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

TUESDAY, MAY 26, 2026
5:30 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 Tony Amaya, Pueblo Christian Center

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW AND APPROVAL OF AGENDA

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

I. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated May 11, 2026, as distributed.

I1 City Council Minutes 051126

J. PUBLIC HEARINGS

J1 Public Hearing for the purpose of receiving public testimony as it pertains to the City of Pueblo preparing its FY 2026 Annual Action Plan (AAP) for the program year running September 1, 2026–August 31, 2027 for FY 2026 Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds from the U.S. Department of Housing and Urban Development (HUD). In accordance with 24 CFR Part 91, the FY 2026 AAP will be submitted to HUD on or before July 18, 2026

REQUIRED COUNCIL ACTION: Open the Hearing, Receive Public Testimony, and Close the Hearing

K. CONSENT AGENDA

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

explanatory.

L. COMMUNICATIONS

L1 Minutes of the Planning and Zoning Commission Meeting for 3/11/2026

M. RESOLUTIONS

M1 A Resolution approving Amendment No. 1 of the Agreement for Professional Services between the City of Pueblo, a Colorado Municipal Corporation, and Galloway & Company, LLC, in the amount of $6,000 for Project No. R26-048 (previously listed as 26-013), Fire Station Commissioning Service, and authorizing the Purchasing Agent to execute same

M2 A Resolution authorizing the issuance of a Revocable Permit (REV-26-7) to the International Soap Box Derby/Pikes Peak Soap Box Derby for the use of Joplin Hill starting just north of E. 3rd St. and ending just south of E Ash St., blocking intersecting streets E. 3rd St. E. 2nd St., E 1st St., E. River St. and E Ash St. to host the Soap Box Derby

M3 A Resolution authorizing the issuance of a Revocable Permit (REV-26-13) to the City of Pueblo Parks & Rec for the use of the public right-of-way along Carlile Avenue closed from Goodnight Avenue extending north then east to Carlile Avenue to City Park Avenue for the purpose of hosting the Steel City Arkansas River Festival

M4 A Resolution confirming the appointment by the Mayor of Patrick Miller to complete a four-year term expiring August 1, 2029, on the Honor Farm Enterprise Citizens Advisory Board

M5 A Resolution confirming the appointment by the Mayor of Domonique Chavez and Ching Han Helen Chan to complete a three-year term expiring December 31, 2028, on the Pueblo Human Relations Commission

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance approving the 3rd 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 TAP M086-091 (24079)/MTF M086-088 (24024) for the Prairie Avenue to Minnequa Lake Trail Project, decreasing the funding from $1,410,542.00 to $1,354,010.04 and authorizing the Mayor to execute same

N2 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"), Adams and Jackson Roundabout Project SHO M086-093 (24462), decreasing the funding from $1,000,000 to $832,016.09 and authorizing the Mayor to execute same

N3 An Ordinance amending Section 607 of Chapter 1 of Title XI of the Pueblo Municipal Code relating to noise and clarifying and recognizing consistent with state statute its nonapplication to the State, political subdivisions of the State and nonprofits

N4 An Ordinance approving and adopting the City of Pueblo's 2026 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 application together 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 and authorizing the Mayor to execute subrecipient agreements for community development services

N5 An ordinance amending the fiscal year 2026 staffing ordinance by adding one (1) full-

time position entitled Housing Redevelopment Program Coordinator to the authorized staffing of the Housing and Citizen Services Department

N6 An Ordinance amending section 6-5-16 of Chapter 5, of Title VI of the Pueblo Municipal Code relating to the FY 2026 classification and pay plan by establishing the pay scale for Housing Redevelopment Program Coordinator

N7 An ordinance approving a T-Hangar Lease Agreement between the City of Pueblo, a Colorado Home Rule Municipal Corporation, and Daniel J. Ramos for Hangar Unit B at 31501 Bryan Circle at Pueblo Memorial Airport

N8 An Ordinance authorizing the City of Pueblo to grant a Conditional Waiver of Fees relating to Wastewater Connection Fees totaling a maximum of $236,170 for Phase II of the Pueblo Springs Apartments located in the southeast corner of the Pueblo Springs Apartments Subdivision

N9 An Ordinance accepting, approving and authorizing the Mayor to execute LPC-24-055 Pueblo Affordable Housing Procedure updates State of Colorado Grant Agreement Modification, Grant Agreement Amendment #1., and budgeting and appropriating incentive funds in the amount of $50,000 into PL2402

N10 An Ordinance approving a Memorandum of Understanding between the City of Pueblo and the Bureau of Alcohol, Tobacco, Firearms and Explosives regarding the NIBN National Correlation and Training Center

N11 An Ordinance approving a Memorandum of Understanding between the City of Pueblo and the Bureau of Alcohol, Tobacco, Firearms, and Explosives regarding the National Integrated Ballistic Information Network

N12 An Ordinance approving the contribution of $215,000 in support of the Fallen Officer Memorial, establishing Project CI2615 - Fallen Officer Memorial, Transferring $150,000 from Pueblo Police Department Wages/Police Service Account 10120502-51030 to Project CI2615, and transferring funds in the amount of $65,000 from project account CI2113 - ARPA Interest to Project CI2615.

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 June 08, 2026, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A Resolution approving Amendment No. 3 to the agreement for professional engineering services in the amount of $719,230.00 between the City of Pueblo, A Colorado Municipal Corporation, and RESPEC Company, LLC, A South Dakota limited liability company, for Project No. 24-098 State Fair and Bessemer Neighborhood Drainage Improvements Design and Analysis and authorizing the Purchasing Agent to execute the same

R. QUASI-JUDICIAL PROCEEDINGS

R1 An Ordinance amending zoning restrictions to rezone Lot 10, Block 5, Shulls Subdivision from O-1, Neighborhood Office Zone District to R-2, Single-Family Residential zone District - *Introduced May 11, 2026 by Councilor Brett Boston*

R2 An Ordinance approving the Pellecchia Subdivision - *Introduced May 11, 2026 by Councilor Brett Boston*

S. ORDINANCES – FINAL PRESENTATION

S1 An Ordinance amending Section 15-1-6 of the Pueblo Municipal Code relating to motorized vehicles upon bikepaths - *Introduced May 11, 2026 by Councilor Brett Boston*

S2 An Ordinance approving and accepting Colorado Department of Transportation (CDOT) Aeronautics Division Grant No. 26-PUB-01 for funds in the amount of $20,359 for the Taxiway A Sealcoat (Phase I) project design, bid, and sealcoat, budgeting and appropriating said funds to Project No. AP2603 – PUB Taxiway A Sealcoat project - *Introduced May 11, 2026 by Councilor Brett Boston*

S3 An Ordinance approving a 2nd amendment to an intergovernmental agreement between the City of Pueblo ("City"), a Colorado Municipal Corporation, and the Federal Highway Administration ("FHWA"), from the RAISE grant program, award number 693JJ32440495, relating to the West Side Connector Project, and authorizing the Mayor to execute same - *Introduced May 11, 2026 by Councilor Brett Boston*

S4 An Ordinance approving a Memorandum of Understanding between the City of Pueblo, a Colorado Municipal Corporation, Friends of City Park, a Colorado nonprofit corporation, and Historic Pueblo, Inc., a Colorado nonprofit corporation for the renovation of the City Park Bath House and authorizing the Mayor to execute said Memorandum of Understanding - *Introduced May 11, 2026 by Councilor Brett Boston*

S5 An Ordinance transferring funds in the amount of $25,000 from Project Account HU9999, FASTER projects to be determined to HU2603, West Side Connector, approving a Preliminary Engineering Services Agreement between BNSF Railway Company, a Delaware Corporation, and the City of Pueblo, a Colorado Municipal Corporation, relating to preliminary engineering work with respect to building an overpass across the BNSF Railroad track at West 24th Street and authorizing execution thereof by the Mayor - *Introduced May 11, 2026 by Councilor Brett Boston*

S6 An Ordinance approving and authorizing the Mayor to execute a Donation Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Morning Star Creations, Inc., a Colorado corporation; creating a new project account CI2614 - Vinewood Skate Park; and accepting, budgeting, and appropriating funds in the amount of $70,000.00 into Project CI2614 - Vinewood Skate Park - *Introduced May 11, 2026 by Councilor Brett Boston*

T. COUNCIL MEMBER CONFLICT OF INTEREST

Councilor Joe Latino may ask to be excused from the meeting due to a conflict of interest with agenda item number U-1.

U. COMMUNICATIONS

U1 A Citizen filed an ethics complaint against Councilor Joe Latino

V. ADJOURN

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, MAY 11, 2026 - 5:30 PM

MINUTES

A. CALL TO ORDER

President Aliff called the meeting to order at 5:30 p.m.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Council Members Present: Mark Aliff, Brett Boston, Roger Gomez, Joe Latino, Ted Hernandez, Dianne Danti, Selena Ruiz-Gomez.

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, City Clerk Clyde Bishop.

E. SPECIAL RECOGNITIONS

E1 PROCLAMATION PRESENTATION: "CANDICE TARAVELLA DAY — MAY 21, 2026" — SUSAN WHITTEMORE, MOTHER & TODD WHITTEMORE, FATHER

F. PUBLIC FORUM

- Troy Davenport spoke about the Fallen Officer Ceremony.
- Elvis Martinez various items

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 approve the agenda as distributed.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES 042726

Councilor Boston, seconded by Councilor Latino, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **April 27, 2026,** as distributed.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

K. CONSENT AGENDA

City Clerk Clyde Bishop read the Consent Agenda into the record.

L. COMMUNICATIONS

L1 MINUTES OF THE PLANNING AND ZONING COMMISSION MEETING FOR 2/11/2026

M. RESOLUTIONS

M1 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $271,050.32 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 38 WILLIAM WHITE BLVD, PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

This Resolution was assigned as **16317**.

M2 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $146,752.43 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1919 N GRAND AVE, PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

This Resolution was assigned as **16318**.

M3 A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE PUEBLO REGIONAL ON-CALL TRANSPORTATION TECHNICAL ASSISTANCE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BOHANNAN-HUSTON, INC., A NEW MEXICO CORPORATION, IN THE AMOUNT OF $38,000 FOR 22-069, TECHNICAL TRANSPORTATION PLANNING SERVICES FOR THE BICYCLE AND PEDESTRIAN MASTER PLAN UPDATE, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **16319**.

M4 A RESOLUTION APPROVING AMENDMENT NO. 7 OF THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SHORT-ELLIOTT-HENDRICKSON, INC., IN THE AMOUNT OF $20,724 FOR PROJECT NO. 21-075, DILLON AND EAGLERIDGE ROUNDABOUT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **16320**.

M5 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $4,930.42 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 134 DUNSMERE AVE, PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

This Resolution was assigned as **16321**.

M6 A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO CREDIT SANITARY SEWER FEES OF $245.60 TO ALI MILLER

This Resolution was assigned as **16322**.

M7 A RESOLUTION RATIFYING THE JOINT APPOINTMENT OF MARTINE P ORR, OLIVIA ST. ONGE, PAULA DAHL, HEATHER DEWEY, ALVA CLAUSSEN, BARBARA CLEMENTI, SANDRA SHERRER, AND DENNIS CHAPPELL TO THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC)

This Resolution was assigned as **16323**.

M8 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF LUCRETIA ROBINSON TO SERVE A FOUR-YEAR TERM EXPIRING JUNE 1, 2030, ON THE BOARD OF ELECTIONS

This Resolution was assigned as **16324**.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE AMENDING SECTION 15-1-6 OF THE PUEBLO MUNICIPAL CODE RELATING TO MOTORIZED VEHICLES UPON BIKEPATHS

N2 AN ORDINANCE APPROVING AND ACCEPTING COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AERONAUTICS DIVISION GRANT NO. 26-PUB-01 FOR FUNDS IN THE AMOUNT OF $20,359 FOR THE TAXIWAY A SEALCOAT (PHASE I) PROJECT DESIGN, BID, AND SEALCOAT, BUDGETING AND APPROPRIATING SAID FUNDS TO PROJECT NO. AP2603 – PUB TAXIWAY A SEALCOAT PROJECT

N3 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE LOT 10, BLOCK 5, SHULLS SUBDIVISION FROM O-1, NEIGHBORHOOD OFFICE ZONE DISTRICT TO R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT

N4
AN ORDINANCE APPROVING THE PELLECCHIA SUBDIVISION

N5 AN ORDINANCE APPROVING A 2ND AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO ("CITY"), A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL HIGHWAY ADMINISTRATION ("FHWA"), FROM THE RAISE GRANT PROGRAM, AWARD NUMBER 693JJ32440495, RELATING TO THE WEST SIDE CONNECTOR PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N6 AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FRIENDS OF CITY PARK, A COLORADO NONPROFIT CORPORATION, AND HISTORIC PUEBLO, INC., A COLORADO NONPROFIT CORPORATION FOR THE RENOVATION OF THE CITY PARK BATH HOUSE AND AUTHORIZING THE MAYOR TO EXECUTE SAID MEMORANDUM OF UNDERSTANDING

N7 AN ORDINANCE TRANSFERRING FUNDS IN THE AMOUNT OF $25,000 FROM PROJECT ACCOUNT HU9999, FASTER PROJECTS TO BE DETERMINED TO HU2603, WEST SIDE CONNECTOR, APPROVING A PRELIMINARY ENGINEERING SERVICES AGREEMENT BETWEEN BNSF RAILWAY COMPANY, A DELAWARE CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO PRELIMINARY ENGINEERING WORK WITH RESPECT TO BUILDING AN OVERPASS ACROSS THE BNSF RAILROAD TRACK AT WEST 24TH STREET AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

N8 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A DONATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND MORNING STAR CREATIONS, INC., A COLORADO CORPORATION; CREATING A NEW PROJECT ACCOUNT CI2614 - VINEWOOD SKATE PARK; AND ACCEPTING, BUDGETING, AND APPROPRIATING FUNDS IN THE AMOUNT OF $70,000.00 INTO PROJECT CI2614 - VINEWOOD SKATE PARK.

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 May 26, 2026, and Order the Ordinances to be published BY TITLE.

Roll Call – **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-

0.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO MAD FRESH PRODUCTIONS IN THE AMOUNT OF $2,500 TO SPONSOR THE 4TH ANNUAL HIP HOP FESTIVAL AT 11:00 AM AT MINERAL PALACE PARK ON SATURDAY, JULY 18, 2026

A staff report and detailed review of the Resolution was given by Brian McCain, Chief of Staff.

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** Councilor Gomez. Motion Passed 6-1.

This Resolution was assigned as **16325**.

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO CREATIVE CONSORTIUM OF PUEBLO (WITH FISCAL SPONSOR FRIENDLY HARBOR) IN THE AMOUNT OF $3,000 TO SPONSOR THEIR PROGRAM “MY NAME IS” AN ARTS-BASED YOUTH DOCUMENTARY STARTING ON MONDAY, JULY 13TH, 2026

A staff report and detailed review of the Resolution was given by Brian McCain, Chief of Staff.

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

Roll Call - **Ayes:** Councilor Latino, Councilor Hernandez, Councilor Ruiz-Gomez. **Nays:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Danti. Motion Failed 3-4.

Q3 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO PUEBLO LIBRARY FOUNDATION IN THE AMOUNT OF $2,000 TO SPONSOR THE SUMMER READING PROGRAM AND BOOKLOVERS BALL WITH THE SUMMER READING PROGRAM TAKING PLACE JUNE 1 - JULY 31, 2026, AT ALL 8 LIBRARY BRANCHES, AND THE BOOKLOVERS BALL TAKING PLACE AT RAWLINGS LIBRARY ON NOVEMBER 13TH, 2026

A staff report and detailed review of the Resolution was given by Brian McCain, Chief of Staff.

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as **16326**.

Q4 A RESOLUTION ESTABLISHING A NEW ACCOUNT PROJECT HU2605 SUN MOUNTAIN DRAINAGE AND TRANSFERRING FUNDS IN THE AMOUNT OF $500,000 FROM HUAN01 STREET RESURFACING TO ACCOUNT PROJECT HU2605 SUN MOUNTAIN DRAINAGE

A staff report and detailed review of the Resolution was given by Brian McCain, Chief of Staff.

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as **16327**.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE APPROVING AN AGREEMENT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND HABITAT FOR HUMANITY OF PUEBLO, INC., A COLORADO NONPROFIT ORGANIZATION, RELATING TO THE SALE OF PROPERTY DESCRIBED AS LOT 42 BLK 3 OAKSHIRE HILLS FILING NO. 2 FORMERLY #04-282-32-042, PARCEL # 04-282-42-042, FOR ONE DOLLAR ($1.00), AND AUTHORIZING THE MAYOR TO DO THE SAME

A staff report and detailed review of the Ordinance was given by Melissa Cook, Director of Housing and Citizen Services.

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** President Aliff. Motion Passed 6-1.

This Ordinance was assigned as **11170.**

R2 AN ORDINANCE APPROVING AN AGREEMENT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND HABITAT FOR HUMANITY OF PUEBLO, INC., A COLORADO NONPROFIT ORGANIZATION, RELATING TO THE SALE OF PROPERTY DESCRIBED AS LOT 51 BLK 3 OAKSHIRE HILLS FILING NO. 2 FORMERLY #04-282-32-051, PARCEL #04-282-42-051, FOR ONE DOLLAR ($1.00), AND AUTHORIZING THE MAYOR TO DO THE SAME

A staff report and detailed review of the Ordinance was given by Melissa Cook, Director of Housing and Citizen Services.

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **11171.**

R3 AN ORDINANCE ACCEPTING A QUITCLAIM DEED FROM PADULA FAMILY PARTNERSHIP, LLLP, FOR RIGHT OF WAY AND DRAINAGE CROSSING AND APPROVING A QUITCLAIM DEED CONVEYING RESIDUAL AND SURPLUS LAND TO PADULA FAMILY PARTNERSHIP, LLLP

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **11172.**

R4 AN ORDINANCE BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $520,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE HEALTH SELF-INSURANCE FUND FOR THE IMPLEMENTATION AND ADMINISTRATION OF THE EMPLOYEE HEALTH CLINIC FOR FY 2026

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

PUBLIC HEARING:

- Elvis Martinez appeared in person and spoke against this Ordinance.

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **11173.**

R5 AN ORDINANCE APPROVING AN OFFENDER LABOR COOPERATIVE

AGREEMENT WITH THE STATE OF COLORADO AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

PUBLIC HEARING:

- George Konjiclla appeared in person and spoke in favor of this Ordinance.

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **11174.**

S. ADJOURN

President Aliff adjourned the meeting at 6:37 p.m.

Respectfully submitted,
Clyde Bishop

Clyde Bishop
City Clerk

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar
Samuel Hernandez Jr.
Cheryl Spinuzzi
James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, March 11, 2026, 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:35 pm. with Vice Chairman Patrick Avalos presiding. Mike Castellucci arrived at 3:38 and led the meeting.

Commissioners Present: Brett Boston, Mike Castellucci, Patrick Avalos, Alexandra Aznar, Elizabeth Bailey, James Salazar. Cheryl Spinuzzi was present via Zoom.

Commissioners Absent: N/A

Staff Members Present: Laura Portis, Assistant City Attorney; Beritt Odom, Director of Planning and Community Development; Riane Ledford, Planner; and Cindy Capritta, Land Use Technician.

Staff Members Absent: N/A

Approval of the Agenda: Bailey moved to approve the agenda, seconded by Salazar.

Motion Passed: 7-0.

Public Meeting: N/A

Public Hearing:

Z-25-27 Rezone: A rezoning of 0.22 acres at the southeast corner of Thatcher Ave and Cherry Ln from Highway and Arterial Business (B-3) to a One-and Two-Family Residential (R-3) Zone District. Staff Report by Hannah Prinzi, Planner.

Hearing: Applicant Francis Blackford was sworn in and spoke in support of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the rezone application be forward to City Council, seconded by Salazar.

Motion Passed: 7-0

S-25-09 Behm-Hill Ranch Subdivision: A subdivision of 2.14 acres into two lots and one parcel adjacent to S Prairie Ave, generally north of the Walmart Neighborhood Market. Staff Report by Hannah Prinzi, Planner.

Hearing: Applicant Randy Reeves representing Cardinal Points was sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the subdivision application with four staff condition be forward to City Council, seconded by Boston.

Motion Passed: 7-0

SAP-26-01 Behm-Hill Ranch Special Area Plan: A special area plan of 2.14 acres into two lots and one parcel to ensure access, generally north of the Walmart Neighborhood Market. Staff Report by Hannah Prinzi, Planner.

Hearing: Applicant Randy Reeves remained sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey motioned to recommend the SAP application with one staff condition be forward to City Council, seconded by Boston.

Motion Passed: 7-0

PUD-26-01: PUD Site Plan Review: Review of amended site plan for 4783 Desert Candle Dr to reduce a side setback from 5' to 4' in the Walking Stick PUD District. Staff Report by Mikaylin Hackley, Planner.

Hearing: Applicant Cathy Grasmick was sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey motioned, seconded by Boston, to approve the PUD Site Plan application.

Motion Passed: 7-0

Approval of Minutes:

Bailey moved to approve the minutes from the February 11, 2026, meeting, seconded by Avalos.

Motion Passed: 7-0

Old/New Business: N/A

Adjourn at 4:16 PM

Respectfully submitted,

Mike Castellucci
Chairperson

Beritt Odom
Executive Secretary

Digital recordings of all the meetings of the Planning and Zoning Commission are maintained and available for inspection and review during normal business hours (M – F, 8 a.m. – 5 p.m.) at the Department of Planning & Community Development, 101 W Riverwalk, Pueblo 81003.

Docusign Envelope ID: 91F82E83-951C-81CD-836C-819D713648D7

City Clerk's Office Item # M1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 26, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION APPROVING AMENDMENT NO. 1 OF THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND GALLOWAY & COMPANY, LLC, IN THE AMOUNT OF $6,000 FOR PROJECT NO. R26-048 (PREVIOUSLY LISTED AS 26-013), FIRE STATION COMMISSIONING SERVICE, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution approves Amendment No. 1 to the Professional Consulting Services Agreement awarded to Galloway & Company, LLC, in the amount of $6,000.00 for Project No. R26-048 (previously listed at 26-013), Fire Station Commissioning Service.

PREVIOUS COUNCIL ACTION:

Ordinance 10903, dated February 24, 2025, created three projects, approved an Intergovernmental Agreement between the City of Pueblo and the State of Colorado, Colorado Energy Office, relating to the Geothermal Energy Grant Program, accepted the grant and budgeted and appropriated funds in the amounts of $90,000.00 for each fire station, totaling $270,000.00 for the project.

Resolution 16244, dated February 9, 2026, awarded a professional services agreement in the amount of $44,600.00 to Galloway & Company, LLC, for Project No. 26-013 Fire Station Commission Service.

BACKGROUND:

Per the geothermal grant received from the State of Colorado, the City is required to provide formal commissioning reports for the systems that were installed at each of the new fire stations. The consultant will do a third-party audit of the design drawings, conduct field inspections to review and test the systems, and complete a report verifying all systems were installed as designed and functioning as intended.

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To meet the technical expectations of the grant the City received from the State of Colorado, and to ensure long-term efficiency, safety, and performance of the geothermal systems, the City requires the addition of a geothermal-specific subconsultant. The geothermal systems are highly specialized and are not typically found in most commercial construction projects. This subconsultant will provide expert analysis, commissioning support, and documentation for the geothermal components, integrating their work with the prime commissioning consultant and the project design and construction teams.

FINANCIAL IMPLICATIONS:

Funding for Amendment No. 1 ($6,000.00) will be paid from account FD2401, Fire Stations #6, #8 and #11.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the addition of the geothermal specific subconsultant.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. R26-0048 Amendment No 1 Galloway Fire Station Commissioning

Docusign Envelope ID: 91F82E83-951C-81CD-836C-819D713648D7

RESOLUTION NO. 16328

A RESOLUTION APPROVING AMENDMENT NO. 1 OF THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND GALLOWAY & COMPANY, LLC, IN THE AMOUNT OF $6,000 FOR PROJECT NO. R26-048 (PREVIOUSLY LISTED AS 26-013), FIRE STATION COMMISSIONING SERVICE, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, Project No. 26-013 (now R26-048), Fire Station Commissioning Service was awarded to Galloway & Company, LLC, on February 23, 2026; and,

WHEREAS, a geothermal specific subconsultant contemplated by Amendment No. 1 is needed; and,

WHEREAS, it is in the best interest of the City of Pueblo to proceed with the addition of a geothermal specific subconsultant in the manner herein provided; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Amendment No. 1, by and between the City of Pueblo, a Municipal Corporation, and Galloway & Company, LLC, a Delaware Limited Liability Company, a copy of which is attached hereto, having been approved as to form by the City of Pueblo Attorney, is hereby approved, and City Council authorizes the additional work contemplated by Amendment No. 1 to be performed in the amount of $6,000.00.

SECTION 2.

Funds in the amount of $6,000.00 will be paid from Project FD2401, Fire Stations #6, #8 and #11.

SECTION 3.

The Purchasing Agent is hereby authorized to execute Amendment No. 1 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.

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: 91F82E83-951C-81CD-836C-819D713648D7

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 26, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AF8727B140A...
CITY CLERK

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND GALLOWAY & COMPANY, LLC

1. INTRODUCTION

This Amendment No. 1 to the Professional Services Agreement ("Amendment") is executed to be effective as of the _____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation (“City”) and Galloway & Company, LLC, a Delaware Limited Liability Company registered to do business in Colorado (“Consultant”). City and Consultant are sometimes referred to herein as a “Party” and collectively, as the “Parties.”

2. PROJECT STATEMENT

WITNESSETH THAT:

WHEREAS, City and Consultant entered into that certain Professional Services Agreement dated February 23, 2026 for Project R26-0048 Fire Station Commissioning Service (“Agreement” previously listed as 26-013);

WHEREAS, City and Consultant desire to amend the Agreement pursuant to the provisions set forth herein;

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

3. AGREEMENT

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

   1. Consultant shall provide ground source heat pump subconsultant to review all 3 fire stations as identified in Attachment A.

   2. Attachment A to this Amendment No. 1 shall be additional work as agreed upon by Consultant and City, and Consultant shall complete the work items as generally described in said Attachment A in accordance with the terms of the Agreement.

B. With respect to services provided under the Amendment No. 1, the fee schedule attached as Attachment B to this Amendment No. 1 shall apply to compensation payable to Consultant. The aggregate compensation payable to the Consultant for performance of the additional services authorized by this Amendment No. 1 shall not exceed the maximum amount of $6,000.00 as set forth in the Attachment B and notwithstanding whether the service is billed as Time and Material.

   1. The compensation payable to the Consultant by this Amendment No. 1 shall be billed at the amounts set forth in the Attachment B.

   2. City must respond in writing with written approval prior to Consultant beginning work.

C. City and Consultant shall establish a mutually agreeable work schedule for completion of each major work item. Consultant shall commence and complete all work according to such schedule; however, Consultant will not be responsible for delays beyond Consultant's control.

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

E. Except as expressly modified by this Amendment No. 1, the Agreement shall remain in full force and effect. Except as modified by this Amendment No. 1, any obligations to be performed under the 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 Agreement as it existed prior to this Amendment No. 1.

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

4. SIGNATURE SECTION

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Director of Purchasing

Attest_____
Clyde Bishop, City Clerk

[SEAL]

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

_____
Danny Nunn, Director of Finance

GALLOWAY & COMPANY, LLC

By_____
John Wirtz, Chief Financial Officer

APPROVED AS TO FORM
DEPARTMENT OF LAW

_____
Robert Jagger, Deputy City Attorney

Attachments: Attachments A - B and Additional Information for Amendment

Attachment A

Scope of Service

Excerpt from Consultant Proposal dated March 31, 2026

Submitted herewith is our scope of services and fee estimate to perform the following additional services for the above referenced project.

