons for the appeal and may include changes, revisions, or conditions that would be acceptable to the permittee or applicant.

2. Any appeal by the applicant or permittee of action by a local issuing authority shall be filed with the local authority and be consistent with the appeal procedures of the local authority.

3. In submitting the request for administrative hearing, the appellant has the option of including within the appeal a request for a review by the Department's internal administrative review committee pursuant to [Code] subsection 2.10. When such committee review is requested, processing of the appeal for formal administrative hearing, 2.9(5) and (6), shall be suspended until the appellant notifies the Commission to proceed with the administrative hearing, or the appellant submits a request to the Commission or the administrative law judge to withdraw the appeal. The two administrative processes, the internal administrative review committee, and the administrative hearing, may not run concurrently.

4. Regardless of any communications, meetings, administrative reviews or negotiations with the Department or the internal administrative review Committee regarding revisions or objections to the permit or a denial, if the permittee or applicant wishes to appeal the Department's decision to the Commission for a hearing, the appeal must be brought to the Commission within 60 days of transmittal of notice of denial or transmittal of the permit.

PERMIT EXPIRATION

1. A permit shall be considered expired if the access is not under construction within one year of the permit issue date or before the expiration of any authorized extension. When the permittee is unable to commence construction within one year after the permit issue date, the permittee may request a one year extension from the issuing authority. No more than two one-year extensions may be granted under any circumstances. If the access is not under construction within three years from date of issue the permit will be considered expired. Any request for an extension must be in writing and submitted to the issuing authority before the permit expires. The request should state the reasons why the extension is necessary, when construction is anticipated, and include a copy of page 1 (face of permit) of the access permit. Extension approvals shall be in writing. The local issuing authority shall obtain the concurrence of the Department prior to the approval of an extension, and shall notify the Department of all denied extensions within ten days. Any person wishing to reestablish an access permit that has expired may begin again with the application procedures. An approved Notice to Proceed, automatically renews the access permit for the period of the Notice to Proceed.

CONSTRUCTION

1. Construction may not begin until a Notice to Proceed is approved. (Code subsection 2.4]

2. The construction of the access and its appurtenances as required by the terms and conditions of the permit shall be completed at the expense of the permittee except as provided in subsection 2.14. All materials used in the construction of the access within the highway right-of-way or on permanent easements, become public property. Any materials removed from the highway right-of-way will be disposed of only as directed by the Department. All fencing, guard rail, traffic control devices and other equipment and materials removed in the course of access construction shall be given to the Department unless otherwise instructed by the permit or the Department inspector.

3. The permittee shall notify the individual or the office specified on the permit or Notice to Proceed at least two working days prior to any construction within state highway right-of-way. Construction of the access shall not proceed until both the access permit and the Notice to Proceed are issued. The access shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation of construction within the highway right-of-way. A construction time extension not to exceed 30 working days may be requested from the individual or office specified on the permit.

4. The issuing authority and the Department may inspect the access during construction and upon completion of the access to ensure that all terms and conditions of the permit are met. Inspectors are authorized to enforce the conditions of the permit during construction and to halt any activities within state right-of-way that do not comply with the provisions of the permit, that conflict with concurrent highway construction or maintenance work, that endanger highway property, natural or cultural resources protected by law, or the health and safety of workers or the public.

5. Prior to using the access, the permittee is required to complete the construction according to the terms and conditions of the permit. Failure by the permittee to abide by all permit terms and conditions shall be sufficient cause for the Department or issuing authority to initiate action to suspend or revoke the permit and close the access. If in the determination of the Department or issuing authority the failure to comply with or complete the construction requirements of the permit create a highway safety hazard, such shall be sufficient cause for the summary suspension of the permit. If the permittee wishes to use the access prior to completion, arrangements must be approved by the issuing authority and Department and included in the permit. The Department or issuing authority may order a halt to any unauthorized use of the access pursuant to statutory and regulatory powers. Reconstruction or improvement of the access may be required when the permittee has failed to meet required specifications of design or materials. If any construction element fails within two years due to improper construction or material specifications, the permittee shall be responsible for all repairs. Failure to make such repairs may result in suspension of the permit and closure of the access.

6. The permittee shall provide construction traffic control devices at all times during access construction, in conformance with the M.U.T.C.D. as required by section 42-4-104, C.R.S., as amended.

7. A utility permit shall be obtained for any utility work within highway right-of-way. Where necessary to remove, relocate, or repair a traffic control device or public or private utilities for the construction of a permitted access, the relocation, removal or repair shall be accomplished by the permittee without cost to the Department or issuing authority, and at the direction of the Department or utility company. Any damage to the state highway or other public right-of-way beyond that which is allowed in the permit shall be repaired immediately. The permittee is responsible for the repair of any utility damaged in the course of access construction, reconstruction or repair.

8. In the event it becomes necessary to remove any right-of-way fence, the posts on either side of the access shall be securely braced with an approved end post before the fence is cut to prevent any slacking of the remaining fence. All posts and wire removed are Department property and shall be turned over to a representative of the Department.

9. The permittee shall ensure that a copy of the permit is available for review at the construction site at all times. The permit may require the contractor to notify the individual or office specified on the permit at any specified phases in construction to allow the field inspector to inspect various aspects of construction such as concrete forms, subbase, base course compaction, and materials specifications. Minor changes and additions may be ordered by the Department or local authority field inspector to meet unanticipated site conditions.

10. Each access shall be constructed in a manner that shall not cause water to enter onto the roadway or shoulder, and shall not interfere with the existing drainage system on the right-of-way or any adopted municipal system and drainage plan.

11. By accepting the permit, permittee agrees to save, indemnify, and hold harmless to the extent allowed by law, the issuing authority, the Department, its officers, and employees from suits, actions, claims of any type or character brought because of injuries or damage sustained by any person resulting from the permittee's use of the access permit during the construction of the access.

CHANGES IN ACCESS USE AND PERMIT VIOLATIONS

1. It is the responsibility of the property owner and permittee to ensure that the use of the access to the property is not in violation of the Code, permit terms and conditions or the Act. The terms and conditions of any permit are binding upon all assigns, successors-in-interest, heirs and occupants. If any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume and or vehicle type, the permittee or property owner shall contact the local issuing authority or the Department to determine if a new access permit and modifications to the access are required.

2. When an access is constructed or used in violation of the Code, section 43-2-147(5)(c), C.R.S., of the Act applies. The Department or issuing authority may summarily suspend an access permit and immediately order closure of the access when its continued use presents an immediate threat to public health, welfare or safety. Summary suspension shall comply with article 4 of title 24, C.R.S.

MAINTENANCE

1. The permittee, his or her heirs, successors-in-interest, assigns, and occupants of the property serviced by the access shall be responsible for meeting the terms and conditions of the permit, the repair and maintenance of the access beyond the edge of the roadway including any cattle guard and gate, and the removal or clearance of snow or ice upon the access even though deposited on the access in the course of Department snow removal operations. Within unincorporated areas the Department will keep access culverts clean as part of maintenance of the highway drainage system. However, the permittee is responsible for the repair and replacement of any access-related culverts within the right-of-way. Within incorporated areas, drainage responsibilities for municipalities are determined by statute and local ordinance. The Department will maintain the roadway including auxiliary lanes and shoulders, except in those cases where the access installation has failed due to improper access construction and/or failure to follow permit requirements and specifications in which case the permittee shall be responsible for such repair. Any significant repairs such as culvert replacement, resurfacing, or changes in design or specifications, requires authorization from the Department.

Exhibit A

TERMS & CONDITIONS

Access Permit No: 224097 — February 6, 2025
Permittee: City of Pueblo / Andrew Hayes — 045A & Acero, MP 1.045, R-N
Applicant: SM Rocha, LLC / Brandon Wilson — City of Pueblo

1. **READ ALL STANDARD REQUIREMENTS ON THE ATTACHED FORM 101 AND OTHER TERMS AND CONDITIONS ON THESE ATTACHED SHEETS.**

2. This Permit hereby replaces all previous access permit(s) for this ownership, which now become null and void including Access Permit 217092 issued April 2018.

3. A NOTICE TO PROCEED TO CONSTRUCTION, CDOT Form 1265, is required before beginning the construction of the access or use of the access. Prior to NOTICE TO PROCEED issuance, the Permittee shall provide all documents required of these terms & conditions, including, but not limited to, the following:

   a. A written request for a NOTICE TO PROCEED that includes the access permit number
   b. A copy of the final recorded plats – Lakeshore Estates Nos. 1-3 and Rearrangement of Property Boundaries in Lots 1 and 2 of Lakeshore Estates Filing No 3
   c. Construction Plan Set
   d. Engineer's Construction Bond Estimate
   e. Performance Bond

4. The purpose of this Access Permit is issued to re-permit an existing access to State Highway **045A** for a change in use of the property in terms of access operation, traffic volume and/or vehicle type and allow improvements to be made to the access.

   The access will serve the north leg connection of Acero Avenue, a City of Pueblo maintained roadway/street, to SH045A (Pueblo Boulevard).

   This access permit was prompted by a new commercial development of a coffee shop with drive thru dba Starbucks Coffee Company located at 2173 W Pueblo Blvd, Lot # 1 of the Lakeshore Estates, Filing No 3 subdivision, parcel # 1514314006, 1.47 acres.

   The access will serve city street, Acero Ave including:

   a) Medical Office (Kaiser Permanente)
   b) Automated Car Wash (Express Car Wash)
   c) Fast Food Restaurant w/DTW (Culver's)
   d) Coffee/Donut Shop w/ DTW (Starbucks)
   e) Existing Residential Neighborhood

5. The access is located on the **right/north** side of State Highway **045A**, a distance of 227-feet west from milepost 1 (one) (MP 1.045) city street Acero Ave in the City of Pueblo.

6. This section of State Highway **045A** is a Category **NR-A** highway with a posted speed limit of 55 MPH.

7. The Annual Average Daily Traffic (AADT) volumes and Peak Hour Volumes (PHV) using this access shall not exceed the following:

TERMS & CONDITIONS

Access Permit No: 224097
Permittee: City of Pueblo / Andrew Hayes
Applicant: SM Rocha, LLC / Brandon Wilson

February 6, 2025
045A & Acero, MP 1.045, R-N
City of Pueblo

Code	*Land Use*	*AADT*	*PHV_AM*	*PHV_PM*
937	Coffee/Donut Shop w/DTW	N/A	39	18
1099	City Street Connection of Acero Avenue to SH045A/ Pueblo Boulevard (north leg of intersection) which includes existing Medical-Dental Office Building, Car Wash & Detail Center, Fast-Food Restaurant w/DTW, and Residential Neighborhood	N/A	104	233
	TOTAL	**N/A**	**143**	**251**

8. If in the future, the traffic volumes increase by greater than 20% of the permitted number and/or any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume and or vehicle type, the Permittee or current property owner is required to apply for a new Access Permit and may be required to construct highway improvements.

9. This access will be allowed **right turn movements only** (right in, right out). Left turns out of or into the access are not allowed.

10. The access width shall be **36-feet** measured at the right-of-way line. The access width shall be measured exclusive of the radii, flares, curb, gutter, and any median. Only the travel portion of the access is measured.

11. The following criteria and documents were used to establish this Access Permit:

    a. The Application for Access Permit (CDOT Form 137) signed by the permittee on **09/17/2024** and accepted on **09/25/2024**
    b. All attachments included with the application
    c. State Highway Access Code, Volume 2, CCR-601-1; Effective date March 2002
    d. The State Highway Access Category Assignment Schedule, as revised
    e. The Colorado Department of Transportation (CDOT) M&S Standard Plans
    f. The Colorado Department of Transportation (CDOT) Standard Specifications
    g. Vicinity Map
    h. Approved Traffic Report, signed and sealed by **Frederick C Lantz**, PE # **23410**, dated **09/25/2024.**
    i. Approved Drainage Report, signed and sealed by **Joseph A Jesik**, PE #**39781**, dated **02/16/2024**

12. No additional access will be allowed to right/north side of State Highway **045A** between Broadmoor Rd (milepost 1.14) and Mirror Avenue (milepost **0.79**).

    Physical separation and delineation along a property frontage such as curb and gutter or fencing, may be required when necessary to ensure that access will be limited to permitted locations.

13. This Access Permit is issued in accordance with the 2002 State Highway Access Code (2CCR 601-1) and is based in part upon the information submitted by the Permittee. This Access Permit is only for the use and purpose stated in the Application and on the Permit. Any changes, based upon existing and/or anticipated future conditions in traffic volumes, drainage, types of traffic, or other

operational aspects may render this permit void, requiring a new Application for Access Permit to be submitted for review by the Department and/or Issuing Authority.

14. By accepting this permit, the Permittee agrees to save, indemnify, and hold harmless to the extent allowed by law, the Issuing Authority, the Department, its officers, and employees from suits, actions, claims of any type or character brought because of injuries or damage sustained by any person resulting from the Permittee's use of the Access Permit during the construction of the access.

15. The following improvements are required to be designed and installed as detailed in this document:

    a. Installation of a raised concrete median in the center of State Highway 045A (Pueblo Blvd) restricting left turns at the access as well as all associated signs and pavement markings.
    b. Installation of 6-ft wide concrete sidewalk across the entire highway frontage of the property.

    Any highway improvements shall be designed and constructed by the Permittee at no cost to the Department. Failure by the Permittee to provide such warranted improvements may result in the revoking of the Access Permit and closure of the access approach.

16. Additional Department permits are required for work involving all utilities and landscaping within the right-of-way.

17. The Permittee is responsible for obtaining any necessary additional federal, state and/or local government agency permits or clearances required for construction of the access. Approval of this Access Permit does not constitute verification of this action by the Permittee.

18. The Permittee is hereby advised that other utilities may exist within the proposed permit area and shall implement all measures to protect any existing utilities from damage.

19. Any damage to existing highway facilities shall be repaired immediately at no cost to the Department and prior to continuing other work. Any mud or other material tracked or otherwise deposited on the roadway shall be removed daily or as ordered by the Department Inspector.

20. The Permittee is required to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) that have been adopted by the U.S. Architectural and Transportation Barriers Compliance Board (Access Board) and incorporated by the U.S. Attorney General as a federal standard. These guidelines are defining traversable slope requirements and prescribing the use of a defined pattern of truncated domes as detectable warnings at street crossings. The new Standards Plans and can be found on the Design and Construction Project Support web page at: https://www.codot.gov/business/designsupport/standard-plans.

21. The local jurisdiction may have established by ordinance or resolution more stringent design standards and/or require additional permitting. The more stringent standards shall apply.

22. Backing maneuvers within and into the State Highway right-of-way are strictly prohibited. All vehicles shall enter and exit the highway right-of-way in a forward movement. Backing into the right-of-way shall be considered a violation of the Terms and Conditions of the Access Permit and may result in the revocation of the Permit by the Department and/or Issuing Authority.

23. The Permittee shall maintain adequate, unobstructed sight distance in both directions from the access. When determining the distance between accesses, the point of tangent shall be used where a radius is present, or the beginning of the curb cut. The minimum sight distance that shall be maintained along the highway for the access shall be 450-feet. The minimum sight distance that shall be maintained for the vehicle entering the highway shall be 825-feet.

24. Any landscaping or potentially obstructing objects such as but not limited to advertising signs, structures, trees, bushes, and landscape elements shall be designed, placed, and maintained at a height not to interfere with the sight distance needed by any vehicle using the access. No vertical elements are allowed within the clear zone as determined by the Department. The Department will require any object or landscaping to be maintained. If the objects are deemed by the Department to be a traffic hazard, it shall be removed by the Permittee at no cost to the Department.

25. The Department retains the right to perform any necessary maintenance work in this area.

26. All submittals, documents, plans, and other items that must be completed shall be submitted and approved by the Department before a NOTICE TO PROCEED to construction will be issued. Prior to NOTICE TO PROCEED issuance the Permittee shall also provide following:

    a. Construction plan set and specifications prepared by a Colorado Licensed Professional Engineer (Engineer) and submitted to the Department for approval. The plans must include, but not limited to, pavement striping and signing, layout of auxiliary lanes, utility locations, present and proposed right-of-way lines, present and proposed traffic control devices, cross sections on 50-foot intervals (NO CONTOURS), typical roadway sections, and final stabilization/seeding requirements. **See attached checklist**.
    b. A Construction Cost Estimate for the highway improvements to be approved by the Department, including mobilization and temporary traffic control. The estimate shall be completed using CDOT line-item codes and descriptions when possible.
    c. A performance bond or other approved surety from the Permittee's contractor to the Department that will ensure completion of the approved highway and all related intersection improvements. The bond must be in the amount equal to 110% of the cost necessary to complete the project in accordance with Access Permit terms and conditions, per the approved Construction Cost Estimate. The bond company must be licensed to do business in the State of Colorado. The Cost Estimate and a draft of the bond language must be provided and approved by the Department before acceptance of the final bond and before issuance of the NOTICE TO PROCEED. **See attached performance bond guidelines.**
    d. Escrow in lieu of highway improvements.
    e. Proof that any impacted portions of the state highway are included in the Permittee's Construction Stormwater Permit (CSP).

TRAFFIC CONTROL, SIGNING, & STRIPING

27. Two-way traffic shall be always maintained throughout the work area on the state highway.

28. Signing, paving markings, and striping for the safe and proper operation and control of the access are the responsibilities of the Permittee in accordance with the approved plans.

29. All traffic control devices (permanent or temporary) within the highway or other public right-of-way or access that serve the public shall conform to the M.U.T.C.D.

30. Any construction within state highway right-of-way shall have an approved work zone traffic control plan with required installed temporary traffic control and only be performed during the approved hours and days.

    a. This plan shall utilize temporary traffic control devices as necessary to ensure the safe and expeditious movement of traffic around and through the work site as well as ensure the safety of the work force.
    b. A Certified Traffic Control Supervisor or a Colorado Licensed Professional Traffic Engineer should prepare the traffic control plan. The plan shall be in conformance with the latest Manual on Uniform Traffic Control Devices (MUTCD) and other applicable standards.
    c. The plan must be submitted and approved by the CDOT Access Inspector at least five working days prior to beginning construction within the highway right of way.
    d. All work that requires temporary traffic control shall be supervised by a licensed professional traffic engineer or by a certified traffic control supervisor. The traffic control supervisor shall, at a minimum, inspect the temporary traffic control daily and shall provide inspection records upon request.
    e. The contractor, in accordance with the Department's standards, shall certify flagging personnel, when required.
    f. The approved traffic control plan will be attached to the Permit with the NOTICE TO PROCEED TO CONSTRUCTION and must be available on site throughout the duration of the construction.

31. Prior to removing any existing highway signs within the limits of the construction activities or if any traffic control devices are within 50-feet of the construction area, the Permittee/Contractor must contact the CDOT Access Inspector for guidance and direction.

DRAINAGE

32. The highway drainage system is for the protection of the state highway right-of-way, structures, and appurtenances. It is not designed nor intended to serve the drainage requirement of abutting or other properties beyond undeveloped historical flow. Design, installation, and maintenance of any drainage facilities shall be consistent with Sections 2.7, 4.9, and 4.11 of the State Highway Access Code.

    Each access shall be constructed in a manner that shall not cause water to enter onto the roadway or shoulder and shall not interfere with the existing drainage system in the right-of-way or any adopted municipal system and drainage plan. Drainage to the state highway right-of-way shall not exceed the undeveloped historical rate of flow.

33. If applicable, drainage shall be according to the approved drainage report.

34. The Permittee shall provide, install, and maintain, at their own expense, drainage structures for access that will become an integral part of the existing drainage system. Drainage structures under the access should extend beyond the access radius to accommodate the side slopes with the specified end treatment.

35. If applicable, the Permittee shall install drainage features per the approved plan and/or detail to include culverts, cross pans, ditches, etc. Flared end sections or other protective end treatments are required for culverts larger than 18-inch diameter.

36. All existing drainage structures shall be extended, modified, or upgraded as applicable to accommodate all new construction and safety standards. This shall be done in accordance with the Department's standard specifications.

37. If a storm sewer is available, it shall be used to the extent possible.

38. If a cross-pan is required, it shall be reinforced concrete, a minimum of 8-feet wide and 8-inches thick, in accordance with the Department's standard specifications.

39. Any work in area adjacent to open water (streams, drainage, ponds, etc.) will require adequate erosion control measures in accordance with Section 107.25 of the Department's standard specifications.

40. Any other discharges may require Colorado Discharge Permit(s) or separate permits from CDPHE or the appropriate agency before work begins. For additional information and forms, go to the CDPHE website at: http://www.cdphe.state.co.us/wq/PermitsUnits/wqcdpmt.html.

41. The Permittee is responsible for all environmental compliance, including but not limited to air borne pollutants, discharges, and erosion control measures during the construction phase. The developer is responsible for MS4 compliance; best management practice during construction should include clean project ingress and egress.