PROJECT DESCRIPTION
Commissioning Services for Fire Stations No. 6, 8 & 11

PROFESSIONAL SERVICES TO BE PROVIDED BY GALLOWAY

Ground Source Heat Pump Subconsultant to review all 3 Fire Stations…
Plan Review, Onsite Inspections, Water Quality (Field Test), GSHP Capacity (Field Calculations)

To be added to **Galloway Project No. PUE 3.50 / Phase 701 / Task 46**

Attachment B

Fee Schedule

Excerpt from Consultant Proposal dated March 31, 2026

FEE ESTIMATE

Based upon the above described scope of services, we estimate the following fees for our work. This is a fixed fee including all expenses, which are defined below, if applicable, or identified in the original contract. To be added to **Galloway Project No. PUE 3.50 / Phase 701 / Task 46**

Description	Estimated Fee
GSHP Contractor / Subconsultant	$ 6,000
TOTAL FEE	$ 6,000

Additional Information for Amendment

Certificate of Good Standing [To be added prior to signature]

PERA Questionnaire [To be added prior to signature]

Insurance Certificate(s) [To be added prior to signature]

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City Clerk's Office Item # M2

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 26, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-7) TO THE INTERNATIONAL SOAP BOX DERBY/PIKES PEAK SOAP BOX DERBY FOR THE USE OF JOPLIN HILL STARTING JUST NORTH OF E. 3RD ST. AND ENDING JUST SOUTH OF E ASH ST., BLOCKING INTERSECTING STREETS E. 3RD ST. E. 2ND ST., E 1ST ST., E. RIVER ST. AND E ASH ST. TO HOST THE SOAP BOX DERBY

SUMMARY:

Attached is a Revocable Permit submitted by the International Soap Box Derby/Pikes Peak Soap Box Derby.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The International Soap Box Derby/Pikes Peak Soap Box Derby has submitted a Revocable Permit (REV-26-7) for the use of Joplin Hill starting just north of E. 3rd St. and ending just south of E Ash St., blocking intersecting streets E. 3rd St. E. 2nd St., E 1st St., E. River St. and E Ash St. to host the Soap Box Derby June 5, 2026, at 12:00 p.m. to June 7, 2026, at 7:00 p.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

Docusign Envelope ID: 91F82E83-951C-81CD-836C-819D713648D7

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from utilizing the right-of-way to host their soap box derby.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 26-7

Docusign Envelope ID: 91F82E83-951C-81CD-836C-819D713648D7

RESOLUTION NO. 16329

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-7) TO THE INTERNATIONAL SOAP BOX DERBY/PIKES PEAK SOAP BOX DERBY FOR THE USE OF JOPLIN HILL STARTING JUST NORTH OF E. 3RD ST. AND ENDING JUST SOUTH OF E ASH ST., BLOCKING INTERSECTING STREETS E. 3RD ST. E. 2ND ST., E 1ST ST., E. RIVER ST. AND E ASH ST. TO HOST THE SOAP BOX DERBY

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-26-7) is authorized to be issued to the International Soap Box Derby/Pikes Peak Soap Box Derby for the use of Joplin Hill starting just north of E. 3rd St. and ending just south of E Ash St., blocking intersecting streets E. 3rd St. E. 2nd St., E 1st St., E. River St. and E Ash St. to host the Soap Box Derby June 5, 2026, at 12:00 p.m. to June 7, 2026, at 7:00 p.m.

SECTION 2.

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

SECTION 3.

The officers 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 immediately upon passage and approval.

INTRODUCED: May 26, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AF8727B149A...
CITY CLERK

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **International Soap Box Derby/Pikes Peak Soap Box Derby PO Box 2504 Monument, CO 80132 (719) 999-RACE**
2. Permitted Area: **Joplin Hill starting just north of E. 3rd St. and ending just south of E. Ash St. Blocking intersecting streets E. 3rd St., E. 2nd St., E 1st St., E. River St. and E. Ash St.**
3. Purpose of Revocable Permit: **to host their Soap Box Derby**
4. Commencement Date: **June 5, 2026** Time: **12:00 pm**
5. Ending Date: **June 7, 2026** Time: **7:00 pm**

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

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

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

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

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

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

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

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

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

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

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19

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

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

(ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee. Each party reserves the right to change its address provided notice of such change is given in accordance with this paragraph (k).

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

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

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

(o) Permittee acknowledges and agree that use of the Permitted Area shall be conducted in compliance with applicable laws and regulations including but not limited orders, regulations and directives issued by the Governor, Colorado Department of Public Health and Environment and the Pueblo County Department of Public Health and Environment with respect to COVID-19 ("COVID-19 Regulations"). Seven days prior to Commencement Date, Permittee shall submit in writing to the Revocable Permit Review Committee those actions Permittee shall take to assure protection of the public health and compliance with COVID-19 Regulations.

(p) Permittee further acknowledges and agrees that this Permit is temporary and subject to revocation or termination if the purpose of the permit or any potential activities to be conducted under the Permit is determined by the Mayor of City, in his sole and absolute discretion, to not be in furtherance of and/or contrary to the public health or welfare due to COVID-19 or related issues. Such determination and termination may be issued at any time, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

(q) Nothing in this Permit shall be interpreted to limit or prevent the protections afforded to City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

Signed in Pueblo, Colorado this 8TH day of MAY, 20 26.

PERMITTEE:
Organization or Individual: PIKES PEAK SOAP BOX DERBY
By: ARNOLD COLEMAN
Title: MARKETING CHAIR

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 8 day of MAY, 20 26 by _____ as _____.

My commission expires: 22 DEC. 2029.

STEPHEN KOURI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074012381
MY COMMISSION EXPIRES 12/22/2029

Notary Public

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

By _____

Heather Graham, Mayor

Docusign Envelope ID: 91F82E83-951C-81CD-836C-819D713648D7

City Clerk's Office Item # M3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 26, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-13) TO THE CITY OF PUEBLO PARKS & REC FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG CARLILE AVENUE CLOSED FROM GOODNIGHT AVENUE EXTENDING NORTH THEN EAST TO CARLILE AVENUE TO CITY PARK AVENUE FOR THE PURPOSE OF HOSTING THE STEEL CITY ARKANSAS RIVER FESTIVAL

SUMMARY:

Attached is a draft Revocable Permit (REV-26-13) submitted to the City of Pueblo Parks & Rec for the use of the public right-of-way along Carlile Avenue closed from Goodnight Avenue extending north then east to Carlile Avenue to City Park Avenue for the purpose of hosting the Steel City Arkansas River Festival on June 27, 2026, from 6:00 a.m. to 8:00 p.m.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City of Parks & Rec has submitted an application for a Revocable Permit (REV-26-13) to the City of Pueblo Parks & Rec for the use of the public right-of-way along Carlile Avenue closed from Goodnight Avenue extending north then east to Carlile Avenue to City Park Avenue for the purpose of hosting the Steel City Arkansas River Festival on June 27, 2026, from 6:00 a.m. to 8:00 p.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

Docusign Envelope ID: 91F82E83-951C-81CD-836C-819D713648D7

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from exclusive use of the right-of-way.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 26-13

Docusign Envelope ID: 91F82E83-951C-81CD-836C-819D713648D7

RESOLUTION NO. 16330

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-13) TO THE CITY OF PUEBLO PARKS & REC FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG CARLILE AVENUE CLOSED FROM GOODNIGHT AVENUE EXTENDING NORTH THEN EAST TO CARLILE AVENUE TO CITY PARK AVENUE FOR THE PURPOSE OF HOSTING THE STEEL CITY ARKANSAS RIVER FESTIVAL

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-26-13) is authorized to be issued to the City of Pueblo Parks & Rec for the use of the public right-of-way along Carlile Avenue closed from Goodnight Avenue extending north then east to Carlile Avenue to City Park Avenue for the purpose of hosting the Steel City Arkansas River Festival on June 27, 2026, from 6:00 a.m. to 8:00 p.m.

SECTION 2.

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

SECTION 3.

The officers 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 immediately upon passage and approval.

INTRODUCED: May 26, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff D7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AF8727B149A...
CITY CLERK

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **City of Pueblo-Parks & Rec 800 Goodnight Ave. 719-553-2682**
2. Permitted Area: **Carlile Avenue closed from Goodnight Avenue extending north then east to Carlile Avenue to City Park Avenue**
3. Purpose of Revocable Permit: **To host the Steel City Arkansas River Festival**
4. Commencement Date: **June 27, 2026** Time: **6:00 AM**
5. Ending Date: **June 27, 2026** Time: **8:00 PM**

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

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

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

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

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

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

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

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

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

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

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19

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

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

(ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee. Each party reserves the right to change its address provided notice of such change is given in accordance with this paragraph (k).

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

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

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

(o) Permittee acknowledges and agree that use of the Permitted Area shall be conducted in compliance with applicable laws and regulations including but not limited orders, regulations and directives issued by the Governor, Colorado Department of Public Health and Environment and the Pueblo County Department of Public Health and Environment with respect to COVID-19 ("COVID-19 Regulations"). Seven days prior to Commencement Date, Permittee shall submit in writing to the Revocable Permit Review Committee those actions Permittee shall take to assure protection of the public health and compliance with COVID-19 Regulations.

(p) Permittee further acknowledges and agrees that this Permit is temporary and subject to revocation or termination if the purpose of the permit or any potential activities to be conducted under the Permit is determined by the Mayor of City, in his sole and absolute discretion, to not be in furtherance of and/or contrary to the public health or welfare due to COVID-19 or related issues. Such determination and termination may be issued at any time, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

(q) Nothing in this Permit shall be interpreted to limit or prevent the protections afforded to City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

Signed in Pueblo, Colorado this 11th day of May, 2026.

PERMITTEE:

Organization or Individual: City of Pueblo Parks & Rec

By: Lindsay Martin

Title: Outdoor Rec Admin.

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 11th day of May 2026 by Lindsay Smith as Outdoor Rec Admin.

My commission expires: _____.

TACY SUZETTE BARRY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234007982
MY COMMISSION EXPIRES 02/28/2027

Notary Public

APPROVED this _____ day of _____, 20____.

PUEBLO, a Municipal Corporation

By _____

Heather Graham, Mayor

Docusign Envelope ID: 91F82E83-951C-81CD-836C-819D713648D7

City Clerk's Office Item # M4

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 26, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Alyssa Parga, Executive Assistant to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF PATRICK MILLER TO COMPLETE A FOUR-YEAR TERM EXPIRING AUGUST 1, 2029, ON THE HONOR FARM ENTERPRISE CITIZENS ADVISORY BOARD

SUMMARY:

This Resolution confirms the appointment by the Mayor of Patrick Miller to complete a four-year term expiring August 1, 2029, on the Honor Farm Enterprise Citizens Advisory Board.

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 Michael Riley, there is an appointment available to serve a four-year term expiring August 1, 2029, on the Honor Farm Enterprise Citizens Advisory Board.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

Docusign Envelope ID: 91F82E83-951C-81CD-836C-819D713648D7

ALTERNATIVES:

Remove from the agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 91F82E83-951C-81CD-836C-819D713648D7

RESOLUTION NO. 16331

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF PATRICK MILLER TO COMPLETE A FOUR-YEAR TERM EXPIRING AUGUST 1, 2029, ON THE HONOR FARM ENTERPRISE CITIZENS ADVISORY BOARD

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Patrick Miller to the Honor Farm Enterprise Citizens Advisory Board; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Patrick Miller to the Honor Farm Enterprise Citizens Advisory Board to complete a four-year term expiring August 1, 2029, 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: May 26, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AF8727B149A...
CITY CLERK

Docusign Envelope ID: 91F82E83-951C-81CD-836C-819D713648D7

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 26, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Alyssa Parga, Executive Assistant to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF DOMONIQUE CHAVEZ AND CHING HAN HELEN CHAN TO COMPLETE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2028, ON THE PUEBLO HUMAN RELATIONS COMMISSION

SUMMARY:

This Resolution confirms the appointment by the Mayor of Domonique Chavez and Ching Han Helen Chan to complete a three-year term expiring December 31, 2028, on the Pueblo Human Relations Commission.

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 resignations and term expirations, there are three available positions on this commission to serve a three-year term expiring December 31, 2028; one position available for a term expiring December 31, 2027; and one appointment available to serve a one-year term expiring December 31, 2026.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

Docusign Envelope ID: 91F82E83-951C-81CD-836C-819D713648D7

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Remove from the agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 91F82E83-951C-81CD-836C-819D713648D7

RESOLUTION NO. 16332

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF DOMONIQUE CHAVEZ AND CHING HAN HELEN CHAN TO COMPLETE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2028, ON THE PUEBLO HUMAN RELATIONS COMMISSION

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Domonique Chavez and Ching Han Helen Chan to the Pueblo Human Relations Commission; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Domonique Chavez and Ching Han Helen Chan to the Pueblo Human Relations Commission to complete a three-year term expiring December 31, 2028, 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: May 26, 2026

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AF8727B149A...
CITY CLERK

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 26, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING THE 3RD 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 TAP M086-091 (24079)/MTF M086-088 (24024) FOR THE PRAIRIE AVENUE TO MINNEQUA LAKE TRAIL PROJECT, DECREASING THE FUNDING FROM $1,410,542.00 TO $1,354,010.04 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves the 3rd 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 Prairie Avenue to Minnequa Lake Trail Project by reducing the funding from $1,410,542.00 to $1,354,010.04.

PREVIOUS COUNCIL ACTION:

Ordinance 9969, final adoption by City Council on July 26, 2021, established project CI2115, approved the Intergovernmental Agreement (IGA) between the City of Pueblo and the Colorado Department of Transportation (CDOT), budgeted and appropriated funds totaling $388,000.00 for the Prairie Avenue to Minnequa Lake Trail Project.

Resolution 14816, final approval by City Council on February 28, 2022, awarded an Agreement for Professional Design Services to Dibble & Associates Consulting Engineers, Inc., for engineering design services for Prairie Avenue to Minnequa Lake Trail Project.

Ordinance 10307, final approval by City Council on October 24, 2022, approved the 1st Amendment to the Intergovernmental Agreement (IGA) between the City of Pueblo and

the Colorado Department of Transportation (CDOT), budgeted and appropriated funds totaling $1,022,542.00 for the Prairie Avenue to Minnequa Lake Trail Project.

Resolution 15219, dated May 8, 2023, awarded a construction contract in the amount of $882,538.00 to Standard Concrete, Inc., for Project 23-025, Prairie Avenue to Minnequa Lake Trail, setting forth $429,004.00 for contingencies.

Ordinance 10615, final approval by City Council on December 11, 2023, approved the 2nd Amendment to the Intergovernmental Agreement (IGA) between the City of Pueblo and the Colorado Department of Transportation (CDOT), to remove CDOT insurance requirements.

BACKGROUND:

The project includes the design and construction of an on-street and off-street trail connection from Prairie Avenue and SH45, Pueblo Boulevard, to Lake Minnequa in the City, Project M086-088 (24024) and M086-091 (24079). The project will include the design of the entire project and will include construction of a ten-foot-wide concrete multi-use trail, trailhead improvements and trail grade improvements. The project will also include lighting, crosswalk improvements, onstreet bike lanes, bollards and some grading.

The project, according to the Scope of Work contained in the IGA and all amendments, has been completed. The amendment formalizes the return of the unused grant funds to the Transportation Alternatives Program and the Multimodal Option Funds 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. Draft AM3 Pueblo (24079 24024) 331002373 May 01, 2026
2. GRANT CERTIFICATION (signed)

ORDINANCE NO.

AN ORDINANCE APPROVING THE 3RD 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 TAP M086-091 (24079)/MTF M086-088 (24024) FOR THE PRAIRIE AVENUE TO MINNEQUA LAKE TRAIL PROJECT, DECREASING THE FUNDING FROM $1,410,542.00 TO $1,354,010.04 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The 3rd Amendment to the Intergovernmental Agreement ("Amendment") between the City of Pueblo, a Colorado Municipal Corporation, and State of Colorado, acting by and through the Colorado Department of Transportation (CDOT), Project: TAP M086-091 (24079)/MTF M086-088 (24024), Prairie Avenue to Minnequa Lake Trail 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 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 #: 3 **Project: TAP M086-091 (24079)/ MTF M086-088 (24024)**

SIGNATURE AND COVER PAGE

State Agency Department of Transportation	**Amendment Routing Number** 21-HA2-XC-00024-M0005
Local Agency City of Pueblo	**Original Agreement Routing Number** 21-HA2-XC-00024
Agreement Maximum Amount $1,354,010.04	**Agreement Beginning Date** May 10, 2021
	Agreement Expiration Date The earlier of the Amendment Effective Date or February 24, 2031

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:_____
Heather Graham

Title:_____
(Mayor)

Date:_____

SECOND LOCAL AGENCY SIGNATURE
City of Pueblo

By:_____
*ATTEST

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:_____

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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 originally entered into this Agreement on May 10, 2021, for Prairie Avenue to Minnequa Lake Trail improvements. Now the Parties desire to terminate the Agreement.

5) MODIFICATIONS

The Parties amend the Agreement as follows:

A. Reduce Agreement Maximum Amount from $1,410,542.00 to $1,354,010.04, to reflect final Project costs and invoicing;

B. The Parties desire to terminate the Agreement, with the execution of this Amendment, this Agreement is now terminated;

C. Replace **Exhibit C-6**, with **Exhibit C-7**, which is attached and incorporated herein.

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.

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EXHIBIT C-7 - FUNDING PROVISIONS

City of Pueblo - TAP M086-091 (24079)/ MTF M086-088 (24024)

A. Cost of Work Estimate

The Local Agency has estimated the total cost of the Work to be $1,354,010.04, which is to be funded as follows:

1. FUNDING

TAP M086-091 (24079)

a. Federal Funds
(100% of TAP Award) $194,000.00

b. Federal Funds ARPA **US Treasury Expenditure Category EC6**
(100% of ARPA Award) $980,187.74

MTF M086-088 (24024)

a. State Funds
(100% of MMOF Award) $179,822.30

TOTAL FUNDS ALL SOURCES	**$1,354,010.04**

2. OMB UNIFORM GUIDANCE

a.	Federal Award Identification Number (FAIN):	693JJ22330000Y306COM086091
b.	Name of Federal Awarding Agency:	FHWA, USDT
c.	Local Agency Unique Entity Identifier	NJK3BNUDRHJ7
d.	Assistance Listing #	
	Highway Planning and Construction	ALN 20.205
	Coronavirus State and Local Fiscal Recovery Funds	ALN 21.027
	Surface Transportation Block Program	ALN 20.287
e.	Is the Award for R&D?	No
f.	Indirect Cost Rate (if applicable)	N/A
g.	Amount of Federal Funds Obligated by this Action:	$0.00
h.	Amount of Federal Funds Obligated to Date (including this Action):	$1,174,187.74

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a.	Federal Funds Budgeted	$194,000.00
b.	ARPA Funds Budgeted	$980,187.74
c.	State Funds Budgeted	$179,822.30
d.	Less Estimated Federal Share of CDOT-Incurred Costs	$0.00

TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	**100%**	**$1,354,010.04**
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	**0%**	**$0.00**
TOTAL PROJECT ESTIMATED FUNDING	**100.00%**	**$1,354,010.04**

4. FOR CDOT ENCUMBRANCE PURPOSES

TAP M086-091 (24079)
TAP Fed Funds

a.	Total Encumbrance Amount (Federal funds + Local Agency funds)	$194,000.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00

ARPA Fed Funds

a.	Total Encumbrance Amount (Only ARPA funds are encumbered)	$980,187.74
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00

MTF M086-091 (24024)
MMOF State Funds

a.	Total Encumbrance Amount (Only State funds are encumbered)	$179,822.30
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00

NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS		**$1,354,010.04**
TAP Fed Funds		
Const. 3301		
WBS Element 24079.20.10	Performance Period Start*/End Date 03/08/2023 – 12/31/2025	$194,000.00
ARPA Fed Funds		
Const. 3301		
WBS Element 24079.20.10	Performance Period Start**/End Date 11/09/2022 – 12/11/2026	$980,187.74
MMOF State Funds		
Design 3020		
WBS Element 24024.10.30	Performance Period Start**/End Date N/A – N/A	$84,822.30
Const. 3301		
WBS Element 24024.20.10	Performance Period Start**/End Date N/A – N/A	$95,000.00

*The Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

**The Local Agency should not begin work until both of the following are in place: 1) the execution of the document encumbering funds for the respective phase; and 2) Local Agency receipt of the official Notice to Proceed. Any work performed before these two (2) milestones are achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the Federal funds for this Work is 100% Federal & State funds to 0% Local Agency funds, and this ratio applies only to the $1,354,010.04 that is eligible for Federal & State funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds $1,354,010.04, and additional Federal & State funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than $1,354,010.04, then the amounts of Local Agency and Federal & State funds will be decreased in accordance with the funding ratio described in **A1**. **This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be $1,354,010.04. For CDOT accounting purposes, the federal funds of $1,174,187.74 and the State funds of $179,822.30 will be encumbered for a total encumbrance of $1,354,010.04. The total budget of this project is $1,354,010.04, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. **This applies to the entire scope of Work. ARPA Funds can only originate from and after May 18, 2021.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving $1,000,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements). The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. **Expenditure less than $1,000,000**
If the Local Agency expends less than $1,000,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. **Expenditure of $1,000,000 or more-Highway Funds Only**
If the Local Agency expends $1,000,000 or more, in Federal funds, but only received federal Highway funds, then a program specific audit shall be performed. This audit will examine the “financial” procedures and processes for this program area.

iii. **Expenditure of $1,000,000 or more-Multiple Funding Sources**
If the Local Agency expends $1,000,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. **Independent CPA**
Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

GRANT CERTIFICATION

From: Kelly Grisham, Project Coordinator

To: Mark Aliff, President of the City Council
Heather Graham, Mayor

Re: Prairie Avenue to Minnequa Lake Trail – TAP M086-091 (24079)/MTF M086-088 (24024)

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 _____ 5/5/2026

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 26, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, 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"), ADAMS AND JACKSON ROUNDABOUT PROJECT SHO M086-093 (24462), DECREASING THE FUNDING FROM $1,000,000 TO $832,016.09 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 Adams and Jackson Roundabout Project by reducing the funding from $1,000,000.00 to $832,016.09.

PREVIOUS COUNCIL ACTION:

Project No. CI2206 Adams Avenue and Jackson Street Roundabout Project was established by Ordinance No. 10120, passed on February 14, 2022. The same Ordinance also budgeted and appropriated funds in the amount of $900,000.00 received from the Colorado Department of Transportation (CDOT) under the Highway Safety Improvement Program (HSIP) Grant.

Resolution 14860, dated April 25, 2022, authorized the transfer of $100,000.00 from Project Account CI2204 to Project Account CI2206.

Resolution 15069, dated November 28, 2022, awarded an agreement for professional engineering services in the amount of $123,014.74 to Short-Elliott-Hendrickson, Inc., for the design of Adams Avenue and Jackson Street Roundabout.

Resolution 15597, dated April 22, 2024, awarded a construction contract to Tony J. Beltrams & Sons, Inc., for Project No. 24-008, Construction of Adams Avenue and Jackson Street Roundabout.

BACKGROUND:

The intersection of Adams Avenue and Jackson Street was awarded a Highway Safety Improvement Program (HSIP) grant from the Federal Highway Administration (FHWA) through the Colorado Department of Transportation (CDOT). During the five-year time period 2015 to 2019, there were ten reported accidents, of which, two were fatal accidents, seven broadside, six property damage only and two injury accidents. FHWA has identified roundabout construction as one of the most significant accident countermeasure concepts. This project consists of the construction of a 'Mini-Roundabout' at the intersection of Adams Avenue and Jackson Street. The construction components include pavement and concrete removal, excavation and embankment, asphalt pavement with aggregate base course, concrete flatwork involving integral coloring and stamping, storm sewer relocation, signage and pavement markings, and traffic control.

The project, according to the Scope of Work contained in the IGA and all amendments, has been completed. The Amendment formalizes the return of the unused grant funds to the Highway Safety Improvements 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. GRANT CERTIFICATION (signed)
2. Draft AM 1 Pueblo

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"), ADAMS AND JACKSON ROUNDABOUT PROJECT SHO M086-093 (24462), DECREASING THE FUNDING FROM $1,000,000 TO $832,016.09 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: SHO M086-093 (24462), Adams and Jackson Roundabout 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

GRANT CERTIFICATION

From: Kelly Grisham, Project Coordinator

To: Mark Aliff, President of the City Council
Heather Graham, Mayor

Re: Adams and Jackson Roundabout – SHP M086-093 (24462)

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 _____ 5/5/2026

STATE OF COLORADO AMENDMENT

Amendment #: 1 **Project #: SHO M086-093 (24462)**

SIGNATURE AND COVER PAGE

State Agency Department of Transportation	**Amendment Routing Number** 22-HA2-XC-00014-M0002
Local Agency City of Pueblo	**Original Agreement Routing Number** 22-HA2-XC-00014
Agreement Maximum Amount $832,016.09	**Agreement Beginning Date** March 29, 2022
	Agreement Expiration Date The earlier of the Amendment Effective Date or January 09, 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:_____
Heather Graham

Title:_____
Mayor

Date:_____

SECOND LOCAL AGENCY SIGNATURE
City of Pueblo

By:_____
*ATTEST

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:_____

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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 originally entered into the Agreement on March 29, 2022, for Adams Ave and Jackson St. Roundabout improvements. Now the Parties desire to terminate the Agreement.

5) MODIFICATIONS

The Parties desire to amend the Agreement as follows:

A. Reduce Agreement Maximum Amount from $1,000,000.00 to $832,016.09, to reflect final Project costs and invoicing;

B. The Parties desire to terminate the Agreement, with the execution of this Amendment, this Agreement is now terminated;

C. Replace **Exhibit C-4**, with **Exhibit C-5**, which is attached and incorporated herein.

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.

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EXHIBIT C-5 - FUNDING PROVISIONS

City of Pueblo # SHO M086-093 (24462)

A. Cost of Work Estimate

The Local Agency has estimated the total cost of the Work to be $832,016.09, which is to be funded as follows:

1. FUNDING

a. Federal Funds (90% of HSIP Award)	$748,815.00
b. Local Agency Funds (10% of HSIP Award)	$83,201.09
TOTAL FUNDS ALL SOURCES	**$832,016.09**

2. OMB UNIFORM GUIDANCE

a.	Federal Award Identification Number (FAIN):	693JJ22530000ZS3ECOM086093 693JJ22330000YS32COM086093 693JJ22530000YS30COM086093
b.	Name of Federal Awarding Agency:	FHWA
c.	Local Agency Unique Entity Identifier	NJK3BNUDRHJR
d.	Assistance Listing #	
	Highway Planning and Construction	ALN 20.205
	Highway Safety Improvement Program	ALN 20.272
e.	Is the Award for R&D?	No
f.	Indirect Cost Rate (if applicable)	N/A
g.	Amount of Federal Funds Obligated by this Action:	$0.00
h.	Amount of Federal Funds Obligated to Date (including this Action):	$748,815.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a.	Federal Funds Budgeted	$748,815.00
b.	Less Estimated Federal Share of CDOT-Incurred Costs	$0.00

TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	**90%**	**$748,815.00**
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	**10%**	**$83,201.09**
TOTAL PROJECT ESTIMATED FUNDING	**100.00%**	**$832,016.09**

4. FOR CDOT ENCUMBRANCE PURPOSES

a.	Total Encumbrance Amount (Federal funds + Local Agency funds)	$832,016.09
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00
NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS		**$832,016.09**

Design 3020 WBS Element 24462.10.30	Performance Period Start*/End Date 12/14/2022 – 12/31/2025	$117,572.16
Const. 3301 WBS Element 24462.20.10	Performance Period Start*/End Date 03/05/2024 – 12/31/2025	$714,443.93

*The Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the Federal funds for this Work is 90% Federal funds to 10% Local Agency funds, and this ratio applies only to the $832,016.09 that is eligible for Federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds $832,016.09, and additional Federal funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than $832,016.09, then the amounts of Local Agency and Federal funds will be decreased in accordance with the funding ratio described in **A1**. **This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be $748,815.00. For CDOT accounting purposes, the Federal funds of $748,815.00 and the Local Agency funds of $83,201.09 will be encumbered for a total encumbrance of $832,016.09. The total budget of this funding source is $832,016.09, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving $1,000,000 or more from all funding sources defined as Federal Financial Assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements). The Single Audit Act Amendment requirements applicable to the Local Agency receiving Federal funds are as follows:

i. **Expenditure less than $1,000,000**
If the Local Agency expends less than $1,000,000 in Federal funds (all Federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. **Expenditure of $1,000,000 or more-Highway Funds Only**
If the Local Agency expends $1,000,000 or more, in Federal funds, but only received Federal Highway funds then a program specific audit shall be performed. This audit will examine the “financial” procedures and processes for this program area.

iii. **Expenditure of $1,000,000 or more-Multiple Funding Sources**
If the Local Agency expends $1,000,000 or more in Federal funds, and the

Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 26, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE AMENDING SECTION 607 OF CHAPTER 1 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE RELATING TO NOISE AND CLARIFYING AND RECOGNIZING CONSISTENT WITH STATE STATUTE ITS NONAPPLICATION TO THE STATE, POLITICAL SUBDIVISIONS OF THE STATE AND NONPROFITS

SUMMARY:

Section 11-1-607, P.M.C., is the City's noise abatement ordinance ("City's NAA"). The proposed ordinance amends City's NAA to clarify and recognize consistent with state statute its nonapplication to the State, political subdivision of the State and nonprofits when holding cultural, entertainment, athletic, or patriotic events, including, but not limited to, concerts, music festivals, and fireworks displays.

PREVIOUS COUNCIL ACTION:

The City's NAA has not been updated since June 14, 2010.

BACKGROUND:

Colorado's Noise Abatement Act ("State NAA"), §§ 25-12-101 to -110, C.R.S. establishes statewide standards for noise level limits based on zoning and time of day. The State NAA allows local governments to adopt standards that are no less restrictive than those provided by the State NAA. The City's NAA is such a local adoption. The State NAA has been amended to exclude and does not apply to cultural, entertainment, athletic, or patriotic events, including, but not limited to, concerts, music festivals, and fireworks displays, when conducted by the government or a non-profit organization. § 25-12-103(11), C.R.S. (2024). The proposed ordinance expressly adopts the same exclusion.

FINANCIAL IMPLICATIONS:

None anticipated.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

Not adopt the Ordinance in which case it would remain unclear as to application to concerts, music festivals, and fireworks displays, when conducted by the government or a non-profit organization.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 607 OF CHAPTER 1 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE RELATING TO NOISE AND CLARIFYING AND RECOGNIZING CONSISTENT WITH STATE STATUTE ITS NONAPPLICATION TO THE STATE, POLITICAL SUBDIVISIONS OF THE STATE AND NONPROFITS

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

SECTION 1.

Subsection (d) of Section 607 of Chapter 1, Title XI of the Pueblo Municipal Code is hereby amended by the addition of a new paragraph (10) thereto to read as follows:

(10) This Section is not applicable to the use of property by the State, any political subdivision of the State, or any other entity not organized for profit, including, but not limited to, nonprofit corporations, or any of their lessees, licensees, or permittees, for the purpose of promoting, producing, or holding cultural, entertainment, athletic, or patriotic events, including, but not limited to, concerts, music festivals, and fireworks displays. This subsection (10) shall not be construed to preempt or limit the authority of the City to otherwise regulate noise abatement.

SECTION 2.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with the intent of this Ordinance to effectuate 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

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 26, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Melissa Cook, Director Department of Housing & Citizen Services

SUBJECT: AN ORDINANCE APPROVING AND ADOPTING THE CITY OF PUEBLO'S 2026 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 APPLICATION TOGETHER 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 AND AUTHORIZING THE MAYOR TO EXECUTE SUBRECIPIENT AGREEMENTS FOR COMMUNITY DEVELOPMENT SERVICES

SUMMARY:

This Ordinance approves the 2026 Action Plan as presented. The Action Plan contains the funding recommendations made by the Citizens' Advisory Committee (CAC) and Staff.
On April 10, 2026, the City of Pueblo was notified by Housing and Urban Development (HUD) of the 2026 award amounts:
CDBG - $1,433,918
HOME - $773,965.49

PREVIOUS COUNCIL ACTION:

Ordinance #10985 was passed on July 14, 2025, approving and adopting the City of Pueblo's five-year (2025-2029) Consolidated Plan for the Community Development Block Grant and the HOME Investment Partnership Act Grant, which serves as the guiding document for this Action Plan.

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 of the years of the Consolidated Plan. This Action Plan and the accompanying documentation serve as the City's application to HUD for the 2026 Community Development Block Grant (CDBG) and HOME Investment Partnership Act Grant (HOME). This is the second Action Plan under the 2025-2029 Five-Year Consolidated Plan.
A public meeting was held to receive citizen input and to hear applicant presentations on July 15, 2025. The notice of the availability of the 2026 Annual Action Plan was published on April 19, 2026 and made available to the public for review on the same day, formally opening the public comment period for thirty days.

This ordinance will also authorize the Mayor to execute Community Development Services Agreements for the following organizations as outlined in the attached 2026 Annual Action Plan Draft Attachment A.

Public Services

CD2602	Supportive Services	Posada	$ 95,195.00
CD2603	Housing Stabilization	Catholic Charities	$ 25,000.00
CD2604	Charity Works	Catholic Charities	$ 35,000.00
CD2605	Senior Transportation	SRDA	$ 59,892.00

FINANCIAL IMPLICATIONS:

The City anticipates receiving $1,433,918.00 in CDBG funding and $ 773,865.49 in HOME Consortium grant funding. The HOME Consortium grant is shared with Pueblo County on an 87%/13% City/County basis. The HOME grant requires a 25% match. The City's portion this year is $174,119.00 and was budgeted and appropriated in the 2026 annual budget, approved on November 16, 2025.

This ordinance budgets and appropriates based on the attached 2026 Annual Action Plan Draft Attachment A.

BOARD/COMMISSION RECOMMENDATION:

The Citizens Advisory Committee (CAC) has recommended that the City Council approve the activities outlined in the 2026 Action Plan, which were presented Council during Work Session on May 4, 2026.

STAKEHOLDER PROCESS:

The following stakeholder processes were undertaken by the Department. Starting May 1, 2025 through May 31, 2025, applications for grant funding were made available to the community. Public hearings were held in Council Chambers following the Citizen Advisory Committee applicant presentations on July 15, 2025. The public hearings were open for public comments, and for funding applicants to present their requests to the CAC. No public comments were received.
The 30-day comment period began April 19, 2026, with the publication of a public notice in *The Pueblo Chieftain* and online at www.pueblo.us/95.

ALTERNATIVES:

The City Council can choose not to apply for the CDBG and HOME grants, in which case a number of community services and community projects will need to find alternative funding.

RECOMMENDATION:

Approval of the Ordinance.
Note: If council action is delayed after June, 2026, it will put the City of Pueblo in jeopardy of not receiving this funding. The final date for HUD to accept the Annual Action Plan is July 17, 2026 and it is advisable to give HUD a minimum of two weeks to review, making the submittal goal of no later than July 3, 2026.

ATTACHMENTS:

1. 2026 Attachment A Draft
2. Application for Federal Assistance 424 CDBG
3. Application for Federal Assistance 424 HOME
4. Certifications and Assurances - HUD SF 424B
5. Certifications
6. FY26 CPD Formula Letters - Pueblo, CO
7. CD2602 Program Summary and Recommendation, Posada SSO
8. CD2603 Program Summary and Recommendation, Catholic Charities, Housing Stabilization
9. CD2604 Program Summary and Recommendation, Catholic Charities, Charity Works
10. CD2605 Program Summary and Recommendation, SRDA, Transportation
11. Draft Community Development Services Agreement
12. Annual Action plan Draft Microsoft

ORDINANCE NO.

AN ORDINANCE APPROVING AND ADOPTING THE CITY OF PUEBLO'S 2026 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 APPLICATION TOGETHER 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 AND AUTHORIZING THE MAYOR TO EXECUTE SUBRECIPIENT AGREEMENTS FOR COMMUNITY DEVELOPMENT SERVICES

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 2026; and

WHEREAS, the City of Pueblo conducted a citizen participation process that included two public hearings within the City of Pueblo in addition to a third public hearing before City Council to obtain the views of citizens, non-profit and neighborhood groups on the City's housing and community needs; NOW THEREFORE,

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

SECTION 1.

The City Council hereby finds and determines that the City of Pueblo's 2026 Action Plan listing projects and programs for funding from CDBG and HOME federal funds has been developed to give maximum feasible priority to activities which will benefit low- to moderate-income families and/or aid in the prevention or elimination of slum and blight, as required by HUD, and 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 applications (SF-424/SF-424D) and the 2026 Action Plan, together with all required and necessary certifications, assurances, and documentation to the U.S. Department of Housing and Urban Development for $1,433,918.00 in 2026 CDBG funds and $ 773,865.49 in 2026 HOME funds.

SECTION 3.

CDBG funds in the amount of $1,433,918.00 and HOME funds in the amount of $ 773,865.49, the 2026 allocation, are hereby budgeted and appropriated for the projects and in the amounts set forth in the 2026 Action Plan. A list of the recommended projects is herein

included as Attachment A, which will become finalized after council action.

SECTION 4.

The HOME Program requires local matching funds. The City's portion of matching funds for the 2026 year is $174,119.74. During the 2026 budget process, $200,000.00 was budgeted and appropriated for the HOME match.

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

SECTION 8.

The Mayor is authorized to execute Community Development Services Agreements for the following organizations as outlined in the attached 2026 Annual Action Plan.

Public Services

CD2602	Supportive Services	Posada	$ 95,195.00
CD2603	Housing Stabilization	Catholic Charities	$ 25,000.00
CD2604	Charity Works	Catholic Charities	$ 35,000.00
CD2605	Senior Transportation	SRDA	$ 59,892.00

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

2026 Annual Action Plan Draft

Attachment A

Community Development Block Grant Program Funds			
2026	**CDBG Allocation**		**$ 1,433,918.00**
Project No.	**Project Name**	**Project Agency**	**Amount**
	Public Services		
CD2601	Administration	DHCS	$ 286,783.00
CD2602	Supportive Services	Posada	$ 95,195.00
CD2603	Housing Stabilization	Catholic Charities	$ 25,000.00
CD2604	Charity Works	Catholic Charities	$ 35,000.00
CD2605	Senior Transportation	SRDA	$ 59,892.00
	Public Facilities/Neighborhood Improvements		
CD2606	Portland Park Basketball Resurfacing	Citizen Request	$ 50,000.00
CD2607	Neighborhood Revitalization	City of Pueblo	$ 11,858.00
CD2608	Demolition of Dangerous Buildings	City of Pueblo	$ 420,000.00
CD2609	ADA Sidewalk Repair	City of Pueblo	$ 225,190.00
	Housing Activities		
CD2610	ERESP	Pueblo County	$ 50,000.00
CD2611	Rehabilitation	City of Pueblo	$ 175,000.00
		CDBG Total	**$ 1,433,918.00**
HOME Partnership Investement Act Program Funds			
2026	**HUD HOME Allocation**		**$ 773,865.49**
Project No.	**Project Name**	**Project Agency**	**Amount**
HO2610	City Administration	City of Pueblo	$ 67,326.30
HO2620	County Administration	Pueblo County	$ 10,060.25
HO2630	County Programs	Pueblo County	$ 70,421.76
HO2640	Community Housing Development Organization	TBD	$ 116,079.82
HO2650	City Programs	City of Pueblo	$ 471,284.08
HO2660	City Match	City of Pueblo	$ 174,119.74
HO2670	CHDO Operating	TBD	$ 38,693.27
		Allocation w/ City Match	**$ 947,985.23**

OMB Number: 4040-0004
Expiration Date: 03/31/2029

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier: 14.218

5b. Federal Award Identifier: B-26-MC-08-007

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Pueblo

* b. Employer/Taxpayer Identification Number (EIN/TIN): 84-6000615

* c. UEI: NJK3BNUDR7

d. Address:

* Street1: 1 City Hall Place
Street2:
* City: Pueblo
County/Parish:
* State: CO: Colorado
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 81003-1427

e. Organizational Unit:

Department Name: Housing and Citizen Services

Division Name: N/A

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
* First Name: Melissa
Middle Name:
* Last Name: Cook
Suffix:

Title: Director of Housing and Citizen Services

Organizational Affiliation: City of Pueblo

* Telephone Number: 719-553-2849
Fax Number:

* Email: mcook@pueblo.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Department of Housing and Urban Development

11. Assistance Listing Number:

14.218

Assistance Listing Title:

Community Development Block Grant

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Community Development Block Grant (CDBG) funds to assist the City of Pueblo with housing and community development activities.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 3 | * b. Program/Project: 3

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 09/01/2026 | * b. End Date: 08/31/2027

18. Estimated Funding ($):

* a. Federal	1,433,918.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	1,433,918.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: | * First Name: Heather

Middle Name:

* Last Name: Graham

Suffix:

* Title: Mayor

* Telephone Number: 719-553-2655 | Fax Number:

* Email: mayor@pueblo.us

* Signature of Authorized Representative: | * Date Signed:

OMB Number: 4040-0004
Expiration Date: 03/31/2029

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier: 14.239

5b. Federal Award Identifier: M-26-DC-08-0205

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Pueblo

* b. Employer/Taxpayer Identification Number (EIN/TIN): 84-6000615

* c. UEI: NJK3BNUDR7

d. Address:

* Street1: 1 City Hall Place
Street2:
* City: Pueblo
County/Parish:
* State: CO: Colorado
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 81003-1427

e. Organizational Unit:

Department Name: Housing and Citizen Services

Division Name: N/A

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
* First Name: Melissa
Middle Name:
* Last Name: Cook
Suffix:

Title: Director of Housing and Citizen Services

Organizational Affiliation: City of Pueblo

* Telephone Number: 719-553-2849
Fax Number:

* Email: mcook@pueblo.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Department of Housing and Urban Development

11. Assistance Listing Number:

14.239

Assistance Listing Title:

HOME Investment Partnership Program

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

HOME Investment Partnership Program (HOME) funds to assist the City of Pueblo with developing and maintaining affordable housing.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 3 | * b. Program/Project: 3

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 09/01/2026 | * b. End Date: 08/31/2027

18. Estimated Funding ($):

* a. Federal	773,865.49
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	773,865.49

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: | * First Name: Heather

Middle Name:

* Last Name: Graham

Suffix:

* Title: Mayor

* Telephone Number: 719-553-2655 | Fax Number:

* Email: mayor@pueblo.us

* Signature of Authorized Representative: | * Date Signed:

Instructions for the HUD 424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant: [Insert below the Name and title of the Authorized Representative, name of Organization and the date of signature]:

*Authorized Representative Name:

*Title:

*Applicant/Recipient Organization:

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide 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 otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)).

* Signature:

* Date: (mm/dd/yyyy):

Public Reporting Burden Statement: The public reporting burden for this collection of information is estimated to average 0.5 hours 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. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 4176, Washington, DC 20410-5000. **Do not send completed HUD 424-B forms to this address.** This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. The Department of Housing and Urban Development is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected provides assurances and certifications for legal requirements related to the administration of this grant program. HUD will use this information to ensure compliance of its grantees. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction’s consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

_____ _____

Signature of Authorized Official Date

_____

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____[a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature of Authorized Official Date

_____

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

_____ _____

Signature of Authorized Official Date

_____

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

_____ _____

Signature of Authorized Official Date

_____

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

_____ _____

Signature of Authorized Official Date

_____

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

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.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

April 10, 2026

Ms. Heather Graham
Mayor of Pueblo
1 City Hall Pl
Pueblo, CO 81003

Dear Mayor Graham,

Secretary Scott Turner is committed to improving housing opportunities, reducing regulations to lower housing cost, and expanding housing supply for hardworking Americans. The nationwide shortage of rental and owner-occupied properties and the current rate of construction have not kept pace with the demand. This lack of adequate housing supply leads to higher prices for renters and homebuyers alike, forcing some into homelessness and preventing countless Americans from becoming homeowners. Across the country, partnerships between public and private sectors are providing millions of Americans an opportunity to get ahead. HUD is determined to continue its collaboration with you so programs are responsibly utilized and can spark additional leveraging and partnerships to address the nation's housing challenges.

As authorized by the Consolidated Appropriations Act (Public Law 119-75) on February 3, 2026, I am honored and excited to announce that the Pueblo jurisdiction is receiving the following Fiscal Year 2026 allocations for the identified programs:

Community Development Block Grant (CDBG) $1,433,918.00

HOME Investment Partnerships Program (HOME) $773,865.49

Emergency Solutions Grants (ESG) $ 0.00

Housing Opportunities for Persons With AIDS (HOPWA) $ 0.00

Recovery Housing Program (RHP) $ 0.00

In addition, your jurisdiction's CDBG allocation for this year provides you with $7,169,590.00 in available Section 108 loan guarantee borrowing authority. Section 108 permits you to borrow up to five times of your current CDBG allocation. This loan allows jurisdictions to maximize access to low-interest capital, and provide long-term financing to invest in Opportunity Zones, or further address gap financing for big projects that you envision for your community.

As you are finalizing your Annual Action Plans or Consolidated Plans that are due for submission to our office by August 16, 2026, please be reminded that it is important to align with

applicable laws and executive orders. If you or any member of your staff have questions, please do not hesitate to contact your local HUD Field Office or CPDGDAS@hud.gov.

Thank you for your interest in CPD programs and for ensuring that these dollars are responsibly achieving outcomes as intended by law. When people have a safe and stable place to call home, they can focus on contributing to the economy and be productive members of their respective communities.

Sincerely,

Ronald J. Kurtz
Assistant Secretary
for Community Planning and Development

CITY OF PUEBLO – COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
Program Summary & Recommended Funding Amount
CD2602 – Supportive Services | Posada

Organization Information
Agency Name: Posada
Primary Address: 501 Belmont Ave., Pueblo, CO 81004
Mailing Address: 827 E. 4th Street, Pueblo, CO 81001
Contact: Lili Avalos | 719-545-8776 ext. 5 | Lili.Avalos@posadapueblo.org
Year Incorporated: 1987 | 501(c)(3) Nonprofit |

Organizational Mission
Posada provides shelter, housing, and comprehensive supportive services to homeless, at-risk, and low-income individuals and families in Pueblo County. Their mission is to meet immediate needs while helping clients overcome the barriers that contribute to homelessness. Posada also serves as a Community Housing Development Organization (CHDO), creating affordable housing within the City and County of Pueblo.

Program Overview: Supportive Services for the Homeless

Posada requests CDBG funding to support the delivery of emergency shelter, housing support, and wraparound services for homeless families, veterans, seniors, and individuals at risk of homelessness. Services include:

- Intensive case management
- Basic needs assistance
- Emergency, transitional, and permanent housing support
- Referrals for medical, mental health, behavioral health, and employment services
- Application assistance for mainstream benefits and community resources

Services are primarily delivered at 501 Belmont, with additional outreach via phone, email, and off-site engagement as needed. The program collaborates extensively with the Continuum of Care, Coordinated Entry, Veterans Council, local governments, and other community partners to ensure services are coordinated and not duplicated.

The need for services continues to grow due to the ongoing impacts of the economy, affordable-housing shortages, and lingering effects of the pandemic.

Target Population

• Homeless individuals and families within the City of Pueblo
• 44% children under 18
• 10% seniors over 55
• 23% report a disability
• 11% have a mental-health diagnosis

The majority served are families with children.

Projected Outcomes (2026 Program Year)

Posada aims to serve at least 750 unduplicated individuals through its Supportive Services Program. Expected outcomes include:

• Improved housing stability and retention
• Rapid connection to shelter or housing resources
• Increased access to medical, mental-health, behavioral-health, education, and employment services
• Enhanced self-sufficiency through case management and resource navigation

Referrals will support access to life-skills classes, benefits enrollment, and mainstream services. Posada emphasizes that stable housing allows individuals to focus on health, employment, and long-term stability—yielding cost savings for the broader community.

CDBG National Objective

This program qualifies under the Low/Moderate Income National Objective and serves special-needs populations including homeless families, seniors, individuals with disabilities, and those at risk of homelessness.

Funding Summary

Original Request: **$100,000**
Recommended Funding Amount: $95,195

Funding will directly support staffing, case management, resource coordination, and service delivery that stabilizes vulnerable households and reduces long-term community costs related to homelessness.

CITY OF PUEBLO – COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
Program Summary & Recommended Funding Amount
CD2603 – Housing Stabilization | Catholic Charities of Southern Colorado

Organization Information
Agency Name: Catholic Charities of the Diocese of Pueblo (Catholic Charities of Southern Colorado)
Primary Address: 429 W. 10th St., Pueblo, CO 81003
Contact: Anu Keiley | 719-586-8624 | kkeiley@ccsoco.org
Mailing Address: 429 W. 10th St., Pueblo, CO 81003
Year Incorporated: 1944 | 501(c)(3) Nonprofit |

Organizational Mission
Catholic Charities of Southern Colorado empowers individuals and families to live whole, healthy lives by strengthening protective factors, building skills, and increasing opportunities. Serving Pueblo County since 1944, Catholic Charities operates as a Family Resource Center offering interconnected programs in Prevention & Stability, Family Strengthening, and Opportunity Building. More than 90% of clients live below the federal poverty level, and programs emphasize education, financial stability, self-reliance, and long-term wellness.

Program Overview: Stabilizing Housing for Pueblo's Families

Catholic Charities requests CDBG funding to support its long-standing Home Stability Program, operating since 1967. This initiative stabilizes vulnerable households by providing:

- Emergency rent, mortgage, and utility assistance
- Representative Payee services for Social Security/SSDI recipients
- Budgeting support, goal-setting, and financial planning
- Debt management and creditor negotiation
- Referral to NeighborWorks Southern Colorado for structured housing and financial counseling

The program serves clients who are at high risk of homelessness due to disabilities, financial instability, poor support systems, or fixed incomes. Staff include an Emergency Assistance Specialist, two Home Stability Representatives, and a Program Coordinator.

Services are delivered in person at 429 W. 10th St., by phone, and electronically. Bilingual assistance is available.

Target Population

• Pueblo residents at risk of homelessness
• Individuals receiving SSI/SSDI (approximately 300 managed through Representative Payee services)
• Households with extremely low to low incomes
• Households experiencing disabilities, limited incomes, or financial emergencies
• Many female-headed households and larger families (4+ individuals)

All Census Tracts may be represented.

Projected Outcomes (2026 Program Year)

Catholic Charities will measure outcomes through action plans, case notes, and financial records maintained in Salesforce.

Outcome 1: Emergency Assistance
• At least 750 clients will receive utility and/or water assistance.
• Desired outcome: 75% will report improved housing security following assistance.

Outcome 2: Representative Payee Services
• At least 175 Pueblo residents receiving SSI/SSDI will receive payee support.
• Desired outcome: 90% will remain housed for at least 90 days.

These services reduce the likelihood of homelessness by stabilizing finances, reducing debt, and supporting consistent payments to landlords and creditors.

CDBG National Objective

This program meets the Low/Moderate Income National Objective and serves special-needs populations including residents with disabilities, low-income households, and those vulnerable to homelessness.

Funding Summary

Original Request: **$25,000**
Recommended Funding Amount: $25,000

Funding will support a portion of the Home Stability Program Coordinator position, enabling Catholic Charities to continue delivering housing stabilization, financial management, and emergency assistance services for Pueblo families.

CITY OF PUEBLO – COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
Program Summary & Recommended Funding Amount
CD2603 – Charity Works | Catholic Charities of Southern Colorado

Organization Information
Agency Name: Catholic Charities of the Diocese of Pueblo (Catholic Charities of Southern Colorado)
Primary Address: 429 W. 10th St., Pueblo, CO 81003
Contact: Anu Keiley | 719-586-8624 | kkeiley@ccsoco.org
Mailing Address: 429 W. 10th St., Pueblo, CO 81003
Year Incorporated: 1944 | 501(c)(3) Nonprofit |

Organizational Mission
Catholic Charities of Southern Colorado empowers individuals and families to live whole, healthy lives by strengthening protective factors, building skills, and increasing opportunities. Serving Pueblo County since 1944, Catholic Charities operates as a Family Resource Center offering interconnected programs in Prevention & Stability, Family Strengthening, and Opportunity Building. More than 90% of clients live below the federal poverty level, and programs emphasize education, financial stability, self-reliance, and long-term wellness.

Program Overview: Charity Works

The Charity Works program is a workforce-readiness and employment-support initiative serving individuals experiencing homelessness in Pueblo. Launched in partnership with the City of Pueblo in 2024, the program uses a low-barrier volunteer service model to engage participants in dignified day-labor work, combined with wraparound case management to address housing, employment, and stability needs.

Program components include:

• Outreach and recruitment at community hubs
• Volunteer day-labor work crews performing city beautification projects
• $50/day stipends for volunteer work plus meals and transportation
• Transition opportunities to subsidized employment lasting up to 12 weeks
• Comprehensive workforce readiness services (resumes, job search, documentation, applications)
• Referrals and access to supportive services such as hygiene, clothing, housing navigation, and benefits enrollment
• 90-day follow-up for participants securing unsubsidized employment

Catholic Charities leverages extensive partnerships with the City of Pueblo and approximately 20 local employers to create pathways to transitional and full-time jobs.

Target Population

• Individuals experiencing homelessness across all City of Pueblo census tracts
• Participants with limited employment histories, lacking documentation, or facing multiple barriers
• Unhoused individuals seeking job readiness, stability services, or transitional employment
• People referred through community partners such as Soup Kitchen, Cooperative Care Center, Project Apollo, and others

The program expects to engage up to 50 individuals in a program year.

Projected Outcomes (2026 Program Year)

Catholic Charities will measure progress through attendance logs, case notes, payroll records, and volunteer time-tracking systems.

Objective 1: Volunteer & Employment Participation
• 50 participants engaged in volunteer and/or subsidized employment.
• Outcome 1: 30 participants complete at least 2,000 hours of volunteer beautification work.
• Outcome 2: 10 participants receive subsidized wage opportunities.
• Outcome 3: 6 participants secure unsubsidized employment.
• Outcome 4: 4 participants retain employment for 90 days.

Objective 2: Supportive Services & Stability
• 50 participants receive supportive services based on individualized needs assessments.
• Outcome 1: At least 25 participants receive on-site enrollment assistance for Medicaid, SNAP, or VA benefits.
• Outcome 2: At least 40 participants receive services reducing employment barriers (housing navigation, transport, hygiene items, clothing, etc.).

The program builds confidence, restores a sense of purpose, and strengthens pathways to long-term economic independence.

CDBG National Objective

This project meets the Low/Moderate Income National Objective and serves special-needs populations experiencing homelessness.

Funding Summary

Original Request: **$35,000**
Recommended Funding Amount: $35,000

Funds will support personnel delivering outreach, volunteer coordination, job readiness training, and wraparound services that prepare individuals experiencing homelessness for stable employment and long-term self-sufficiency.

CITY OF PUEBLO – COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
Program Summary & Recommended Funding Amount
CD2605 – Senior Transportation | Senior Resource Development Agency (SRDA)

Organization Information
Agency Name: Senior Resource Development Agency, Pueblo, Inc. (SRDA)
Primary Address: 230 N. Union Ave., Pueblo, CO 81003
Contact: George E. Chintala | 719-553-3439 | george@srda.org
Mailing Address: 230 N. Union Ave., Pueblo, CO 81003
Year Incorporated: 1971 | 501(c)(3) Nonprofit |

to remain in their homes safely while reducing institutional care costs and increasing access to supportive services.

Program Overview: SRDA Senior Transportation Program

SRDA's Transportation Program provides on-demand, curb-to-curb rides for seniors age 60+ across the City of Pueblo and surrounding communities. Services enable seniors to access:

- Medical appointments
- Dialysis and wound care treatments
- Adult day programs
- Nutrition sites
- Essential errands and quality-of-life needs

Rides operate Monday–Friday, with expanded hours for rural areas. This service is crucial for seniors with limited mobility, limited income, or disabilities. No senior is denied service due to inability to pay.

In 2024, SRDA provided 29,462 one-way trips to 707 unduplicated clients, including 13,793 trips (47%) for seniors living in the City of Pueblo.

Fund Leveraging

SRDA will use CDBG funding to leverage an 80% funding commitment from the Colorado Department of Transportation (CDOT) for the purchase of two (2) new wheelchair-equipped 12-passenger vehicles.

- Total Vehicle Cost: $299,460
- CDOT Share (80%): $239,568
- **CDBG Local Match (20%): $59,892**

These vehicles are essential due to rising costs and an aging fleet. Nearly half of SRDA's 20-vehicle fleet has 150,000–260,000 miles, making replacement critical for safety, reliability, and cost-efficient maintenance.

Target Population

- Seniors age 60+ residing in the City of Pueblo
- Seniors with mobility limitations, disabilities, or low incomes
- Residents in low- to moderate-income Census Block Groups

Projected Outcomes (2026 Program Year)

SRDA will use transportation software and survey tools to track outcomes including:

- Number of one-way trips provided
- Number of unduplicated seniors served
- Client demographics (age, gender, ethnicity, zip codes)
- Satisfaction surveys documenting ride quality and safety

Expected outcomes include:

- Thousands of safe, reliable one-way trips for Pueblo seniors
- Reduced isolation and increased independence
- Continued access to medical care, dialysis, and life-sustaining treatments
- Lower community healthcare costs by supporting preventative care and aging-in-place

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CDBG National Objective

This program meets the Low/Moderate Income National Objective and serves special-needs populations including elderly and disabled residents.

Funding Summary

Original Request: **$59,892**
Recommended Funding Amount: $59,892

Funding provides the required 20% match toward the purchase of two CDOT-funded vehicles, allowing SRDA to maintain and expand safe, reliable transportation vital to senior independence and community health.

AGREEMENT FOR COMMUNITY DEVELOPMENT SERVICES
(Subrecipient Agreement)
(Non-profit entity)

THIS AGREEMENT ("Agreement") is made and entered into this DATE, by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to as the "City" and **AGENCY NAME, a nonprofit entity**, with an address of **ADDRESS NAME**, hereinafter referred to as the "Subrecipient" for **ACTIVITY NAME**

WHEREAS, the City has entered grant agreements with the U.S. Department of Housing and Urban Development ("HUD") whereby federal financial assistance may be made available to the City under Title I of the Housing and Community Development Act of 1974, as amended to date; and

WHEREAS, pursuant to such grant agreements the City is undertaking certain activities necessary for the execution of a project situated in the project area described in the Scope of Services; and

WHEREAS, the City desires to disburse funds to the Subrecipient to execute certain projects and/or perform certain services in connection with such undertaking of the City; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake certain projects and/or services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

(a) Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

(b) Subrecipient warrants and represents that it: (i) has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder; (ii) that it is duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Colorado; (iii) that it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 24 CFR Part 570 and those identified in Exhibit "C" hereto; and (iv) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

2. RESPONSIBILITIES OF THE CITY

The City shall designate a representative of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the performance of this Agreement and the disbursement of funds in connection with the program. In the absence of such a designation, the Mayor shall be deemed as City's authorized representative.

3. SUBRECIPIENT'S COMPENSATION AND METHOD OF PAYMENT

(a) The City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that Subrecipient has expended funds for eligible approved expenditures, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City, (iv) that Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of an approved project and are an eligible use of federal assistance under the Act and federal regulations, and (v) that City has timely received from HUD sufficient federal assistance under the Act to make the payment or reimbursement hereunder.