ENVIRONMENTAL

42. It is the responsibility of the Permittee/applicant to determine which environmental clearances and/or regulations apply to the access and to obtain any clearances that are required directly from the appropriate agency. Please refer to or request a copy of the "CDOT Environmental Clearance Information Summary" for details. FAILURE TO COMPLY WITH REGULATORY REQUIREMENTS MAY RESULT IN SUSPENSION OR REVOCATION OF YOUR CDOT PERMIT, OR ENFORCEMENT ACTIONS BY OTHER AGENCIES.

43. Although the local agency City of Pueblo may or may not be an agency that is required to obtain MS-4 permits, the Department would like to emphasize this development devise and implement a permanent plan for periodic removal and disposal of sediment from detention facilities and for maintenance of development detention facilities. Attached is the CDOT Environmental Clearances Information Summary listing some of the more commonly encountered environmental permits/clearances that may apply to activities and contacts for questions regarding these permits/clearances.

44. Any environmental discoveries shall be mitigated in conformance with Section 107.23 of the Standard Specifications for Road and Bridge Construction, latest edition. A surface survey must be performed, and a written clearance provided to the Department prior to a NOTICE TO PROCEED to Construction being issued. It is the responsibility of the Permittee to assure that no such sites are present prior to commencement of any construction activities. All identified sites shall be mitigated to the satisfaction of the appropriate agency prior to proceeding with work activities. Wetland mitigation shall be completed in conformance with the policies, procedures and regulations of the Corps of Engineers, Federal Highway Administration and the State of Colorado as may be applicable.

TERMS & CONDITIONS

Access Permit No: 224097
Permittee: City of Pueblo / Andrew Hayes
Applicant: SM Rocha, LLC / Brandon Wilson

February 6, 2025
045A & Acero, MP 1.045, R-N
City of Pueblo

ACCESS SURFACING

45. The existing hard surface pavement is acceptable with no improvements required at this time. The hard surface shall remain for a distance of 50 feet from the edge of roadway. The access shall be surfaced from the highway roadway to the right-of-way line as follows:
    a. The access shall be surfaced with pavement for a minimum of 50-feet from the traveled way. The remainder of the access within the highway right-of-way shall be surfaced with 12-inches of Aggregate Base Course (Class 6), if not paved also.

    Pavement shall be:
        a) 6-inches of compacted Hot Mix Asphalt Type SX(75) PG64-22 and 12-inches of Aggregate Base Course (Class 6); or
        b) 8-inches of approved concrete and 12-inches of Aggregate Base Course (Class 6)
    b. Any access requiring a turn lane shall have a hard surface pavement for a minimum distance of 50-feet from the traveled way. The surfacing for the access and the widening shall be per an approved pavement design and mix design on a sub-grade with "R>66". The designs shall be submitted to the CDOT Access Inspector for review and approval. The pavement and mix designs shall be incorporated in the plans.
    c. A mill and overlay of the existing roadway may be required if:
        a) the current condition of the roadway and the additional surface quality and roadway strengths are impacted
        b) through lanes are redirected
        c) the centerline of the roadway is shifted
        d) surface drainage is impacted
        e) uneven pavement joint transitions are created
    d. If hard surfacing (concrete or bituminous pavement) abuts existing pavement, the existing pavement shall be saw cut and removed a minimum of one (1) foot back from the existing edge of pavement.
    e. If patching is required due to saw cutting, Hot Mix Asphalt Type SX(75) PG64-22 shall be used. The asphalt shall match existing (6-inches minimum). The material will be placed in 2-inch lifts.
    f. All pavement construction and materials shall be in accordance with the Department's standard specifications.

46. The radii requirements shall be consistent with Section 4.6 of the State Highway Access Code and as follows:

    a. Where roadway shoulders are present, the radius is measured to the edge of the closest lane.
    b. The access width, for an access without curbs, shall be measured exclusive of the radii or flares. The width of any non-traversal median is not counted as part of the access width. Only the travel portion is measured.

47. When curb & gutter is present, or required, it shall be Standard Type 2 Curb in conformance with Section IIB of CDOT Standard M-609-1 or match the existing curb and gutter.

SIDEWALK

48. The sidewalk shall be constructed to match existing width and meet CDOT or City of Pueblo Standards. Construct a 6-feet wide, 4-inch thick concrete sidewalk abutting or behind the curb along Pueblo Blvd (State Highway 45A) across the entire property frontage.

TERMS & CONDITIONS

Access Permit No: 224097
Permittee: City of Pueblo / Andrew Hayes
Applicant: SM Rocha, LLC / Brandon Wilson

February 6, 2025
045A & Acero, MP 1.045, R-N
City of Pueblo

MEDIAN AND TRAFFIC ISLAND DESIGN

49. Median and traffic island design shall be consistent with Sections 4.6 and 4.8 of the State Highway Access Code.

UTILITIES

50. It is the responsibility of the permittee to comply with the Subsurface Utility Engineering (SUE) requirements as defined in the ASCE 38 (American Society for Civil Engineering).

51. The Permittee is responsible for any utilities and/or traffic control devices disrupted by the construction of this access and all expenses incurred for repair. There are existing utilities on the highway right-of-way by permit. Owners of those utilities must be contacted. Any work necessary to protect existing permitted utilities, such as encasements, bulwarks, etc. will be the responsibility of the Permittee.

    a. Non-Destructive Air-vacuum Excavation (potholing) to expose the utilities being surveyed to determine their exact depth and location may be necessary before any work commences. A core hole saw cut is the recommended method of entry through pavement for potholing. Flowfill is required for backfill of the core hole under the pavement or on the roadway.
    b. The vacuum excavation technique is used not only to expose utilities but also for other uses that are benefited by the non-invasive/non-destructive, environmentally friendly technology such as dewatering or drill fluid/saw cutting fluid removal.
    c. The Contractor shall utilize a spotter to assist in the visual inspection of all excavation work as it progresses near existing CDOT Intelligent Transportation Systems fiber optic line conduits, pull boxes and manholes. The Contractor shall provide a spotter to aid equipment operators when construction activities are near marked or unmarked fiber lines.
    d. The spotter shall observe all excavation work as it progresses to ensure that no damage occurs to existing underground fiber lines. When the spotter has visual sight of the underground conduit, the spotter shall notify the equipment operator of the proximity to the conduit and begin to guide the excavation work. The spotter shall guide all excavation work around the conduit to ensure no damage occurs.

OTHER DESIGN ELEMENTS

52. Other design elements shall be consistent with Section 4.9 of the State Highway Access Code.

SURVEY

53. Survey Markers or Monuments

    a. Survey markers or monuments must be preserved in their original positions. Notify the CDOT Survey Unit immediately upon damage to or discovery of any such markers or monuments at the work site.
    b. Any survey markers or monuments disturbed during the execution of this permit shall be repaired and/or replaced immediately to the satisfaction of the CDOT Survey Unit at the expense of the Permittee.
    c. All survey procedures and minimum tolerances shall be in conformance with the Department Survey Manual and the "Manual of Instruction for the Survey of Public Lands of the United States" 1972 and section 38-53-101 et seq, C.R.S.
    d. Monuments shall conform to Department Standard M-629-1.

TERMS & CONDITIONS

Access Permit No: 224097 February 6, 2025
Permittee: City of Pueblo / Andrew Hayes 045A & Acero, MP 1.045, R-N
Applicant: SM Rocha, LLC / Brandon Wilson City of Pueblo

INSURANCE

54. The Permittee or the contractor shall be required to provide comprehensive general liability and property damage insurance naming the Department and the Issuing Authority (if applicable) as an additional insured party, in the amounts of not less than $1,000,000 per occurrence and automobile liability insurance of $1,000,000 combined single limit bodily injury and property damage for each accident, during the period of access construction. For contractors having more than one (1) employee they shall also have Workers Compensation per statute and employers' liability in amounts not less $1,000,000. The permittee or contractor shall carry property insurance policies covering their own properties with a waiver of subrogation endorsement. The insurance certificate shall also list the Access Permit number.

ENGINEER OF RECORD, CONSTRUCTION MANAGEMENT, & INSPECTIONS

55. The Permittee shall hire a Colorado Licensed Professional Engineer to serve as the Engineer in Responsible Charge of construction observation. The Engineer's responsibilities include, but are not limited to:

    a. The Engineer in responsible charge of construction observation shall evaluate compliance with plans and specifications regarding the roadway improvements within the State Highway right-of-way only. The Engineer's responsibilities shall be as defined in laws, rules, and policies of the State Board of Licensure for Architects, Professional Engineers and Professional Land Surveyors, and the relevant sections of the CDOT Standard Specifications for Road and Bridge Construction. The Engineer shall be experienced and competent in road and bridge construction management, and inspection and materials testing.
    b. The Engineer shall carefully monitor the contractor's compliance with the permit specifications, including Construction Zone Traffic Control, and report any item which may not be in compliance or cannot be determined to be in compliance, and the nature and scope of the item relative to compliance.
    c. The Engineer shall test construction materials for compliance and provide test results.
    d. *Engineering Certification*: After inspection and before final acceptance, the Engineer shall provide written certification to the Department. Certification is defined as a statement that includes all of the following:
        a) That all inspections, materials, materials testing, and construction methods conform to the plans, specifications and purpose of design; and
        b) Is based upon the Engineer's knowledge, information, and is in accordance with applicable standards of practice; and
        c) That the engineering services addressed therein have been performed by the Engineer, or under the Engineer in Responsible Charge; and
        d) Signature and seal of the Engineer.

56. The Permittee shall provide a complete set of the As-Built plans, signed and sealed by the Engineer.

MISCELLANEOUS

57. All costs associated with the installation of this access are the responsibility of the Permittee. This includes the design, construction, utility relocation, testing of materials and inspection.

TERMS & CONDITIONS

Access Permit No: 224097
Permittee: City of Pueblo / Andrew Hayes
Applicant: SM Rocha, LLC / Brandon Wilson

February 6, 2025
045A & Acero, MP 1.045, R-N
City of Pueblo

58. A pre-construction meeting shall be held with the CDOT Access Inspector prior to any construction within the state highway right-of-way AT LEAST 5 DAYS BEFORE STARTING WORK. To schedule a meeting, contact the Access Inspector.

59. The Department or Issuing Authority may suspend any work due to non-compliance with the provisions of this permit, adverse weather or traffic conditions, concurrent highway construction or maintenance in conflict with permit work or any condition deemed unsafe for workers or the public. The work may be resumed upon notice from the Department or Issuing Authority.

60. If necessary, minor changes, corrections and/or additions to the Permit may be ordered by the Department or local authority, to meet unanticipated site conditions. Changes may not be in violation of the State Highway Access Code. All major changes to the permit must be approved in writing by the Department prior to commencement of any work on or within the State Highway right-of-way.

61. Under no circumstances shall the construction of a private driveway by a private interest interfere with the completion of a public highway construction project.

62. No construction traffic is allowed to enter the highway along pioneered pathways through the ditches. Ditches may not be used for any construction purposes unless allowed under appropriate legal permits.

63. Equipment and vehicles cannot be parked in the clear zone; this includes when occupied by construction personnel; the clear zone shall be kept clear of vehicles, equipment, and stockpile to prevent accidents.

64. All workers within the State Highway right of way shall comply with their employer's safety and health policies/procedures and all applicable US Occupational Safety and Health Administration (OSHA) regulations - including but not limited to the applicable sections of 29 CFR Part 1910 – Occupational Safety and Health Standards and 29 CFR Part 1926 – Safety and Health Regulations for Construction.

65. Personal protective equipment (e.g., head protection, footwear, high visibility apparel, safety glasses, hearing protection, respirators, gloves, etc.) shall be worn as appropriate for the work being performed and as specified in regulation. At a minimum, all workers in the State Highway right of way, except when in their vehicles, shall wear the following personal protective equipment:

    a. Head protection that complies with the ANSI Z89.1-2014 standard
    b. At all construction sites or whenever there is danger of injury to feet, workers shall comply with OSHA's PPE requirements for foot protection per 29 CFR 1910.136, 1926.95, and 1926.96. If required, such footwear shall meet the requirements of ASTM F 2412-05 and ASTM F 2413-05
    c. High visibility apparel as specified in the Traffic Control provisions of this permit (at a minimum, ANSI/ISEA 107-1999, Class 2)
    d. Where any of the above-referenced ANSI standards have been revised, the most recent version of the standard shall apply.

66. All work is to conform to the plans referenced by this permit on file with the Colorado Department of Transportation or as modified by this Permit or per the Notice to Proceed. If discrepancies arise, this permit and the valid Notice to Proceed shall take precedence over the plans. The Department plan review is only for the general conformance with the Department's design and code

requirements. The Department is not responsible for the accuracy and adequacy of the design, dimensions, elevations, or any other elements, which shall be confirmed and correlated at the work site. The Department through the approval of this document assumes no responsibility for the completeness and/or accuracy of the plans.

67. The Department's standards, specifications, and regulations shall override the plans incorporated in this permit should an oversight, omission, or conflict occur. The Department assumes no liability or responsibility whatsoever for the accuracy, completeness, or correctness of the Permittee's plans. Any plan errors are the sole responsibility of the Permittee and/or the Engineer. The Colorado Department of Transportation inspection is not an approval of the grade or alignment of the work. The contractor and/or the Engineer are responsible for the proper grade and alignment.

68. The access shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation of construction within State Highway right-of-way.

69. Any long-term suspension of work shall be approved by the Department.

70. You must obtain approval from the Department Inspector to commence work within the right-of-way following any suspension of construction.

71. If the permit has expired and no other extensions are available to you, a new access permit application must be submitted to the Department.

72. **A Fully Executed Complete Copy of this Permit, valid Notice to Proceed to Construction, and approved Traffic Control Plan must always be on the job site with the contractor during the construction.** Failure to comply with this or any other construction requirement may result in the immediate suspension of the work by order of the Department Inspector or the Issuing Authority.

CLOSE OUT AND WARRANTY

73. Upon completion of the access construction, notify CDOT Access Inspector for a final inspection and to request a Conditional Letter of Acceptance.

74. As-Built plans shall be submitted and approved no later than 45 days after completion of construction. The Conditional Letter of Acceptance will not be issued until the As-Built plans have been submitted and approved.

75. A cost estimate for improvements of the highway shall be submitted to the Access Inspector at the time of acceptance.

76. There is a 2-year warranty period for all construction elements per Section 2.5(6) of the State Highway Access Code. The 2-year warranty period begins with the date of the Conditional Letter of Acceptance.

77. If all construction elements are accepted at the conclusion of the 2-year warranty period, a Final Letter of Acceptance will be issued.

78. All required conditions of this permit, including any access improvements, shall be complete prior to the herein-authorized use of this access.

Exhibit A

TERMS & CONDITIONS

Access Permit No: 224097
Permittee: City of Pueblo / Andrew Hayes
Applicant: SM Rocha, LLC / Brandon Wilson

February 6, 2025
045A & Acero, MP 1.045, R-N
City of Pueblo

CONTACT INFORMATION

CDOT Access Unit
Ron Young, Access Inspector
(719) 289-8718
ronaldr.young@state.co.us

CDOT Right-of-Way Unit
TJ Thiebaut, Real Estate Specialist
(719) 546-5413
thomas.thiebaut@state.co.us

CDOT Survey Unit
Greg Jones, Professional Land Surveyor
(719) 248-9045
gregorya.jones@state.co.us

Exhibit A

COLORADO DEPARTMENT OF TRANSPORTATION

STATE HIGHWAY ACCESS PERMIT APPLICATION

Issuing authority application acceptance date:

Instructions: **Please print or type**

- Contact the Colorado Department of Transportation (CDOT) or your local government to determine your issuing authority.
- Contact the issuing authority to determine what plans and other documents are required to be submitted with your application.
- Complete this form (some questions may not apply to you) and attach all necessary documents and Submit it to the issuing authority.
- Submit an application for each access affected.
- If you have any questions contact the issuing authority.
- For additional information see CDOT's Access Management website at **http://www.dot.state.co.us/AccessPermits/index.htm**

1) Property owner (Permittee)		2) Applicant or Agent for permittee (if different from property owner)	
City of Pueblo		SM ROCHA, LLC	
Street address: 211 E. D Street		Mailing address: 8700 Turnpike Dr., Suite 240	
City, state & zip: Pueblo, Colorado 81003	Phone #: 719-553-2294	City, state & zip: Westminster, CO 80031	Phone # (required): 303-458-9798
E-mail address: ahayes@pueblo.us		E-mail address if available: Brandon@smrocha.com	

3) Address of property to be served by permit (required)
Local Road - Acero Avenue north of SH45

4) Legal description of property: If within jurisdictional limits of Municipality, city and/or County, which one?

county	subdivision	block	lot	section	township	range
Pueblo				14	21S	65W

5) What State Highway are you requesting access from?
State Highway 45

6) What side of the highway? ■ N ☐ S ☐ E ☐ W

7) How many feet is the proposed access from the nearest mile post?
0 feet (☐ N ☐ S ☐ E ■ W) from: 1.043

How many feet is the proposed access from the nearest cross street?
0 feet (☐ N ☐ S ■ E ☐ W) from: Acero Avenue

8) What is the approximate date you intend to begin construction?

9) Check here if you are requesting a:
☐ new access ☐ temporary access (duration anticipated:) ■ improvement to existing access
☐ change in access use ☐ removal of access ☐ relocation of an existing access (provide detail)

10) Provide existing property use
Residential and Commercial

11) Do you have knowledge of any State Highway access permits serving this property, or adjacent properties in which you have a property interest?
☐ no ■ yes, if yes - what are the permit number(s) and provide copies: 217092 and/or, permit date:
April 04, 2018

12) Does the property owner own or have any interests in any adjacent property?
■ no ☐ yes, if yes - please describe:

13) Are there other existing or dedicated public streets, roads, highways or access easements bordering or within the property?
■ no ☐ yes, if yes - list them on your plans and indicate the proposed and existing access points.

14) If you are requesting agricultural field access - how many acres will the access serve?
N/A

15) If you are requesting commercial or industrial access please indicate the types and number of businesses and provide the floor area square footage of each.

business/land use	square footage	business	square footage
Medical Office	8,248	Fast-Food Restaurant w/ DTW	4,900
Automated Car Wash	4,370	Coffee/Donut Shop w/ DTW	2,260

16) If you are requesting residential developement access, what is the type (single family, apartment, townhouse) and number of units?

type	number of units	type	number of units
Laredo at Lakeshore Neighborhood			

17) Provide the following vehicle count estimates for vehicles that will use the access. Leaving the property then returning is two counts.

Indicate if your counts are ■ peak hour volumes or ☐ average daily volumes.	# of passenger cars and light trucks at peak hour volumes	# of multi unit trucks at peak hour volumes
	251	
# of single unit vehicles in excess of 30 ft.	# of farm vehicles (field equipment)	**Total count of all vehicles**
		251

Exhibit A

18) Check with the issuing authority to determine which of the following documents are required to complete the review of your application.

a) Property map indicating other access, bordering roads and streets.
b) Highway and driveway plan profile.
c) Drainage plan showing impact to the highway right-of-way.
d) Map and letters detailing utility locations before and after development in and along the right-of-way.
e) Subdivision, zoning, or development plan.
f) Proposed access design.
g) Parcel and ownership maps including easements.
h) Traffic studies.
i) Proof of ownership.

1- It is the applicant's responsibility to contact appropriate agencies and obtain all environmental clearances that apply to their activities. Such clearances may include Corps of Engineers 404 Permits or Colorado Discharge Permit System permits, or ecological, archeological, historical or cultural resource clearances. The CDOT Environmental Clearances Information Summary presents contact information for agencies administering certain clearances, information about prohibited discharges, and may be obtained from Regional CDOT Utility/Special Use Permit offices or accessed via the CDOT Planning/Construction-Environmental-Guidance webpage **http://www.dot.state.co.us/environmental/Forms.asp**.

2- All workers within the State Highway right of way shall comply with their employer's safety and health policies/ procedures, and all applicable U.S. Occupational Safety and Health Administration (OSHA) regulations - including, but not limited to the applicable sections of 29 CFR Part 1910 - Occupational Safety and Health Standards and 29 CFR Part 1926 - Safety and Health Regulations for Construction.

Personal protective equipment (e.g. head protection, footwear, high visibility apparel, safety glasses, hearing protection, respirators, gloves, etc.) shall be worn as appropriate for the work being performed, and as specified in regulation. At a minimum, all workers in the State Highway right of way, except when in their vehicles, shall wear the following personal protective equipment: High visibility apparel as specified in the Traffic Control provisions of the documentation accompanying the Notice to Proceed related to this permit (at a minimum, ANSI/ISEA 107-1999, class 2); head protection that complies with the ANSI Z89.1-1997 standard; and at all construction sites or whenever there is danger of injury to feet, workers shall comply with OSHA's PPE requirements for foot protection per 29 CFR 1910.136, 1926.95, and 1926.96. If required, such footwear shall meet the requirements of ANSI Z41-1999.