(b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable HUD regulations including but not limited to those at 24 CFR Part 570, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 24 CFR Part 570.

(c) The aggregate of all payments made hereunder shall not exceed **$XXXX**

(d) Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination together with any accounts receivable attributable to the use of funds provided hereunder.

4. TERM OF AGREEMENT

The term of this Agreement shall be from **September 1, 2025,** to **August 31, 2026**, unless sooner terminated as herein provided.

5. TERMINATION OF AGREEMENT

(a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Director of Housing and Citizen Services whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. In accordance with 24 CFR Part 570, cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.

(b) For Convenience: This Agreement may be terminated for convenience in accordance with the provisions of 24 CFR Part 570. This Agreement shall automatically terminate at the end of its term as well as in the event of any suspension, reduction or non-receipt of Community Development funds by City.

(c) Post Termination Procedures: In the event of termination, all property acquired by Subrecipient with grant funds, all grant funds, program income, and loans originated with grant funds or by payments therefrom and payments received under such mortgage loans held, owned or retained by the Subrecipient shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such property, funds, income, and mortgage loans to City. Everything finished or unfinished, documents, data, studies, reports, and work product prepared by the Sub recipient under this Agreement or with grant funds shall, at the option of the

City, become City's property and the Subrecipient shall be entitled to receive just and equitable compensation only for satisfactory work completed for which compensation has not previously been paid nor reimbursement made.

6. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

7. CONFLICT OF INTEREST

The Subrecipient certifies and warrants that neither it nor any members of its Boards of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 24 CFR Part 570 as presently promulgated and as same may be revised from time to time in the future.

8. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. The Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 24 CFR 570.502. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, HUD, Comptroller General of the United States, the Inspector General of HUD and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require all Subrecipient's financial records relating to this Agreement to be turned over to City.

9. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with HUD's, City's and other applicable monitoring and evaluation criteria and standards. The City shall at least quarterly review the Subrecipient's performance using on-site visits, progress reports required to be submitted by the Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. The Subrecipient shall furnish to the City monthly or quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipients shall fully cooperate with City relating to such monitoring and evaluation.

10. SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances, activity reports, and program income. These records shall be retained by the Subrecipient for a period of three years after the completion of the project. Activity reports shall be submitted monthly or quarterly no later than the fifteenth day of the month following the end of month or quarter for which the report is submitted, and no later than the following dates:

1. **First Quarter:** **December 15, 2025**
2. **Second Quarter:** **March 15, 2026**
3. **Third Quarter:** **June 15, 2026**
4. **Fourth Quarter:** **September 15, 2026**
5. **Annual Report:** **September 15, 2026**

11. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

12. LIABILITY, INSURANCE

(a) As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify, defend, and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statue, ordinance, rule or regulation.

(b) Subrecipient agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims 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 Subrecipient 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) In the event Subrecipient's obligations under this Agreement are secured by a deed of trust or mortgage instrument as provided in paragraph 14 (c) of this Agreement, Subrecipient agrees to procure and maintain, at its own expense, hazard and fire insurance upon the property described in said deed of trust on an all-risk form in such amounts of all liens against the property and the amount of funds provided by City pursuant to this Agreement. Subrecipient shall furnish a certificate of insurance certifying such coverage to City's Director of Finance prior to disbursement of any funds to Subrecipient. Both said certificate of insurance and the policy procured by Subrecipient shall name the City as an additional insured and loss payee.

13. CERTIFICATIONS

The Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, which are hereby made a part of this Agreement. Subrecipient will have any contractors or subcontractors agree to execute and abide by the certifications contained in Exhibit "C" to this Agreement.

14. PROGRAM INCOME; REVERSION OF ASSETS

(a) Unless otherwise authorized by City in writing, all program income shall be returned to City within 30 days of receipt by Subrecipient. In the event City authorizes Subrecipient to retain any portion of program income, it shall only be used to accomplish the work set forth in the Scope of Services, and the amount of grant funds payable by City to Subrecipient shall be adjusted as provided by 24 CFR 570.504(b)(2)(i) and (ii).

(b) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination together with any accounts receivable attributable to the use of funds provided hereunder.

(c) Any real property under Subrecipient's control that was acquired or improved in whole or in part with funds provided pursuant to this Agreement in excess of U.S. $25,000 shall either: (i) be used to meet one of the national objectives set forth in 24 CFR 570.208 until five years after expiration or termination of this Agreement, or (ii) not be used in accordance with subparagraph (c)(i), in which event Subrecipient shall pay to City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of funds not provided under this Agreement for the acquisition of, or improvement to the property. The use restriction and repayment obligation set forth in this subparagraph shall survive termination or expiration of this Agreement and shall be fully enforceable and subject to collection by City or HUD in accordance with applicable laws. If requested by City, Subrecipient shall execute a deed of trust or mortgage instrument which shall be and constitute a lien upon all real property acquired or improved with funds provided hereunder, and which shall secure all obligations of Subrecipient hereunder.

(d) In the event City incurs any costs or expenses in enforcing the requirements of this paragraph 14 or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorneys' fees.

15. SPECIAL REQUIREMENTS APPLICABLE TO IMPROVEMENTS TO PROPERTY

(a) In addition to all procurement requirements otherwise applicable to Subrecipient pursuant to any other provision of this Agreement or pursuant to any requirement of law or regulation incorporated in this Agreement by reference, if any portion of the funds provided to Subrecipient under this Agreement is to be used for making improvements to real property, including new construction, rehabilitation, or remodeling, then in such event Subrecipient shall comply with all requirements of this Paragraph 15.

(b) No improvements shall be undertaken to real property with funds (or reimbursement) provided hereunder unless and until: (i) plans and specifications therefore have been prepared by a registered Professional Engineer in good standing and duly licensed to practice in the State of Colorado or an Architect duly licensed and authorized to conduct a practice of architecture in the state of Colorado; (ii) such plans and specifications have been filed with the City and approved by both the City's designated representative and the City's Director of Public Works; and (iii) all construction contracts for improvements for which payment is sought from City shall have been awarded only after an open, competitive bidding process which has been approved by City's Director of Purchasing and which allows qualified contractors to reasonable participate in the competitive bidding procedures.

(c) If this Paragraph 15 is applicable, no disbursement of funds to Subrecipient shall be made by City hereunder unless and until all conditions precedent to payment specified elsewhere in this Agreement have been satisfied and Subrecipient files with City's Director of Housing and Citizen Services a written request for payment signed by an officer of Subrecipient that certifies: (i) that the amounts included in the request for payment have not been included in any prior request for payment, and (ii) that the improvements listed therein for which payment is sought have been completed in accordance with the approved plans and specifications therefore.

(d) In every contract for construction of improvements for which payment or reimbursement from City is to be provided under this Agreement, Subrecipient shall include a contract clause or clauses, approved by City's Director of Purchasing, requiring the contractor, and all of the contractor's subcontractors of all tiers, to comply with the requirements of the Davis-Bacon Act and implementing regulations, and to pay all laborers and mechanics engaged in work upon the improvements at the prevailing wage rates for such work as determined by the U.S. Department of Labor.

16. RECOGNITION OF HUD, CITY

In all printed materials, project descriptions and other activities undertaken with funds provided under this Agreement, Subrecipient shall provide recognition that funds have been provided by U.S. Department of Housing and Urban Development and the City of Pueblo. Recognition shall be accomplished by prominent disclosure of the role of HUD and City in all such printed materials and project signage, if any.

17. PERA LIABILITY

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

18. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City.

19. 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.

20. AUTHORITY FOR SIGNATURES; ELECTRONIC SIGNATURES

(a) The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

(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.

21. 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 HUD, Pueblo City Council and City executive departments. Nothing herein shall be deemed to create an ongoing financial obligation of City.

(b) This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of City which may arise under this Agreement in any fiscal year, 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.

(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 Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

ATTEST:

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

_____
City Clerk

By_____
Heather Graham, Mayor

[S E A L]

SUBRECIPIENT:

ATTEST:

By_____
Signature

By_____
Signature

Name_____

Name_____

Title_____

Title_____

EXHIBIT A
SCOPE OF SERVICES

A. Principal Tasks

The Subrecipient will be responsible for administering a CDBG Year <<Program Year>>, <<Project ID>>, <<Brief Project Description>>. The Subrecipient will administer all tasks for the aforesaid program in compliance with all applicable federal, state and local rules and regulations governing these funds and, in a manner, satisfactory to the City.

The major goal of the Subrecipient's efforts under this Agreement will be as follows:

1. <<Brief Project Description>>
2. Subrecipient commits to the Goals, Outcomes and Units of Service outlined in its CDBG application.

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted may only be made through a written amendment to this Agreement, executed by the Subrecipient and City.

Subrecipient will submit at a minimum, quarterly reports that address the Subrecipient's ability to meet the goals and outcomes as submitted with the initial application.

B. Budget and Method of Compensation

The Subrecipient will submit reimbursement requests for services rendered, operating expenditures and materials purchased supported by original invoices.

Approved budget is as follows:

Operating Costs:		
Eligible Expenses		$XXXX
	Total	$XXXX

C. Performance Monitoring:

The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City will be considered non-compliance with this agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being notified by the City contract suspension or termination procedures will be initiated.

D. Time of Performance:

Services shall start on the **September 1, 2025,** and end on the **August 31, 2026**. The term of this agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds and other assets including program income.

EXHIBIT B
COMPLIANCE PROVISIONS INCORPORATED
IN A CONTRACT FOR SERVICES

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the project should the project terminate the next day is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and item are necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.

2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.

3. A log listing all long-distance telephone calls must be maintained (showing date, city and agency called, person making call and person called).

4. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the program as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:

1. Original invoice marked with funding source
2. Detailed listing of each expense showing:
    a) recipient
    b) brief description of purchase
    c) amount with method of computation detailed

Cost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

5. All employees handling funds are required to be insured by a fidelity bond.

6. The City shall not be obligated to any third parties of the Subrecipient. Each Subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient. (Example: rent or lease agreements, service contracts, insurance, etc.)

7. The contractor will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.

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

9. All records must be retained by the agency for a period of three years following the last day of each contract. (Cost summary reports must reflect actual general ledger balances.)

10. Subrecipient will have any contractors or subcontractors agree to execute and abide by the certifications contained in Exhibit "C" to this Agreement.

EXHIBIT C
CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

(1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

(3) Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto;

(4) Section 3 of the Housing and Urban Development Act of 1968, as amended;

(5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

(6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;

(7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;

(8) The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

(9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;

(10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;

(11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);

(12) The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR Part 570, and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;

(13) The Clean Air Act (42 U.S.C. 7401 et seq.) as amended (particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)]) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA);

(14) HUD environmental criteria and standards [24 CFR Part 51, Environmental Criteria and Standards];

(15) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended, particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));

(16) The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended, including but not limited to section 7 (16 U.S.C. 1536) thereof;

(17) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1272 et seq.) as amended, particularly section 7 (b) and (c) [16 U.S.C. 1278 (b) and (c)];

(18) The Reservoir Salvage Act of 1960 (916 U.S.C. 469 et seq.), particularly section 3 (16 U.S.C. 469a-1), as amended by the Archeological and Historical Preservation Act of 1974;

(19) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.) as amended, particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

(20) Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et seq.), particularly sections 2 and 5;

(21) It will comply with the Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.);

(22) The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and

(23) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.), particularly section 2(c).

(24) Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis-Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.

(25) No CDBG funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).

(a) No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete

and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(26) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

(27) When HOME Investment Partnership Act funds are used, the Subrecipient will comply with implementing regulations and requirements under (24 CFR 92).

(28) The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

(29) The contractor and all of its subcontractors acknowledge and will comply with the requirements of 2 C.F.R. § 200.216, including the prohibition on spending federal loan or grant funds to procure or obtain the prohibited equipment, services, or systems covered by the provision.

(30) To the extent consistent with law and in accordance with 2 C.F.R. § 200.322, contractor and all of its subcontractors will to the greatest extent practicable under the contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all contracts and purchase orders that contractor may enter into.

(31) Equal Opportunity. During the performance of this contract, the contractor agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(32) Federally Assisted Construction Contracts. During the performance of this contract, the contractor agrees as follows:
(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
(iv) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
(v) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit

access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature: _____

Subrecipient

EXHIBIT D
COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY
ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, contract employee, consultant, independent contractor, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of contracting for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No___.

b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes ____, No____.
If you answered "yes" please state which of the above entities best describes your business:
_____

c) If you answered "yes" to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

_____	_____
Name	Name
_____	_____
Address	Address
_____	_____
Social Security Number	Social Security Number

(If more than two, please attach a supplemental list)

Failure to accurately complete, sign and return this document to the City of Pueblo may result in your being denied the privilege or doing business with the City of Pueblo.

If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future contract or other arrangement for services between you and the City of Pueblo.

Signed _____, 20_____.

By: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an "affiliated party" includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation.

ADDITIONAL REPORTING REQUIREMENTS
Catholic Charities, Diocese of Pueblo

You must submit the following forms and/or information with your signed contract(s).

A. Board of Directors Roster;
B. Staff Roster;
C. Budget.

You must submit the following forms and information with each request for disbursement of funds.

A. Request for reimbursement form;
B. Copies of canceled checks;
C. Copies of invoices or receipts;
D. Signed payroll sheets;
E. Demographic information of clients served (can be done quarterly);
F. Any other report or information as required by the grantor or federal agency.

Requests for disbursements of CDBG funds will not be processed until all necessary information and forms are complete. Incomplete requests will be returned to the agency.

_____
Executive Director

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The City of Pueblo (City) is a Community Development Block Grant (CDBG) entitlement jurisdiction and the Participating Jurisdiction (PJ) for the HOME Consortium with Pueblo County. Each year, the City prepares an Annual Action Plan to describe how federal resources will be used to address priority housing and community development needs identified in the Consolidated Plan. The AAP serves as the annual grant application and implementation roadmap and is submitted via HUD's eCon Planning Suite in IDIS.

This PY2026 AAP presents the City's proposed use of CDBG and the Consortium's proposed use of HOME, aligning with HUD's consolidated planning framework and submission timing guidance. Final submission will occur after HUD publishes actual grant amounts; budgets will be proportionally adjusted to remain within statutory caps (e.g., public services and administration).

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.

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.

- Affordable Housing: Preserve and produce affordable rental and homeownership units; support rehabilitation and limited homebuyer activities; and utilize CHDO set-aside to expand capacity and production.
- Suitable Living Environment: Improve public facilities and infrastructure, including ADA ramps and sidewalks, public park upgrades, removing blighted and dangerous structures to stabilize LMI neighborhoods.
- Public Services: Provide targeted services that prevent homelessness, stabilize households, and support seniors, while remaining within the CDBG 15% public services cap.
- Effective Administration: Conduct eligible planning, management, and compliance activities within statutory and regulatory administrative limits.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Pueblo recently submitted its 2024 Consolidated Annual Performance Evaluation and Review (CAPER), which documented strong delivery of benefits to low- and moderate-income households and highlighted effective community collaboration, while also identifying areas where additional investment is needed. The City of Pueblo's Housing and Citizen Services Department recognizes the significant demand for housing rehabilitation and is committed to strategically targeting low- and moderate-income households to help preserve the community's aging housing stock. With the average home in Pueblo now more than 55 years old, substantially older than housing stock across Colorado, these efforts are increasingly critical. This AAP reaffirms the City's dedication to housing preservation and to addressing the rehabilitation needs of Pueblo's residents.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City uses a variety of methods to ensure citizen participation and engagement: bilingual public notices; citywide posting of draft plans; a Citizens Advisory Committee (CAC) scoring and recommendation process; public hearings; social media interaction, and ongoing interagency coordination with housing/service providers and the Balance of State Continuum of Care. The Program Year 2026 Annual Action Plan replicates this approach, ensuring meaningful opportunity for comment and alignment with HUD citizen participation rules.

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.

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

During the draft period, the City anticipates receiving comments from residents, service providers, developers, and advocacy groups. Typical themes include support for increased affordable housing production, infrastructure accessibility, and enhanced homeless prevention. All timely, relevant comments will be reviewed and incorporated as appropriate and summarized in the final AAP and public hearing records.

6. Summary of comments or views not accepted and the reasons for not accepting them

Comments inconsistent with federal eligibility, national objectives, environmental/URA constraints, or statutory caps (e.g., requests that would exceed the CDBG public services cap) may not be accepted. The City will document rationale for non-acceptance in the Annual Action Plan record.

7. Summary

This Annual Action Plan advances Pueblo's Consolidated Plan priorities by directing resources to affordable housing production/preservation, ADA and neighborhood improvements, focused public services, and compliant administration. It leverages CHDO participation, maintains overall LMI benefit, and aligns with HUD's eCon structure and submission guidance.

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

Consolidated Plan Public Contact Information

Melissa Cook, Director

City of Pueblo Department of Housing and Citizen Services

(719) 553-2850, housing@pueblo.us

1 City Hall Place, Pueblo, CO 81003

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

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)).

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.

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

2. Agencies, groups, organizations and others who participated in the process and consultations

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.
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
	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.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

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?

Table 3 – Other local / regional / federal planning efforts

Narrative

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 multipronged engagement strategy to ensure CDBG funding is directed to low-income households and neighborhoods. The Department of Housing and Citizen Services participates in a wide range of community groups and committees throughout the year to coordinate funding opportunities, promote available services, and connect residents with the most appropriate resources. The Department actively participates in the following community-based commissions, committees, and workgroups:

- Pueblo Affordable Housing Collective (12 meetings per year)
- ADA Advisory Committee (monthly meetings)
- Community Services Advisory Commission (monthly meetings)
- Housing Update Call with the Colorado Division of Housing (monthly call)
- State of the City Open House (annual event)
- Regular meetings with Advance Pueblo, a collaboration of key stakeholders focused on economic development
- Citizen Advisory Committee for Pueblo's Superfund Site

The Division is co-located with the Pueblo County Department of Human Services, allowing for close coordination with programs such as LEAP, Weatherization, Commodities Distribution, and other social service initiatives.

Funding availability is publicly announced in the Pueblo Chieftain, in both English and Spanish, and on the City's website. A public hearing and project presentation meeting is held annually, where applicants present their proposals to the Citizen Advisory Committee. The Committee is composed of community volunteers representing each City Council district. Members review and rank applications using a rubric aligned with the Consolidated Plan's priority needs and goals, ensuring funding decisions are transparent, equitable, and data-driven.

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, 2024e 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

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	1,433,918.00	0.00	0.00	1,433,918.00	4,301,754.00	The expected amount remaining is three 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).

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	773,865.49	0.00	0.00	773,865.49	2,321,596.47	The expected amount remaining is three times the year 1 allocation assuming that the level of funding remains the same.

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

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 of the City of Pueblo and Pueblo County. Over $6 million in City of Pueblo general funds have been granted to local agencies that serve the Pueblo community in 2025. These are general revenue funds, and allocations are made during the yearly budget process.

In addition, the City of Pueblo's Housing and Citizen Services Department regularly applies for grants from local and state sources. In 2025, the

City was awarded a grant for low-income homeowner rehabilitation and intends to continue to expand grant funding.

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

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
1	Preserve existing affordable units (rehab)	2020	2024	Affordable Housing	Citywide	Affordable Housing	CDBG: $185,000.00	Homeowner Housing Rehabilitated: 29 Household Housing Unit
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	Eliminate slum and blighting influences	2025	2029	Affordable Housing Non-Housing Community Development	Citywide	Economic Development and Community Revitalization	CDBG: $300,000.00	Buildings Demolished: 2 Buildings
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

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
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
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
8	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
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: $285,000.00 HOME: $87,754.52	Other: 2 Other
12	Fair housing education and outreach	2020	2024	Fair Housing	Citywide	Administration and Planning	CDBG: $.00 HOME: $.00	Other: 1 Other

Table 3 – 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.
2	**Goal Name**	New construction of affordable housing
	Goal Description	New construction of affordable housing units
3	**Goal Name**	Eliminate slum and blighting influences
	Goal Description	Demolish blighted unsafe structures.
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.
8	**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.
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.

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

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

AP-38 Project Summary

Project Summary Information

Project Name	Target Area	Goals Supported	Needs Addressed	Funding	Description	Target Date
<TYPE=[pivot_table] REPORT_GUID=[54A4ED67473EDAEE248792836A1D83B0]>						

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	92
Countywide	8

Table 5 - 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

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.

One Year Goals for the Number of Households to be Supported	
Homeless	200
Non-Homeless	0
Special-Needs	0
Total	200

Table 6 - 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	22
Acquisition of Existing Units	0
Total	34

Table 7 - 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.

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

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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

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

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

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 Subsidye- 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.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 26, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Bella Trujillo, Director of Human Resources
Melissa Cook, Director Department of Housing & Citizen Services

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2026 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME POSITION ENTITLED HOUSING REDEVELOPMENT PROGRAM COORDINATOR TO THE AUTHORIZED STAFFING OF THE HOUSING AND CITIZEN SERVICES DEPARTMENT

SUMMARY:

The Housing & Citizen Services Department requests to add one full-time position to develop, manage and administer the housing redevelopment program by leading strategic initiatives to eliminate blight, stabilize neighborhoods, and catalyze reinvestment using public sector and private sector financing tools.

PREVIOUS COUNCIL ACTION:

On December 8, 2025, Ordinance No. 11084 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2026.

BACKGROUND:

The City has identified over 200 long-term vacant residential properties requiring significant rehabilitation or demolition. Many of these properties are unlikely to be redeveloped without direct government intervention. To address this, the Department of Housing and Citizen Services has identified a viable financing mechanism to address this blight.

The identified program provides access to up to five times a jurisdiction's annual CDBG allocation through an up-front loan secured by collateral and/or future CDBG grant years. An overview of this opportunity was presented to City Council at the December 22, 2025, Work Session.

Although the loan will require future Council approval, the program's complexity necessitates substantial preparatory work, including project scoping, financial modeling, and securing site control for numerous properties. This workload exceeds the

Department's current staffing capacity.
To support this effort, the Department of Housing and Citizen Services has secured a $90,000 administrative planning grant from the Department of Local Affairs, already budgeted and appropriated in PL2402. Additional administrative funds from HOME-ARP (HOARP10) and CDBG-CV (CDCV010) are available to sustain this position for at least one year.
The individual hired in this role will lead efforts to rehabilitate and/or demolish long-term vacant and blighted residential properties. Within six months of hire, the Department will present a comprehensive funding plan to Council utilizing the HUD Section 108 Loan Guarantee Program and other financing tools to initiate redevelopment activities.
This position is critical to the success of the City's blight removal and redevelopment strategy.
If a comprehensive strategy is not identified and additional funding is not secured before the initially secured funding as outlined is exhausted, the position will no longer exist and will not draw on General Funds.

FINANCIAL IMPLICATIONS:

All costs associated with this proposal will be paid from grant funding received through Proposition 123 Local Planning Grant PL2402. In addition, some activities may be billed to administration of other Department of Housing and Citizen Services grants, including the CDBG Program, HOME Program, and pandemic-related funding (CDCV010 and HOARP10).
The current funding is anticipated to last approximately one (1) year. The intent is this position will become sustained with Section 108 loan proceeds and program income as a result of the program and have the potential for multi-year extension. However, if this position does not generate the anticipated program income or have eligible administrative expenses through the Section 108 program, this position would not be extended.

The cost of the Housing Redevelopment Program Manager position is approximately $56,183 for the remainder of 2026.

Cost Item	Per Month Cost 2026*	Approximate Annual Cost	Estimated Actual Cost 2026 (5 months)
Salary	$ 7,038	$ 84,457	$ 35,190
Retirement (PERA)	$ 1,112	$ 13,344	$ 5,560
Health Insurance	$ 2,954	$ 35,442	$ 14,768
Dental Insurance	$ 25	$ 300	$ 125
Life Insurance	$ 6	$ 72	$ 30
Medicare	$ 102	$ 1,225	$ 510
Estimated Position Cost	**$ 11,237**	**$ 134,839**	**$ 56,183**

* Assumes hire in at Step 1 of the salary scale

BOARD/COMMISSION RECOMMENDATION:

Not Applicable

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The no action alternative would be to retain current staffing levels. Without approval of

this Ordinance, the City of Pueblo will not be able to adequately support the important work of the program.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 26, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Bella Trujillo, Director of Human Resources

SUBJECT: AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2026 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR HOUSING REDEVELOPMENT PROGRAM COORDINATOR

SUMMARY:

Attached for consideration is an amended Pay Plan Ordinance that reflects the addition of the pay rate and salary schedule for the classification of Housing Redevelopment Program Coordinator.

PREVIOUS COUNCIL ACTION:

On December 8, 2026, City Council approved Ordinance No.11875, which established the Fiscal Year 2026 Classification and Pay Plan.

BACKGROUND:

This new position in the Housing and Citizen Services Department will be classified as a Class B position and will be subject to all hiring procedures under Civil Services rules and regulations.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The suggested change establishes the 2026 salary range for the classification of Housing Redevelopment Program Coordinator. If this ordinance is not approved, and assuming the establishment of the position is approved, no salary range will be associated with the classification and the position cannot be filled.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2026 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR HOUSING REDEVELOPMENT PROGRAM COORDINATOR

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

SECTION 1.

Section 6-5-16(A) of Chapter 5, of Title VI, of the Pueblo Municipal Code referencing the Fiscal Year 2026 pay scale for the classification of Housing Redevelopment Program Coordinator.

6-5-16. Schedule, classification, work week and monthly salary.

The following shall constitute:

A. The monthly pay range for the classification of Housing Redevelopment Program Coordinator for 2026.

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – CLASS B (EXEMPT)
2026

CLASS TITLE	*BASE SALARY*	MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)					
(B) ADMINISTRATIVE							
Housing Redevelopment Program Coord	7038.05	7415.77	7833.70	8263.77	8718.44	9197.76	9703.58

SECTION 2.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance 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

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 26, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING A T-HANGAR LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO HOME RULE MUNICIPAL CORPORATION, AND DANIEL J. RAMOS FOR HANGAR UNIT B AT 31501 BRYAN CIRCLE AT PUEBLO MEMORIAL AIRPORT

SUMMARY:

Attached is an Ordinance approving a T-Hangar Lease Agreement between the City of Pueblo and Daniel J. Ramos for Hangar Unit B at 31501 Bryan Circle, located at the City's east-side T-hangar complex at Pueblo Memorial Airport. The Lease commences June 15, 2026, has an initial term of one year with up to four one-year renewal options, and provides monthly rent of $265.00 set by the Schedule of Rates and Charges adopted by City Council.

PREVIOUS COUNCIL ACTION:

Council previously approved a T-Hangar Lease Agreement with Mr. Ramos for a separate unit at the same complex by Ordinance No. 9448. The monthly rate of $265.00 referenced in this Lease was established by Ordinance No. 10811.

BACKGROUND:

The City of Pueblo owns and operates Pueblo Memorial Airport, including the T-hangar complex located on the east side of the airfield at 31501 Bryan Circle. Hangar Unit B at that complex is presently vacant. Mr. Ramos has applied to lease Hangar Unit B for the storage of an aircraft.

This Lease is the first to be issued on the updated T-Hangar Lease template prepared by the Department of Law in coordination with the Department of Aviation. The updated template addresses several recurring issues identified in prior hangar leases, including affirmative renewal upon written notice from the Lessee, prohibition of subleasing and encumbrance of the leasehold, alignment of rent with the Schedule of Rates and Charges adopted by Council, and a Lessor reservation covering construction activities

and operational restrictions during airshows, federally protected travel, military operations, and emergency response.

The Lease has an initial term of one year commencing June 15, 2026, with four one-year renewal options exercisable by Mr. Ramos on at least fourteen days' written notice. The aggregate term, including all renewals, is capped at five years. Either party may terminate the Lease on fourteen days' written notice. Mr. Ramos is required to maintain commercial general liability insurance with limits of $1,000,000 per occurrence and $3,000,000 in the aggregate, naming the City as additional insured and loss payee. The Premises are leased AS IS, and Mr. Ramos assumes the risk of loss, damage, or injury with respect to the Aircraft and personal property kept at the Premises.

The Lease has been approved as to form by the City Attorney.

FINANCIAL IMPLICATIONS:

The City will receive $265.00 per month, or $3,180.00 over the initial one-year term, in rental revenue. The rate is set by the Schedule of Rates and Charges and is subject to Council adjustment at any time, with the adjusted rate applying to any subsequent renewal term elected by the Lessee. Over the maximum five-year aggregate term, total rental revenue at the rate in effect on the Effective Date is $15,900.00. Rent revenue is dedicated to airport purposes consistent with PMC § 3-1-7.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, Hangar Unit B will remain vacant and the City will forgo the rental revenue described above.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. RAMOS 2026 06 15 LEASE AGREEMENT

ORDINANCE NO.

AN ORDINANCE APPROVING A T-HANGAR LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO HOME RULE MUNICIPAL CORPORATION, AND DANIEL J. RAMOS FOR HANGAR UNIT B AT 31501 BRYAN CIRCLE AT PUEBLO MEMORIAL AIRPORT

WHEREAS, the City of Pueblo owns and operates the Pueblo Memorial Airport ("**Airport**"), the City having authority under C.R.S. §§ 41-4-201 and 41-4-204 to acquire, establish, construct, own, control, lease, equip, improve, maintain, operate, and regulate the Airport, and to exact and require charges, fees, and tolls in connection therewith; and

WHEREAS, the City owns and manages the T-Hangar facility identified herein and desires to lease one such T-Hangar unit to Lessee for the storage of an aircraft, and Lessee desires to lease the same upon the terms and conditions set forth herein.

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

SECTION 1.

The T-Hangar Lease Agreement ("Agreement") between the City of Pueblo, a Colorado home rule municipal corporation, and Daniel J. Ramos, dated June 15, 2026, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

CITY OF PUEBLO
DEPARTMENT OF AVIATION
T-HANGAR LEASE AGREEMENT

This T-Hangar Lease Agreement ("**Lease**") entered into this 15th day of June, 2026 ("**Effective Date**"), between the City of Pueblo, a Colorado home rule municipal corporation ("**City**"), and Daniel J. Ramos, whose address is 510 Floyd Lane, Pueblo, CO 81005 ("**Lessee**").

RECITALS

WHEREAS, the City of Pueblo owns and operates the Pueblo Memorial Airport ("**Airport**"), the City having authority under C.R.S. §§ 41-4-201 and 41-4-204 to acquire, establish, construct, own, control, lease, equip, improve, maintain, operate, and regulate the Airport, and to exact and require charges, fees, and tolls in connection therewith; and

WHEREAS, the City owns and manages the T-Hangar facility identified herein and desires to lease one such T-Hangar unit to Lessee for the storage of an aircraft, and Lessee desires to lease the same upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises, covenants, and conditions contained herein, the sufficiency of which is hereby acknowledged, City and Lessee agree as follows:

ARTICLE I. LEASED PREMISES

1. **PREMISES AND AIRCRAFT.** City leases to Lessee the T-Hangar unit located at the Airport and identified as 31501 Bryan Circle Unit B ("**Premises**"), for the sole purpose of storing one (1) aircraft bearing FAA registration number ("**N-number**") N36440 ("**Aircraft**"). The Aircraft shall be continuously registered with the Federal Aviation Administration ("**FAA**") throughout the term of this Lease. Lessee shall report any change in the Aircraft N-number to City in writing within fourteen (14) days of the change so that City may comply with applicable FAA reporting requirements.

2. **SUBJECT TO ENCUMBRANCES.** Lessee's tenancy is subject to all easements, rights of way, covenants, conditions, restrictions, reservations, and limitations of record, and to all applicable zoning and land use laws, ordinances, codes, and regulations, including all conditions, regulations, restrictions, and requirements imposed by the FAA governing the Premises and its use.

3. **ACCEPTANCE AS IS.** The Premises are leased "AS IS, WHERE IS, WITH ALL FAULTS." City makes no representation or warranty, express or implied, as to suitability, fitness for a particular purpose, title, zoning, physical or environmental condition, utilities, governmental approvals, or compliance of the Premises with any law or regulation. Lessee's taking of possession is conclusive evidence that Lessee accepts the Premises in their present condition.

ARTICLE II. TERM AND RENEWAL

4. INITIAL TERM. The initial term of this Lease shall be one (1) year, commencing on the Effective Date and ending at 11:59 p.m. on the day before the first anniversary of the Effective Date, unless earlier terminated as provided herein.

5. RENEWAL OPTIONS. Lessee shall have the option to renew this Lease for up to four (4) successive renewal terms of one (1) year each. To exercise a renewal option, Lessee shall provide written notice to the Director of Aviation no later than fifteen (15) days prior to the expiration of the initial term or renewal term then in effect. If Lessee fails to provide timely renewal notice, this Lease shall terminate at the expiration of the then-current term, and Lessee shall surrender possession in accordance with Section 46. Lessee's renewal option is contingent on Lessee not being in default of this Lease at the time of renewal notice and on Lessee having no uncured material breach during the initial term or any renewal term then in effect; the Director of Aviation shall determine in good faith whether this condition is satisfied. Renewal at the Rent then in effect under the Schedule of Rates and Charges shall not require further action by City Council, the parties having agreed to the renewal mechanism set forth in this Lease. In no event shall the aggregate term of this Lease, including the initial term and all renewal terms, exceed five (5) years.

6. EARLY TERMINATION. Either party may terminate this Lease, with or without cause, by providing the other party at least fourteen (14) days' prior written notice stating the date on which the Lease shall terminate.

ARTICLE III. RENT, TAXES, AND FEES

7. MONTHLY RENT. Lessee shall pay to City monthly rent in the amount established for the T-Hangar unit type comprising the Premises by the Schedule of Rates and Charges adopted by City Council, as the same may be amended from time to time ("**Rent**"). The Rent in effect on the Effective Date is two hundred sixty-five dollars ($265) per month. Rent is payable in advance without notice or demand on or before the tenth (10^{th}) day of each calendar month at the address designated by City. Rent includes all utilities furnished by City to the Premises. No utilities other than those furnished by City shall be provided or permitted at the Premises without the prior written approval of the Director of Aviation.

8. ADJUSTMENT OF RENT ON RENEWAL. The Rent shall remain fixed at the amount in effect on the Effective Date during the initial term and during any renewal term then in effect. If City Council adjusts the Rent applicable to the T-Hangar unit type comprising the Premises during the initial term or any renewal term, the adjusted Rent shall apply to any subsequent renewal term elected by Lessee under Section 5. City shall provide Lessee written notice of any adjustment to the Rent at least thirty (30) days before the expiration of the term in which the adjustment takes effect. The Rent shall not be subject to any automatic consumer price index escalation.

9. LATE CHARGE AND DEFAULT INTEREST. Rent not received by City on or before the tenth (10th) day of the month in which it is due shall be subject to a late charge of Twenty-Five Dollars ($25.00). Any Rent or other sum due under this Lease that remains unpaid thirty (30) days after the due date shall accrue interest at the rate of eight percent (8%) per annum,

calculated from the original due date until paid in full. Late charges and interest are in addition to, and not in lieu of, any other remedy available to City under this Lease or at law.

10. **TAXES AND POSSESSORY INTEREST.** Lessee shall promptly pay when due all taxes, fees, licenses, and other governmental charges assessed against or applicable to the Premises or Lessee's use thereof. Lessee acknowledges that Pueblo County assesses a possessory interest tax against lessees of municipal property and that such tax is the responsibility of Lessee. City is a tax-exempt entity and shall not be liable for any tax of Lessee. Lessee acknowledges that multiple taxes and costs are associated with owning and operating an aircraft, including the leasing of hangar space, and that all such taxes and costs shall be paid by Lessee whether or not Lessee was aware of them.

ARTICLE IV. USE OF PREMISES

11. **PERMITTED USE.** The Premises shall be used solely for the storage of the Aircraft and for the following incidental, non-commercial uses associated with such storage: (i) storage of aircraft parts, tools, and supplies belonging to Lessee and directly associated with the Aircraft; (ii) storage of one (1) operable personal vehicle owned by Lessee while Lessee is operating the Aircraft away from the Airport; (iii) preventive maintenance performed on the Aircraft by Lessee personally, to the extent authorized by 14 C.F.R. Part 43, Appendix A, paragraph (c); and (iv) such other incidental uses as the Director of Aviation may approve in writing. All other uses are prohibited.

12. **AERONAUTICAL USE REQUIRED.** All uses of the Premises shall be substantially aeronautical in nature. The Premises shall not be used for residential purposes, for any commercial operation, or for the storage of non-aeronautical personal property. The Premises shall not be used for the storage of automobiles, except as authorized by Section 11 herein. Failure to comply with this Section is a material breach of this Lease.

13. **MAINTENANCE BY OTHERS.** No person other than Lessee or a regular employee of Lessee may perform services on the Aircraft on the Premises beyond preventive maintenance as defined in 14 C.F.R. Part 43, Appendix A, paragraph (c). Any maintenance exceeding preventive maintenance shall be performed only by an authorized person at a location approved for such activity by the Director of Aviation.

14. **OPERATIONAL RESTRICTIONS.** Lessee shall comply with the following operational requirements: (i) hangar doors shall remain closed and locked except when the Premises are attended by Lessee; (ii) drive-through gates entering the Air Operations Area shall be kept closed and locked at all times except for ingress and egress; (iii) only automobiles belonging to owners of aircraft hangared on the Airport shall be permitted in the Air Operations Area; (iv) automobiles shall be parked in designated parking spaces or within the hangar; (v) no person or automobile shall go beyond the immediate vicinity of the Premises without the prior written consent of the Director of Aviation; (vi) Lessee shall provide drip pans of non-flammable material under the Aircraft to prevent damage to the floor; and (vii) mounting, hanging, suspending, or otherwise installing any item from the ceiling, support beams, or roofing structure of the hangar is prohibited.

15. **PROHIBITED MATERIALS.** No flammable liquids or hazardous materials shall be used or stored on the Premises, except for fuel contained in the Aircraft fuel tanks or in the tank of a properly parked stored automobile.

16. **LESSEE MAINTENANCE.** Lessee shall, at its own expense, keep the Premises neat, clean, safe, and orderly at all times, free of waste, rubbish, and debris, and shall provide for the sanitary handling and disposal of all trash, garbage, and refuse resulting from Lessee's activities at the Airport. No outside storage of parts, materials, equipment, inventory, or other property is permitted. Lessee is responsible for snow removal within five (5) feet of the hangar door.

ARTICLE V. INSURANCE; INDEMNIFICATION; RISK OF LOSS

17. **REQUIRED INSURANCE.** Lessee, at its sole cost and expense, shall procure and maintain in full force during the term of this Lease a policy of commercial general liability insurance with limits of not less than One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) in the aggregate. Coverage shall include, without limitation, legal liability for property damage, bodily injuries, and deaths of persons in connection with the operation, maintenance, or use of the Premises, including acts or omissions of Lessee. The policy shall name the City of Pueblo as an additional insured and loss payee. The policy shall provide that it cannot be canceled or materially altered by the insured or the insurance company unless thirty (30) days' prior written notice is given to City. Lessee shall furnish a certificate of insurance evidencing such coverage upon execution of this Lease and upon issuance or renewal of any such policy thereafter. Lessee shall notify the Director of Aviation in writing of any change, expiration, or non-renewal within two (2) weeks of such event.

18. **INDEMNIFICATION.** Lessee shall indemnify, defend, and hold harmless City and its officers, agents, representatives, and employees from and against any and all penalties, liability, or loss, including costs and reasonable attorney fees, resulting from claims or court action, whether civil, criminal, or in equity, arising directly or indirectly from: (i) the acts or omissions of Lessee, its agents, employees, contractors, or guests; (ii) any occurrence in, on, or about the Premises; (iii) any condition of the Premises or any equipment, appurtenance, or activity thereon; or (iv) any injury or damage caused or occasioned in connection with Lessee's use or occupancy of the Premises. Nothing in this Lease is intended to waive, limit, or otherwise affect any immunity or limitation of liability conferred upon City under federal or state law, including the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as amended.

19. **RISK OF LOSS.** Lessee assumes all risk of loss, damage, injury, and liability with respect to Lessee, Lessee's guests, the Aircraft, Lessee's improvements, and Lessee's personal property in or upon the Premises. City shall not be liable or responsible for any such loss, damage, or injury, regardless of cause, including the negligence of City, its officers, agents, or employees. Lessee shall not hold or attempt to hold City liable for any injury, including loss of life, to any person or for damage to any property while on the Premises or the Airport, irrespective of how such injury or damage may be caused or occasioned.

ARTICLE VI. RIGHTS AND PRIVILEGES OF LESSEE

20. EXCLUSIVE USE. Subject to the rights reserved to City herein, Lessee shall have the exclusive use of the Premises for the purpose of storing the Aircraft and for the incidental uses set forth in Section 11. Lessee shall not assign this Lease or sublet the Premises or any part thereof.

21. IMPROVEMENTS AND ALTERATIONS. Except as specifically authorized herein, Lessee shall not, without the prior written approval of the Director of Aviation, make improvements, modifications, revisions, signs, or other alterations to the Premises. All improvements, modifications, revisions, signs, and alterations shall be at Lessee's sole expense and shall be performed by trade professionals licensed, insured, and permitted to conduct business within the City of Pueblo. Upon expiration or termination of this Lease, Lessee shall remove all such improvements at no cost to City; provided, however, that City may, on a case-by-case basis, allow improvements to remain, in which case City shall not be liable to Lessee for the cost thereof.

22. NO ENCUMBRANCE. Lessee shall not, directly or indirectly, voluntarily or involuntarily, mortgage, pledge, hypothecate, or otherwise encumber, or permit to be encumbered, the Premises, the leasehold interest created by this Lease, or any portion thereof or interest therein, by deed of trust, mortgage, lien, security interest, or other encumbrance of any kind. Any encumbrance recorded or asserted in violation of this Section shall be void as against City and shall constitute a material default of this Lease. Lessee shall, at Lessee's sole cost and expense, take all action necessary to remove and release any such encumbrance within ten (10) days of written notice from City. City shall have no obligation to subordinate its fee interest in the Airport to any encumbrance asserted against the leasehold. City's mechanic's lien rights under the laws of the State of Colorado are unaffected by this Section.

23. INGRESS AND EGRESS. Lessee, its employees, and invitees shall have the right of ingress and egress between designated airport access points and the Premises over, upon, and through such streets and not others as may be designated by the Director of Aviation from time to time. Driveways from existing streets into the Premises shall be located as designated by the Director of Aviation.

ARTICLE VII. RIGHTS AND PRIVILEGES OF CITY

24. RESERVED RIGHTS. All rights not herein granted to Lessee are reserved to City.

25. RIGHT OF ENTRY AND INSPECTION. City shall have the full and unrestricted right to enter upon those portions of the Airport occupied by Lessee, and City, its agents, or representatives shall be permitted to inspect the Premises during regular business hours or upon twenty-four (24) hours' notice to Lessee. In the event of an emergency, City may enter the Premises without prior notice. Lessee shall not inhibit, obstruct, delay, or refuse to allow City's entry or inspection authorized under this Section, and any such inhibition, obstruction, delay, or refusal shall constitute a material default of this Lease and grounds for immediate termination under Article X.

26. **MAINTENANCE OF AIRPORT FACILITIES.** City reserves the right, but not the obligation, to maintain and keep in repair the landing areas of the Airport and all publicly owned facilities of the Airport. City shall not be obligated to Lessee for any failure to maintain or repair such areas or facilities.

27. **Construction and Operational Restrictions.** Lessee acknowledges that the Airport is a public-use facility, the operation of which may from time to time require the temporary restriction of Lessee's access to the Premises or otherwise inconvenience or interrupt Lessee's operations at the Airport. Such circumstances include, without limitation: (i) programs of construction, reconstruction, expansion, relocation, maintenance, and repair at and to the Airport undertaken by City to ensure that the Airport and its facilities are suitable for the volume and character of air traffic and flight activity; (ii) airshows and other aerial demonstrations conducted at or in the vicinity of the Airport; (iii) flight restrictions imposed by the Federal Aviation Administration in the proximity of the President, Vice President, or other federally protected parties; (iv) temporary flight restrictions over disaster or hazard areas; (v) military operations conducted at or in the vicinity of the Airport; and (vi) emergency response, public safety, or security operations. City shall provide Lessee with reasonable advance notice of any such restriction or activity when feasible, except where notice is impracticable, prohibited by federal authority, or would compromise the operation. Lessee waives any claim against City or its officers, agents, employees, contractors, subcontractors, and representatives for damages, rent abatement, or other consideration arising from any such restriction, inconvenience, or interruption, and Lessee's obligations under this Lease, including the obligation to pay Rent, shall continue without interruption.

28. **RESERVATION OF AIRSPACE.** There is hereby reserved to City, its successors, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in such airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the air, using such airspace or landing at, taking off from, or operating at the Airport.

29. **RIGHT TO DEVELOP.** City reserves the right, without any obligation to do so, to develop, modify, change, improve, or abandon the Airport or any part thereof as City may determine in its sole discretion, at any time, regardless of the desires or views of Lessee, and without interference or hindrance from Lessee or liability to Lessee.

30. **CITY MAINTENANCE OBLIGATION.** City shall maintain the floor, walls, roof, and doors of the Premises, except that the cost of repair for any damage to the same caused by Lessee, its employees, agents, or invitees shall be borne solely by Lessee.

31. **NO LIABILITY FOR LESSEE PROPERTY.** All risk of loss or damage to the Aircraft and to other personal property of Lessee in or upon the Premises is assumed by Lessee. City shall not be liable or responsible for any loss or damage to such property regardless of cause, including the negligence of City, its officers, agents, or employees.

ARTICLE VIII. FAA AND FEDERAL COMPLIANCE

32. SUBORDINATION TO FEDERAL AGREEMENTS. This Lease and all the provisions hereof are subject to all rights the United States Government now has or may in the future have or acquire affecting the control, operation, regulation, re-entry upon, and taking over of the Airport, including the Premises.

33. NO EXCLUSIVE RIGHTS. Nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e).

34. TITLE VI COVENANT. Lessee, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that: (i) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of the Premises; (ii) in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination; and (iii) Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 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, as said Regulations may be amended.

35. CONSTRUCTION AND USE OF FACILITIES. Lessee, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to 49 C.F.R. Part 21, as said Regulations may be amended.

36. GENERAL CIVIL RIGHTS COMPLIANCE. In all activities within the scope of the airport program, Lessee agrees to comply with pertinent statutes, Executive Orders, and rules identified in the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as referenced in Section 37, to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability, be excluded from participating in any activity conducted with or benefiting from federal assistance. This Section is in addition to, and not in lieu of, the covenants set forth in Sections 34 and 35.

37. PERTINENT NONDISCRIMINATION AUTHORITIES.

During the performance of this Lease, Lessee, for itself, its assignees, and successors in interest, agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, or national origin);

- 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);
- 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);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131–12189), as implemented by 49 C.F.R. Parts 37 and 38;
- 49 U.S.C. § 47123 (FAA nondiscrimination provision); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency.

ARTICLE IX. ENVIRONMENTAL PROVISIONS

38. HAZARDOUS MATERIALS DEFINED. For purposes of this Lease, "Hazardous Materials" means any hazardous or toxic substance, material, or waste regulated by any local government authority, the State of Colorado, or the United States government, including without limitation: (i) substances defined as "hazardous waste," "restricted hazardous waste," "hazardous substance," or "hazardous material" under any applicable federal, state, or local law or regulation ("Environmental Regulations"); (ii) asbestos-containing materials; (iii) PCBs; (iv) petroleum or petroleum-based products; and (v) lead.

39. ENVIRONMENTAL COMPLIANCE. Lessee shall comply with all Environmental Regulations applicable to Lessee and its use of the Premises. No activity shall be undertaken by Lessee, its guests, employees, agents, contractors, or subcontractors on, or any portion of, the Premises that would cause or permit: (i) the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Material in, on, under, about, or from the Premises in violation of any Environmental Regulation; (ii) any portion of the Premises to become a hazardous waste treatment, storage, or disposal facility without proper governmental authorization and compliance with all Environmental Regulations; or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, without proper governmental authorization and compliance with all Environmental Regulations, including the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., and the Clean Air Act, 42 U.S.C. § 7401 et seq.

40. ENVIRONMENTAL INDEMNITY. Lessee shall defend, indemnify, and forever hold harmless City and its officers, employees, agents, successors, and assigns from all claims, losses, damages, penalties, expenses, and costs, including reasonable attorney fees, characterization, remediation, and cleanup costs, incurred by reason of the use, storage, generation, release, discharge, maintenance, disposal, or removal of Hazardous Materials in, on, under, about, or from the Premises by Lessee, its employees, agents, guests, contractors, or subcontractors.

ARTICLE X. DEFAULT, REMEDIES, AND TERMINATION

41. EVENTS OF DEFAULT. Each of the following constitutes an event of default under this Lease: (i) failure of Lessee to pay any Rent, fee, or other sum due under this Lease when due; (ii) failure of Lessee to perform any other obligation under this Lease; (iii) violation by Lessee of any airport security rule, now or hereafter in effect; (iv) the declaration of insolvency or bankruptcy of Lessee, the assignment of Lessee's property for the benefit of creditors, the levy upon or seizure of Lessee's leasehold interest by writ of any court of law, or the appointment of a Trustee in Bankruptcy or Receiver for the property of Lessee; (v) abandonment of the Premises; (vi) inhibition, obstruction, delay, or refusal by Lessee of City's entry or inspection authorized under Section 25; (vii) assignment of this Lease in violation of Section 20; (viii) subletting of the Premises in violation of Section 20; or (ix) any encumbrance of the Premises or the leasehold interest in violation of Section 22.

42. TERMINATION ON DEFAULT. Upon the occurrence of an event of default in payment, or any breach of the covenants or agreements herein, City may declare this Lease terminated, and after the expiration of fourteen (14) days from the date of service of a written notice of termination, City shall be entitled to possession of the Premises. Upon the occurrence of an event of default related to insolvency or bankruptcy under Section 41(iv), City may, at its option, immediately terminate this Lease and retake possession of the Premises with or without notice, notice being expressly waived, without working any forfeiture of any accrued obligations of Lessee. Violation of airport security rules, interference with City's right of entry or inspection under Section 25, or any breach of Section 20 (assignment or subletting) or Section 22 (encumbrance), shall be grounds for immediate termination of this Lease.

43. REMEDIES ON DEFAULT. If, after notice of termination as provided herein, Lessee shall refuse to surrender and deliver possession of the Premises, City may, without further notice or demand, enter upon and take possession of the Premises, expel and remove Lessee, using such help, assistance, and force as may be needful and proper, without prejudice to any remedy allowed by law. If the Premises are left vacant and any Rent reserved remains unpaid, City may, without obligation to do so and without terminating this Lease, retake possession of the Premises and re-let the same for such rent and upon such conditions as City deems best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and Lessee shall be liable for the balance of the Rent reserved until the expiration of this Lease.

44. CITY'S LIEN. In the event this Lease is terminated as herein provided, City shall have, and Lessee hereby grants, a lien upon Lessee's equipment, fixtures, furniture, and inventory in or upon the Premises for all Rent, expenses, attorney fees, and costs then due or to become payable by Lessee. Such lien may be enforced by the taking and sale of such property in the manner provided for the disposition of collateral under the Colorado Uniform Commercial Code.

45. HOLDOVER. If, after the expiration of the term of this Lease, Lessee remains in possession of the Premises and continues to pay Rent without any express written agreement as to such holding over, Lessee shall be a month-to-month tenant subject to all terms and covenants of

this Lease, except that during the term of any month-to-month tenancy, City or Lessee may terminate this Lease upon fourteen (14) days' prior written notice.

46. SURRENDER OF PREMISES. Without affecting any other right granted to City under this Lease, Lessee shall remove the Aircraft and any personal property from the Premises within seven (7) days after termination of this Lease. Should Lessee fail to remove such property within that seven-day period, City shall have the right to enter and remove the property, and Lessee shall be liable for all costs of removal. Unclaimed property shall be deemed abandoned and may be disposed of in any manner City deems appropriate. Should City sell the abandoned property, the proceeds shall first be applied to costs due to City, and any remaining amount shall be forwarded to Lessee.

47. ATTORNEY FEES. Lessee shall pay City all costs, including reasonable attorney fees, incurred by City in recovering any Rent or other money due and unpaid or in recovering possession of the Premises after termination of this Lease.

ARTICLE XI. NOTICES

48. NOTICE REQUIREMENTS. Any notice, demand, or request provided in this Lease shall be in writing and given by either: (i) certified mail, return receipt requested, to the address of the receiving party as follows:

To City:	To Lessee:
Director of Aviation 31201 Bryan Circle Pueblo, CO 81001	Daniel J. Ramos 510 Floyd Lane Pueblo, CO 81005 DJR469@HOTMAIL.COM

or, (ii) electronic mail, transmitted to the email address designated by the receiving party with a copy concurrently sent by certified mail, return receipt requested. Notice shall be deemed given on the date of mailing for certified mail, or, if delivered by electronic mail, on the date of confirmed transmission, provided that the required certified mail copy is also sent on or before the next business day.

ARTICLE XII. GENERAL CONDITIONS

49. SUBORDINATION TO CODE, RULES, AND REGULATIONS. The terms and conditions of this Lease and Lessee's rights hereunder are subject to the provisions of the Pueblo Municipal Code ("**PMC**"), as the same may be subsequently amended, including without limitation Title III thereof relating to the Department of Aviation, and to the Airport Rules and Regulations adopted by the Director of Aviation, as amended from time to time. In the event of conflict between the PMC and this Lease, the PMC shall control. Lessee shall observe faithfully all rules and regulations affecting use of the Airport, whether established by the Director of Aviation, the City, or other political subdivision having jurisdiction, the State of Colorado, or the United States, or agencies thereof, including rules affecting the operation of motor vehicles upon, to, and from the Airport. Lessee, and all officers, agents, and employees of

Lessee, agree to be bound by and subject to all police ordinances of the City of Pueblo at all times while on the Airport.

50. **NON-INTERFERENCE WITH AIRCRAFT OPERATIONS.** Lessee, by accepting this Lease, expressly agrees for itself, its successors, and assigns that it shall not make use of the Premises in any manner that might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the foregoing covenant is breached, City reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of Lessee.

51. **GOVERNING LAW AND VENUE.** This Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action arising under or for the enforcement of this Lease shall lie exclusively in a state court of competent jurisdiction located in Pueblo County, Colorado.

52. **NO THIRD-PARTY BENEFICIARIES.** Nothing in this Lease is intended, nor shall it be construed, to create any rights, claims, or benefits in any third party, or to assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred upon City under federal or state law, including the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.

53. **NO PARTNERSHIP OR JOINT VENTURE.** Nothing in this Lease is intended to, nor 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 venturer, agent, or representative of the other under this Lease.

54. **SUCCESSORS AND ASSIGNS.** All covenants and agreements in this Lease shall be binding upon and inure to the benefit of the heirs, successors, assigns, and legal representatives of City and Lessee, subject to the restrictions on assignment and subletting set forth herein.

55. **SEVERABILITY.** If any provision of this Lease is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Lease shall remain in full force and effect, and the invalid, illegal, or unenforceable provision shall be deemed modified to the minimum extent necessary to render it enforceable while preserving the intent of the parties to the maximum extent possible.

56. **INTEGRATION.** This Lease constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, and agreements, whether written or oral. This Lease may be amended only by a written instrument signed by both parties and approved by City Council where such approval is required by law.

57. **NO WAIVER.** No assent, express or implied, to any breach of any covenant or agreement of this Lease shall be deemed or taken to be a waiver of any succeeding or other breach. No failure or delay by City in exercising any right under this Lease shall operate as a waiver of such right.

58. **CAPTIONS.** The captions and headings used in this Lease are for convenience of reference only and shall not be used to construe or interpret any provision of this Lease.

59. COUNTERPARTS AND ELECTRONIC EXECUTION. This Lease may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The parties may execute this Lease by electronic signature, and any such electronic signature shall be deemed an original signature for all purposes.

60. SURVIVAL. All obligations of Lessee that by their nature are intended to survive termination of this Lease, including without limitation the indemnity obligations under Sections 18 and 40, the environmental obligations under Article IX, the surrender obligations under Section 46, and the attorney fee obligation under Section 47, shall survive termination of this Lease.

Executed at Pueblo, Colorado, the day and year first above written.

LESSEE:

_____
Daniel J. Ramos

CITY:
City of Pueblo, A Municipal Corporation

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 26, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE AUTHORIZING THE CITY OF PUEBLO TO GRANT A CONDITIONAL WAIVER OF FEES RELATING TO WASTEWATER CONNECTION FEES TOTALING A MAXIMUM OF $236,170 FOR PHASE II OF THE PUEBLO SPRINGS APARTMENTS LOCATED IN THE SOUTHEAST CORNER OF THE PUEBLO SPRINGS APARTMENTS SUBDIVISION

SUMMARY:

Attached is a proposed Ordinance authorizing the City of Pueblo to grant a conditional waiver of fees for wastewater connection fees totaling up to $236,170 requested by the developer of the Pueblo Springs Apartments, Phase II.

PREVIOUS COUNCIL ACTION:

In July 2020, Council approved Resolution No. 14433 granting a conditional fee waiver totaling up to $317,020 requested by the developer of Pueblo Springs Apartments for Phase I of this project. In December 2021, Council approved Resolution N. 14768 granting a twelve-month extension on the previous waiver and authorizing an additional estimated $60,000 in waived development fees. In June 2023, Council approved Resolution No. 15258 granting an additional extension and an increase in waived fees up to a maximum amount of $653,400. In February 2024, Council approved Resolution No. 15507 granting an additional extension

BACKGROUND:

Pueblo Springs Apartments Phase II is a proposed 113-unit apartment complex to be constructed on Lot 2, Block 1, Pueblo Springs Apartments Subdivision, which is located in the southeast corner of the Pueblo Springs Apartments Subdivision. The project will provide housing for new and existing residents of the City. As an incentive to reduce the overall costs of construction of this project, the waiver of fees for the wastewater connection has been requested by the developer.
Under the attached proposed Ordinance, the waiver of the Wastewater fees will expire

on May 25, 2027, unless on or before that date, the developer provides satisfactory proof of the following:

1. With respect to Pueblo Springs Apartments 4.75-acre complex, successful completion of the following milestones:

a. Rezoning of the property.

b. City of Pueblo Building Permit approval for the Pueblo Springs Apartments, Phase II, which includes multifamily residential structures containing 113 dwelling units and associated accessory structures.