Where any of the above-referenced ANSI standards have been revised, the most recent version of the standard shall apply.

3- The Permittee is responsible for complying with the Revised Guidelines that have been adopted by the Access Board under the American Disabilities Act (ADA). These guidelines define traversable slope requirements and prescribe the use of a defined pattern of truncated domes as detectable warnings at street crossings. The new Standards Plans and can be found on the Design and Construction Project Support web page at: **<http://www.dot.state.co.us/DesignSupport/>**, then click on *Design Bulletins*.

If an access permit is issued to you, it will state the terms and conditions for its use. Any changes in the use of the permitted access not consistent with the terms and conditions listed on the permit may be considered a violation of the permit.

The applicant declares under penalty of perjury in the second degree, and any other applicable state or federal laws, that all information provided on this form and submitted attachments are to the best of their knowledge true and complete.

I understand receipt of an access permit does not constitute permission to start access construction work.

Applicant or Agent for Permittee signature	Print name	Date
Brandon Wilson Digitally signed by Brandon Wilson Contact Info: Brandon@SMRocha.com Date: 2024.09.09 20:20:55-06'00'	**Brandon Wilson**	**09/09/2024**

If the applicant is not the owner of the property, we require this application also to be signed by the property owner or their legally authorized representative (or other acceptable written evidence). This signature shall constitute agreement with this application by all owners-of-interest unless stated in writing. If a permit is issued, the property owner, in most cases, will be listed as the permittee.

Property owner signature	Print name	Date
Charles E. Roy	Charles E. Roy, PE	09/17/2024

I. Introduction

Project Overview

This traffic impact study is provided as a planning document and addresses the capacity, geometric, and control requirements associated with the development entitled Starbucks at Pueblo & Mirror.

This traffic impact study has been revised to address CDOT review comments dated April 30, 2024, regarding inclusion of MUTCD traffic signal warrants where applicable, and consideration for right-in/right-out restrictions for Acero Avenue at Pueblo Boulevard.

This proposed commercial development consists of a Starbucks coffee shop with drive-through window. The development is located near the northwest corner of Pueblo Boulevard and Mirror Avenue in Pueblo, Colorado.

Study Area Boundaries

The study area to be examined in this analysis encompasses the Pueblo Boulevard intersections with Mirror Avenue and Acero Avenue and the Beulah Avenue intersections with Mirror Avenue and Acero Avenue and proposed site access.

Figure 1 illustrates location of the site and study intersections.

Site Description

Land for the development is currently vacant and surrounded by a mix of commercial, industrial, and residential land uses.

The proposed development is understood to entail the new construction of an approximate 2,260 square foot Starbucks coffee shop with drive-through window.

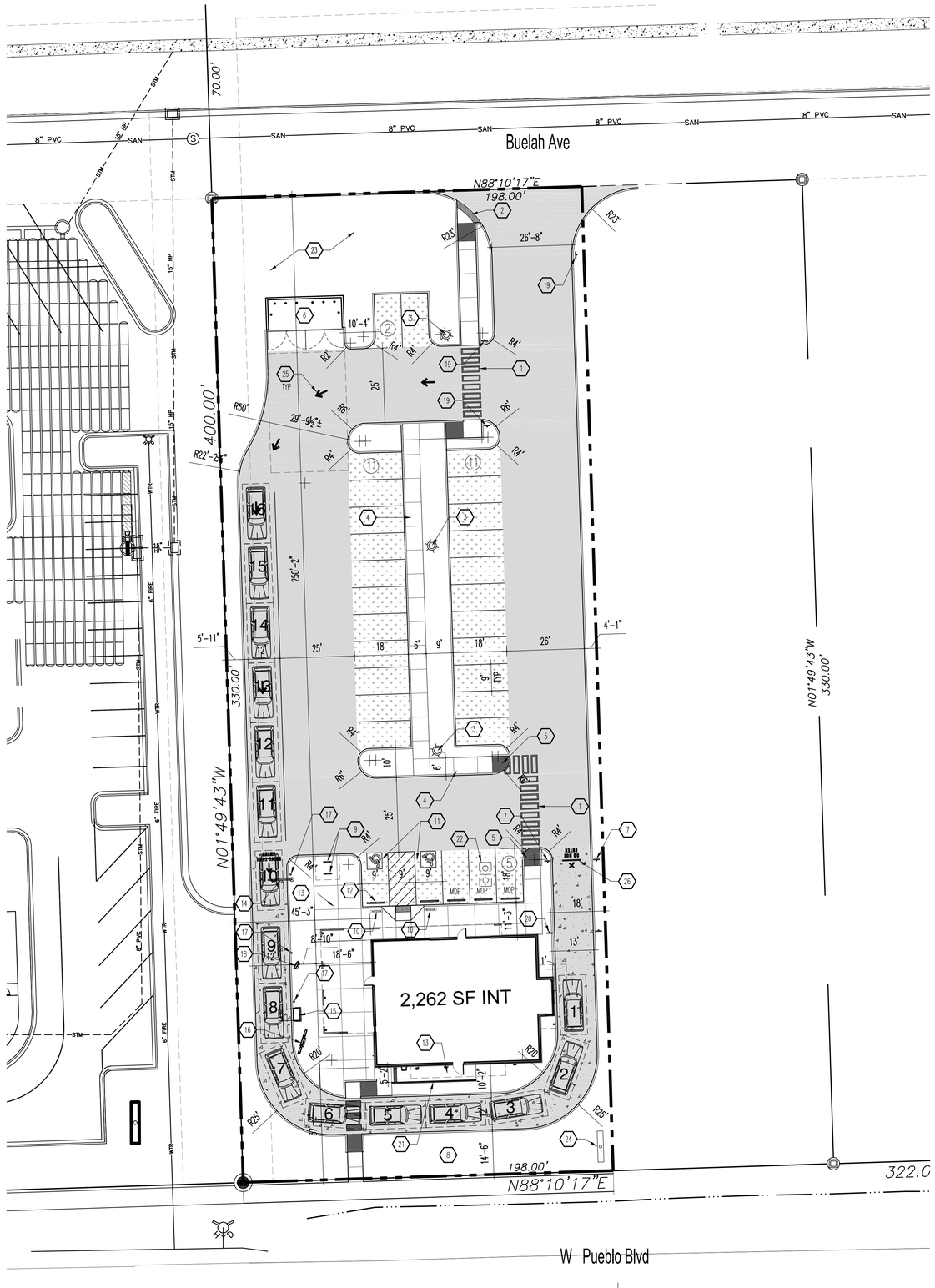
Proposed access to the development is provided via one full-movement access onto Beulah Avenue (referred to as Site Access).

For purposes of this study, it is anticipated that development construction would be completed by end of Year 2026.

General site and access locations are shown on Figure 1.

A site plan, as prepared by Modulus Architects, is shown on Figure 2. This plan is provided for illustrative purposes only.

Exhibit A



A3 OVERALL SITE PLAN
SCALE: 1:20

GENERAL NOTES

A. "C" SERIES SHEETS APPLY TO THE ENTIRE SET OF DRAWINGS.
B. INDICATED DIMENSIONS ARE TO FACE OF FINISH; UNLESS OTHERWISE NOTED.

SITE DATA

ZONING DISTRICT: B-3
OFF STREET PARKING:

KEYED NOTES

1. WALKWAY PAVEMENT MARKING: SEE C5/A1.2.
2. END ISLAND ADA RAMP: SEE A4/A1.1.
3. LIGHT POLE: SEE A5/A1.1.
4. SIDEWALK: SEE B3/A1.1.
5. CURBED RAMP: SEE A1/A1.1.
6. REFUSED ENCLOSURE: SEE B3/A1.3.
7. "DO NOT ENTER" SIGNAGE: SEE B3/A1.2.
8. LANDSCAPING AREA.
9. BIKE RACK: SEE B1/A1.2.
10. ACCESSIBLE SIGNAGE: SEE B4/A1.2.
11. ACCESSIBLE PARKING: SEE A1/A1.2 AND A3/A1.2 FOR "VAN" ACCESSIBLE PARKING SPACE.
12. WHEEL STOP: SEE B5/A1.2; TYPICAL OF (3).
13. TURNDOWN SIDEWALK: SEE B2/A1.1.
14. CLEARANCE BAR: SEE B3/A501.
15. PRE-MENU: SEE C1/A501.
16. ORDER STATION: SEE A4/A501.
17. NON-ILLUMINATED BOLLARD: SEE B1/A501.
18. DTE/DOS STATION: SEE A3/A501.
19. DRIVE-THRU ARROW SIGNAGE: SEE B2/A501.
20. STARBUCKS "THANK YOU/EXIT ONLY" FREESTANDING SIGN.
21. 6'-0" WALL TO CONCEAL BOH, TRASH, AND UTILITIES. CONSTRUCTED FROM CMU BLOCK OR BUILT WITH METAL POSTS & SCREENS.
22. GREASE INTERCEPTOR LOCATION.
23. SUBSURFACE PONDING AREA.
24. LOCATION OF MONUMENT AND PYLON SIGN.
25. DIRECTIONAL PAVEMENT MARKING: SEE A2/A1.3.
26. "DO NOT ENTER" PAVEMENT MARKING: SEE A1/A1.3.

GRAPHIC LEGEND

6" THICK NORMAL WEIGHT REINFORCED CONCRETE PAVING.

HEAVY DUTY ASPHALT: SEE A5/A1.3.

LIGHT DUTY ASPHALT: SEE A3/A1.3.

(X) NUMBER OF PROVIDED PARKING SPACES.

PROPOSED COFFEE SHOP WITH DRIVE-THRU PARKING CALCULATION

USE/PARKING REQUIREMENT	TOTALS
BUILDING SIZE	2,262 GSG
PARKING REQUIRED	10 SPACE + 1 SPACE/250 GSF ABOVE 2,500SF
HC PARKING REQUIRED	1 SPACE
HC PARKING PROVIDED	2 SPACES
BIKE SPACES REQUIRED	2 SPACES
BIKE SPACES PROVIDED	2 SPACES
TOTAL PARKING REQUIRED	10 SPACES (TOTAL)
TOTAL PARKING PROVIDED	29 SPACES (TOTAL)

REV	DATE	BY	REVISION
1			
2			
3			
4			
5			
6			

MODULUS ARCHITECTS
8220 SAN PEDRO DR. NE, SUITE 520
ALBUQUERQUE, NEW MEXICO 87113
PHONE (505) 338-1499 FAX (505) 338-1498

STATE OF COLORADO
I Stephen Aaron Dunbar 405806
LICENSED ARCHITECT
20 Mar 2024

PROJECT TITLE: STARBUCKS – PUEBLO
PUEBLO BLVD & MIRROR
PUEBLO, CO 81004

PROJECT MANAGER: ROBERT DOYLE
JOB NO. 98-PUEBLO
DRAWN BY: DTN
SHEET TITLE: OVERALL SITE PLAN

DATE: 20 Mar 2024
SCALE: AS NOTED
sheet- AS100 of-

224097 North Leg Connection Acero Avenue & SH 045 MP 1.045 City of Pueblo

Exhibit A



Legend

Find Route Point

- Override 1
- Find Route Line
- Milepoints

Highways: Access Categories

- FW: Interstate System; Freeway Facils
- EX: Expressway, Major Bypass
- RA: Regional Highway
- RB: Rural Highway
- NRA: Non-Rural Principal Highway
- NRB: Non Rural Arterial
- NRC: Non Rural Arterial
- Highways
- Major Roads
- Local Roads
- Rail Lines
- CDOT ROW Boundaries
- Counties

Created:

Date: 10/2/2024

Time: 1:25:29 PM

N W E S

0 0.03 0.06 0.09

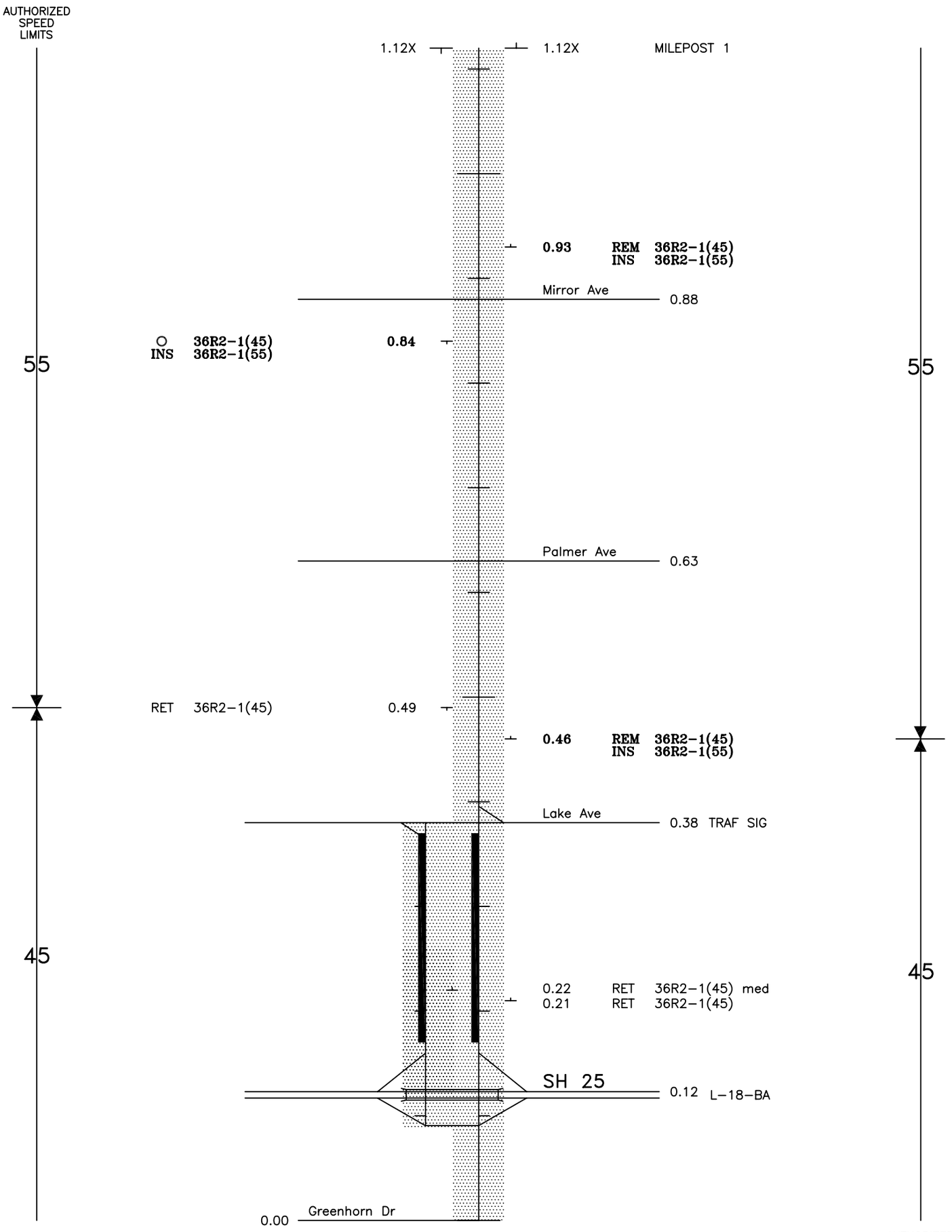
mi

1:4,514

COLORADO DEPARTMENT OF TRANSPORTATION

AUTHORIZED SPEED LIMITS AND RECOMMENDED TRAFFIC CONTROL DEVICES

Exhibit A



880.045.01 Begins at Greenhorn Dr

S

N

O MISSING DO NOT REINSTALL
*MISSING ON 11-17-05
SIGNLOG ON 11-17-05

Traffic Engineer

Date:

SH 45 IS PUEBLO BLVD IN PUEBLO CL	FILE	MEMO	SHEET	Implemented with changes as marked Date: By:
	880.045.01	6450	1	

SH 45 FROM SH 25 IN S PUEBLO TO SH 50 W/O PUEBLO

SUPERSEDES SHEET 1, MEMO 5880, 10-31-95

Version 96.11.1
Drawn By: JDC

COLORADO DEPARTMENT OF TRANSPORTATION Environmental Clearances Information Summary

Exhibit A

PURPOSE - This summary is intended to inform entities external to CDOT that may be entering the state highway right-of-way to perform work related to their own facilities (such as Utility, Special Use or Access Permittees), about some of the more commonly encountered environmental permits/clearances that may apply to their activities. This listing is not all-inclusive - additional environmental or cultural resource permits/clearances may be required in certain instances. Appropriate local, state and federal agencies should be contacted for additional information if there is any uncertainty about what permits/clearances are required for a specific activity. **IMPORTANT – Please Review The Following Information Carefully – Failure to Comply With Regulatory Requirements May Result In Suspension or Revocation of Your CDOT Permit, Or Enforcement Actions By Other Agencies.**

CLEARANCE CONTACTS - As indicated in the permit/clearance descriptions listed below, the following individuals or agencies may be contacted for additional information:

- Colorado Department of Public Health and Environment (CDPHE): General Information – (303) 692-2035
  Water Quality Control Division (WQCD): (303) 692-3500
  Environmental Permitting Website https://www.colorado.gov/pacific/cdphe/all-permits
- CDOT Water Quality Program Manager: (303) 757-9343 https://www.codot.gov/programs/environmental/water-quality
- CDOT Asbestos Project Manager: Phil Kangas, (303) 512-5519
- Colorado Office of Archaeology and Historic Preservation: (303) 866-5216
- U.S. Army Corps of Engineers, District Regulatory Offices: Omaha District (NE CO), Denver Office (303) 979-4120
  http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Colorado.aspx
  Sacramento Dist. (Western CO), Grand Junction Office (970) 243-1199
  http://www.spk.usace.army.mil/Missions/Regulatory.aspx Albuquerque
  District (SE CO), Pueblo Office (719)-543-9459
  http://www.spa.usace.army.mil/Missions/RegulatoryProgramandPermits.aspx
- CDOT Utilities, Special Use and Access Permitting: (303) 757-9654 https://www.codot.gov/business/permits

Wildlife Resources - Disturbance of wildlife shall be avoided to the maximum extent practicable. Entry into areas of known or suspected threatened or endangered species habitat will require special authorization from the CDOT permitting office. If any threatened or endangered species are encountered during the progress of the permitted work, work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Information about threatened or endangered species may be obtained from the CDOT website, http://www.codot.gov/programs/environmental/wildlife/guidelines, or the Colorado Parks and Wildlife (CPW) website, http://www.cpw.state.co.us/learn/Pages/SOC-ThreatenedEndangeredList.aspx. Additional guidance may be provided by the appropriate Region Planning and Environmental Manager (RPEM).

Cultural Resources - The applicant must request a file search of the permit area through the Colorado Office of Archaeology and Historic Preservation (OAHP), Denver, to ascertain if historic or archaeological resources have previously been identified (http://www.historycolorado.org/oahp/file-search). Inventory of the permit area by a qualified cultural resources specialist may be necessary, per the recommendation of CDOT. If archaeological sites/artifacts or historic resources are known to exist prior to the initiation of the permitted work or are encountered as the project progresses, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office and RPEM. ***Contact Information:*** Contact the OAHP for file searches at (303) 866-5216.

Paleontological Resources - The applicant must request a fossil locality file search through the University of Colorado Museum, Boulder (https://cumuseum.colorado.edu/research/paleontology/vertebrates/policies), and the Denver Museum of Nature and Science (http://www.dmns.org/science/collections/earth-science-collections/) to ascertain if paleontological resources have been previously identified in or near the permit area. Inventory of the permit area by a qualified paleontologist may be necessary, per the recommendation of CDOT. If fossils are encountered during the permitted work, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office in the Permit Special Provisions. ***Contact Information:*** See the museum websites listed above for Paleontological Collections Manager contact information. Contact the CDOT Paleontologist for further information at nicole.peavey@state.co.us or (303) 7579632. The CDOT Paleontologist will not conduct a comprehensive file search independently of the museums.

Hazardous Materials, Solid Waste - The Solid Wastes Disposal Sites and Facilities Act C.R.S. 30-20-100, et al, and Regulations Pertaining to Solid Waste Disposal Sites and Facilities (6 CCR 1007-2), prohibit solid waste disposal without an approved Certificate of Designation (a landfill permit). The Colorado Hazardous Waste Act C.R.S. 25-15-301 et al, and the Colorado Hazardous Waste Regulations (6 CCR 1007-3) prohibit the transfer, storage or disposal (TSD) of hazardous waste except at permitted TSD sites. There are no permitted landfills or TSD sites within the State Highway Right of Way. Therefore, all solid or hazardous wastes that might be generated by the activities of entities entering the State Highway Right of Way must be removed from the ROW and disposed of at a permitted facility or designated collection point (e.g., for solid waste, a utility or construction company's own dumpster). If pre-existing solid waste or hazardous materials contamination (including oil or petroleum contaminated soil, asbestos, chemicals, mine tailings, etc.) is encountered during the performance of work, the permittee shall halt work in the affected area and immediately contact the CDOT Regional Permitting Office for direction as to how to proceed. ***Contact Information:*** Theresa Santangelo-Dreiling, CDOT Hazardous Materials Management Supervisor: (303) 512-5524.