FINANCIAL IMPLICATIONS:

The Wastewater will not receive connection fees for this project as follows:

Fee Type	Amount
Sanitary Sewer Connection Fee	$236,170
Total	$236,170

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to approve this Ordinance will likely significantly delay or make Phase II Pueblo Springs Apartments Project financially unfeasible.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY OF PUEBLO TO GRANT A CONDITIONAL WAIVER OF FEES RELATING TO WASTEWATER CONNECTION FEES TOTALING A MAXIMUM OF $236,170 FOR PHASE II OF THE PUEBLO SPRINGS APARTMENTS LOCATED IN THE SOUTHEAST CORNER OF THE PUEBLO SPRINGS APARTMENTS SUBDIVISION

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

SECTION 1.

The City of Pueblo, acting by and through its Wastewater Enterprise, hereby grants a waiver of Wastewater sanitary sewer connection fees up to a maximum amount of $236,170 to the Pueblo Springs Apartments, located in the southeast corner of the Pueblo Springs Apartments Subdivision.

SECTION 2.

The waiver of Wastewater fees as provided in this Resolution will expire on May 25, 2027, unless on or before that date, Pueblo Springs Apartments provides the City with satisfactory proof of the following:

1. With respect to Pueblo Springs Apartments 4.75-acre complex, successful completion of the following milestones:

    a. Rezoning of the property.

b. Southern Colorado Regional Building Permit approval for the Pueblo Springs Apartments, Phase II, which includes multifamily residential structures containing 113 dwelling units and associated accessory structures.

SECTION 3.

Pueblo Springs Apartments shall not begin construction of improvements on its 4.75-acre property until the satisfaction of the conditions set forth in Section 2 of this Ordinance.

SECTION 4.

The May 25, 2027, deadline, specified in Section 2, shall be extended as follows, upon the occurrence of the following event:

a. If the U.S. Department of Housing and Urban Development or a conventional lender does not approve the financing for Pueblo Springs Apartments Phase II by May 25, 2027, the deadline shall be extended for an additional six (6) months.

SECTION 5.

This Ordinance shall not serve as a precedent for the granting of waivers of Wastewater fees in the future. The decision to grant a waiver of wastewater connection fees to Phase II, Pueblo Springs Apartments was based on the particular facts surrounding the Pueblo Springs Apartments development and a rational assessment of the benefits to the City.

SECTION 6.

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

SECTION 7.

This Ordinance shall become effective immediately upon final passage.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 26, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE ACCEPTING, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE LPC-24-055 PUEBLO AFFORDABLE HOUSING PROCEDURE UPDATES STATE OF COLORADO GRANT AGREEMENT MODIFICATION, GRANT AGREEMENT AMENDMENT #1., AND BUDGETING AND APPROPRIATING INCENTIVE FUNDS IN THE AMOUNT OF $50,000 INTO PL2402

SUMMARY:

This Ordinance budgets and appropriates additional incentive funds in the amount of $50,000, which was awarded by the State of Colorado Department of Local Affairs (DOLA) for adopting an Expedited Review Process for affordable housing. This Ordinance also amends the LPC-24-055 Pueblo-Affordable Housing Procedure Updates Grant work description to include funding for professional development; hiring a temporary staff person in the Planning and Community Development Department to research and draft the required Strategic Growth Element for the Pueblo Regional Comprehensive Plan; and hiring a full-time Housing and Citizen Service Coordinator Position to launch a new program addressing vacant and blighted housing stock.

PREVIOUS COUNCIL ACTION:

Ordinance No. 10862 establishing the Pueblo Affordable Housing Procedures Updates, Project No. PL2402, was originally approved on December 23, 2024. The Ordinance budgeted and appropriated $24,000 in matching funds for the Project.

Ordinance No. 11013, approved on August 11, 2025, updated Project No. PL2402 by budgeting and appropriating additional funds in the amount of $96,000 from the State of Colorado Department of Local Affairs LPC-24-055, Pueblo Affordable Housing Procedure Updates.

BACKGROUND:

The Planning and Community Development Department developed and approved an Expedited Review Process for Affordable Housing Projects as part of the City's Commitment to participate in Proposition 123, Resolution No. 16202, December 22, 2025. The intent of the City's participation in Proposition 123 is to increase affordable housing within the City of Pueblo. The Colorado Department of Local Affairs awarded the City an additional $50,000 in grant funding to be included in the LPC-24-055-Pueblo Affordable Housing Procedure Updates Grant award for completing the Expedited Review Process for Affordable Housing. A portion of the additional grant funds from DOLA will be used by the Planning and Community Development Department for professional development related to affordable housing; and to hire one temporary staff person to research and draft an update to the Pueblo Regional Comprehensive Plan in accordance with the State Sustainable Affordable Housing Assistance (SB24-174). The proposed Strategic Growth Element comprehensive plan additions are intended to guide the adoption of local policies related to affordable housing and incentivize affordable housing development. This Ordinance also amends the approved LPC-24-055 Grant Agreement Work Plan to facilitate hiring a full-time Housing and Citizen Service Coordinator to launch a program addressing vacant or blighted housing stock and managing renovation or redevelopment of these homes.

FINANCIAL IMPLICATIONS:

The Project budget, PL2402 will be funded through the following sources:	
DOLA LPC-24-055 State of Colorado Grant Agreement Modification, Grant Agreement #1	$50,000
DOLA LPC-24-055 Affordable Housing Procedure Updates (Ordinance NO. 11013)	$96,000
City of Pueblo Matching Funds (Ordinance NO 10862)	$24,000
Total:	$170,000

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the funding and Grant Agreement are not approved, the affordable housing projects will not move forward.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. LPC-24-055 CA #1

ORDINANCE NO.

AN ORDINANCE ACCEPTING, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE LPC-24-055 PUEBLO AFFORDABLE HOUSING PROCEDURE UPDATES STATE OF COLORADO GRANT AGREEMENT MODIFICATION, GRANT AGREEMENT AMENDMENT #1., AND BUDGETING AND APPROPRIATING INCENTIVE FUNDS IN THE AMOUNT OF $50,000 INTO PL2402

WHEREAS, the State of Colorado Department of Local Affairs has awarded incentive funds through LPC-24-055 Pueblo-Affordable Housing Procedure Updates, State of Colorado Grant Agreement Modification, Grant Agreement Amendment #1 to the City of Pueblo; NOW THEREFORE,

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

SECTION 1.

The Incentive Fund Award, LPC-24-055 Affordable Housing Procedure Updates, State of Colorado Grant Agreement Modification, Grant Agreement Amendment #1 in the amount of $50,000 are hereby budgeted and appropriated for the LPC-24-055 Affordable Housing Procedures Updates, Project No. PL2402.

SECTION 2.

The State of Colorado Grant Agreement Modification, Grant Agreement Amendment #1, having been approved by the City Attorney, is hereby approved

SECTION 3.

The Mayor is authorized to execute and deliver the LPC-24-055 Affordable Housing Procedure Updates, State of Colorado Grant Agreement Modification, Grant Agreement Amendment #1 in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 4.

The Mayor is authorized to perform any and all acts consistent with the intent of this Ordinance, the Incentive Award, Amendment #1, to implement the policies and procedures described therein including without limitation authorization of payments pursuant to and subject to the requirements of Amendment #1.

SECTION 5.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

State of Colorado Grant Agreement Modification

Grant Agreement Amendment #1

State Agency

Department of Local Affairs (DOLA)

Grantee

City of Pueblo

Project Number and Name

LPC-24-055 - Pueblo - Affordable Housing Procedure Updates

Amendment CMS Number

206870

Previous CMS #(s)

195418

Program Name

Local Planning Capacity Grant Program

( )

Funding Account Codes

Phase Code

DLG Portal Number

LPC-24-055

Current Grant Agreement Expiration Date

May 31, 2028

Prior Grant Agreement Expiration Date

January 31, 2027

Grant Amount

Initial Award:	$96,000.00
Amendment#1 05/05/2026:	$50,000.00
Total Grant Amount:	**$146,000.00**

DOLA Program Manager

Robyn DiFalco, (720) 682-5202, (robyn.difalco@state.co.us)

DOLA Program Assistant

Jessica Rupe, (720) 557-4902, (jessica.rupe@state.co.us)

The Parties hereto have executed this amendment

Each person signing this Amendment represents and warrants that the signer is duly authorized to execute this Amendment and to bind the Party authorizing such signature.

Grantee
CITY OF PUEBLO

_____

By: Name of Authorized Individual

_____

Title: Official Title of Authorized Individual

_____

*Signature

Date: _____

STATE OF COLORADO
Jared S. Polis, Governor
Colorado Department of Local Affairs
Maria De Cambra, Executive Director

_____

By: Maria De Cambra, Executive Director

Date: _____

STATE OF COLORADO
PRE-APPROVED FORM REVIEWER

_____

By: Robyn DiFalco, LPC Program Manager

Date: _____

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

_____

By: Kelly Bearden, DOLA Controller Delegate

Amendment Effective 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.

1. Parties

This Grant Agreement Amendment (the "Amendment") to the Original Grant Agreement (the "Agreement") shown on the Signature and Cover Page for this Amendment is entered into by and between the Grantee, and the State.

2. Terminology

Except as specifically modified by the Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3. Amendment Effective Date and Term

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 Grantee 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 or May 05, 2026, whichever is later and shall terminate on the termination of the Agreement.

4. Purpose

The Parties entered into the Agreement to hire qualified consultants to facilitate updates to policies and procedures that incentivize or reduce barriers to affordable housing. Grantee requested and received Supplemental Grant Funds in the amount of $50,000 for achieving the Proposition 123 milestone for early adoption of Fast Track. Grantee requests the Scope of Project be modified to include amending the City's Comprehensive Plan to create a Strategic Growth Element and using incentive funds to hire new personnel and funding for professional development; the budget table be adjusted to account for the revised Scope of Work and incentive funding; the quarterly reporting cadence changed to monthly reporting; and the Grant Agreement Expiration Date be extended. This Amendment modifies the Agreement as requested.

5. Modification

The Agreement and all prior amendments thereto, if any, are modified as follows:

A. The Agreement Initial Agreement Expiration Date on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Expiration Date shown on the Signature and Cover Page for this Amendment.

B. The Agreement Maximum Amount field on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount field shown on the Signature and Cover Page for this Amendment.

C. The Project Description on the Agreement's Signature and Cover Page and **Section 2. Description of the Project(s) and Work, §2.1. Project Description** in **Exhibit B** is hereby deleted:

"The Project consists of amending the City of Pueblo's land use codes and comprehensive plan to incentivize affordable housing development, implementing process improvements to expedite the development review process for affordable housing projects, and generally advancing affordable housing goals in Pueblo, Colorado."

and is replaced with the following in lieu thereof:

"The Project consists of amending the City of Pueblo's land use codes to incentivize affordable housing development **and amending the city's Comprehensive Plan to create a strategic growth element**, **hiring new personnel, funding for professional development,** and generally advancing affordable housing goals in Pueblo, Colorado."

D. The first paragraph in **Section 2. Description of the Project(s) and Work, §2.2. Work Description**. in **Exhibit B** is hereby deleted:

"The City of Pueblo (Grantee) will hire qualified consultants to facilitate updates to policies and procedures that incentivize or reduce barriers to affordable housing. Work includes: 1) adoption/implementation of amendments to the Grantee's land use codes and comprehensive plan; 2) process improvements to streamline the development review process including exploration of software solutions for tracking and expedited review; and 3) tracking/documentation of Prop 123 efforts such as local government commitments and fast track compliance. Grantee will complete quarterly performance metric reporting in a form provided by DOLA."

and is replaced with the following in lieu thereof:

"The City of Pueblo (Grantee) will hire qualified consultants to facilitate **strategic policy recommendations** that incentivize or reduce barriers to affordable housing **development**.

The Project also includes funding for professional development expenses and hiring a full-time Housing and Citizen Service Coordinator to launch a new program addressing vacant or blighted housing stock and managing renovation or redevelopment of these homes. The Project funds 100% of the salary and benefits for this position for approximately one (1) year after the effective date of this Agreement. During the Agreement period and prior to Project Closeout, the Grantee will provide DOLA with plans for maintaining the position into the future. The Housing and Citizen Service Coordinator will dedicate 100% of their time and effort to implementation of this new program and Grant Funds will cover 86% of the salary and benefits for this position. The City will also hire a term-limited employee to prepare a Strategic Growth Element as an amendment to the City's Comprehensive Plan to comply with SB24-174 (C.R.S. 31-23-206(1.5)(d). Grant Funds will reimburse 86% of this term-limited employee's time and effort for approximately six (6) months after the Effective Date of this Agreement. Grantee will conduct a robust community engagement process that ensures participation by all key stakeholders, especially underrepresented voices, and residents or local workers who are considered housing cost-burdened. Grantee will complete **monthly** performance metric reporting in a form provided by DOLA."

E. The sentence in **Section 2. Description of the Project(s) and Work, §2.5. Eligible Expenses**. in **Exhibit B** is hereby deleted:

"Eligible expenses shall include: consultant fees, RFP/bid advertisements, and attorney's fees."

and is replaced with the following in lieu thereof:

"Eligible expenses shall include: consultant fees, RFP/bid advertisements, attorney's fees, **program-specific allowable salary and benefits costs, enrollment costs, and** Direct costs."

F. The following Subsection is hereby deleted from **§3.1. Project Budget Lines** in **Section 3. Definitions** in **Exhibit B:**

3.1.2. "Personnel Services Costs" means program-specific allowable salary and benefits costs.

3.1.3 "Other Costs" means enrollment costs.

G. The first sentence in **§4.1. Outcome** in **Section 4. Deliverables** in **Exhibit B** is hereby deleted:

"The final outcome of this Grant is submission of any Grant-related reports or work product funded by this award, documentation from community engagement outcomes, implementation of a system to expedite the development review process for affordable housing projects, and efforts to achieve Proposition 123 requirements in Pueblo, Colorado. In addition, a Final Informal Memo will be submitted to DOLA as a Final Report."

and is replaced with the following in lieu thereof:

"The final outcome of this Grant is **the provision of funding for new personnel, a plan to retain the position into the future, completion of the Strategic Growth Element,** submission of any Grant-related reports or Work product funded by this award, documentation from community engagement outcomes, implementation of **an effective** system to expedite the development review process for affordable housing projects, and **related** efforts to achieve Proposition 123 requirements in Pueblo, Colorado. In addition, a Final Informal Memo will be submitted to DOLA as a Final Report."

H. The following milestones in **§4.3. Performance Measures** in **Section 4. Deliverables** in **Exhibit B** are hereby deleted:

Documentation of new policy adoption, and/or efforts to explore, adopt, or implement policies that expedite review of affordable housing.	Within 30 days after the Policy adoption.
Submit draft policy documents and/or expedited review policy language to DOLA for courtesy review.	30 days prior to a scheduled public hearing.
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	May 01, 2027

and are replaced with the following in lieu thereof:

Begin recruitment and hiring process.	Within 3 months after execution of this Amendment.
Provide DOLA a copy of Job Description for an employee that will be paid with Grant Funds.	At least seven (7) days before employee begins Grant-related activities
Documentation of new policy adoption.	Within 30 days after

	the formal adoption.
Submit draft policy documents to DOLA for courtesy review.	Within 30 days prior to a scheduled public hearing.
Submit **Monthly** Pay Requests	See §4.5.2 below
Submit **Monthly** Status Reports	See §4.5.2 below
Submit Project Final Report	**August 29, 2028**

I. **Subsection 4.5. Quarterly Pay Request and Status Reports in Section 4. Deliverables in Exhibit B is hereby deleted:**

"Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee."

and is replaced with the following in lieu thereof:

"**Monthly Pay Request and Status Reports**. Beginning 30 days after the end of the first month following execution of this Grant and for each month thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the month but may be submitted more frequently at the discretion of the Grantee."

J. **Subsection 4.5.1 in Section 4. Deliverables in Exhibit B is hereby deleted:**

"For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per §6.2 of this Exhibit B Scope of Project as well as a projection of all Work expected to be

accomplished in the following quarter, including an estimate of Grant Funds to be expended."

and is replaced with the following in lieu thereof:

"For **months** in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per §6.2 of this Exhibit B Scope of Project as well as a projection of all Work expected to be accomplished in the following month, including an estimate of Grant Funds to be expended."

K. The table in **§4.5.2. Specific Submittal Dates** in **Section 4. Deliverables** in **Exhibit B is hereby deleted:**

Month	Year	Due Date	Pay Request Due	Status Report Due
4th (Oct-Dec)	2024	January 30, 2025	Yes	Yes
1st (Jan-Mar)	2025	April 30, 2025	Yes	Yes
2nd (Apr-Jun)	2025	JULY 15, 2025*	Yes	Yes
3rd (Jul-Sep)	2025	October 30, 2025	Yes	Yes
4th (Oct-Dec)	2025	January 30, 2026	Yes	Yes
1st (Jan-Mar)	2026	April 30, 2026	Yes	Yes
2nd (Apr-Jun)	2026	JULY 15, 2026*	Yes	Yes
3rd (Jul-Sep)	2026	October 30, 2026	Yes	Yes
4th (Oct-Dec)	2026	January 30, 2027	Yes	Yes
1st (Jan-Mar)	2027	April 30, 2027	Yes	Yes

and is replaced with the following in lieu thereof:

Month	Year	Due Date	Pay Request Due	Status Report Due
4th (Oct-Dec)	2024	January 30, 2025	Yes	Yes
1st (Jan-Mar)	2025	April 30, 2025	Yes	Yes
2nd (Apr-Jun)	2025	JULY 15, 2025*	Yes	Yes
3rd (Jul-Sep)	2025	October 30, 2025	Yes	Yes
4th (Oct-Dec)	2025	January 30, 2026	Yes	Yes

1st (Jan-Mar)	2026	April 30, 2026	Yes	Yes
2nd (Apr-Jun)	2026	JULY 15, 2026*	Yes	Yes
3rd (Jul-Sep)	2026	October 30, 2026	Yes	Yes
4th (Oct-Dec)	2026	January 30, 2027	Yes	Yes
1st (Jan-Mar)	2027	April 30, 2027	Yes	Yes
Month	Year	Due Date	Pay Request Due	Status Report Due
February	2027	March 30, 2027	Yes	Yes
March	2027	April 30, 2027	Yes	Yes
April	2027	May 30, 2027	Yes	Yes
May	2027	June 30, 2027	Yes	Yes
June	2027	JULY 15, 2027*	Yes	Yes
July	2027	August 30, 2027	Yes	Yes
August	2027	September 30, 2027	Yes	Yes
September	2027	October 30, 2027	Yes	Yes
October	2027	November 30, 2027	Yes	Yes
November	2027	December 30, 2027	Yes	Yes
December	2027	January 30, 2028	Yes	Yes
January	2028	March 2, 2028	Yes	Yes
February	2028	March 30, 2028	Yes	Yes
March	2028	April 30, 2028	Yes	Yes
April	2028	May 30, 2028	Yes	Yes
May	2028	June 30, 2028	Yes	Yes

L. The personnel in **§5.1. Responsible Administrator** in **Section 5. Personnel** in **Exhibit B** is hereby deleted:

"Scott Hobson, Director of Planning and Community Development, (shobson@pueblo.us)"

and is replaced with the following in lieu thereof:

"**Beritt Odom, Planning Director, (bodom@pueblo.us)**"

M. The table in **§6.2. Budget** in **Section 6. Funding** in **Exhibit B** is hereby deleted:

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Consultant Services	$120,000	$96,000	$24,000	Grantee
	Total	**$120,000**	**$96,000**	**$24,000**	

and is replaced with the following in lieu thereof:

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Consultant Services	$30,000	$25,765	$4,235	Grantee
2	Personnel Services – **CA #1**	$120,000	$103,065	$16,935	Grantee
3	Other: Enrollment costs – **CA #1**	$20,000	$17,170	$2,830	Grantee
	Total	**$170,000**	**$146,000**	**$24,000**	

N. The table in **§7.1. Payment Schedule** in **Section 7. Payment** in **Exhibit B** is hereby deleted:

Payment	Amount	
Interim Payment(s)	$91,200	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	$4,800	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	**$96,000**	

and is replaced with the following in lieu thereof:

Payment	Amount	
Interim Payment(s)	$141,200	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	$4,800	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	**$146,000**	

O. **Subsection 8.1.1 Quarterly Pay Request and Status Reports** in **Section 4. Administrative Requirements** in **Exhibit B** is hereby deleted:

"Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.5 of this Exhibit B."

and is replaced with the following in lieu thereof:

"**Monthly Pay Request and Status Reports. Monthly** Pay Requests shall be submitted to DOLA in accordance with **§4.5** of this **Exhibit B.**"

6. Limits of Effect and Order of Precedence

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.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 26, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO AND THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES REGARDING THE NIBN NATIONAL CORRELATION AND TRAINING CENTER

SUMMARY:

This Ordinance approves a Memorandum of Understanding (the "NNCTC MOU") with the United States Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), under which ATF's NIBIN National Correlation and Training Center will perform ballistic correlation reviews of evidence entered into the National Integrated Ballistic Information Network (NIBIN) by the Pueblo Police Department. The NNCTC returns NIBIN leads or negative results to the affected investigators within 24 to 48 hours.

A companion Ordinance approving the underlying NIBIN MOU with ATF is being presented for Pueblo City Council consideration at the same time. Each Ordinance stands on its own and may be approved or rejected independently, but both are necessary for the Pueblo Police Department to fully use the NIBIN program.

PREVIOUS COUNCIL ACTION:

Council has not previously acted regarding a NIBIN program or related ATF cooperative agreement with the Pueblo Police Department, based on available records.

BACKGROUND:

The NIBIN program is operated by ATF under the authority of 28 C.F.R. §§ 0.130 to 0.131 and the Gun Control Act of 1968, as amended, codified at Chapter 44 of Title 18 of the United States Code. NIBIN uses automated ballistic imaging technology to compare cartridge cases and bullets recovered from crime scenes against ballistic

evidence from other crimes nationwide.

ATF operates the NIBIN National Correlation and Training Center (NNCTC) as the centralized correlation review function for NIBIN partner sites. Under the NNCTC MOU, ballistic images that the Pueblo Police Department enters into NIBIN are routed to ATF technicians at the NNCTC, who perform the correlation review and return NIBIN leads or negative results to the affected investigators within 24 to 48 hours. All NNCTC work is peer-reviewed and signed off by a senior ATF firearms and tool mark examiner before dissemination.

Use of the NNCTC eliminates Minimum Required Operating Standards items 3 (correlation review within two business days) and 4 (lead dissemination within 24 hours) from the Pueblo Police Department's compliance obligations under the underlying NIBIN MOU. The Pueblo Police Department will provide quarterly reports to ATF indicating whether NIBIN leads were later confirmed by a firearms and tool mark examiner.

Information produced by the NNCTC is designated "Law Enforcement Sensitive" and is intended for official law enforcement use only. The NNCTC MOU expressly preserves the Pueblo Police Department's obligation to release records as required by State or Federal law or court of competent jurisdiction, subject to advance notification to ATF.

Either party may terminate the NNCTC MOU on 30 days written notice. The MOU is not a funding document; specific actions taken under it are subject to the City's funding and administrative or legislative approvals.

FINANCIAL IMPLICATIONS:

The NNCTC MOU is not a funding document and does not commit the City to any expenditure. The arrangement is a net financial benefit because it eliminates the need for the Pueblo Police Department to maintain in-house correlation review capacity for ballistic evidence entered into NIBIN.

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 enter into the NNCTC MOU. If the underlying NIBIN MOU is approved, the Pueblo Police Department will be required under Minimum Required Operating Standards items 3 and 4 to conduct its own correlation reviews and disseminate leads within 24 hours, which requires trained NIBIN users dedicated to that function. Without the NNCTC arrangement, the Pueblo Police Department will need to develop and maintain that in-house capacity.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. NNCTC PPD MOU (Nov 2021)

ORDINANCE NO.

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO AND THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES REGARDING THE NIBN NATIONAL CORRELATION AND TRAINING CENTER

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

SECTION 1.

The Memorandum of Understanding between the Bureau of Alcohol, Tobacco, Firearms and Explosives and the Pueblo Police Department regarding the NIBIN National Correlation and Training Center (the "NNCTC MOU"), a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute the NNCTC MOU in the name of the City, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the attached NNCTC MOU to effectuate the policies and procedures described therein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Memorandum of Understanding (MOU)
Between

The
Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)

And

The

Pueblo Police Department

Hereinafter referred to as NIBIN Partner Site (NPS)

I. PURPOSE

This serves as an agreement between ATF and NPS: Pueblo Police Department

This agreement allows for ATF to perform correlation review(s) for the NPS ballistic evidence which is entered into the NIBIN database. These correlation reviews will be conducted by ATF through the NIBIN National Correlation and Training Center (NNCTC) and will be disseminated back to the affected parties as documented in this MOU.

II. ROLES AND RESPONSIBILITIES OF ATF

The NNCTC, on the basis of a request for assistance by the appropriate ATF Field Division Special Agent in Charge (or their Designee), will perform correlation reviews on all ballistic evidence entered into NIBIN by the NPS and issue documentation of the NIBIN Leads or Negative results to all affected parties within 24-48 hours. The NNCTC will not perform correlation reviews on evidence entered or received by the NPS prior to the NNCTC start date that is scheduled at the time of onboarding.

The ATF Special Agent in Charge initiating the request will assign a field division liaison to act as an intermediary between the NNCTC and the NPS and ensure that the protocols established by this MOU as well as MROS are followed in order to establish effective processes for the utilization of NIBIN in the field.

The services of the NNCTC will be handled by highly trained IBIS technicians. In addition, all of the technician's work will be peer reviewed and finally reviewed by a senior firearms and tool mark examiner assigned to the NNCTC prior to dissemination to the field.

The NNCTC will review any results with a Unified Score over 1.2 for every case. This standard was established based upon research and discussion within the NIBIN community as well as published articles on the subject. If necessary and justified by the circumstances of a particular investigation, the NNCTC will increase this threshold as warranted. A site may request a more

exhaustive search of the database or an expedited correlation review/response (under 24 hours) when the NPS deem it absolutely necessary and mission critical; however, appropriate justifications for such service will be required along with follow up written documentation to the NNCTC. These types of requests should be rare based upon the success we achieve with correlations results from the Unified Scoring System over 1.2 and the standard 24-48 hours turnaround; therefore, the procedure for the NPS to request a more exhaustive search will be handled via telephonic communication with the NNCTC Firearms and Tool mark Examiner supervisor and followed up by an email documenting the justification for such request(s).

The NNCTC is authorized to provide accurate and timely documentation of the correlation reviews and negative results to the parties through a distribution list provided by the sponsoring ATF Field Division.

III. ROLES AND RESPONSIBILITIES OF THE NPS

The true performance metric of NIBIN is the successful prosecution of shooters. In order to best utilize the services of the NNCTC, the NPS agrees to establish policies and procedures that adhere to the four critical steps of an effective and sustainable NIBIN program:

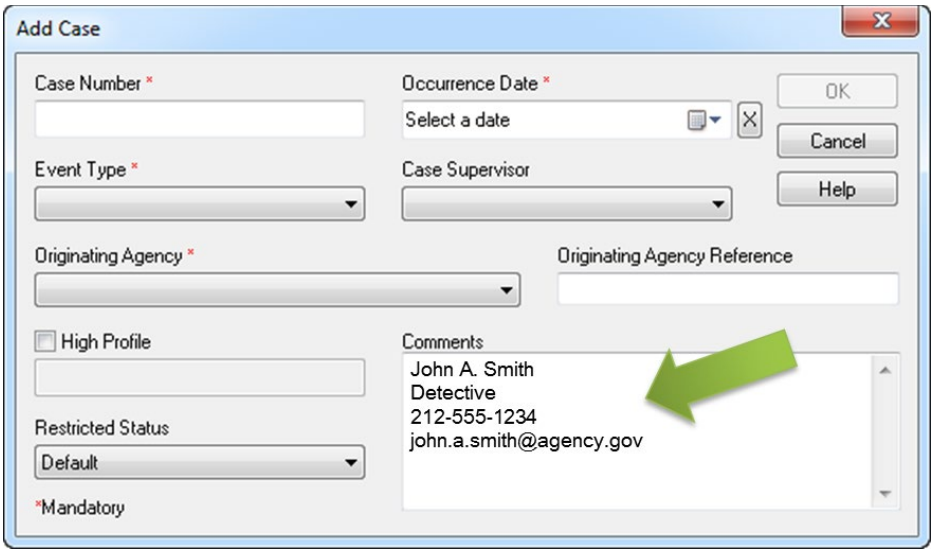
Comprehensive Collection: NPS must establish internal policies for the collection and submission of all evidence suitable for entry into NIBIN regardless of crime. Evidence includes cartridge cases recovered from crime scenes and test fires from seized or recovered crime guns.

Timely Turnaround: Since violent crime investigations can go "cold" very quickly the goal is to get the evidence into NIBIN as soon as possible after collection, then to provide any and all relevant NIBIN intelligence (NIBIN Leads/Negatives) back to the investigator within 24-48 hours.

Follow-Up: Investigators, intelligence personnel and prosecutors should pursue NIBIN Leads as appropriate. Follow-up contains three distinct but overlapping components: comprehensive crime gun intelligence, effective and thorough criminal investigation, and consistent prosecution.

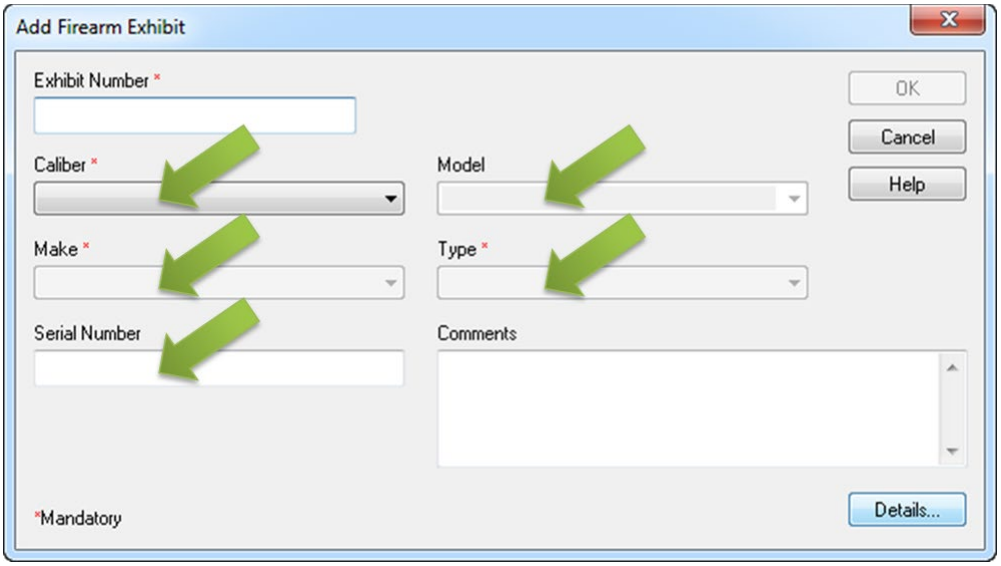
Feedback: Feedback is necessary for the sustained success of a NIBIN program and allows all involved to benefit from the process through ongoing evaluation and innovation. Feedback should be provided to all parties involved including patrol, investigative, lab, and intelligence personnel.

1. The NPS will enter the applicable investigator(s) contact information into the case comments section when entering evidence into IBIS. The contact information for said investigator should contain at a minimum: Name, Title, Telephone number and Email address in the format provided below. This will allow for the establishment of clear lines of communication between the NNCTC and the field investigators in order to best utilize the NIBIN Lead during the course of criminal investigations.



2. If the NPS conducts occasional or mission specific correlations reviews in lieu of utilizing the services of the NNCTC, the NPS will indicate this fact by changing the status of the corresponding IBIS correlation requests to "**Previously Viewed**" in order to prevent redundancy.

3. For every test fired cartridge case acquired into IBIS, the NPS will provide all applicable make; model; caliber; and serial number, by associating an IBIS firearm exhibit to the test fired cartridge case or bullet exhibit. The serial number should be documented exactly as it is inscribed on the firearm, NO special characters or titles (i.e. do not input "serial # 123AEG instead input 123AEG"). This will facilitate accurate and timely crime gun intelligence. Also, an effort should be made to enter any other available firearm information in the Firearm Exhibit Details section, such as recovery information and/or possessor.



IV. REPORTING REQUIREMENTS

On a quarterly basis the NPS will provide a report to the ATF Field Division liaison detailing whether or not any ATF issued NIBIN Lead(s) were later confirmed by a Firearm and Tool mark Examiner.

It is strongly recommended that the NPS forward any relevant NIBIN success stories to ATF. Doing so reaffirms the importance of NIBIN and assists with the advancement of the local and national NIBIN program(s). These success stories can be provided to the ATF Field Division Liaison or emailed directly to mailto:NNCTC-FOD@atf.gov

V. FUNDING AND ADMINISTRATIVE MATTERS

This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. This MOU is a basic statement of the understanding between parties of the matter described herein. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the language in this MOU in no way implies that funds will be made available for such expenditures.

VI. INFORMATION SHARING CONDITIONS

Both ATF and the NPS acknowledge their understanding that work performed under this MOU by the NNCTC is "LAW ENFORCEMENT SENSITIVE" and intended "FOR OFFICIAL LAW ENFORCEMENT USE ONLY." Failure to protect and safeguard such data from loss, misuse, or unauthorized access could adversely affect law enforcement operations, including those areas related to officer safety, as well as, the fair and equitable administration of justice, and the privacy of individuals. Information provided by the NCNTC shall be used for investigative purposes only.

No information produced pursuant to this MOU may be duplicated, reproduced, or disseminated without the express authorization of ATF and/or the NPS, except as may be required by State or Federal law or court of competent jurisdiction. The Parties agree that premature disclosure of NNCTC data can reasonably be expected to interfere with pending or prospective law enforcement proceedings. It is agreed that the law enforcement sensitive firearms information generated pursuant to this MOU shall not be disclosed to a third party without the consent of both Parties of this MOU, subject to Federal and any applicable non-conflicting State law. The Parties agree to notify all other Parties to the MOU prior to the release of any sensitive firearms information to a third party under State or Federal law.

Releases to the media or third parties, judicial demands, public announcements, Freedom of Information Act/Privacy Act/Open Records requests, and communications with Congress concerning information generated and retrieved pursuant to this MOU shall be addressed by the Parties following coordination by authorized representatives of each Party.

Over the course of the agreement, both parties may come across information that may identify U.S. persons whose information is protected by the Privacy Act of 1974 and/or Executive Order 12333 (or any successor executive order). All such information will be handled lawfully

pursuant to the provisions thereof.

VII. COMMENCEMENT OR EFFECTIVE DATE DETERMINATION

The terms of this MOU will become effective on the date on which it is signed by all parties. This MOU will remain valid until modified or rescinded by written mutual consent or terminated unilaterally after 30 days advanced written notice by any party via certified mail. Notice shall be made to the Chief, Firearms Operations Division of ATF, 99 New York Ave NE Room 6N. 555Washington DC 20226. This fully executed MOU is entered into by ATF and the NPS prior to the commencement of service by the NNCTC to facilitate a logical transition of correlation services from the NPS to the NNCTC. The onboarding date, determined by both the NNCTC and NPS, will be the date used by the NPS for acceptable entry and receiving dates of submissions to the NNCTC as indicated in Section II, Paragraph 1 of the MOU.

Signature Date	Signature Date
(Chief Law Enforcement or Public Safety Official)	(ATF - Special Agent in Charge)
	Chris Ashbridge
Name	Name
	Special Agent in Charge
Title	Title
Pueblo Police Department	Denver
NESS Partner Site	ATF Field Division

Signature Date

Name

Chief, Firearms Operations Division
Title

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 26, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO AND THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS, AND EXPLOSIVES REGARDING THE NATIONAL INTEGRATED BALLISTIC INFORMATION NETWORK

SUMMARY:

This Ordinance approves a Memorandum of Understanding (the "NIBIN MOU") with the United States Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), that will allow the Pueblo Police Department to receive and operate an ATF-loaned National Integrated Ballistic Information Network (NIBIN) unit for processing shell casings recovered as evidence in firearms-related crimes. The NIBIN MOU governs the deployment, operation, security, audit, and disclosure obligations associated with the NIBIN system itself.

A companion Ordinance approving a separate MOU with ATF's NIBIN National Correlation and Training Center is being presented for Pueblo City Council consideration at the same time. Each Ordinance stands on its own and may be approved or rejected independently, but both are necessary for the Pueblo Police Department to fully use the NIBIN program.

PREVIOUS COUNCIL ACTION:

Council has not previously acted regarding a NIBIN program or related ATF cooperative agreement with the Pueblo Police Department, based on available records.

BACKGROUND:

The NIBIN program is operated by ATF under the authority of 28 C.F.R. §§ 0.130 to 0.131 and the Gun Control Act of 1968, as amended, codified at Chapter 44 of Title 18 of the United States Code. NIBIN uses automated ballistic imaging technology to compare cartridge cases and bullets recovered from crime scenes against ballistic

evidence from other crimes nationwide, generating investigative leads that link firearms and shooters across cases and jurisdictions.

ATF has offered to deploy a NIBIN unit to the Pueblo Police Department on a loan basis. The unit remains the property of ATF and may be relocated to another agency at ATF's discretion. The NIBIN MOU sets the terms of the loan. ATF installs and maintains the equipment, ATF and the United States Department of Justice may audit operations, and the Pueblo Police Department designates a NIBIN Program Administrator and qualified users who pass criminal and fingerprint background checks.

Either party may terminate the NIBIN MOU on 30 days written notice. The MOU is not a funding document; specific actions taken under it are subject to the City's funding and administrative or legislative approvals.

The Pueblo Police Department Records Section will adopt an internal protocol flagging NIBIN material and requiring notification to ATF before any release in response to a Colorado Criminal Justice Records Act request, a subpoena, or a Brady or discovery obligation in a criminal prosecution. This protocol satisfies the NIBIN MOU's disclosure restriction while preserving the official custodian's discretion under C.R.S. § 24-72-305.

FINANCIAL IMPLICATIONS:

The NIBIN MOU is not a funding document. The MOU makes the City responsible for any physical construction required at the installation site, the cost of moving the equipment after initial installation, and the cost of repair or replacement if Pueblo Police Department personnel cause unauthorized damage or movement. The City must also conduct criminal and fingerprint background checks on Pueblo Police Department personnel designated as NIBIN users, at City cost.

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 enter into the NIBIN MOU and ATF will not deploy the NIBIN unit to the Pueblo Police Department. The Pueblo Police Department will continue to send ballistic evidence to other NIBIN-equipped agencies for processing, with the associated delay in investigative leads and the loss of timely intelligence on firearms-related crime in Pueblo.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. NIBIN PPD MOU (June 2022)

ORDINANCE NO.

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO AND THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS, AND EXPLOSIVES REGARDING THE NATIONAL INTEGRATED BALLISTIC INFORMATION NETWORK

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

SECTION 1.

The Memorandum of Understanding between the Bureau of Alcohol, Tobacco, Firearms and Explosives and the Pueblo Police Department regarding the National Integrated Ballistic Information Network (the "NIBIN MOU"), a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute the NIBIN MOU in the name of the City, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the attached NIBIN MOU to effectuate the policies and procedures described therein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

MEMORANDUM OF UNDERSTANDING

Between the Bureau of Alcohol, Tobacco, Firearms and Explosives and the
PUEBLO POLICE DEPARTMENT.
Regarding the National Integrated Ballistic Information Network

This Memorandum of Understanding (MOU) is entered into by the U.S. Department of Justice (DOJ), Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), and the PUEBLO POLICE DEPARTMENT, hereinafter collectively referred to as "the parties," and the PUEBLO POLICE DEPARTMENT, referred to as the "NIBIN Partner." This MOU establishes and defines a partnership between the parties that will result in an ATF National Integrated Ballistic Information Network (NIBIN) system installation, operation, and administration for the collection, timely analysis, and dissemination of crime gun data to enhance the efforts of law enforcement to integrate resources to reduce firearms violence, identify shooters, and refer them for prosecution.

AUTHORITY

This MOU is established pursuant to the authority of the participants to engage in activities related to the investigation and suppression of violent crimes involving firearms. ATF's authorities are set forth in Title 28, Code of Federal Regulations, sections 0.130-0.131, and include the power to investigate violations of the Gun Control Act of 1968 (as amended), Title 18, United States Code, Chapter 44.

BACKGROUND

The ATF NIBIN Program uses sophisticated technology to compare images of ballistic evidence. It is part of an integrated investigative approach to reduce firearms violence and improve crime gun intelligence. Through aggressive targeting, investigation, and prosecution of shooters and their sources of crime guns, Federal, State, tribal, and local law enforcement agencies work in concert to combat firearms-related violence.

SCOPE

Participation in this program is expressly restricted to the sharing of ballistic imaging of firearms data associated with crimes recovered by any law enforcement agency in the United States and international law enforcement partners who have entered into agreements with ATF to share ballistic data. ATF may work with our international law enforcement partners to search their networks in an effort to identify a crime gun in their database against a crime gun in ATF's NIBIN network.

NIBIN systems are to be used to image ballistic evidence and test fires of firearms illegally possessed, used in a crime, or suspected by law enforcement officials of having been used in a crime. Ballistics information and/or evidence from firearms taken into law enforcement custody through a gun buy-back program, property damage crimes involving firearms, found or abandoned firearms, and domestic disturbances are also permitted to be entered in the NIBIN system.

Any NIBIN unit, whether ATF-owned or site-purchased, will not be used to capture, share, or store ballistic images acquired at the point of manufacture, importation, or sale of a firearm, or images of law enforcement-issued firearms not associated with crimes. The NIBIN system does not store information related to firearms owners or registration.

APPLICABLE LAWS

The applicable statutes, regulations, directives, and procedures of the United States, DOJ, and ATF shall govern this MOU and all documents and actions pursuant to it. Nothing in this MOU will prevail over any Federal law, regulation, or other Federal rule recognized by ATF. Notwithstanding the foregoing, nothing in this agreement will be construed as a waiver of sovereign immunity in excess of or beyond that which is authorized by the law of the NIBIN Partner's jurisdiction. This MOU is not a funding document. All specific actions agreed to herein shall be subject to funding and administrative or legislative approvals.

MODIFICATIONS AND TERMINATIONS

This MOU shall not affect any pre-existing or independent relationships or obligations between the parties. If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

Except as provided herein, this MOU may be modified or amended only by written mutual agreement of the parties. Either party may terminate this MOU by providing written notice to the other party. The termination shall be effective upon the thirtieth calendar day following provision of notice, unless an alternative date is agreed upon.

If either party terminates this MOU, ATF will retain its interest in the electronically stored information contained in the database and any ATF-deployed NIBIN system. ATF agrees to provide to the NIBIN Partner an electronic copy of the data collected by the NIBIN Partner, subject to Federal law and regulation.

LIABILITY

The NIBIN Partner hereby agrees to assume full and sole liability for any damage, injury, or harm of any sort caused by the operation and use of any NIBIN system or related to the use and interpretation of any information contained in, processed by, or extracted from any database subject to this agreement and the protocols and procedures of the NIBIN Program, to the extent allowed by law.

The rights and obligations set out in this MOU run between the signatories. Nothing in this MOU is intended to create any substantive or procedural rights, privileges, or benefits enforceable in any administrative, civil, or criminal matter by any prospective or actual third-parties.

ATF-DEPLOYED SYSTEM INSTALLATION

The NIBIN Partner hereby agrees and acknowledges that all ATF-deployed NIBIN systems shall remain the property of ATF and the U.S. Government. ATF agrees to provide, install, and maintain all ATF-deployed NIBIN systems for use by the NIBIN Partner and any other law enforcement agencies served by or in partnership with the NIBIN Partner. Should the installation of the NIBIN system require physical construction at the site, the NIBIN Partner will be responsible for such construction and any associated costs. If a system is to be moved to allow additional access outside of a laboratory, ATF will work with the NIBIN Partner to ensure the appropriate protocols are put into place to ensure the integrity of crime gun evidence along with maximum use of the equipment.

ATF-DEPLOYED SYSTEM MAINTENANCE

ATF will maintain all ATF-deployed NIBIN systems furnished to the NIBIN Partner and repair or replace inoperable or outdated systems in an expeditious manner, subject to availability and funding. However, maintenance and repairs required as the result of unauthorized movement, alteration, damage, or destruction will not be assumed by ATF. At all times, the NIBIN Partner agrees not to make or cause to be made any repairs, alterations, movements, additions, improvements, or replacements to the NIBIN systems not expressly authorized in writing by ATF in advance, and further agrees to exercise due care in every respect to prevent system movement, damage, destruction, or misuse.

ATF-DEPLOYED SYSTEM USAGE

Because the NIBIN Program focuses on the reduction of firearms-related violent crimes, the NIBIN Partner shall enter all eligible ballistic evidence recovered from crime scenes as soon as possible. In addition, the NIBIN Partner shall enter into NIBIN test-fire cartridge cases from eligible firearms taken into law enforcement custody in a timely manner. All NIBIN Partner-owned NIBIN equipment will be held to same standards as ATF-deployed systems. NIBIN Partners may not charge other law enforcement agencies for the entry of evidence into ATF-owned or ATF-maintained automated ballistics technology used in the NIBIN Program.

ATF-DEPLOYED SYSTEM REMOVAL

ATF retains the right to remove a NIBIN system upon: (1) a determination that the equipment is neglected or misused; (2) a determination that the equipment is not used effectively to combat violent crime; (3) failure to comply with any obligations or requirements set forth in this MOU; (4) receipt of written notification of the termination of the participation of the NIBIN Partner in the NIBIN Program; (5) the cancellation of this MOU by ATF; or (6) termination of the NIBIN Program by ATF.

If ATF intends to remove a NIBIN system from the NIBIN Partner, ATF will provide written notice.

SELF-PURCHASED SYSTEMS

All clauses that reference ATF-Deployed Systems are not applicable to agencies that self-purchase equipment. However, all other requirements involving network requirements, usage, Minimum Required Operating Standards (MROS), movement of equipment, network requirements and security requirements do apply to all agencies on the NIBIN network. These requirements ensure the integrity of the database and the network security.

SYSTEM MOVEMENT

If the NIBIN Partner seeks to move its NIBIN system, it must submit a written request to ATF. ATF's decision regarding the proposed move will be provided to the NIBIN Partner in writing. Any movement of the NIBIN system after the initial installation will occur at the expense of the NIBIN Partner and only after receipt of authorization by, and coordination with, FTI. In order to realize maximum use of the equipment, it should be placed where trained personnel can expeditiously enter evidence. ATF will work with each partner to realize optimal placement of equipment to obtain actionable investigative leads.

In the event of a natural disaster, ATF will work with the NIBIN Partner to safeguard the NIBIN equipment.

Due to communication line installation/move requirements, NIBIN Partners must provide a minimum of 120 calendar days' advance notice to ATF and the NIBIN system manufacturer before the intended move of a NIBIN system.

In the event of unauthorized movement, alteration, damage, or destruction of any NIBIN system caused by its employees, contractors, or any other person under its control, the NIBIN Partner agrees to assume the cost of replacement or repairs of the equipment.

The NIBIN Partner agrees to report to ATF, within 5 calendar days, any incident involving the following: an unauthorized movement, alteration, damage, or destruction of ATF-deployed NIBIN systems, any unauthorized use of NIBIN systems or the unauthorized release of data related to the NIBIN Program.

COMMUNICATION LINES

ATF will provide and support primary communication lines necessary for connecting NIBIN systems to the NIBIN network.

SECURITY

The NIBIN Partner will comply with all ATF, DOJ and/or other Federal security requirements related to the NIBIN program, network, and systems to ensure the integrity of the program. These requirements are set forth under NIBIN security policies. ATF

will promptly notify the NIBIN Partner should these requirements change. All NIBIN sites will not knowingly allow a person to access the NIBIN network using another person's user ID and password.

The NIBIN Partner agrees to conduct criminal background checks, including fingerprint checks, of all NIBIN users. Upon successful completion of these background checks, the NIBIN Partner will notify ATF's NIBIN Branch in writing.

SYSTEM USAGE AND MINIMUM REQUIRED OPERATING STANDARDS

To ensure the consistency, integrity, and success of NIBIN, ATF has enacted Minimum Required Operating Standards (MROS). The MROS, listed below, are rooted in ATF's "Four Critical Steps for a Successful NIBIN Program" – comprehensive collection, timeliness, investigative follow-up, and feedback. They identify the practices that best allow NIBIN to provide comprehensive and timely crime gun intelligence.

1. Enter all fired or test fired cartridge cases from serviced law enforcement agencies and/or departments through a NIBIN acquisition machine within 2 business days of receipt.

2. Enter accurately all required information during the acquisition process on the NIBIN acquisition machine.

3. Correlate and conduct a secondary review of any potential NIBIN leads through an approved NIBIN correlation machine within 2 business days.

4. Disseminate NIBIN leads within 24 hours.

5. Designate and maintain a NIBIN program administrator.

6. No policy shall inhibit or restrict NIBIN submissions by serviced law enforcement agencies and/or departments.

7. Operate with only qualified NIBIN users.

Please note that Standards 3 and 4 are not applicable to NIBIN sites using the NIBIN National Correlation and Training Center for correlation reviews of ballistic images.

As a NIBIN partner, the PUEBLO POLICE DEPARTMENT is striving to meet the MROS by developing and implementing changes in their operations and working toward compliance. Each NIBIN site must be in compliance with MROS or working towards compliance to the satisfaction of the Crime Gun Intelligence Governing Board.

AUDITS

ATF and the NIBIN Partner acknowledge their understanding that the operations described in this MOU are subject to audit by ATF, DOJ, the DOJ Office of the Inspector

General, the General Accountability Office, and other auditors designated by the U.S. Government regardless of the funding source for the system (NIBIN Partner or ATF). Such audits may include reviews of all records, performance measurements, documents, reports, accounts, invoices, receipts, or other evidence of expenditures related to this MOU and the NIBIN Program.

Notwithstanding, ATF will conduct audits of all NIBIN Partners and their sites once every two years for the remainder of the MOU. The purpose of the audits is to review and verify compliance with the required MROS. Each site must be in full compliance with the MROS in order to maintain access to NIBIN.

Further, the NIBIN Partner agrees to allow auditors to conduct one or more in-person interview(s) of any and all personnel the auditors determine may have knowledge relevant to transactions performed or other matters involving this MOU and the NIBIN Program.

The NIBIN Partner hereby acknowledges its understanding that, for accounting purposes, that the principles and standards for determining costs shall be governed by the policies set forth in the Office of Management and Budget Circular A-87, revised (available via the OMB, the Superintendent of Documents at the U.S. Government Printing Office, or via the Internet at http://www.whitehouse.gov/omb/circulars/a087/a087-all.html.)

PERSONNEL AND TRAINING

Prior to the execution of this MOU and a NIBIN system installation, the NIBIN Partner must employ, or have access to, a technical person capable of performing forensic microscopic comparison of bullet and cartridge evidence.

The NIBIN Partner agrees to provide and maintain sufficient personnel to operate the NIBIN system and agrees to allow use of the equipment by ATF personnel or our representatives to support the program at the host location. All personnel accessing NIBIN must be a Qualified NIBIN User as required by the MROS. This MOU should not be construed to require the hiring of any new personnel, except at the discretion of the NIBIN Partner. If the NIBIN Partner determines that additional personnel resources are required, all costs associated with this hiring will be borne by the NIBIN Partner. All users of the equipment must satisfy the same requirements as other NIBIN users and be properly trained, qualified and approved in advance by ATF.

Following basic entry training, ATF will verify trainee competency before authorizing network access. Individuals trained internally by a NIBIN Partner will not be certified as appropriately trained until they successfully pass a competency test administered by ATF.

The NIBIN Partner may provide access to the NIBIN system under its operational control to another law enforcement agency. Any such other law enforcement agency agrees to the same restrictions placed upon the NIBIN Partner by this MOU. However, the NIBIN Partner agrees to assume full liability and responsibility for the administration of such access.

Access to the NIBIN system will be under the management and control of the NIBIN Partner. The NIBIN Partner will ensure that only trained, cleared and qualified personnel have access to the NIBIN system.

Participating agencies will develop the appropriate standard operating procedures to ensure all eligible ballistic evidence will be submitted for NIBIN.

COORDINATION

ATF and the NIBIN Partner agree to adhere to standardized procedures and policies for collecting, handling, documenting, transporting and preserving firearms, bullets, casings and any similar evidence submitted for analysis and input into NIBIN.

ATF and the NIBIN Partner similarly agree to adhere to standardized procedures and policies for the source data collection, input, exchange and protection of information, to include information as to the location where ballistic evidence was collected, the circumstances under which it was collected and all crimes to which the firearm(s) or other ballistic evidence is linked.

ATF and the NIBIN Partner agree to cooperate in the development and implementation of data entry protocols and quality assurance procedures for the NIBIN Program. ATF further agrees to cooperate with all participants in the NIBIN Program to establish model standards, protocols, and procedures for the users of the network. Such protocols will be applicable as they are implemented.

The NIBIN Partner will require all participating law enforcement agencies to adhere to the protocols, procedures, policies and quality assurance standards as established above.

Except as expressly prohibited by law, the NIBIN Partner agrees to provide ATF with access to all information, reports and any other relevant information regarding crimes related to evidence entered into the system as well as monthly reports outlining historical, statistical and case adjudication information on the use and results of the use of the NIBIN Program and/or system and the related services provided by ATF and the system manufacturer in order to ensure the capturing of required performance management information. Such information will be gathered for the purpose of informing the law enforcement community, other Government agencies, Congress and the public on NIBIN results. Additionally, ATF will collect information for results-oriented performance measures.

PUBLICITY

Any NIBIN Partner who becomes aware of, or participates in, publicity related to the NIBIN system and investigations within their jurisdiction should advise ATF of same within 48 hours.

DISCLOSURE OF INFORMATION RELATED TO NIBIN

NIBIN system information may be shared with other law enforcement and prosecutors' offices in furtherance of criminal investigations and prosecutions. The NIBIN Partner shall not share any NIBIN system information for other purposes, including requests under the Freedom of Information Act, without express, written authorization from ATF.

INCORPORATION OF APPENDIX

The Appendix to this MOU includes definitions of terms used and is fully incorporated herein. Because requirements may change over time, due to technological advances, security enhancements, or budgetary matters, the Appendix may be updated.

AGREEMENT

ATF and the NIBIN Partner hereby agree to abide by the terms and conditions of this MOU, including any appendices, and all policies of the NIBIN Program. The terms and conditions of this MOU will be considered accepted in their entirety upon the signature by the ATF Special Agent in Charge and the NIBIN Partner signature.

_____ _____
Name of Chief Law Enforcement/Public Safety Official Date
Name of Agency
Street address
City, State, Zip Code

_____ _____
Name of SAC Date
Special Agent in Charge, _____Field Division
Bureau of Alcohol, Tobacco, Firearms and Explosives

_____ _____
Chief, Firearms Operations Division Date
Bureau of Alcohol, Tobacco, Firearms and Explosives

APPENDIX

TERMS

Acquisition - An entry of a ballistic image.

ATF – Bureau of Alcohol, Tobacco, Firearms and Explosives, a principal law enforcement agency within the U.S. Department of Justice.

Bullets – Designated calibers of projectiles fired from rifles, revolvers, and pistols.

Cartridge cases – Designated metal casings from cartridges fired from rifles, shotguns, revolvers, and ejected from pistols.

Correlation – Automated data comparison of signature images to a database.

Crime Gun – Any firearm that is illegally possessed, used in a crime, or suspected by law enforcement officials of having been used in a crime or act of terrorism.

Found or Abandoned Firearms – Firearms that come into the custody of law enforcement outside of investigative or judicial process. A found firearm is located by law enforcement or a non-owner and the owner-possessor is not readily identifiable (e.g., a firearm found in an open field). An abandoned firearm may be a found firearm or a firearm where the possessor chooses to permanently relinquish control of the firearm and abandon any rights of ownership. ATF suggests that NIBIN Partners provide written notice to those persons permanently abandoning or temporarily relinquishing custody of a firearm that the firearm will be test fired and the results entered into the NIBIN System.

NIBIN Network – An ATF-designed and maintained system of interconnected computer systems and terminals used in support of the NIBIN Program.

NIBIN Program – The integration of aggressive targeting, investigation, and prosecution of shooters and their sources of crime guns using automated ballistics technology.

NIBIN Program Administrator – An individual the NIBIN site has designated to communicate with all parties (e.g., submitting law enforcement agencies, ATF Crime Gun Intelligence Centers) involved in the NIBIN process. The NIBIN Program Administrator must be a qualified NIBIN user and full-time employee of the NIBIN site. The NIBIN Program Administrator should be responsible for implementing and directing policies and procedures of the NIBIN site.

NIBIN System – Refers to the integrated ballistic imaging, analysis, and information processing system for use with automated ballistics technology.

Performance Measurements – Various management instruments used to evaluate program effectiveness in successfully removing shooters and their crime gun sources. Performance measurements also include the NIBIN Minimum Required Operating Standards and related audits.

Potential Candidate for Confirmation – Two bullets or cartridges cases displaying sufficient similarity during a correlation review such that the items should be compared using traditional comparative microscopy by a trained firearm examiner to determine if they can be associated to the same firearm.

Qualified NIBIN User – technician and/or firearms examiner trained by ATF, Forensic Technology, and/or a NIBIN Authorized Trainer program to perform acquisition and/or correlation reviews of ballistic images on the NIBIN network.

Security Requirements – Types and levels of physical and cyber protection necessary for equipment, data, information, applications, and facilities to meet security policies and standards.

Security Policies – The set of laws, rules, directives, and practices that regulate how an organization manages, protects and distributes controlled information.

Timely – Occurring at a suitable time and without unnecessary delay. Some NIBIN submissions require a response within 48 hours to be considered timely.