Asbestos Containing Materials, Asbestos Contaminated Soil - All work on asbestos containing materials (ACM) must comply with the applicable requirements of the CDPHE Air Pollution Control Division's (APCD) Regulation 8. Disposal of ACM, and work done in asbestos-contaminated soil, must comply with the CDPHE Hazardous Materials and Waste Management Division's (HMWMD) Solid

Exhibit A

Waste Regulations. The application for any CDOT permit must specifically identify any ACM involved in the work for which authorization is being requested. Additional guidance or requirements may be specified in the permit special provisions. ***Contact Info:*** CDPHE APCD and HMWMD Regulations can be accessed via the CDPHE Environmental Permitting Website listed above. Additional information **concerning clearance on CDOT projects** is available from the CDOT Asbestos Project Manager (303) 5125519, or Theresa Santangelo-Dreiling, Hazardous Materials Management Supervisor: (303) 512-5524.

Transportation of Hazardous Materials - No person may offer or accept a hazardous material for transportation in commerce unless that person is registered in conformance with the United States Department of Transportation regulations at 49 CFR, Part 171. The hazardous material must be properly classed, described, packaged, marked, labeled, and in condition for shipment as required or authorized by applicable requirements, or an exemption, approval or registration has been issued. Vehicles requiring a placard, must obtain authorization and a State HAZMAT Permit from the Colorado Public Utilities Commission. ***Contact Information:*** For authorization and more info call the Federal Motor Safety Carrier Administration, US DOT for inter- and intra-state HAZMAT Registration (303) 969-6748. Colorado Public Utilities Commission: (303) 894-2868.

Discharge of Dredged or Fill Material – 404 Permits Administered By the U.S. Army Corps of Engineers, and Section 401 Water Quality Certifications Issued by the CDPHE WQCD - Corps of Engineers 404 permits are required for the discharge of dredged or fill materials into waters of the United States, including wetlands. There are various types of 404 permits, including nationwide permits, which are issued for activities with relatively minor impacts. For example, there is a nationwide permit for utility line activities (nwp #12). Depending upon the specific circumstances, it is possible that either a "general" or "individual" 404 permit would be required. If an individual 404 permit is required, section 401 water quality certification from the CDPHE WQCD is also required. Contact the appropriate Corps District Regulatory Office for information about what type of 404 permit may be required (contact information above). Contact the CDPHE Water Quality Control Division at (303) 692-3500.

Working on or in any stream or its bank - In order to protect and preserve the state's fish and wildlife resources from actions that may obstruct, diminish, destroy, change, modify, or vary a natural existing stream or its banks or tributaries, it may be necessary to obtain a Senate Bill 40 certification from the Colorado Department of Natural Resources. A stream is defined as 1) represented by a solid blue line on USGS 7.5' quadrangle maps; and/or 2) intermittent streams providing live water beneficial to fish and wildlife; and/or 3) segments of streams supporting 25% or more cover within 100 yards upstream or downstream of the project; and/or 4) segments of streams having wetlands present within 200 yards upstream or downstream of the project measured by valley length. The CPW application, as per guidelines agreed upon by CDOT and CPW, can be accessed at https://www.codot.gov/programs/environmental/wildlife/guidelines.

Stormwater Construction Permit (SCP) and Stormwater Discharge From Industrial Facilities - Discharges of stormwater runoff from construction sites disturbing one acre or more - or certain types of industrial facilities, such as concrete batch plants - require a CDPS Stormwater Permit. ***Contact Information:*** Contact the CDPHE Water Quality Control Division at (303) 692-3500. Website: https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits and https://colorado.gov/pacific/cdphe/wq-commerce-andindustry-permits.

Construction Dewatering (Discharge or Infiltration) and Remediation Activities - Discharges of water encountered during excavation or work in wet areas may require a Construction Dewatering or Remediation Activities Discharge Permit. ***Contact Information:*** For Construction Dewatering and Remediation Activities Discharge Permits, contact the CDPHE WQCD at (303) 6923500. For Applications and Instructions (CDPHE website): https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits.

Municipal Separate Storm Sewer System (MS4) Discharge Permit - Discharges from the storm sewer systems of larger municipalities, and from the CDOT highway drainage system that lies within those municipalities, are subject to MS4 Permits issued by the CDPHE WQCD. For facilities that lie within the boundaries of a municipality that is subject to an MS4 permit, the owner of such facility should contact the municipality regarding stormwater related clearances that may have been established under that municipality's MS4 permit. All discharges to the CDOT highway drainage system or within the Right of Way (ROW) must comply with the applicable provisions of the Colorado Water Quality Control Act, the Water Quality Control Commission (WQCC) Regulations (https://www.colorado.gov/pacific/cdphe/wqcc-regulations-and-policies-and-water-quality-statutes) and the CDOT MS4 Permit # COS000005 (https://www.codot.gov/programs/environmental/water-quality/documents). Discharges are subject to inspection by CDOT and CDPHE. Contact the CDPHE Water Quality Control Division at (303) 692-3500 for a listing of municipalities required to obtain MS4 Permits, or go to https://www.colorado.gov/pacific/cdphe/wq-municipal-ms4-permits. For CDOT-related MS4 regulations, go to: https://www.codot.gov/programs/environmental/water-quality/stormwater-programs.html.

General Prohibition – Discharges - All discharges are subject to the provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations. Prohibited discharges include, but are not limited to, substances such as wash water, paint, automotive fluids, solvents, oils or soaps and sediment. ***Contact Information:*** Contact the CDPHE Water Quality Control Division at (303) 692-3500.

General Authorization - Allowable Non-Stormwater Discharges - Unless otherwise identified by CDOT or the WQCD as significant sources of pollutants to the waters of the State, the following discharges to stormwater systems are allowed without a Colorado Discharge Permit System permit: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, uncontaminated springs, footing drains, water line flushing, flows from riparian habitats and wetlands, and flow from firefighting activities. Allowable non-stormwater discharges can be found under Illicit Discharge PDD at: https://www.codot.gov/programs/environmental/water-quality/stormwater-programs.html. ***Contact Information:*** The CDPHE Water Quality Control Division (telephone #'s listed above).

Erosion and Sediment Control Practices - For activities requiring a Stormwater Construction Permit, erosion control requirements will be specified in that permit. In situations where a stormwater permit is not required, all reasonable measures should be taken to minimize erosion and sedimentation according to CDOT Standard Specifications 107.25, 208, 213 and 216 (https://www.codot.gov/business/designsupport/2011-construction-specifications/2011-Specs/2011-specs-book). All disturbances require a stabilization plan, native seeding or landscape design plan according to applicable CDOT Standard Specifications 212-217 and 623. The CDOT Erosion Control and Stormwater Quality Guide (available from the Bid Plans Office at (303) 757-9313) should be used to design erosion controls and restore disturbed vegetation.

Disposal of Drilling Fluids - Drilling fluids used in operations such as Horizontal Directional Drilling may be classified as "discharges" or "solid wastes," and in general, should be pumped or vacuumed from the construction area, removed from the State Highway Right of Way, and disposed of at permitted facilities that specifically accept such wastes. Disposal of drilling fluids into storm drains, storm sewers, roadside ditches or any other type of man-made or natural waterway is prohibited by Water Quality Control and/or Solid Waste regulations. Small quantities of drilling fluid solids (less than 1 cubic yard of solids) may be left on-site after either being separated from fluids or after infiltration of the water, provided: 1) the drilling fluid consists of only water and bentonite clay, or, if required for proper drilling properties, small quantities of polymer additives that are approved for use in drinking water well drilling; 2) the solids are fully contained in a pit, and are not likely to pose a nuisance to future work in the area, 3) the solids are covered and the area restored as required by CDOT permit requirements (Utility, Special Use, or Access Permits, etc.). ***Contact Information:*** Contact CDPHE (telephone #'s listed above).

Noxious Weeds and Invasive Species Management Plan – Noxious Weeds and Invasive Species guidance can be found by contacting the Colorado Department of Agriculture (https://www.colorado.gov/pacific/agconservation/noxiousweeds) and the Colorado Division of Parks and Wildlife (http://cpw.state.co.us/aboutus/Pages/RS-NoxiousWeeds.aspx). In either case, management plans involving the control of noxious weeds associated with the permitted activity and cleaning of equipment will be required.

Concrete Washout - Waste generated from concrete activities shall NOT be allowed to flow into the drainage ways, inlets, receiving waters, or in the CDOT ROW. Concrete waste shall be placed in a temporary concrete washout facility and must be located a minimum of 50 feet from state waters, drainageways, and inlets. Concrete washout shall only be performed as specified by the CDOT Environmental Program and shall be in accordance to CDOT specifications and guidelines. ***Contact Information****:* Contact CDPHE or find additional information on the CDOT website: https://www.codot.gov/business/designsupport/2011-constructionspecifications/2011-Specs and refer to the specifications and their revisions for sections 101, 107 and 208.

Spill Reporting - Spills shall be contained and cleaned up as soon as possible. Spills shall NOT be washed down into the storm drain or buried. All spills shall be reported to the CDOT Illicit Discharge Hotline at (303) 512-4446 (4H20), as well as the Regional Permitting Office and Regional Maintenance Supervisor. Spills on highways, into waterways, any spill in the highway right-of-way exceeding 25 gallons, or that may otherwise present an immediate danger to the public shall be reported by calling 911, and shall also be reported to the CDPHE at 1-877-518-5608. More information can be found at https://www.colorado.gov/pacific/cdphe/emergencyreporting-line.

About This Form - Questions or comments about this Information Summary may be directed to Dan Roussin, Program Administrator, CDOT Access Management Unit, at (303) 757-9841, daniel.roussin@state.co.us

Exhibit A

Exhibit A

COLORADO
Department of Transportation
Region 2

Traffic & Safety – Access Permits

August 8, 2025

Permit No. **224098**
City of Pueblo

City of Pueblo – Andrew Hayes
230 Mechanic St.
Pueblo, Colorado 81003
P (719) 553-2295 | E ahayes@pueblo.us

SM Rocha LLC – Brandon Wilson
8703 Yates Drive, Suite 210
Westminster, CO 80031
P (303) 458-9798 | E brandon@smrocha.com

Dear Permittee:

1. Please **review** the attached State Highway Access Permit (Form #101) and all enclosed attachments.
2. If you choose **NOT** to act on the permit, please notify the Colorado Department of Transportation (CDOT) within 60 days of the date of this transmittal letter, CDOT will consider this permit withdrawn and reapplication will be required.
3. If you wish to **APPEAL** the Terms and Conditions of the permit, please refer to the attached Form 101, Pages 2 and 3 for an explanation of the appeal procedures.
4. **If you ACCEPT** the Permit and its Terms and Conditions and are authorized to sign as legal owner of the property or as an authorized representative, please sign and date the DocuSign Access Permit form #101 on the line marked "PERMITTEE". Your signature confirms your agreement to all the listed Terms and Conditions. **The file will be returned electronically to the permit Author for final signatures and completion. The executed DocuSign envelope will be returned to you electronically through email once the CDOT permit author has signed, executing the permit**. Keep in mind that a permit does not grant access, permission to construct or perform any work in the CDOT right-of-way. Access and permission to construct will be granted with a Notice to Proceed to construct. This states that we have an agreement to grant access at the given location to you.
5. **Once the digital signature is complete** you will receive a link to pay the permit fee through PayPal. The link is to pay the permit fee of $300.00. If the Permittee is not paying the fee and the fee is being paid by third party, a PayPal link can be requested through your permit author. **If the link is missing contact the permit author and they will send the link via email.**
6. As described in the attached Terms and Conditions, you must make a written request to obtain a Notice to Proceed. **DO NOT** begin any work within the State Highway Right-of-Way without a validated Access Permit and Notice to Proceed. Use of this permit without the Colorado Department of Transportation's validation shall be considered a violation of State Law and the permit will be revoked.

If you have any questions, please contact me at:

Region 2 Traffic Section – Access Permits
Michelle Regalado - Access
5615 Wills Blvd, Suite A
Pueblo, CO 81008
P (719) 251-7804 E michelle.regalado@state.co.us

Exhibit A

COLORADO DEPARTMENT OF TRANSPORTATION

STATE HIGHWAY ACCESS PERMIT

CDOT Permit No. 224098

State Highway No / Mp / Side: 045A / 0.79 / R-N

Permit Fee	Date of Transmittal	Region / Section / Patrol / Name	Local Jurisdiction
$300.00	08/08/2025	2 / 04 / 41 / Buford	Pueblo

The Permittee(s):

City of Pueblo- Andrew Hayes
230 Mechanic St.
Pueblo, CO 81003
P (719) 553-2295 | E ahayes@pueblo.us

The Applicant(s):

SM Rocha, LLC - Brandon Wilson
8703 Yates Dr. Suite 210
Westminster, Colorado 80031
P (303) 458-9798 | E brandon@smrocha.com

is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the Issuing Authority if at any time the permitted access and its use violate any parts of this permit. The issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.

Location: 045A ±1,108-feet east from MP 1 R-N (MP 0.79)
North Leg of the Intersection of Mirror Avenue and State Highway 45A

Access to Provide Service to:

Code	*Land Use*	*AADT*	*PHV_AM*	*PHV_PM*
937	Coffee/Donut Shop w/DTW	1205	139	62
1099	City Street Connection of Acero Avenue to SH045A/ Pueblo Boulevard (north leg of intersection) which includes existing Medical-Dental Office Building, Car Wash & Detail Center, Fast-Food Restaurant w/DTW, and Residential Neighborhood	N/A	220	337
	TOTAL	**N/A**	**359**	**399**

Additional Information: Please see Additional Terms & Conditions

MUNICIPALITY OR COUNTY APPROVAL
Required only when the appropriate local authority retains issuing authority.

Signature	Print Name	Date	Title

Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from Initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.

The permittee shall notify Ron Young with the Colorado Department of Transportation, at (719) 289-8718 at least 48 hours prior to commencing construction within the State Highway right-of-way.

The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.

	Print Name	Date
Permittee Signature:	Andrew Hayes, Dir. of Public Works	8/18/2025
Applicant Signature: (if applicable)	Brandon Wilson	08/18/2025

This permit is not valid until signed by a duly authorized representative of the Department.
COLORADO DEPARTMENT OF TRANSPORTATION

Signature	Print Name	Title	Date (of issue)

Copy Distribution: Required: 1.Region 2.Applicant 3.Staff Access Section 4.Central Files
Make copies as necessary for: Local Authority Inspector MTCE Patrol Traffic Engineer

Previous editions are obsolete and may not be used

State Highway Access Permit
Form 101, Page 2

The following paragraphs are excerpts of the State Highway Access Code. These are provided for your convenience but do not alleviate compliance with all sections of the Access Code. A copy of the State Highway Access Code is available from your local issuing authority (local government) or the Colorado Department of Transportation (Department). When this permit was issued, the issuing authority made its decision based in part on information submitted by the applicant, on the access category which is assigned to the highway, what alternative access to other public roads and streets is available, and safety and design standards. Changes in use or design not approved by the permit or the issuing authority may cause the revocation or suspension of the permit.

APPEALS

1. Should the permittee or applicant object to the denial of a permit application by the Department or object to any of the terms or conditions of a permit placed there by the Department, the applicant and permittee (appellant) have a right to appeal the decision to the [Transportation] Commission [of Colorado]. To appeal a decision, submit a request for administrative hearing to the Transportation Commission of Colorado within 60 days of transmittal of notice of denial or transmittal of the permit for signature. Submit the request to the Transportation Commission of Colorado, 4201 East Arkansas Avenue, Denver, Colorado 80222-3400. The request shall include reasons for the appeal and may include changes, revisions, or conditions that would be acceptable to the permittee or applicant.

2. Any appeal by the applicant or permittee of action by a local issuing authority shall be filed with the local authority and be consistent with the appeal procedures of the local authority.

3. In submitting the request for administrative hearing, the appellant has the option of including within the appeal a request for a review by the Department's internal administrative review committee pursuant to [Code] subsection 2.10. When such committee review is requested, processing of the appeal for formal administrative hearing, 2.9(5) and (6), shall be suspended until the appellant notifies the Commission to proceed with the administrative hearing, or the appellant submits a request to the Commission or the administrative law judge to withdraw the appeal. The two administrative processes, the internal administrative review committee, and the administrative hearing, may not run concurrently.

4. Regardless of any communications, meetings, administrative reviews or negotiations with the Department or the internal administrative review Committee regarding revisions or objections to the permit or a denial, if the permittee or applicant wishes to appeal the Department's decision to the Commission for a hearing, the appeal must be brought to the Commission within 60 days of transmittal of notice of denial or transmittal of the permit.

PERMIT EXPIRATION

1. A permit shall be considered expired if the access is not under construction within one year of the permit issue date or before the expiration of any authorized extension. When the permittee is unable to commence construction within one year after the permit issue date, the permittee may request a one year extension from the issuing authority. No more than two one-year extensions may be granted under any circumstances. If the access is not under construction within three years from date of issue the permit will be considered expired. Any request for an extension must be in writing and submitted to the issuing authority before the permit expires. The request should state the reasons why the extension is necessary, when construction is anticipated, and include a copy of page 1 (face of permit) of the access permit. Extension approvals shall be in writing. The local issuing authority shall obtain the concurrence of the Department prior to the approval of an extension, and shall notify the Department of all denied extensions within ten days. Any person wishing to reestablish an access permit that has expired may begin again with the application procedures. An approved Notice to Proceed, automatically renews the access permit for the period of the Notice to Proceed.

CONSTRUCTION

1. Construction may not begin until a Notice to Proceed is approved. (Code subsection 2.4]

2. The construction of the access and its appurtenances as required by the terms and conditions of the permit shall be completed at the expense of the permittee except as provided in subsection 2.14. All materials used in the construction of the access within the highway right-of-way or on permanent easements, become public property. Any materials removed from the highway right-of-way will be disposed of only as directed by the Department. All fencing, guard rail, traffic control devices and other equipment and materials removed in the course of access construction shall be given to the Department unless otherwise instructed by the permit or the Department inspector.

3. The permittee shall notify the individual or the office specified on the permit or Notice to Proceed at least two working days prior to any construction within state highway right-of-way. Construction of the access shall not proceed until both the access permit and the Notice to Proceed are issued. The access shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation of construction within the highway right-of-way. A construction time extension not to exceed 30 working days may be requested from the individual or office specified on the permit.

4. The issuing authority and the Department may inspect the access during construction and upon completion of the access to ensure that all terms and conditions of the permit are met. Inspectors are authorized to enforce the conditions of the permit during construction and to halt any activities within state right-of-way that do not comply with the provisions of the permit, that conflict with concurrent highway construction or maintenance work, that endanger highway property, natural or cultural resources protected by law, or the health and safety of workers or the public.

5. Prior to using the access, the permittee is required to complete the construction according to the terms and conditions of the permit. Failure by the permittee to abide by all permit terms and conditions shall be sufficient cause for the Department or issuing authority to initiate action to suspend or revoke the permit and close the access. If in the determination of the Department or issuing authority the failure to comply with or complete the construction requirements of the permit create a highway safety hazard, such shall be sufficient cause for the summary suspension of the permit. If the permittee wishes to use the access prior to completion, arrangements must be approved by the issuing authority and Department and included in the permit. The Department or issuing authority may order a halt to any unauthorized use of the access pursuant to statutory and regulatory powers. Reconstruction or improvement of the access may be required when the permittee has failed to meet required specifications of design or materials. If any construction element fails within two years due to improper construction or material specifications, the permittee shall be responsible for all repairs. Failure to make such repairs may result in suspension of the permit and closure of the access.

6. The permittee shall provide construction traffic control devices at all times during access construction, in conformance with the M.U.T.C.D. as required by section 42-4-104, C.R.S., as amended.

7. A utility permit shall be obtained for any utility work within highway right-of-way. Where necessary to remove, relocate, or repair a traffic control device or public or private utilities for the construction of a permitted access, the relocation, removal or repair shall be accomplished by the permittee without cost to the Department or issuing authority, and at the direction of the Department or utility company. Any damage to the state highway or other public right-of-way beyond that which is allowed in the permit shall be repaired immediately. The permittee is responsible for the repair of any utility damaged in the course of access construction, reconstruction or repair.

8. In the event it becomes necessary to remove any right-of-way fence, the posts on either side of the access shall be securely braced with an approved end post before the fence is cut to prevent any slacking of the remaining fence. All posts and wire removed are Department property and shall be turned over to a representative of the Department.

9. The permittee shall ensure that a copy of the permit is available for review at the construction site at all times. The permit may require the contractor to notify the individual or office specified on the permit at any specified phases in construction to allow the field inspector to inspect various aspects of construction such as concrete forms, subbase, base course compaction, and materials specifications. Minor changes and additions may be ordered by the Department or local authority field inspector to meet unanticipated site conditions.

10. Each access shall be constructed in a manner that shall not cause water to enter onto the roadway or shoulder, and shall not interfere with the existing drainage system on the right-of-way or any adopted municipal system and drainage plan.

11. By accepting the permit, permittee agrees to save, indemnify, and hold harmless to the extent allowed by law, the issuing authority, the Department, its officers, and employees from suits, actions, claims of any type or character brought because of injuries or damage sustained by any person resulting from the permittee's use of the access permit during the construction of the access.

CHANGES IN ACCESS USE AND PERMIT VIOLATIONS

1. It is the responsibility of the property owner and permittee to ensure that the use of the access to the property is not in violation of the Code, permit terms and conditions or the Act. The terms and conditions of any permit are binding upon all assigns, successors-in-interest, heirs and occupants. If any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume and or vehicle type, the permittee or property owner shall contact the local issuing authority or the Department to determine if a new access permit and modifications to the access are required.

2. When an access is constructed or used in violation of the Code, section 43-2-147(5)(c), C.R.S., of the Act applies. The Department or issuing authority may summarily suspend an access permit and immediately order closure of the access when its continued use presents an immediate threat to public health, welfare or safety. Summary suspension shall comply with article 4 of title 24, C.R.S.

MAINTENANCE

1. The permittee, his or her heirs, successors-in-interest, assigns, and occupants of the property serviced by the access shall be responsible for meeting the terms and conditions of the permit, the repair and maintenance of the access beyond the edge of the roadway including any cattle guard and gate, and the removal or clearance of snow or ice upon the access even though deposited on the access in the course of Department snow removal operations. Within unincorporated areas the Department will keep access culverts clean as part of maintenance of the highway drainage system. However, the permittee is responsible for the repair and replacement of any access-related culverts within the right-of-way. Within incorporated areas, drainage responsibilities for municipalities are determined by statute and local ordinance. The Department will maintain the roadway including auxiliary lanes and shoulders, except in those cases where the access installation has failed due to improper access construction and/or failure to follow permit requirements and specifications in which case the permittee shall be responsible for such repair. Any significant repairs such as culvert replacement, resurfacing, or changes in design or specifications, requires authorization from the Department.

Exhibit A

TERMS & CONDITIONS

Access Permit No: 224098
Permittee: City of Pueblo / Andrew Hayes
Applicant: SM Rocha, LLC / Brandon Wilson

August 8, 2025
045A & Mirror, MP 0.79, R-N
City of Pueblo

1. **READ ALL STANDARD REQUIREMENTS ON THE ATTACHED FORM 101 AND OTHER TERMS AND CONDITIONS ON THESE ATTACHED SHEETS.**

2. This Permit hereby replaces all previous access permit(s) for this ownership, which now become null and void including Access Permit 202099 issued November 2022.

3. A NOTICE TO PROCEED TO CONSTRUCTION, CDOT Form 1265, is required before beginning the construction of the access or use of the access. Prior to NOTICE TO PROCEED issuance, the Permittee shall provide all documents required of these terms & conditions, including, but not limited to, the following:

    a. A written request for a NOTICE TO PROCEED that includes the access permit number
    b. A copy of the final recorded plats – Lakeshore Estates Nos. 1-3 and Rearrangement of Property Boundaries in Lots 1 and 2 of Lakeshore Estates Filing No 3
    c. See #15.

4. The purpose of this Access Permit is issued to re-permit an existing access to State Highway **045A** for a change in use of the property in terms of access operation, traffic volume and/or vehicle type and allow improvements to be made to the access.

    The access will serve the north leg connection of Mirror Avenue, a City of Pueblo maintained roadway/street, to SH045A (Pueblo Boulevard).

    This access permit was prompted by a new commercial development of a coffee shop with drive thru dba Starbucks Coffee Company located at 2173 W Pueblo Blvd, Lot # 1 of the Lakeshore Estates, Filing No 3 subdivision, parcel # 1514314006, 1.47 acres.

    The access will serve city street, Mirror Avenue including:
    a) Medical Office (Kaiser Permanente)
    b) Automated Car Wash (Express Car Wash)
    c) Fast Food Restaurant w/DTW (Culver's)
    d) Coffee/Donut Shop w/ DTW (Starbucks)
    e) Existing Residential Neighborhood (Laredo at Parkside)

5. The access is located on the **right/north** side of State Highway **045A**, a distance of ±1,108-feet east from milepost 1 (one) (MP 0.79) city street Mirror Avenue in the City of Pueblo.

6. This section of State Highway **045A** is a Category **NR-A** highway with a posted speed limit of 55 MPH.

TERMS & CONDITIONS

Access Permit No: 224098
Permittee: City of Pueblo / Andrew Hayes
Applicant: SM Rocha, LLC / Brandon Wilson

August 8, 2025
045A & Mirror, MP 0.79, R-N
City of Pueblo

7. The Annual Average Daily Traffic (AADT) volumes and Peak Hour Volumes (PHV) using this access shall not exceed the following:

Code	*Land Use*	*AADT*	*PHV_AM*	*PHV_PM*
937	Coffee/Donut Shop w/DTW	1205	139	62
1099	City Street Connection of Mirror Avenue to SH045A/ Pueblo Boulevard (north leg of intersection) which includes existing Medical-Dental Office Building, Car Wash & Detail Center, Fast-Food Restaurant w/DTW, and Residential Neighborhood	N/A	220	337
	TOTAL	**N/A**	**359**	**399**

8. If in the future, the traffic volumes increase by greater than 20% of the permitted number and/or any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume and or vehicle type, the Permittee or current property owner is required to apply for a new Access Permit and may be required to construct highway improvements.

9. This access will be allowed **full movement** (right in, right out, left in, left out).

10. The access width shall be **48-feet** measured at the right-of-way line. The access width shall be measured exclusive of the radii, flares, curb, gutter, and any median. Only the travel portion of the access is measured.

11. The following criteria and documents were used to establish this Access Permit:

    a. The Application for Access Permit (CDOT Form 137) signed by the permittee on 09/17/2024 and accepted on 09/25/2024
    b. All attachments included with the application
    c. State Highway Access Code, Volume 2, CCR-601-1; Effective date March 2002
    d. The State Highway Access Category Assignment Schedule, as revised
    e. The Colorado Department of Transportation (CDOT) M&S Standard Plans
    f. The Colorado Department of Transportation (CDOT) Standard Specifications
    g. Vicinity Map
    h. Approved Drainage Report, signed and sealed by Joseph A Jesik, PE #39781, dated 02/16/2024
    i. Approved Traffic Report, signed and sealed by Frederick C Lantz, PE # 23410, dated 09/25/2024.
    j. Starbucks Fair Share Escrow Calculation- new traffic signal at Pueblo Blvd & Mirror Ave.

12. No additional access will be allowed to right/north side of State Highway **045A** between Acero Avenue (milepost 1.043) and Gretna Avenue (milepost **0.64**).

    Physical separation and delineation along a property frontage such as curb and gutter or fencing, may be required when necessary to ensure that access will be limited to permitted locations.

Exhibit A

TERMS & CONDITIONS

Access Permit No: 224098
Permittee: City of Pueblo / Andrew Hayes
Applicant: SM Rocha, LLC / Brandon Wilson

August 8, 2025
045A & Mirror, MP 0.79, R-N
City of Pueblo

13. This Access Permit is issued in accordance with the 2002 State Highway Access Code (2CCR 601-1) and is based in part upon the information submitted by the Permittee. This Access Permit is only for the use and purpose stated in the Application and on the Permit. Any changes, based upon existing and/or anticipated future conditions in traffic volumes, drainage, types of traffic, or other operational aspects may render this permit void, requiring a new Application for Access Permit to be submitted for review by the Department and/or Issuing Authority.

14. By accepting this permit, the Permittee agrees to save, indemnify, and hold harmless to the extent allowed by law, the Issuing Authority, the Department, its officers, and employees from suits, actions, claims of any type or character brought because of injuries or damage sustained by any person resulting from the Permittee's use of the Access Permit during the construction of the access.

15. A traffic signal at the intersection of State Highway 045A (Pueblo Blvd) and Mirror Ave is warranted with this permit. Typically, any highway improvements are to be designed and constructed by the Permittee at no cost to the Department; however, design of this traffic signal has been completed by CDOT; therefore, the following is required:

    a. Installation of the traffic signal and improvements to accommodate the signalization at the intersection of State Highway 045A (Pueblo Blvd) and Mirror Ave in accordance with the provided CDOT design.

    For construction of the improvements, Sections 26 thru 78 of the Terms and Conditions of State Highway Access Permit #224097 shall apply.

    Any highway improvements shall be designed (other than noted above) and constructed by the Permittee at no cost to the Department. Failure by the Permittee to provide such warranted improvements may result in the revoking of the Access Permit and closure of the access approach.

16. Additional Department permits are required for work involving all utilities and landscaping within the right-of-way.

17. The Permittee is responsible for obtaining any necessary additional federal, state and/or local government agency permits or clearances required for construction of the access. Approval of this Access Permit does not constitute verification of this action by the Permittee.

18. The Permittee is hereby advised that other utilities may exist within the proposed permit area and shall implement all measures to protect any existing utilities from damage.

19. Any damage to existing highway facilities shall be repaired immediately at no cost to the Department and prior to continuing other work. Any mud or other material tracked or otherwise deposited on the roadway shall be removed daily or as ordered by the Department Inspector.

20. The Permittee is required to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) that have been adopted by the U.S. Architectural and Transportation Barriers Compliance Board (Access Board) and incorporated by the U.S. Attorney General as a federal standard. These guidelines are defining traversable slope requirements and prescribing the use of a defined pattern of truncated domes as detectable warnings at street crossings. The new Standards Plans and can be found on the Design and Construction Project Support web page at: https://www.codot.gov/business/designsupport/standard-plans.

Exhibit A

TERMS & CONDITIONS

Access Permit No: 224098
Permittee: City of Pueblo / Andrew Hayes
Applicant: SM Rocha, LLC / Brandon Wilson

August 8, 2025
045A & Mirror, MP 0.79, R-N
City of Pueblo

21. The local jurisdiction may have established by ordinance or resolution more stringent design standards and/or require additional permitting. The more stringent standards shall apply.

22. Backing maneuvers within and into the State Highway right-of-way are strictly prohibited. All vehicles shall enter and exit the highway right-of-way in a forward movement. Backing into the right-of-way shall be considered a violation of the Terms and Conditions of the Access Permit and may result in the revocation of the Permit by the Department and/or Issuing Authority.

23. The Permittee shall maintain adequate, unobstructed sight distance in both directions from the access. When determining the distance between accesses, the point of tangent shall be used where a radius is present, or the beginning of the curb cut. The minimum sight distance that shall be maintained along the highway for the access shall be 450-feet. The minimum sight distance that shall be maintained for the vehicle entering the highway shall be 825-feet.

24. Any landscaping or potentially obstructing objects such as but not limited to advertising signs, structures, trees, bushes, and landscape elements shall be designed, placed, and maintained at a height not to interfere with the sight distance needed by any vehicle using the access. No vertical elements are allowed within the clear zone as determined by the Department. The Department will require any object or landscaping to be maintained. If the objects are deemed by the Department to be a traffic hazard, it shall be removed by the Permittee at no cost to the Department.

25. The Department retains the right to perform any necessary maintenance work in this area.

CONTACT INFORMATION

CDOT Access Unit
Ron Young, Access Inspector
(719) 289-8718
ronaldr.young@state.co.us

CDOT Right-of-Way Unit
TJ Thiebaut, Real Estate Specialist
(719) 546-5413
thomas.thiebaut@state.co.us

CDOT Survey Unit
Greg Jones, Professional Land Surveyor
(719) 248-9045
gregorya.jones@state.co.us

Exhibit A

COLORADO DEPARTMENT OF TRANSPORTATION

STATE HIGHWAY ACCESS PERMIT APPLICATION

Issuing authority application acceptance date:

Instructions: **Please print or type**

- Contact the Colorado Department of Transportation (CDOT) or your local government to determine your issuing authority.
- Contact the issuing authority to determine what plans and other documents are required to be submitted with your application.
- Complete this form (some questions may not apply to you) and attach all necessary documents and Submit it to the issuing authority.
- Submit an application for each access affected.
- If you have any questions contact the issuing authority.
- For additional information see CDOT's Access Management website at **http://www.dot.state.co.us/AccessPermits/index.htm**

1) Property owner (Permittee)		2) Applicant or Agent for permittee (if different from property owner)	
City of Pueblo		SM ROCHA, LLC	
Street address: 211 E. D Street		Mailing address: 8700 Turnpike Dr., Suite 240	
City, state & zip: Pueblo, Colorado 81003	Phone #: 719-553-2294	City, state & zip: Westminster, CO 80031	Phone # (required): 303-458-9798
E-mail address: ahayes@pueblo.us		E-mail address if available: Brandon@smrocha.com	

3) Address of property to be served by permit (required)
Local Road - Mirror Avenue north of SH45

4) Legal description of property: If within jurisdictional limits of Municipality, city and/or County, which one?

county	subdivision	block	lot	section	township	range
Pueblo				14	21S	65W

5) What State Highway are you requesting access from?
State Highway 45

6) What side of the highway?
☑ N ☐ S ☐ E ☐ W

7) How many feet is the proposed access from the nearest mile post?
0 feet (☐ N ☐ S ☑ E ☐ W) from: 0.790

How many feet is the proposed access from the nearest cross street?
0 feet (☐ N ☐ S ☐ E ☑ W) from: Mirror Avenue

8) What is the approximate date you intend to begin construction?

9) Check here if you are requesting a:
☑ new access ☐ temporary access (duration anticipated:) ☐ improvement to existing access
☐ change in access use ☐ removal of access ☐ relocation of an existing access (provide detail)

10) Provide existing property use
Residential and Commercial

11) Do you have knowledge of any State Highway access permits serving this property, or adjacent properties in which you have a property interest?
☑ no ☐ yes, if yes - what are the permit number(s) and provide copies: and/or, permit date:

12) Does the property owner own or have any interests in any adjacent property?
☑ no ☐ yes, if yes - please describe:

13) Are there other existing or dedicated public streets, roads, highways or access easements bordering or within the property?
☑ no ☐ yes, if yes - list them on your plans and indicate the proposed and existing access points.

14) If you are requesting agricultural field access - how many acres will the access serve?
N/A

15) If you are requesting commercial or industrial access please indicate the types and number of businesses and provide the floor area square footage of each.

business/land use	square footage	business	square footage
Fast-Food Restaurant w/ DTW	4,900		
Coffee/Donut Shop w/ DTW	2,260		

16) If you are requesting residential developement access, what is the type (single family, apartment, townhouse) and number of units?

type	number of units	type	number of units
Laredo at Parkside Neighborhood			

17) Provide the following vehicle count estimates for vehicles that will use the access. Leaving the property then returning is two counts.

Indicate if your counts are ☑ peak hour volumes or ☐ average daily volumes.	# of passenger cars and light trucks at peak hour volumes	# of multi unit trucks at peak hour volumes
	394	
# of single unit vehicles in excess of 30 ft.	# of farm vehicles (field equipment)	**Total count of all vehicles**
		394

Exhibit A

18) Check with the issuing authority to determine which of the following documents are required to complete the review of your application.

a) Property map indicating other access, bordering roads and streets.
b) Highway and driveway plan profile.
c) Drainage plan showing impact to the highway right-of-way.
d) Map and letters detailing utility locations before and after development in and along the right-of-way.
e) Subdivision, zoning, or development plan.
f) Proposed access design.
g) Parcel and ownership maps including easements.
h) Traffic studies.
i) Proof of ownership.

1- It is the applicant's responsibility to contact appropriate agencies and obtain all environmental clearances that apply to their activities. Such clearances may include Corps of Engineers 404 Permits or Colorado Discharge Permit System permits, or ecological, archeological, historical or cultural resource clearances. The CDOT Environmental Clearances Information Summary presents contact information for agencies administering certain clearances, information about prohibited discharges, and may be obtained from Regional CDOT Utility/Special Use Permit offices or accessed via the CDOT Planning/Construction-Environmental-Guidance webpage **http://www.dot.state.co.us/environmental/Forms.asp**.

2- All workers within the State Highway right of way shall comply with their employer's safety and health policies/ procedures, and all applicable U.S. Occupational Safety and Health Administration (OSHA) regulations - including, but not limited to the applicable sections of 29 CFR Part 1910 - Occupational Safety and Health Standards and 29 CFR Part 1926 - Safety and Health Regulations for Construction.

Personal protective equipment (e.g. head protection, footwear, high visibility apparel, safety glasses, hearing protection, respirators, gloves, etc.) shall be worn as appropriate for the work being performed, and as specified in regulation. At a minimum, all workers in the State Highway right of way, except when in their vehicles, shall wear the following personal protective equipment: High visibility apparel as specified in the Traffic Control provisions of the documentation accompanying the Notice to Proceed related to this permit (at a minimum, ANSI/ISEA 107-1999, class 2); head protection that complies with the ANSI Z89.1-1997 standard; and at all construction sites or whenever there is danger of injury to feet, workers shall comply with OSHA's PPE requirements for foot protection per 29 CFR 1910.136, 1926.95, and 1926.96. If required, such footwear shall meet the requirements of ANSI Z41-1999.

Where any of the above-referenced ANSI standards have been revised, the most recent version of the standard shall apply.

3- The Permittee is responsible for complying with the Revised Guidelines that have been adopted by the Access Board under the American Disabilities Act (ADA). These guidelines define traversable slope requirements and prescribe the use of a defined pattern of truncated domes as detectable warnings at street crossings. The new Standards Plans and can be found on the Design and Construction Project Support web page at: **<http://www.dot.state.co.us/DesignSupport/>**, then click on *Design Bulletins*.

If an access permit is issued to you, it will state the terms and conditions for its use. Any changes in the use of the permitted access not consistent with the terms and conditions listed on the permit may be considered a violation of the permit.

The applicant declares under penalty of perjury in the second degree, and any other applicable state or federal laws, that all information provided on this form and submitted attachments are to the best of their knowledge true and complete.

I understand receipt of an access permit does not constitute permission to start access construction work.

Applicant or Agent for Permittee signature	Print name	Date
Brandon Wilson Digitally signed by Brandon Wilson Contact Info: Brandon@SMRocha.com Date: 2024.09.09 20:22:09-06'00'	**Brandon Wilson**	**09/09/2024**

If the applicant is not the owner of the property, we require this application also to be signed by the property owner or their legally authorized representative (or other acceptable written evidence). This signature shall constitute agreement with this application by all owners-of-interest unless stated in writing. If a permit is issued, the property owner, in most cases, will be listed as the permittee.

Property owner signature	Print name	Date
Charles E. Roy	Charles E. Roy, PE	09/17/2024

I. Introduction

Project Overview

This traffic impact study is provided as a planning document and addresses the capacity, geometric, and control requirements associated with the development entitled Starbucks at Pueblo & Mirror.

This traffic impact study has been revised to address CDOT review comments dated April 30, 2024, regarding inclusion of MUTCD traffic signal warrants where applicable, and consideration for right-in/right-out restrictions for Acero Avenue at Pueblo Boulevard.

This proposed commercial development consists of a Starbucks coffee shop with drive-through window. The development is located near the northwest corner of Pueblo Boulevard and Mirror Avenue in Pueblo, Colorado.

Study Area Boundaries

The study area to be examined in this analysis encompasses the Pueblo Boulevard intersections with Mirror Avenue and Acero Avenue and the Beulah Avenue intersections with Mirror Avenue and Acero Avenue and proposed site access.

Figure 1 illustrates location of the site and study intersections.

Site Description

Land for the development is currently vacant and surrounded by a mix of commercial, industrial, and residential land uses.

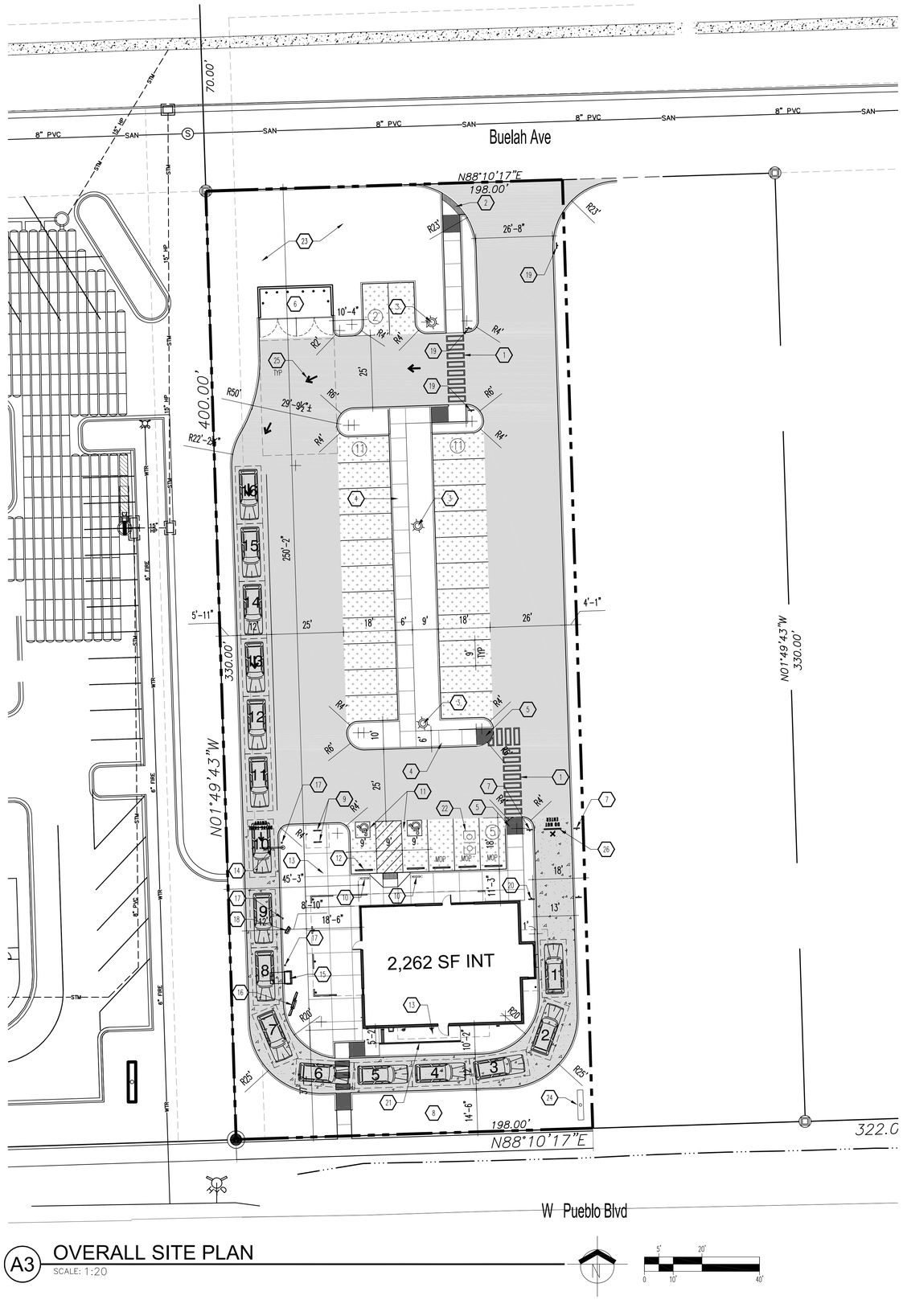
The proposed development is understood to entail the new construction of an approximate 2,260 square foot Starbucks coffee shop with drive-through window.

Proposed access to the development is provided via one full-movement access onto Beulah Avenue (referred to as Site Access).

For purposes of this study, it is anticipated that development construction would be completed by end of Year 2026.

General site and access locations are shown on Figure 1.

A site plan, as prepared by Modulus Architects, is shown on Figure 2. This plan is provided for illustrative purposes only.



A3 OVERALL SITE PLAN
SCALE: 1:20

GENERAL NOTES

A. "C" SERIES SHEETS APPLY TO THE ENTIRE SET OF DRAWINGS.
B. INDICATED DIMENSIONS ARE TO FACE OF FINISH; UNLESS OTHERWISE NOTED.

SITE DATA

ZONING DISTRICT: B-3
OFF STREET PARKING:

KEYED NOTES

1. WALKWAY PAVEMENT MARKING: SEE C5/A1.2.
2. END ISLAND ADA RAMP: SEE A4/A1.1.
3. LIGHT POLE: SEE A5/A1.1.
4. SIDEWALK: SEE B3/A1.1.
5. CURBED RAMP: SEE A1/A1.1.
6. REFUSED ENCLOSURE: SEE B3/A1.3.
7. 'DO NOT ENTER' SIGNAGE: SEE B3/A1.2.
8. LANDSCAPING AREA.
9. BIKE RACK: SEE B1/A1.2.
10. ACCESSIBLE SIGNAGE: SEE B4/A1.2.
11. ACCESSIBLE PARKING: SEE A1/A1.2 AND A3/A1.2 FOR 'VAN' ACCESSIBLE PARKING SPACE.
12. WHEEL STOP: SEE B5/A1.2; TYPICAL OF (3).
13. TURNDOWN SIDEWALK: SEE B2/A1.1.
14. CLEARANCE BAR: SEE B3/A501.
15. PRE-MENU: SEE C1/A501.
16. ORDER STATION: SEE A4/A501.
17. NON-ILLUMINATED BOLLARD: SEE B1/A501.
18. DTE/DOS STATION: SEE A3/A501.
19. DRIVE-THRU ARROW SIGNAGE: SEE B2/A501.
20. STARBUCKS 'THANK YOU/EXIT ONLY' FREESTANDING SIGN.
21. 6'-0" WALL TO CONCEAL BOH, TRASH, AND UTILITIES. CONSTRUCTED FROM CMU BLOCK OR BUILT WITH METAL POSTS & SCREENS.
22. GREASE INTERCEPTOR LOCATION.
23. SUBSURFACE PONDING AREA.
24. LOCATION OF MONUMENT AND PYLON SIGN.
25. DIRECTIONAL PAVEMENT MARKING: SEE A2/A1.3.
26. 'DO NOT ENTER' PAVEMENT MARKING: SEE A1/A1.3.

GRAPHIC LEGEND

6" THICK NORMAL WEIGHT REINFORCED CONCRETE PAVING.

HEAVY DUTY ASPHALT: SEE A5/A1.3.

LIGHT DUTY ASPHALT: SEE A3/A1.3.

(X) NUMBER OF PROVIDED PARKING SPACES.

PROPOSED COFFEE SHOP WITH DRIVE-THRU PARKING CALCULATION

USE/PARKING REQUIREMENT	TOTALS
BUILDING SIZE	2,262 GSG
PARKING REQUIRED	10 SPACE + 1 SPACE/250 GSF ABOVE 2,500SF
HC PARKING REQUIRED	1 SPACE
HC PARKING PROVIDED	2 SPACES
BIKE SPACES REQUIRED	2 SPACES
BIKE SPACES PROVIDED	2 SPACES
TOTAL PARKING REQUIRED	10 SPACES (TOTAL)
TOTAL PARKING PROVIDED	29 SPACES (TOTAL)

REV	DATE	BY	REVISION
1			
2			
3			
4			
5			
6			

MODULUS ARCHITECTS
8220 SAN PEDRO DR. NE, SUITE 520
ALBUQUERQUE, NEW MEXICO 87113
PHONE (505) 338-1499 FAX (505) 338-1498

STATE OF COLORADO
I Stephen Aaron Dunbar 405806
LICENSED ARCHITECT
20 Mar 2024

PROJECT TITLE: STARBUCKS – PUEBLO
PUEBLO BLVD & MIRROR
PUEBLO, CO 81004
PROJECT MANAGER: ROBERT DOYLE
JOB NO.: 59-PUEBLO
DRAWN BY: DTN
SHEET TITLE: OVERALL SITE PLAN

DATE: 20 Mar 2024
SCALE: AS NOTED
sheet: AS100
of:

STARBUCKS FAIR SHARE ESCROW CALCULATION- NEW TRAFFIC SIGNAL AT PUEBLO BLVD & MIRROR AVE.

Assumptions:

- Traffic signal warrant will be met in 2026 due to the development. (TIS September 2024)
- Traffic signals are placed due to minor road demand. So, only SB approach demand should be analyzed.
- SBR has a separate approach lane and the receiving acceleration lane, so SBR demand should be excluded. SBT demand is zero. Therefore, only SBL demand should be analyzed.
- The highest hourly demand should be analyzed (AM Peak), as Warrant 3 is met.
- Signal costs $650,000.

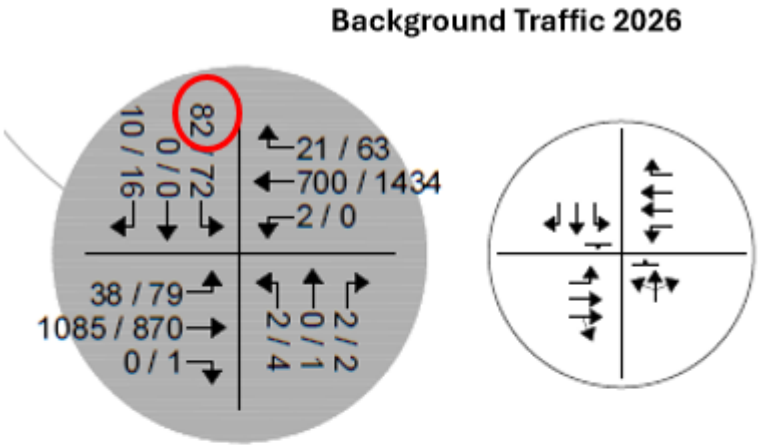
Table 9 – Traffic Signal Warrant Results

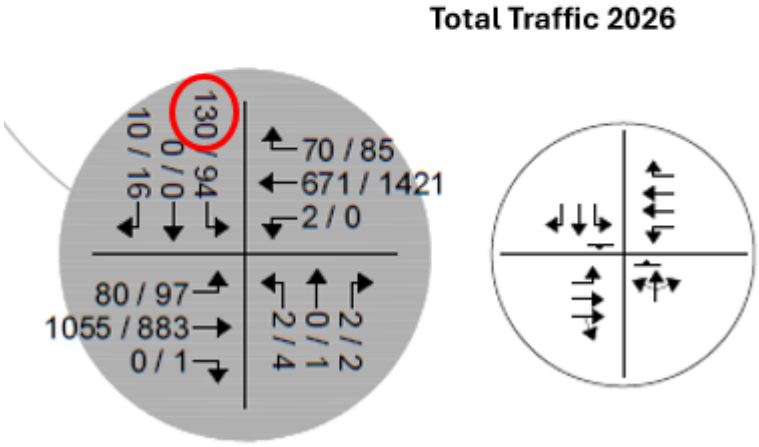
TRAFFIC ANALYSIS SCENARIO	Warrant 1	Warrant 2	Warrant 3
Existing	Not Met	Not Met	Not Met
Background Year 2026	Not Met	Not Met	Not Met
Background Year 2044	Not Met	Not Met	Met
Total Year 2026	Met	Met	Met
Total Year 2044	Met	Met	Met



Exhibit A

CALCULATION





SBL background (AM Peak): 82

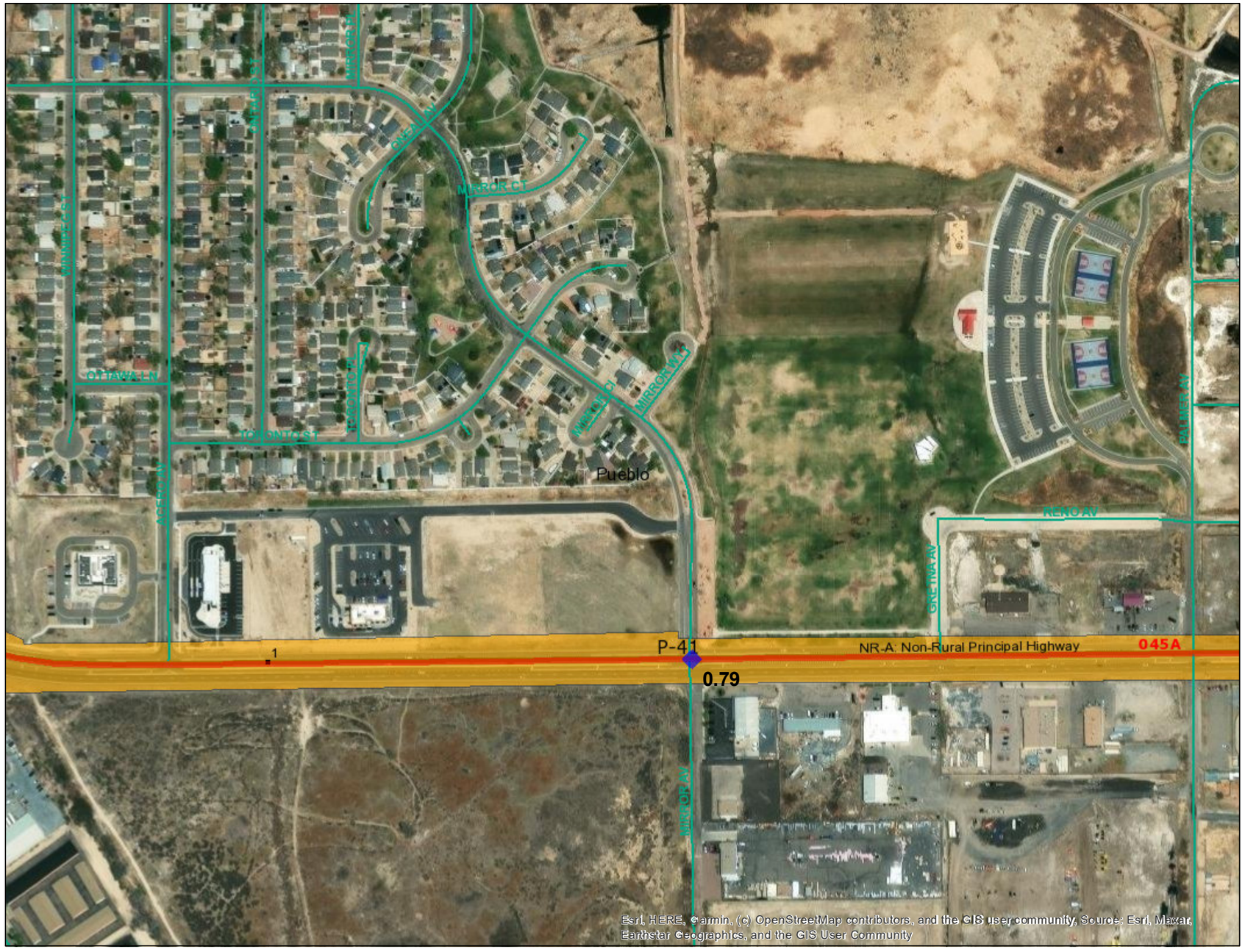
SBL total (AM Peak):130

Developer's share: $\frac{130-82}{130} = \frac{48}{130} = 36.9231\%$

Developer's fee: $\$650{,}000 * 36.9231\% = \$240{,}000$

224098 North Leg Connection Mirror Avenue & SH 045 MP 0.79 City of Pueblo

Exhibit A



Legend

Find Route Point

- Override 1
- Find Route Line
- Milepoints

Highways: Access Categories

- FW: Interstate System; Freeway Facils
- EX: Expressway, Major Bypass
- RA: Regional Highway
- RB: Rural Highway
- NRA: Non-Rural Principal Highway
- NRB: Non Rural Arterial
- NRC: Non Rural Arterial
- Highways
- Major Roads
- Local Roads
- Rail Lines
- CDOT ROW Boundaries
- Counties

Created:

Date: 10/2/2024

Time: 1:40:48 PM

N W E S

0 0.03 0.06 0.09

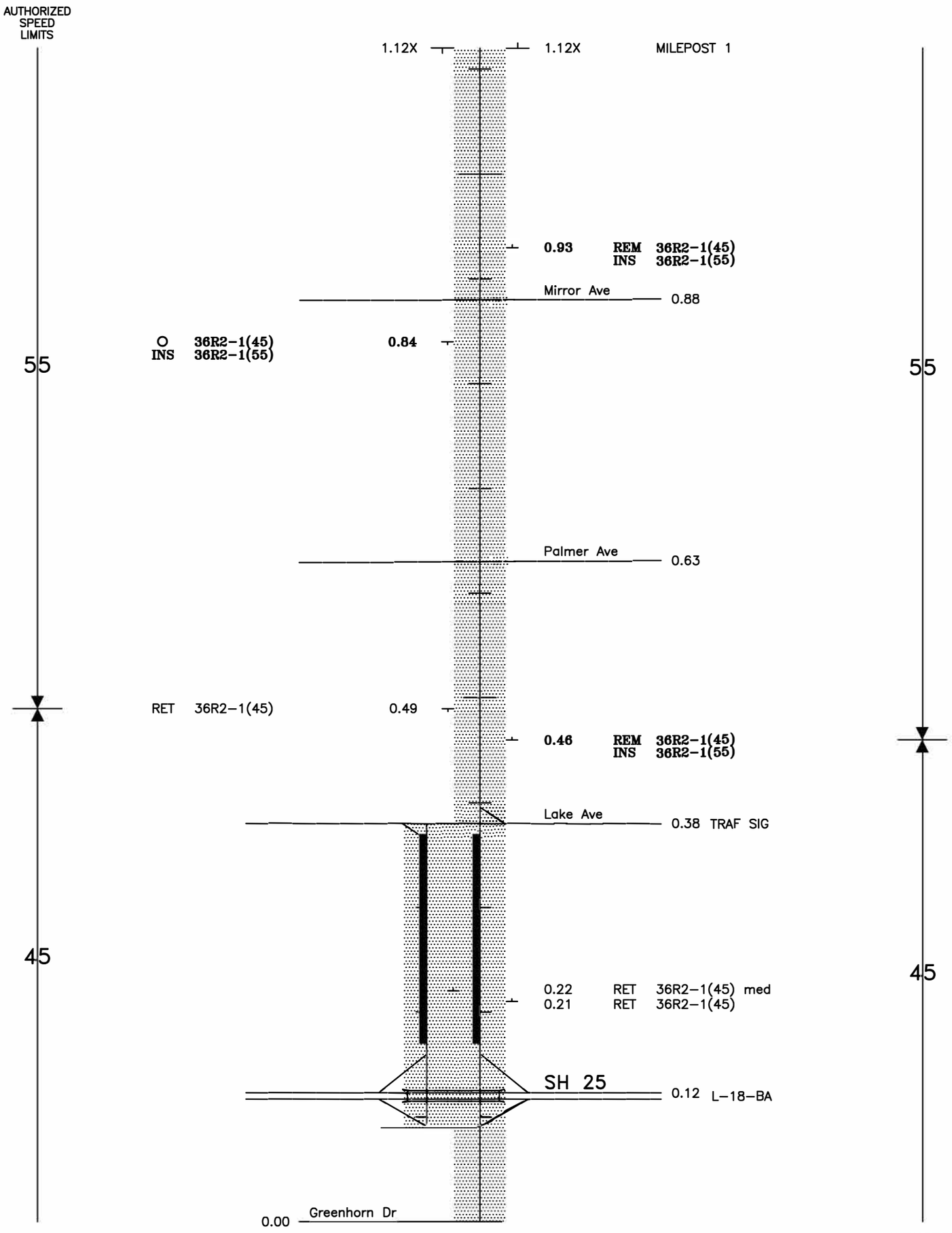
mi

1:4,514

COLORADO DEPARTMENT OF TRANSPORTATION

AUTHORIZED SPEED LIMITS AND RECOMMENDED TRAFFIC CONTROL DEVICES

Exhibit A



880.045.01 Begins at Greenhorn Dr

S

N

O MISSING DO NOT REINSTALL
*MISSING ON 11-17-05
SIGNLOG ON 11-17-05

Traffic Engineer

Date:

SH 45 IS PUEBLO BLVD IN PUEBLO CL	FILE	MEMO	SHEET	Implemented with changes as marked
	880.045.01	6450	1	Date: By:

SH 45 FROM SH 25 IN S PUEBLO TO SH 50 W/O PUEBLO

SUPERSEDES SHEET 1, MEMO 5880, 10-31-95

Version 96.11.1

COLORADO DEPARTMENT OF TRANSPORTATION Environmental Clearances Information Summary

Exhibit A

PURPOSE - This summary is intended to inform entities external to CDOT that may be entering the state highway right-of-way to perform work related to their own facilities (such as Utility, Special Use or Access Permittees), about some of the more commonly encountered environmental permits/clearances that may apply to their activities. This listing is not all-inclusive - additional environmental or cultural resource permits/clearances may be required in certain instances. Appropriate local, state and federal agencies should be contacted for additional information if there is any uncertainty about what permits/clearances are required for a specific activity. **IMPORTANT – Please Review The Following Information Carefully – Failure to Comply With Regulatory Requirements May Result In Suspension or Revocation of Your CDOT Permit, Or Enforcement Actions By Other Agencies.**

CLEARANCE CONTACTS - As indicated in the permit/clearance descriptions listed below, the following individuals or agencies may be contacted for additional information:

- Colorado Department of Public Health and Environment (CDPHE): General Information – (303) 692-2035
  Water Quality Control Division (WQCD): (303) 692-3500
  Environmental Permitting Website https://www.colorado.gov/pacific/cdphe/all-permits
- CDOT Water Quality Program Manager: (303) 757-9343 https://www.codot.gov/programs/environmental/water-quality
- CDOT Asbestos Project Manager: Phil Kangas, (303) 512-5519
- Colorado Office of Archaeology and Historic Preservation: (303) 866-5216
- U.S. Army Corps of Engineers, District Regulatory Offices: Omaha District (NE CO), Denver Office (303) 979-4120
  http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Colorado.aspx
  Sacramento Dist. (Western CO), Grand Junction Office (970) 243-1199
  http://www.spk.usace.army.mil/Missions/Regulatory.aspx Albuquerque
  District (SE CO), Pueblo Office (719)-543-9459
  http://www.spa.usace.army.mil/Missions/RegulatoryProgramandPermits.aspx
- CDOT Utilities, Special Use and Access Permitting: (303) 757-9654 https://www.codot.gov/business/permits

Wildlife Resources - Disturbance of wildlife shall be avoided to the maximum extent practicable. Entry into areas of known or suspected threatened or endangered species habitat will require special authorization from the CDOT permitting office. If any threatened or endangered species are encountered during the progress of the permitted work, work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Information about threatened or endangered species may be obtained from the CDOT website, http://www.codot.gov/programs/environmental/wildlife/guidelines, or the Colorado Parks and Wildlife (CPW) website, http://www.cpw.state.co.us/learn/Pages/SOC-ThreatenedEndangeredList.aspx. Additional guidance may be provided by the appropriate Region Planning and Environmental Manager (RPEM).

Cultural Resources - The applicant must request a file search of the permit area through the Colorado Office of Archaeology and Historic Preservation (OAHP), Denver, to ascertain if historic or archaeological resources have previously been identified (http://www.historycolorado.org/oahp/file-search). Inventory of the permit area by a qualified cultural resources specialist may be necessary, per the recommendation of CDOT. If archaeological sites/artifacts or historic resources are known to exist prior to the initiation of the permitted work or are encountered as the project progresses, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office and RPEM. ***Contact Information:*** Contact the OAHP for file searches at (303) 866-5216.

Paleontological Resources - The applicant must request a fossil locality file search through the University of Colorado Museum, Boulder (https://cumuseum.colorado.edu/research/paleontology/vertebrates/policies), and the Denver Museum of Nature and Science (http://www.dmns.org/science/collections/earth-science-collections/) to ascertain if paleontological resources have been previously identified in or near the permit area. Inventory of the permit area by a qualified paleontologist may be necessary, per the recommendation of CDOT. If fossils are encountered during the permitted work, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office in the Permit Special Provisions. ***Contact Information:*** See the museum websites listed above for Paleontological Collections Manager contact information. Contact the CDOT Paleontologist for further information at nicole.peavey@state.co.us or (303) 7579632. The CDOT Paleontologist will not conduct a comprehensive file search independently of the museums.

Hazardous Materials, Solid Waste - The Solid Wastes Disposal Sites and Facilities Act C.R.S. 30-20-100, et al, and Regulations Pertaining to Solid Waste Disposal Sites and Facilities (6 CCR 1007-2), prohibit solid waste disposal without an approved Certificate of Designation (a landfill permit). The Colorado Hazardous Waste Act C.R.S. 25-15-301 et al, and the Colorado Hazardous Waste Regulations (6 CCR 1007-3) prohibit the transfer, storage or disposal (TSD) of hazardous waste except at permitted TSD sites. There are no permitted landfills or TSD sites within the State Highway Right of Way. Therefore, all solid or hazardous wastes that might be generated by the activities of entities entering the State Highway Right of Way must be removed from the ROW and disposed of at a permitted facility or designated collection point (e.g., for solid waste, a utility or construction company's own dumpster). If pre-existing solid waste or hazardous materials contamination (including oil or petroleum contaminated soil, asbestos, chemicals, mine tailings, etc.) is encountered during the performance of work, the permittee shall halt work in the affected area and immediately contact the CDOT Regional Permitting Office for direction as to how to proceed. ***Contact Information:*** Theresa Santangelo-Dreiling, CDOT Hazardous Materials Management Supervisor: (303) 512-5524.

Asbestos Containing Materials, Asbestos Contaminated Soil - All work on asbestos containing materials (ACM) must comply with the applicable requirements of the CDPHE Air Pollution Control Division's (APCD) Regulation 8. Disposal of ACM, and work done in asbestos-contaminated soil, must comply with the CDPHE Hazardous Materials and Waste Management Division's (HMWMD) Solid

Waste Regulations. The application for any CDOT permit must specifically identify any ACM involved in the work for which authorization is being requested. Additional guidance or requirements may be specified in the permit special provisions. ***Contact Info:*** CDPHE APCD and HMWMD Regulations can be accessed via the CDPHE Environmental Permitting Website listed above. Additional information **concerning clearance on CDOT projects** is available from the CDOT Asbestos Project Manager (303) 5125519, or Theresa Santangelo-Dreiling, Hazardous Materials Management Supervisor: (303) 512-5524.

Exhibit A

Transportation of Hazardous Materials - No person may offer or accept a hazardous material for transportation in commerce unless that person is registered in conformance with the United States Department of Transportation regulations at 49 CFR, Part 171. The hazardous material must be properly classed, described, packaged, marked, labeled, and in condition for shipment as required or authorized by applicable requirements, or an exemption, approval or registration has been issued. Vehicles requiring a placard, must obtain authorization and a State HAZMAT Permit from the Colorado Public Utilities Commission. ***Contact Information:*** For authorization and more info call the Federal Motor Safety Carrier Administration, US DOT for inter- and intra-state HAZMAT Registration (303) 969-6748. Colorado Public Utilities Commission: (303) 894-2868.

Discharge of Dredged or Fill Material – 404 Permits Administered By the U.S. Army Corps of Engineers, and Section 401 Water Quality Certifications Issued by the CDPHE WQCD - Corps of Engineers 404 permits are required for the discharge of dredged or fill materials into waters of the United States, including wetlands. There are various types of 404 permits, including nationwide permits, which are issued for activities with relatively minor impacts. For example, there is a nationwide permit for utility line activities (nwp #12). Depending upon the specific circumstances, it is possible that either a "general" or "individual" 404 permit would be required. If an individual 404 permit is required, section 401 water quality certification from the CDPHE WQCD is also required. Contact the appropriate Corps District Regulatory Office for information about what type of 404 permit may be required (contact information above). Contact the CDPHE Water Quality Control Division at (303) 692-3500.

Working on or in any stream or its bank - In order to protect and preserve the state's fish and wildlife resources from actions that may obstruct, diminish, destroy, change, modify, or vary a natural existing stream or its banks or tributaries, it may be necessary to obtain a Senate Bill 40 certification from the Colorado Department of Natural Resources. A stream is defined as 1) represented by a solid blue line on USGS 7.5' quadrangle maps; and/or 2) intermittent streams providing live water beneficial to fish and wildlife; and/or 3) segments of streams supporting 25% or more cover within 100 yards upstream or downstream of the project; and/or 4) segments of streams having wetlands present within 200 yards upstream or downstream of the project measured by valley length. The CPW application, as per guidelines agreed upon by CDOT and CPW, can be accessed at https://www.codot.gov/programs/environmental/wildlife/guidelines.

Stormwater Construction Permit (SCP) and Stormwater Discharge From Industrial Facilities - Discharges of stormwater runoff from construction sites disturbing one acre or more - or certain types of industrial facilities, such as concrete batch plants - require a CDPS Stormwater Permit. ***Contact Information:*** Contact the CDPHE Water Quality Control Division at (303) 692-3500. Website: https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits and https://colorado.gov/pacific/cdphe/wq-commerce-andindustry-permits.

Construction Dewatering (Discharge or Infiltration) and Remediation Activities - Discharges of water encountered during excavation or work in wet areas may require a Construction Dewatering or Remediation Activities Discharge Permit. ***Contact Information:*** For Construction Dewatering and Remediation Activities Discharge Permits, contact the CDPHE WQCD at (303) 6923500. For Applications and Instructions (CDPHE website): https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits.

Municipal Separate Storm Sewer System (MS4) Discharge Permit - Discharges from the storm sewer systems of larger municipalities, and from the CDOT highway drainage system that lies within those municipalities, are subject to MS4 Permits issued by the CDPHE WQCD. For facilities that lie within the boundaries of a municipality that is subject to an MS4 permit, the owner of such facility should contact the municipality regarding stormwater related clearances that may have been established under that municipality's MS4 permit. All discharges to the CDOT highway drainage system or within the Right of Way (ROW) must comply with the applicable provisions of the Colorado Water Quality Control Act, the Water Quality Control Commission (WQCC) Regulations (https://www.colorado.gov/pacific/cdphe/wqcc-regulations-and-policies-and-water-quality-statutes) and the CDOT MS4 Permit # COS000005 (https://www.codot.gov/programs/environmental/water-quality/documents). Discharges are subject to inspection by CDOT and CDPHE. Contact the CDPHE Water Quality Control Division at (303) 692-3500 for a listing of municipalities required to obtain MS4 Permits, or go to https://www.colorado.gov/pacific/cdphe/wq-municipal-ms4-permits. For CDOT-related MS4 regulations, go to: https://www.codot.gov/programs/environmental/water-quality/stormwater-programs.html.

General Prohibition – Discharges - All discharges are subject to the provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations. Prohibited discharges include, but are not limited to, substances such as wash water, paint, automotive fluids, solvents, oils or soaps and sediment. ***Contact Information:*** Contact the CDPHE Water Quality Control Division at (303) 692-3500.

General Authorization - Allowable Non-Stormwater Discharges - Unless otherwise identified by CDOT or the WQCD as significant sources of pollutants to the waters of the State, the following discharges to stormwater systems are allowed without a Colorado Discharge Permit System permit: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, uncontaminated springs, footing drains, water line flushing, flows from riparian habitats and wetlands, and flow from firefighting activities. Allowable non-stormwater discharges can be found under Illicit Discharge PDD at: https://www.codot.gov/programs/environmental/water-quality/stormwater-programs.html. ***Contact Information:*** The CDPHE Water Quality Control Division (telephone #'s listed above).

Erosion and Sediment Control Practices - For activities requiring a Stormwater Construction Permit, erosion control requirements will be specified in that permit. In situations where a stormwater permit is not required, all reasonable measures should be taken to minimize erosion and sedimentation according to CDOT Standard Specifications 107.25, 208, 213 and 216 (https://www.codot.gov/business/designsupport/2011-construction-specifications/2011-Specs/2011-specs-book). All disturbances require a stabilization plan, native seeding or landscape design plan according to applicable CDOT Standard Specifications 212-217 and 623. The CDOT Erosion Control and Stormwater Quality Guide (available from the Bid Plans Office at (303) 757-9313) should be used to design erosion controls and restore disturbed vegetation.

Disposal of Drilling Fluids - Drilling fluids used in operations such as Horizontal Directional Drilling may be classified as "discharges" or "solid wastes," and in general, should be pumped or vacuumed from the construction area, removed from the State Highway Right of Way, and disposed of at permitted facilities that specifically accept such wastes. Disposal of drilling fluids into storm drains, storm sewers, roadside ditches or any other type of man-made or natural waterway is prohibited by Water Quality Control and/or Solid Waste regulations. Small quantities of drilling fluid solids (less than 1 cubic yard of solids) may be left on-site after either being separated from fluids or after infiltration of the water, provided: 1) the drilling fluid consists of only water and bentonite clay, or, if required for proper drilling properties, small quantities of polymer additives that are approved for use in drinking water well drilling; 2) the solids are fully contained in a pit, and are not likely to pose a nuisance to future work in the area, 3) the solids are covered and the area restored as required by CDOT permit requirements (Utility, Special Use, or Access Permits, etc.). ***Contact Information:*** Contact CDPHE (telephone #'s listed above).

Exhibit A

Noxious Weeds and Invasive Species Management Plan – Noxious Weeds and Invasive Species guidance can be found by contacting the Colorado Department of Agriculture (https://www.colorado.gov/pacific/agconservation/noxiousweeds) and the Colorado Division of Parks and Wildlife (http://cpw.state.co.us/aboutus/Pages/RS-NoxiousWeeds.aspx). In either case, management plans involving the control of noxious weeds associated with the permitted activity and cleaning of equipment will be required.

Concrete Washout - Waste generated from concrete activities shall NOT be allowed to flow into the drainage ways, inlets, receiving waters, or in the CDOT ROW. Concrete waste shall be placed in a temporary concrete washout facility and must be located a minimum of 50 feet from state waters, drainageways, and inlets. Concrete washout shall only be performed as specified by the CDOT Environmental Program and shall be in accordance to CDOT specifications and guidelines. ***Contact Information****:* Contact CDPHE or find additional information on the CDOT website: https://www.codot.gov/business/designsupport/2011-constructionspecifications/2011-Specs and refer to the specifications and their revisions for sections 101, 107 and 208.

Spill Reporting - Spills shall be contained and cleaned up as soon as possible. Spills shall NOT be washed down into the storm drain or buried. All spills shall be reported to the CDOT Illicit Discharge Hotline at (303) 512-4446 (4H20), as well as the Regional Permitting Office and Regional Maintenance Supervisor. Spills on highways, into waterways, any spill in the highway right-of-way exceeding 25 gallons, or that may otherwise present an immediate danger to the public shall be reported by calling 911, and shall also be reported to the CDPHE at 1-877-518-5608. More information can be found at https://www.colorado.gov/pacific/cdphe/emergencyreporting-line.

About This Form - Questions or comments about this Information Summary may be directed to Dan Roussin, Program Administrator, CDOT Access Management Unit, at (303) 757-9841, daniel.roussin@state.co.us

Docusign Envelope ID: 12FC105B-5F0A-4636-8B9E-476984741BF6

City Clerk's Office Item # S15

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A SPECIAL WARRANTY DEED FROM NEIGHBORHOOD HOUSING SERVICES OF PUEBLO, INC., A COLORADO NONPROFIT CORPORATION, D/B/A NEIGHBORWORKS OF PUEBLO, N/K/A NEIGHBORWORKS SOUTHERN COLORADO, INC., A COLORADO NONPROFIT CORPORATION, FOR 1.75 ACRES OF LAND IN THE PIKES PEAK PARK, FILING NO. 1 SUBDIVISION

SUMMARY:

This Ordinance will authorize the City to accept a Special Warranty Deed for 1.75 acres of land to be conveyed to the City of Pueblo from the current land owner, Neighborhood Housing Services of Pueblo, Inc.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This Ordinance authorizes the City to accept a Special Warranty Deed for 1.75 acres of land to be conveyed to the City of Pueblo from the current land owner, Neighborhood Housing Services of Pueblo, Inc. The property was to be conveyed at the time Pikes Peak Park Filing No. 1 Subdivision was recorded, but execution of the Deed was not completed at that time. This action will formalize the conveyance of the property to the City as originally intended.

FINANCIAL IMPLICATIONS:

None.

Docusign Envelope ID: 12FC105B-5F0A-4636-8B9E-476984741BF6

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 accept the Deed and ownership of the parcel will not be conveyed to the City.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Special Warranty Deed - Neighbor works

Docusign Envelope ID: 12FC105B-5F0A-4636-8B9E-476984741BF6

ORDINANCE NO. 11110

AN ORDINANCE APPROVING AND ACCEPTING A SPECIAL WARRANTY DEED FROM NEIGHBORHOOD HOUSING SERVICES OF PUEBLO, INC., A COLORADO NONPROFIT CORPORATION, D/B/A NEIGHBORWORKS OF PUEBLO, N/K/A NEIGHBORWORKS SOUTHERN COLORADO, INC., A COLORADO NONPROFIT CORPORATION, FOR 1.75 ACRES OF LAND IN THE PIKES PEAK PARK, FILING NO. 1 SUBDIVISION

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

SECTION 1.

The Special Warranty Deed ("Deed") conveying a parcel of land to the City of Pueblo, a copy of 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 directed to cause said Deed to be recorded in the office of the Pueblo County Clerk and Recorder forthwith.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 22, 2025.

Final adoption of Ordinance by City Council on January 12, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: 12FC105B-5F0A-4636-8B9E-476984741BF6

Action by the Mayor:

☒ Approved on 01/15/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
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

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

SPECIAL WARRANTY DEED

THIS DEED is dated this ____ day of December, 2025 and is made between Neighborhood Housing Services of Pueblo, Inc., a Colorado non-profit corporation, d/b/a NeighborWorks of Pueblo, n/k/a/ NeighborWorks Southern Colorado, Inc., a Colorado Nonprofit Corporation, the "Grantor," whose legal address is 1241 E. Routt Avenue, Pueblo, CO 81004 and the City of Pueblo, Colorado, a Colorado municipal corporation, the "Grantee," whose legal address is 1 City Hall Place, Pueblo, Colorado 81003.

WITNESS, that the Grantors, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto Grantee and Grantee's heirs, successors, and assigns forever, all the real property, together with any improvements thereon, located in the County of Pueblo and State of Colorado, described as follows:

Lot 1, Block 11, Pikes Peak Park, Filing No. 1

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or 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 heirs, successors and assigns forever. The Grantor, for itself, its successors, heirs and assigns does covenant and agree that it shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises, but not any adjoining vacated street or alley, or other right-of-way, that adjoins the real property, if any, in the quiet and peaceable 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.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto subscribed by its Chief Executive Officer this Special Warranty Deed effective the day and year first above written.

GRANTOR:

NeighborWorks Southern Colorado, Inc., a Colorado Nonprofit Corporation, formerly known as Neighborhood Housing Services of Pueblo, Inc., a Colorado non-profit corporation

By: _____
Sandy Gutierrez, Chief Executive Officer

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this____ day of December, 2025, by Sandy Gutierrez, Chief Executive Officer of NeighborWorks Southern Colorado, Inc., a Colorado Nonprofit Corporation, formerly known as Neighborhood Housing Services of Pueblo, Inc., a Colorado non-profit corporation.

My commission expires: Witness my hand and official seal:

_____ _____
NOTARY PUBLIC

(Seal)

Documentary Fee - none, exempt. The City of Pueblo, a Colorado municipal corporation, ("City") is a political subdivision of the State of Colorado and is exempt from the Documentary Fee pursuant to C.R.S. § 39-13-104.

Docusign Envelope ID: 76ACDF84-9E2C-43FD-A085-35CAAEE40535

City Clerk's Office Item # S16

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 12, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE APPROVING, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND STANLEY RIVERA AND ALVIN RIVERA PARTNERSHIP, FOR THE PURCHASE OF THE PROPERTY DESCRIBED AS 316-322 WEST NORTHERN AVENUE WITHIN THE CITY OF PUEBLO, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $99,000 FROM PROJECT CI2113 – ARPA INTEREST FUNDS TO PROJECT CI2526 – 316-322 W NORTHERN PURCHASE FOR THE PURCHASE

SUMMARY:

Attached for consideration is an Ordinance authorizing the Mayor to execute a Contract to Buy and Sell Real Estate between the City of Pueblo and Stanley Rivera and Alvin Rivera Partnership for the property at 316-322 West Northern Avenue (the “Property”), and in furtherance of the purchase, accepts the deed for the Property.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Property has been vacant for many years and is in a state of serious disrepair. It is an attractive nuisance for vagrants and criminal behavior, which creates an unsanitary and unsafe condition to the public. The Property contributes to blight in this area. The City desires to purchase the building so that it can be rehabilitated or repurposed. Reducing blight, encouraging development, and helping to renew this area of the City will protect the public, public health, safety, welfare and serve a public purpose.

The Contract to Buy and Sell Real Estate allows the City ninety (90) days to inspect the

Docusign Envelope ID: 76ACDF84-9E2C-43FD-A085-35CAAEE40535

property and perform any environmental testing deemed prudent. The Contract provides for a closing date at the end of ninety (90) days. No earnest money is required to secure the sale.

FINANCIAL IMPLICATIONS:

If approved, the City will transfer $99,000 from Project CI2113 – ARPA Interest Funds to Project CI2526 – 316-322 W Northern Purchase to be paid to the Seller at closing.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to pass the attached Ordinance and thus, not purchase the Property.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Contract to Buy and Sell Real Estate - 316-322 W. Northern Ave.

Docusign Envelope ID: 76ACDF84-9E2C-43FD-A085-35CAAEE40535

ORDINANCE NO. 11111

AN ORDINANCE APPROVING, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND STANLEY RIVERA AND ALVIN RIVERA PARTNERSHIP, FOR THE PURCHASE OF THE PROPERTY DESCRIBED AS 316-322 WEST NORTHERN AVENUE WITHIN THE CITY OF PUEBLO, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $99,000 FROM PROJECT CI2113 – ARPA INTEREST FUNDS TO PROJECT CI2526 – 316-322 W NORTHERN PURCHASE FOR THE PURCHASE

WHEREAS, the property located at 316-322 West Northern Avenue (the “Property”) is an attractive nuisance for vagrants and criminal behavior, which creates an unsanitary and unsafe condition to the public; and

WHEREAS, the Property contributes to the blight in this area and it is in the best interest of the health, safety, and welfare of the public to purchase and rehabilitate the Property; and

WHEREAS, the elimination of blight and slum conditions is a proper public purpose; NOW, THEREFORE,

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

SECTION 1.

The Contract to Buy and Sell Real Estate ("Contract") between the City of Pueblo, a Colorado Municipal Corporation, and Stanley Rivera and Alvin Rivera Partnership for the property at 316-322 West Northern Avenue (the “Property”), a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is hereby authorized to execute said Contract and accept the deed for and on behalf of the City of Pueblo and the City Clerk's Office is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

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

Docusign Envelope ID: 76ACDF84-9E2C-43FD-A085-35CAAEE40535

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 22, 2025.

Final adoption of Ordinance by City Council on January 12, 2026.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 01/15/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
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

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

CONTRACT TO BUY AND SELL REAL ESTATE

THIS CONTRACT TO BUY AND SELL REAL ESTATE (the "Contract") is entered into as of the date of the last signature hereto (the "Effective Date"), by and between the City of Pueblo, a Colorado municipal corporation, whose address is 1 City Hall Place, Pueblo, CO 81003 ("Buyer"), and Stanley Rivera and Alvin Rivera Partnership, whose address is 999 W. Camino Pablo Dr., Pueblo West, CO 81007-3153 ("Seller"). Buyer and Seller may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Seller is the owner of certain real property located in the City and County of Pueblo, Colorado, as more particularly described in this Contract; and

WHEREAS, Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, upon the terms and conditions set forth in this Contract; and

WHEREAS, the Parties previously entered into a Letter of Intent ("LOI") dated November 26, 2025, which was accepted by Seller on December 1, 2025, outlining the preliminary terms for the purchase of the Property; and

WHEREAS, the Parties acknowledge that the LOI was expressly non-binding and that this Contract is intended to constitute the definitive and binding agreement between the Parties, superseding all prior negotiations and the LOI;

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

PROPERTY AND PURCHASE PRICE

1. Property Defined. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, all that certain plat, piece, and improved parcel of land having the following legal description together with all improvements, fixtures, and appurtenances thereto, including but not limited to all buildings, structures, rights, privileges, easements, water rights, mineral rights, and rights-of-way appurtenant thereto:

LOT 3 TO 6 BLK D STEELWORKS AMENDED SUBDIVISION,
PUEBLO, COLORADO (Parcel No. 15-121-03-001)

also known by street and number as 316 – 322 W. Northern Avenue, Pueblo, CO 81004 (the "**Property**"). The Property shall be conveyed by General Warranty Deed ("**Deed**"). Buyer acknowledges that the Seller may reinvest the profits of the sale into another qualifying property pursuant to Section 1031 of the IRS Code ("1031 Exchange"). If Seller completes a 1031 Exchange, such exchange shall be at no cost to the Buyer. This Contract is for the sale of real property only. No personal property is included in this sale unless otherwise agreed upon by the

Parties in a separate written bill of sale. Any personal property remaining on the Property after closing shall be considered abandoned and may be disposed of by Buyer in its sole discretion.

2. Purchase Price. The total purchase price for the Property shall be Ninety-Nine Thousand Nine Hundred Dollars ($99,900.00) ("Purchase Price"). The Purchase Price shall be payable in full on the Closing Date by certified funds or wire transfer.

3. Real Property Taxes. General real property taxes and special assessments for tax year 2025 shall be paid in full by Seller, with no proration for that year. Seller shall pay all general real property taxes for the tax year 2026 prorated as of the Closing Date based on the most recent mill levy and assessment. Any special assessments levied against the Property for improvements that are completed as of the Closing Date shall be paid in full by Seller. Buyer shall assume only those special assessments for improvements that are not completed as of the Closing Date.

4. Utilities. All charges for water, sewer, electricity, gas, and any other utilities servicing the Property shall be prorated as of the Closing Date. Seller shall be responsible for obtaining final meter readings and paying all final bills for services provided up to the Closing Date.

CLOSING AND DELIVERY OF POSSESSION

5. Closing Time and Place. Closing of the transaction contemplated hereby ("Closing") shall be held at the offices of Land Title, 503 N. Main St., Ste. 2, Pueblo, Colorado 81003 ("Closing Company") at a date and time as agreed by Seller and Buyer. Each of the parties hereby authorizes Land Title to close this transaction.

6. Closing Documents and Information. The Parties shall cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees.

7. Possession. Seller shall deliver exclusive possession of the Property to Buyer at the time of Closing, free and clear of any leases, tenancies, personal property, or other rights of occupancy or possession.

8. Closing Costs. The allocation of closing costs shall be as follows:

(a) Buyer's Costs: Buyer shall pay the cost of the title commitment and title insurance policy, and any inspections conducted by or on behalf of Buyer, as expressly set forth in this Contract.
(b) Seller's Costs: Seller shall pay the closing fee charged by Land Title and all other closing costs not expressly assumed by Buyer in this Contract, including but not limited to recording fees, transfer taxes (if any), and any other customary seller closing costs.
(c) Attorney's Fees: Each Party shall be responsible for its own attorney's fees and costs incurred in connection with this transaction.

CONTINGENCIES AND CONDITIONS PRECEDENT

9. Title Commitment Policy.

(a) Within thirty (30) days of the date the Effective Date of this Contract, Buyer shall order and obtain and deliver to Seller, at Buyer's expense, a current commitment for extended coverage title insurance in the amount of the Purchase Price, together with legible copies of all documents listed as exceptions therein, and a current certificate of taxes due with respect to the Property, from a title company selected by Buyer, and reasonably acceptable to Seller, authorized to issue title insurance in the state of Colorado (the "Title Company"), on current standard form of extended ALTA Owners Policy (collectively, the "Title Commitment"). The Title Company shall promptly provide copies of any amendments or modifications of the Title Commitment to Seller and Buyer.

(b) Buyer shall have the right to review the Title Commitment, the title documents and survey and notify Seller in writing of any title objections to the title exceptions set forth in the Title Commitment and any objections to items shown on the survey.

(c) Seller shall have fourteen (14) days from receipt of notice of such objections within which to eliminate or modify (or agree in writing to so eliminate or modify) any such unacceptable exceptions or items to the reasonable satisfaction of Buyer, but Seller shall have no obligation whatsoever to so eliminate or modify any such unacceptable exceptions or items.

(d) In the event that Seller is unable or unwilling to eliminate or modify (or agree in writing to so eliminate or modify) such unacceptable items to the reasonable satisfaction of Buyer on or before the expiration of said fourteen (14) day period, Seller shall notify Buyer in writing of such fact within said fourteen (14) day period or be deemed to have so notified Buyer with respect to all such unacceptable items not theretofore cured upon the fourteenth (14th) day of said period. In such event, Buyer shall, prior to the Closing Date either:

    (i) waive such objections and accept title to the Property subject to title exceptions set forth in the Title Commitment and items shown on the survey to which Buyer did not object and to such unacceptable items (the "**Permitted Exceptions**"), or
    (ii) terminate this Contract by written notice to Seller, whereupon this Contract shall automatically be terminated and of no further force and effect, except as otherwise expressly set forth herein.

(e) At Closing or as soon as reasonably practicable after Closing, the Title Company shall issue and deliver to Buyer the owner's title insurance policy referred to above (the "**Title Policy**"), issued by the Title Company insuring Buyer's title to the Property

consistent with the Title Commitment subject only to prorated taxes and assessments for the year of Closing and subsequent years, and the Permitted Exceptions.

(f) At Closing, Buyer shall pay the premium for the Title Policy. Buyer may obtain such other endorsements to the Title Policy as Buyer desires, at the expense of Buyer, except for endorsements obtained at Seller's cost.

(g) Seller shall provide such affidavits or certificates, and pay such expenses, as may be required by the Title Company to remove all liens, including, without limitation, mechanics' or materialmen's liens, as exceptions to the Title Policy.

10. Property Disclosure, Inspection, and Due Diligence. Within seven (7) days of the Effective Date of this Contract, Seller shall provide Buyer with the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract. Within seven (7) days of the Effective Date of this Contract, Seller shall disclose to Buyer in writing any adverse material facts actually known by Seller as of the Effective Date. In the event Seller discovers an adverse material fact after the Effective Date, Seller shall timely disclose such adverse fact to Buyer. Buyer has the right to terminate this Contract based on the Seller's new disclosure within seven (7) days after Buyer's receipt of the new written disclosure.

11. Inspections. Buyer shall have a period of ninety (90) days from the Effective Date ("Due Diligence Period") to conduct all inspections, investigations, and reviews deemed necessary by Buyer at its expense and in its sole discretion. Buyer has the right to obtain environmental inspections of the Property including a Phase I Environmental Site Assessment. If the Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the inspection period may, at Buyer's election, be extended an additional thirty (30) days and if such extension extends beyond the Closing Date, the Closing Date shall be extended forty-five (45) days unless a lessor time is agreed upon by the Parties. Buyer has the right to terminate this Contract no later than five (5) days prior to the Closing Date based on any unsatisfactory results of the inspections, investigations, or reviews.

12. Termination After Inspection. If Buyer, in its sole and absolute discretion, is not satisfied with the results of any inspection, investigation or review for any reason, Buyer may terminate this Contract by delivering written notice of termination to Seller no later than five (5) days prior to the Closing Date. Upon such termination, neither Party shall have any further rights or obligations hereunder, except for those that expressly survive termination. If Buyer fails to provide such notice of termination, this right of termination shall be deemed waived.

13. Government Approvals. This Contract is contingent upon the final passage of an ordinance by the Pueblo City Council and signature of the Mayor of Pueblo, which:

(a) Approves this Contract and authorizes the purchase of the Property on the terms and conditions set forth herein; and
(b) Budgets and appropriates sufficient funds for the payment of the full Purchase Price.

Buyer shall use good faith efforts to obtain such approvals. If these approvals are not obtained within ninety (90) days of the Effective Date, Buyer may, at its sole discretion, terminate this Contract by providing written notice to Seller, whereupon neither Party shall have any further rights or obligations hereunder.

REPRESENTATIONS AND WARRANTIES OF SELLER

14. Authority and Status. Seller is a partnership duly organized, validly existing, and in good standing under the laws of the State of Colorado. Seller has the full right, power, and authority to enter into this Contract and to perform all its obligations hereunder. The individuals executing this Contract on behalf of Seller have the authority to bind Seller, and no other consents or approvals are required for the execution of this Contract or the consummation of the transaction contemplated herein.

15. Title to Property. Seller has good, marketable, and indefeasible fee simple title to the Property, free and clear of all liens, encumbrances, restrictions, easements, and other matters affecting title, except for:

(a) real property taxes and assessments not yet due and payable;
(b) matters that would be disclosed by an accurate survey or inspection of the Property;
(c) easements, covenants, and restrictions of record that do not materially interfere with Buyer's intended use of the Property; and
(d) other exceptions approved by Buyer in writing.

Seller will convey title to Buyer at Closing by General Warranty Deed in such condition.

16. No Conflicts or Pending Action. The execution and delivery of this Contract and the consummation of the transaction contemplated hereby will not conflict with or constitute a default under any agreement or instrument to which Seller is a party or by which the Property is bound. There is no action, suit, proceeding, or investigation pending or, to Seller's knowledge, threatened against Seller or the Property before any court or administrative agency which could affect the title to the Property or Seller's ability to perform its obligations under this Contract.

17. Compliance with Laws. To Seller's knowledge, the Property is in compliance with all applicable federal, state, and local laws, ordinances, regulations, and codes. Seller has not received any notice of violation of any such laws or regulations that has not been fully cured.

18. FIRPTA and Colorado Withholding. The Internal Revenue Service or the Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld at Closing depending on the Seller's status. Seller represents and warrants that it is not a foreign person for purposes of U.S. income taxation. Further, Seller represents that is a resident of the State of Colorado. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person or Colorado residency status. If withholding is required, Seller authorizes the Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

19. Leases and Contracts. There are no leases, tenancies, licenses, or other occupancy agreements in effect for any portion of the Property. There are no service, maintenance, or other contracts relating to the Property that will survive Closing.

REPRESENTATIONS AND WARRANTIES OF BUYER

20. Authority and Purpose. Buyer hereby represents and warrants to Seller as of the Effective Date of this Contract that it is a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Colorado. Subject to obtaining the governmental approvals described in paragraph 13 above, Buyer has the full right, power, and authority to enter into this Contract and to perform all its obligations hereunder. The execution and delivery of this Contract and the consummation of the transaction contemplated hereby will not conflict with or constitute a violation of any provision of Buyer's charter, ordinances, or any other law or regulation applicable to Buyer. Buyer is purchasing the Property for its own account for public use and not as an agent for any other person or entity.

DEFAULT AND REMEDIES

21. Default by Buyer. If Buyer fails to complete the purchase of the Property in accordance with the terms of this Contract for any reason other than a default by Seller or the failure of a Contingency that has not been waived by Buyer, Buyer shall be in default. In such event, Seller may, as its sole and exclusive remedy, terminate this Contract by providing written notice to Buyer in which case the Parties shall have no further obligation to the other.

22. Default by Seller. If Seller fails to complete the sale of the Property in accordance with the terms of this Contract for any reason other than a default by Buyer, Seller shall be in default. In such event, Buyer may, as its remedies:

(a) Terminate this Contract by providing written notice to Seller, in which case the Seller shall reimburse Buyer for its actual out-of-pocket expenses incurred in connection with its due diligence, including but not limited to review and inspection fees and costs, and title commitment/title insurance; or
(b) Seek specific performance of this Contract.

23. Termination Notice. If a Party has a right to terminate, as provided in this Contract, the termination is effective upon the other party's receipt of written notice to terminate provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified in the Contract is ineffective and does not terminate this Contract.

MISCELLANEOUS PROVISIONS

24. Notices. All notices, demands, and other communications required or permitted under this Contract shall be in writing and shall be deemed to have been duly given and received (a) on the date of service if served personally on the Party to whom notice is to be given; (b) on the day of transmission if sent by electronic mail to the addresses below; or (c) on the day after mailing if mailed to the Party to whom notice is to be given by a nationally recognized overnight courier service.

If to Buyer:
City of Pueblo
Attn: Mayor
1 City Hall Place
Pueblo, CO 81003
Email: mayor@pueblo.us and hgraham@pueblo.us
With a copy to:
City Attorney
1 City Hall Place
Pueblo, CO 81003
Email: csikes@pueblo.us

If to Seller:
Stanley Rivera and Alvin Rivera Partnership
Attn: Stanley Rivera and Alvin Rivera
999 W. Camino Pablo Dr.
Pueblo West, CO 81007-3153
Email: derekrivera@yahoo.com

25. Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action arising under this Contract shall be in the District Court for Pueblo County, Colorado.

26. Governmental Immunity. Nothing in this Contract shall be construed as a waiver of any rights, immunities, limitations, or defenses of the City of Pueblo under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., or any other applicable law. The City expressly reserves all such rights, immunities, limitations, and defenses as may be available to it under Colorado law.

27. Attorney's Fees. In the event of any litigation arising out of this Contract, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing Party.

28. Entire Contract and Amendment. This Contract, its exhibits and specified addenda, if any, constitute the entire agreement between the Parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the Parties. Any right or obligation

in this Contract, that by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

29. No Third Party Beneficiaries. The provisions of this Contract and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser, and their respective heirs, executors, administrators, successors and assigns only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Contract or of the documents to be executed and delivered at Closing.

30. Assignment. Neither Party may assign its rights or delegate its duties under this Contract without the prior written consent of the other Party.

31. Binding Effect. This Contract shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and permitted assigns.

32. Time is of the Essence. Time is of the essence for the performance of all obligations under this Contract.

33. Counterparts and Electronic Signatures. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that electronic signatures shall have the same legal effect as original signatures.

******SIGNATURE PAGE FOLLOWS******

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date.

BUYER:

City of Pueblo, a Colorado municipal corporation

By: _____
Heather Graham, Mayor

Date: _____

ATTEST:

By: _____
Marisa Stoller, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

SELLER:

Stanley Rivera and Alvin Rivera Partnership

By: _____
Stanley Rivera, Partner

Date: _____

By: _____
Alvin Rivera, Partner

Date: _____

Elected Official Ethics Complaint

E-25-10

Submitted On: Dec 19, 2025

Applicant

Elvis Martinez
[redacted]
[redacted]

Complainant Information

Please note that this form is considered a public document and may be released to the public by request pursuant to the Colorado Open Records Act.

Your full name:
Elvis Martinez

Street Address:
[redacted]

City:
Pueblo

State:
Co

Zip Code:
81003

Email:
[redacted]

Phone Number:
[redacted]

Complaint Details

Person against whom you are alleging the complaint:
Regina Maestri

Please select the alleged violation(s):

Disclosed confidential information acquired in the course of his or her official duties in order to further substantially his or her financial interests. (PMC §1-9-4(a)(1))
--

Accepted a gift of substantial value or a substantial economic benefit tantamount to a gift of substantial value. (PMC §1-9-4(a)(2))
--

Disclosed information or records that are not available to the public, which were acquired in the course of his or her public office duties without a legal basis or court order. (PMC §1-9-6)
--

Disclosed records or discussions of an executive session except pursuant to 24-6-402(2)(d.5)(II)(D), CRS. (PMC §1-9-6)
--

Performed an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he or she or his or her family has a substantial financial interest. (PMC §1-9-7(2))
--

Performed an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he or she is engaged as counsel, consultant, representative or agent. (PMC §1-9-7(2))
--

Other violation of the Ethics Code
true

Code Provision Citation:
1-9-1 (2) a. 1.

Date of official act
05/27/2025

What official act was taken?

The city council member was claiming to act in their compasity as an elected official outside of city council chambers

Please attach any supplemental evidence or additional pages of the complaint in the attachments section following.

I do hereby swear or affirm that the statements made here and attached hereto are true and accurate to the best of my knowledge.

By clicking to submit your digital signature, you agree that your electronic signatures appearing in this document are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. If you would like to sign this document manually, please contact the City Clerk's office at 719-553-2669.

true

Elected Official Ethics Complaint

E-25-11

Submitted On: Dec 19, 2025

Applicant

Elvis Martinez

[redacted]

Complainant Information

Please note that this form is considered a public document and may be released to the public by request pursuant to the Colorado Open Records Act.

Your full name:

Elvis Martinez

Street Address:

[redacted]

City:

Pueblo

State:

Co

Zip Code:

81003

Email:

[redacted]

Phone Number:

[redacted]

Complaint Details

Person against whom you are alleging the complaint:

Regina Maestri

Please select the alleged violation(s):

Disclosed confidential information acquired in the course of his or her official duties in order to further substantially his or her financial interests. (PMC §1-9-4(a)(1))

--

Accepted a gift of substantial value or a substantial economic benefit tantamount to a gift of substantial value. (PMC §1-9-4(a)(2))

--

Disclosed information or records that are not available to the public, which were acquired in the course of his or her public office duties without a legal basis or court order. (PMC §1-9-6)

--

Disclosed records or discussions of an executive session except pursuant to 24-6-402(2)(d.5)(II)(D), CRS. (PMC §1-9-6)

--

Performed an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he or she or his or her family has a substantial financial interest. (PMC §1-9-7(2))

--

Performed an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he or she is engaged as counsel, consultant, representative or agent. (PMC §1-9-7(2))

--

Other violation of the Ethics Code

true

Code Provision Citation:

Charter sec 2-6

Date of official act

11/01/2025

What official act was taken?

Campaign finance says she lives in Pueblo West. Voter registration doesn't mean the person lives at that address. Last year there wasn't any form of investigation if she moved outside of District 1. The city attorney never looked into the case after hearing of a possible move. https://photos.app.goo.gl/DqeCB7S2yL7GZ52T8 (https://photos.app.goo.gl/DqeCB7S2yL7GZ52T8)
https://photos.app.goo.gl/k1o6nj3RdBuvxaEQ6 (https://photos.app.goo.gl/k1o6nj3RdBuvxaEQ6)
https://photos.app.goo.gl/ypjcFisU5DatQB4R7

Please attach any supplemental evidence or additional pages of the complaint in the attachments section following.

I do hereby swear or affirm that the statements made here and attached hereto are true and accurate to the best of my knowledge.

By clicking to submit your digital signature, you agree that your electronic signatures appearing in this document are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. If you would like to sign this document manually, please contact the City Clerk's office at 719-553-2669.

true