Volunteer – An individual who has chosen to perform services without charge or payment and has entered into a written agreement with a NIBIN Partner addressing issues of confidentiality, costs, and waiver of all claims against the Federal government.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 26, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Danny Nunn, Director of Finance
Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING THE CONTRIBUTION OF $215,000 IN SUPPORT OF THE FALLEN OFFICER MEMORIAL, ESTABLISHING PROJECT CI2615 - FALLEN OFFICER MEMORIAL, TRANSFERRING $150,000 FROM PUEBLO POLICE DEPARTMENT WAGES/POLICE SERVICE ACCOUNT 10120502-51030 TO PROJECT CI2615, AND TRANSFERRING FUNDS IN THE AMOUNT OF $65,000 FROM PROJECT ACCOUNT CI2113 - ARPA INTEREST TO PROJECT CI2615.

SUMMARY:

This Ordinance establishes Project CI2615 – Fallen Officer Memorial within the City's Capital Improvement Fund and provides funding for the City's contribution to the Pueblo Fallen Peace Officer Memorial Foundation, the nonprofit entity responsible for constructing the Fallen Officer Memorial at the Historic Arkansas Riverwalk of Pueblo.

PREVIOUS COUNCIL ACTION:

The City has previously participated in capital projects leveraging ARPA interest and departmental salary savings transfers.

BACKGROUND:

The Fallen Officer Memorial is a community-supported initiative honoring law enforcement officers who have lost their lives in the line of duty. The total project cost is estimated at approximately $390,000. To date, community fundraising efforts have generated roughly $120,000 toward this goal. Additional contributions are anticipated from partnering agencies in support of the project.

To support the timely advancement of the project, the City's contribution will be sourced from available salary savings within the Pueblo Police Department and from ARPA interest revenue already allocated within the Capital Improvement Fund under Project CI2113. Establishing Project CI2615 will allow the City to consolidate funding for

budgeting and financial tracking of the Memorial project.

FINANCIAL IMPLICATIONS:

This Ordinance transfers:

• $150,000 from the Pueblo Police Department Wages/Police Service Account 10120502-51030 to Project CI2615;

and

• $65,000 from Project CI2113 – ARPA Interest to Project CI2615.

No additional Fund appropriations are required. All transfers are from existing, available balances.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council may choose not to authorize the establishment of the project or not to approve the proposed funding transfers. This would delay or prevent the City's participation in the Fallen Officer Memorial project.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE APPROVING THE CONTRIBUTION OF $215,000 IN SUPPORT OF THE FALLEN OFFICER MEMORIAL, ESTABLISHING PROJECT CI2615 - FALLEN OFFICER MEMORIAL, TRANSFERRING $150,000 FROM PUEBLO POLICE DEPARTMENT WAGES/POLICE SERVICE ACCOUNT 10120502-51030 TO PROJECT CI2615, AND TRANSFERRING FUNDS IN THE AMOUNT OF $65,000 FROM PROJECT ACCOUNT CI2113 - ARPA INTEREST TO PROJECT CI2615.

WHEREAS, the City of Pueblo supports the construction of the Fallen Officer Memorial on the Historic Arkansas Riverwalk of Pueblo; and

WHEREAS, the total estimated project cost is approximately $390,000, including roughly $120,000 raised through private fundraising; and

WHEREAS, the City intends to contribute funds to the Pueblo Fallen Peace Officer Memorial Foundation by utilizing available American Rescue Plan Act (ARPA) interest revenue from Project CI2113 and salary savings within the Pueblo Police Department; and

WHEREAS, sufficient funds exist in the Pueblo Police Department Wages/Police Service Account and in Project CI2113 – ARPA Interest to support transfers totaling $215,000 for the establishment of Project CI2615 – Fallen Officer Memorial; NOW, THEREFORE,

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

SECTION 1.

Project CI2615 – Fallen Officer Memorial is hereby established in the Capital Improvement Fund for the purpose of supporting the construction of the Fallen Officer Memorial through a contribution to the Pueblo Fallen Peace Officer Memorial Foundation.

SECTION 2.

The City’s 2026 Budget is hereby amended by transferring One Hundred Fifty Thousand Dollars ($150,000) from the Pueblo Police Department Wages/Police Service Account 10120502-51030 into Project CI2615.

SECTION 3.

The City’s 2026 Budget is further amended by transferring Sixty-Five Thousand Dollars ($65,000) from Project CI2113 – ARPA Interest into Project CI2615.

SECTION 4.

The officers and staff of the City are authorized to disburse project funds from Project CI2615 to the Pueblo Fallen Peace Officer Memorial Foundation for costs associated with the

construction of the Fallen Officer Memorial, and to execute any documents necessary to effectuate such contribution.

SECTION 5.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance to implement the transfers and Project CI2615 as described herein.

SECTION 6.

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

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

Docusign Envelope ID: 91F82E83-951C-81CD-836C-819D713648D7

City Clerk's Office Item # Q1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 26, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Kurt Patrick, Director of Stormwater

SUBJECT: A RESOLUTION APPROVING AMENDMENT NO. 3 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $719,230.00 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND RESPEC COMPANY, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY, FOR PROJECT NO. 24-098 STATE FAIR AND BESSEMER NEIGHBORHOOD DRAINAGE IMPROVEMENTS DESIGN AND ANALYSIS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

SUMMARY:

This Resolution approves Contract Amendment No. 3 to the Agreement for Professional Engineering Services awarded to RESPEC Company, LLC, in the amount of $719,230.00 for Project No. 24-098 State Fair and Bessemer Neighborhood Drainage Improvements Design and Analysis.

PREVIOUS COUNCIL ACTION:

Resolution 15779, dated October 15, 2024, awarded an agreement for Professional Engineering Services in the amount of $262,925.00 to RESPEC Company, LLC for the design and analysis of drainage improvements to the State Fair and Bessemer Neighborhood.

Resolution 15853, dated December 23, 2024, approved amendment No. 1 to the Agreement for Professional Engineering Services in the amount of $85,466.00 to RESPEC Company, LLC for the design and analysis of drainage improvements to the State Fair and Bessemer Neighborhood.

Docusign Envelope ID: 91F82E83-951C-81CD-836C-819D713648D7

BACKGROUND:

Upon completion of the initial phases of the Master Drainage Study for the State Fair and Bessemer Neighborhood, the City, with the recommendation of our Consultant, has identified the "Summit Avenue Realignment" concept as the most feasible project to move along to final design. Phase 3 of the study was presented to Council at the May 4, 2026, City Council Work Session. This included a brief background on the project and the three chosen concepts for the neighborhoods. This final design will include upsizing existing storm sewer pipes along Summit Avenue, separating the Summit and Carteret basins into independent storm sewer systems, designing a new storm sewer system along Lake Avenue, designing a water quality pond at Henkel Park, and designing a new outfall to the Arkansas River. The proposed contract amendment provides funding to advance the existing conceptual design to final design, including construction drawings and specifications.

FINANCIAL IMPLICATIONS:

Funding in the amount of $719,230.00 will be paid from SW2003 – Replacement – Summit St PH 1.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

Denial of this Resolution will result in the cancellation of moving to final design for the Summit Avenue Realignment concept.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-098 RESPEC Amendment No 3

Docusign Envelope ID: 91F82E83-951C-81CD-836C-819D713648D7

RESOLUTION NO. 16333

A RESOLUTION APPROVING AMENDMENT NO. 3 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $719,230.00 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND RESPEC COMPANY, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY, FOR PROJECT NO. 24-098 STATE FAIR AND BESSEMER NEIGHBORHOOD DRAINAGE IMPROVEMENTS DESIGN AND ANALYSIS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

WHEREAS, an Agreement for Professional Engineering Services was awarded to RESPEC Company, LLC, for Project No. 24-098 State Fair and Bessemer Neighborhood Drainage Improvements Design and Analysis, on October 25, 2024, AND,

WHEREAS, the City of Pueblo and RESPEC Company, LLC, desire to modify the Agreement for the additional service; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Amendment No. 3 to the Agreement for Professional Engineering Services for Project No. 24-098 State Fair and Bessemer Neighborhood Drainage Improvements Design and Analysis, by and between the City of Pueblo and RESPEC Company, LLC, 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 to be performed in the amount of $719,230.00.

SECTION 2.

Funds for said Amendment shall be paid from Project Account SW2003 – Replacement – Summit Street PH 1.

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: 91F82E83-951C-81CD-836C-819D713648D7

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 26, 2026

BY: Roger Gomez
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AF8727B149A...
CITY CLERK

AMENDMENT NO. 3 TO THE PROFESSIONAL CONSULTING SERVICES AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND RESPEC COMPANY, LLC

1. INTRODUCTION

This Amendment No. 3 to the Agreement for Professional Consulting Services ("Amendment") is executed to be effective as of the _____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation ("City") and RESPEC Company, LLC, a South Dakota Limited Liability Company registered to do business in Colorado ("Consultant"). City and Consultant are sometimes referred to herein as a "Party" and collectively, as the "Parties."

2. PROJECT STATEMENT

WITNESSETH THAT:

WHEREAS, City and Consultant entered into that certain Professional Consulting Services Agreement dated October 25, 2024 for Bid 24-098, State Fair and Bessemer neighborhood Drainage Improvements Design and Analysis (the "Agreement") and Amendment No. 1 dated December 27, 2024, and Amendment No. 2 dated January 13, 2025;

WHEREAS, City and Consultant desire to amend the Agreement pursuant to the provisions set forth herein;

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

3. AGREEMENT

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

   1. Consultant shall provide hydrologic and hydraulic analysis, planning, design, engineering, and related consulting services as identified in Attachment A.

   2. Attachment A to this Amendment No. 3 shall be additional work as agreed upon by Consultant and City, and Consultant shall complete the work items as generally described in said Attachment A in accordance with the terms of the Agreement and any and all prior amendments thereto.

B. With respect to services provided under the Amendment No. 3, the fee schedule attached as Attachment B to this Amendment No. 3 shall apply to compensation payable to Consultant. The aggregate compensation payable to the Consultant for performance of the

additional services authorized by this Amendment No. 3 shall not exceed the maximum amount of $719,230.00 as set forth in the Attachment B and notwithstanding whether the service is billed as Time and Material.

1. The compensation payable to the Consultant by this Amendment No. 3 shall be billed at the amounts set forth in the Attachment B.
2. City must respond in writing with written approval prior to Consultant beginning work.

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

D. Consultant represents that Consultant has selected and intends to employ or assign the key personnel and consultants identified in Attachment D "Identification of Personnel, Subcontractors, and Task Responsibility", attached hereto for the Project assignments and areas of responsibility stated therein.

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

F. Except as expressly modified by this Amendment No. 3, the Agreement shall remain in full force and effect. Except as modified by this Amendment No.3, any obligations to be performed under the 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 Agreement as it existed prior to this Amendment No. 3.

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

(Continue to following page for signature section.)

4. SIGNATURE SECTION

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Director of Purchasing

Attest_____
Clyde Bishop, City Clerk

[SEAL]

RESPEC COMPANY, LLC

By_____
Alan Leak, PE, Principal-In-Charge

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: Attachments A - D and Additional Information for Amendment

Attachment A

Scope of Service

Part 1: Excerpt from Request For Proposal (RFP) 24-098-3 issued April 14, 2026, Section 3, and Attachments B - C
Part 2: Excerpt from Consultant Proposal in response to RFP submitted May 6, 2026, Pages 3 - 7
Part 3: For Reference Only - Excerpt from Subconsultant Proposal to Consultant in response to RFP submitted by Consultant May 6, 2026, Appendix C

3. CONSULTANT SCOPE OF SERVICE & PROJECT REQUIREMENTS

3.1. Objective

A. This project shall include hydrologic and hydraulic analysis, planning, design, engineering, and related consulting services for the City to complete the project as outlined in the Scope of Service.

B. 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.

C. All drawings, reports, designs, plans, specifications, etc. shall follow City's format. Designs shall comply with the most current versions of the following documents. These documents are included by reference in the specifications for this RFP and any future agreement(s). The Consultant is responsible for downloading and/or obtaining copies of all listed documents.

1. City of Pueblo Standard Construction Specifications and Standard Details
2. Roadway Classification Design Standards and Policies, Pueblo, Colorado
3. Pavement Design Criteria for City of Pueblo, Colorado
4. City of Pueblo Drainage Criteria Manual
5. Manual on Uniform Traffic Control Devices (MUTCD)
6. Public Right-of-Way Accessibility Guidelines (PROWAG)

3.2. Minimum Qualifications

A. Consultants responding to this request must demonstrate prime personnel, subconsultants, subcontractors, and team members qualified to perform the services detailed in this RFP.

B. All professionals, if required by the State of Colorado to perform their services, must show proof of licensing.

C. Additionally, Consultants shall be knowledgeable in the regulations and requirements of the Department of Stormwater with respect to the services and work contemplated by this agreement. Consultant(s) shall perform such services and work in compliance with each project.

3.3. Preliminary Design Phase

A. Hold a kick-off meeting with appropriate City staff to discuss project approach and design criteria.

B. Perform fieldwork (inspection, surveying, etc.) as required to provide the complete design.

1. Survey shall generally include topographic surveys, mapping and CAD services, and survey control. Survey control may be required to be transformed to additional coordinate systems for the use and information of City of Pueblo.

C. Review existing floodplain information and drainage patterns. Stormwater design criteria, standards and details shall meet the requirements of the City of Pueblo Drainage Criteria Manual and City of Pueblo Standard Construction Specifications and Standard Details (refer to Section 3.1 above).

D. Prepare and submit preliminary design plans (considered as 60% complete relative to final design) that adequately represent the design intent provided by the City of Pueblo.

E. Prepare and submit a preliminary drainage report following City of Pueblo Drainage Criteria Manual, April 2023.

F. Prepare and submit a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of the Project. At a minimum the following permits will be required:

1. Floodplain Development Permit
2. 404 Permit
3. Excavation Permit

G. Prepare and submit to the City a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, compensation for damages and finance costs, if any.

H. Provide coordination with all applicable agencies as required (City Departments, adjacent property owners, utility companies, etc.).

I. Allow a minimum two (2) full weeks for City staff review.

J. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to the City for City's use.

K. Coordinate a Field Inspection Review (FIR) meeting with the City staff to review the design plan comments.

L. Incorporate review and FIR comments into documents after the FIR Meeting.

3.4. Final Design Phase

A. Perform final engineering, site design and drainage calculations in order to prepare and submit final design plans (considered as 90% complete relative to final design). Consultant shall include plans including but not limited to, title sheet, general notes, demo plan, plan and profiles, sections, grading plan, drainage plan including all pond details, details, stormwater management

plan (including phases initial, interim, & final), landscape plan, and related work (including all incidentals).

B. Prepare and submit the final drainage report following City of Pueblo Drainage Criteria Manual, April 2023 (refer to Section 3.1 above).

C. Make reasonable revisions to the Drawings, Specifications, & Drainage report requested by City, informing the City of any change in probable construction costs as a result of such revisions.

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

E. Based upon Consultant's customary and usual professional judgment, prepare and submit to City a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, damages, and finance costs, if any.

F. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City.

G. Allow a minimum two (2) full weeks for City staff review.

H. Coordinate a 90% Final Office Review (FOR) meeting with the City staff to review the design plan comments.

I. Incorporate review and FOR comments into documents after the FOR Meeting.

3.5. Subsurface Utility Engineering (SUE) Phase

A. General

1. The Consultant shall provide Subsurface Utility Engineering (SUE) services in support of the City of Pueblo's Stormwater Design Project. All work shall conform to the standards and procedures of the City of Pueblo, ASCE/UESI/CI 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities," and all applicable federal, state, and local regulations. The intent of this phase is to obtain reliable underground utility information to support the City's FIR (Field Inspection Review) and FOR (Final Office Review) design submittals.

2. The Consultant shall be responsible for all labor, equipment, materials, permits, traffic control, notifications, utility coordination, field services, and documentation necessary to complete the work described herein.

B. Project Coordination

1. The Consultant shall coordinate all work with the City of Pueblo Stormwater Department (the "City") and with all known affected utility owners including, but not limited to: Black Hills Energy, Xcel Energy, City of Pueblo Water, City of Pueblo Wastewater, CDOT (if applicable), telecommunications providers, and fiber providers.

2. The Consultant shall provide regular communication regarding schedule, field activities, and any conflicts or access issues.

3. The Consultant shall comply with Colorado 811 requirements for all investigative activities.

C. Permitting, Access, and Traffic Control

1. The Consultant shall obtain all necessary right-of-entry, encroachment, lane closure, and traffic control approvals required for SUE activities.

2. Traffic control shall conform to City of Pueblo requirements and the latest edition of the MUTCD.

3. Any work within CDOT right-of-way shall comply with CDOT permitting and traffic control requirements.

D. SUE Quality Level D (QL-D) - Records Research

1. The Consultant shall:

a. Obtain and review all available records from utility owners, City departments, and public archives.

b. Prepare a preliminary Utility Records Summary identifying known and suspected utilities within the project limits.

c. Identify data gaps and inconsistencies requiring field verification.

E. SUE Quality Level C (QL-C) - Surface Feature Survey

1. The Consultant shall:

a. Identify and survey visible utility features such as manholes, valves, pedestals, hydrants, pull boxes, meters, and cabinets.

b. Correlate surveyed features with existing records to refine likely utility alignments.

c. Tie all survey data to City-approved horizontal and vertical control.

F. SUE Quality Level B (QL-B) - Surface Geophysical Designating

1. The Consultant shall:

a. Designate underground utilities using appropriate surface geophysical methods (e.g., electromagnetic locating, GPR, RF tracing, and other techniques as needed).

b. Mark designated utilities on the ground and survey their horizontal positions.

c. Identify areas where designating is not feasible due to field limitations, paving thickness, surface obstructions, or electromagnetic interference, and notify the City.

d. SUE Quality Level B information must be fully incorporated into the FIR design submittal.

G. Post FIR Task - Pothole Plan

1. After FIR review:

a. The Consultant shall meet with the City to review all identified potential utility conflicts.

b. The Consultant shall develop a recommended list of pothole locations where Quality Level A information is needed.

c. The Consultant shall prepare and submit a detailed Pothole Plan including location maps, justification, anticipated depths, traffic control requirements, and restoration notes.

H. Additional Work - SUE Quality Level A (To Be Determined)

1. If the additional services for potholing Quality Level A is approved by the City, the Consultant shall submit a grand total cost proposal to perform all Quality Level A activities at the approved locations.

a. The Consultant cost proposal shall not exceed the "cost per hole" quoted on the Pricing Proposal Table 3; however, may be lowered based on the quantity of holes, amount of work to be performed, the needs of the project, etc. as may be mutually agreed upon by Consultant and City.

b. If approved, this Additional Work shall be added by Amendment.

c. No Quality Level A work shall proceed until specifically authorized in writing by the City of Pueblo.

2. If the Additional Work - SUE Quality Level A is awarded to Consultant, Consultant shall perform test hole (potholing) investigations to obtain Quality Level A data. QL-A data must be incorporated into the FOR submittal.

a. The Consultant shall:

i. Perform vacuum excavation to expose utilities at approved locations.

ii. Determine precise horizontal and vertical positions, including top of pipe, bottom of pipe, and invert as applicable.

iii. Identify utility type, size, material, and configuration.

iv. Protect and support utilities as required during exposure.

v. Restore pavement, sidewalks, landscaping, and any disturbed surfaces in accordance with City of Pueblo standards.

b. The Consultant shall provide the following SUE Quality Leve A Deliverables required for FOR submittal:

i. Updated Utility Base Map with all QL-A information incorporated.

ii. Test Hole Data Sheets for each pothole including measurements, photos, material identification, and restoration notes.

iii. Revised Utility Conflict Matrix confirming conflict resolution or noting required design modifications.

iv. Final SUE Report summarizing all Quality Levels performed (D, C, B, and A) and any remaining uncertainty.

I. FOR submittal:

1. The Consultant shall provide complete Quality Level B mapping for the project area and Quality Level A data for all City-approved conflict locations.

2. The resulting utility information shall be sufficiently accurate and reliable to support final stormwater design, reduce construction conflicts, and support accurate bidding and construction phase utility coordination.

3.6. Preparation of Contract Documents

A. Provide stamped Contract Documents (drawings, drainage report, specifications, bid tabulation, etc.) for bidding the project in accordance with the requirements of the Director of Stormwater and the City's procurement process.

B. Digital project files shall be provided in both PDF and native formats (AutoCAD, Word, Excel, etc.) prior to release of final payment.

C. Provide final cost estimate and bid tabulation in Microsoft Excel format.

3.7. Bidding Phase

A. The City will develop bidding materials including the Invitation to Bid documents, instructions to bidders, other necessary forms, and supplements required by the City as necessary to ensure that prospective bidders are fully informed regarding the construction and materials requirements.

B. Consultant will:

1. Assist City departments with any necessary meetings, addenda, etc.

2. Participate in a pre-bid conference and walkthrough on site with construction bidders and the City of Pueblo to discuss project requirements.

3. Interpret and clarify contract documents for bidders.

4. Assist the City with requests for information from bidders and coordinate with the City for responses and required modifications.

5. Prepare documentation related to any modifications that may be required.

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

D. Note: Any approved modifications to the bidding documents will be issued by Addendum by the City.

3.8. Construction Services Phase

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

A. Assist with resolution of critical construction issues as needed in an "on call" capacity (estimate 20 hours)

B. Attend pre-construction, and other critical meetings as related to the project (estimate 5 hours).

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

D. Consultant shall prepare final as-built drawings, based on redlines from the contractor.

3.9. Bid Alternates

Provide the following costs as separate line items which may be added to the agreement if City determines the services are required.

A. **Landscape Architect Services**

1. Consultant shall provide landscape plans for the proposed detention pond located at Henkel Park. The landscape plans shall include but not be limited to planting plan, final grading and stabilization plans, irrigation plan, general landscape notes, and landscape details.

2. The landscape architect services shall also include a 3D renderings of the proposed detention pond in support of community outreach.

B. **Public Outreach**

1. The Consultant shall provide supporting documentation necessary to post on the City Stormwater Utility web page to keep the public informed on the projects progression and key milestones.

2. The Consultant shall also assist the City in preparing information and hosting one (1) public meeting. The City will coordinate the location and advertising. The Consultant shall provide materials, slideshow, and exhibits for the presentation.

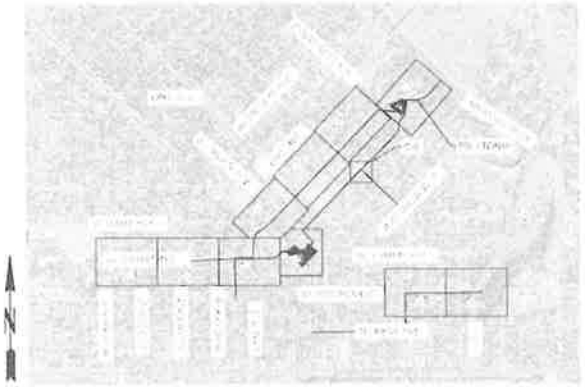
3. Any documentation or materials provided to the City for public outreach shall be provided in English and Spanish and be ADA compliant.

3.10. 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.

CITY OF PUEBLO
SUMMIT, CARTERET & ROUTT STORM CONCEPTUAL DESIGN
CITY OF PUEBLO, PUEBLO COUNTY COLORADO



KEY MAP

VICINITY MAP

SHEET LIST TABLE

SHEET	DRAWING	TITLE
1	G-1	COVER SHEET
2	C-1	STORM SEWER PLAN & PROFILE SHEET 1 OF 10
3	C-2	STORM SEWER PLAN & PROFILE SHEET 2 OF 10
4	C-3	STORM SEWER PLAN & PROFILE SHEET 3 OF 10
5	C-4	STORM SEWER PLAN & PROFILE SHEET 4 OF 10
6	C-5	STORM SEWER PLAN & PROFILE SHEET 5 OF 10
7	C-6	STORM SEWER PLAN & PROFILE SHEET 6 OF 10
8	C-7	STORM SEWER PLAN & PROFILE SHEET 7 OF 10
9	C-8	STORM SEWER PLAN & PROFILE SHEET 8 OF 10
10	C-9	STORM SEWER PLAN & PROFILE SHEET 9 OF 10
11	C-10	STORM SEWER PLAN & PROFILE SHEET 10 OF 10

CALL UTILITY NOTIFICATION CENTER OF COLORADO 1-800-922-1987 OR 811

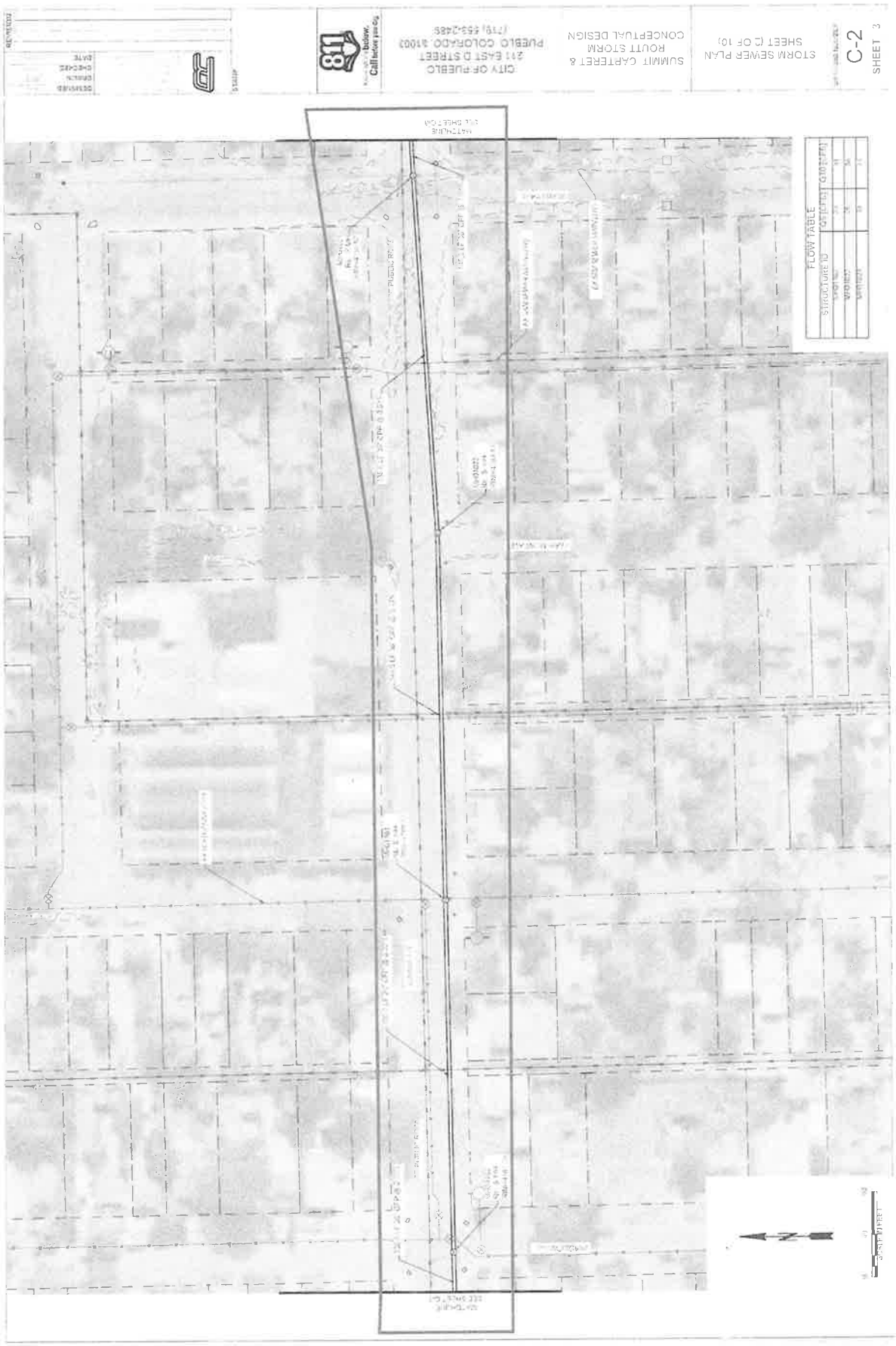
CITY OF PUEBLO
211 EAST D STREET
PUEBLO, COLORADO 81003
(719) 553-2488

SUMMIT, CARTERET & ROUTT STORM CONCEPTUAL DESIGN

COVER SHEET

DRAWING NUMBER: G-1
SHEET 1

REVISION
DESIGNED
DRAWN
CHECKED
DATE
811
Know what's below.
Call before you dig.
CITY OF PUEBLO
211 EAST D STREET
PUEBLO, COLORADO, 81003
(719) 553-2489
SUMMIT CARTERET &
ROUTT STORM
CONCEPTUAL DESIGN
STORM SEWER PLAN
SHEET (1 OF 10)
C-1
SHEET 2
FLOW TABLE
MATCHLINE
SEE SHEET C-2


STORM SEWER PLAN
SHEET (2 OF 10)
C-2
SHEET 3
SUMMIT CARTERET &
ROUTT STORM
CONCEPTUAL DESIGN
CITY OF PUEBLO
211 EAST D STREET
PUEBLO, COLORADO, 81003
(719) 553-2485
FLOW TABLE
STRUCTURE ID
QUANTITY
GRADE
SCALE IN FEET

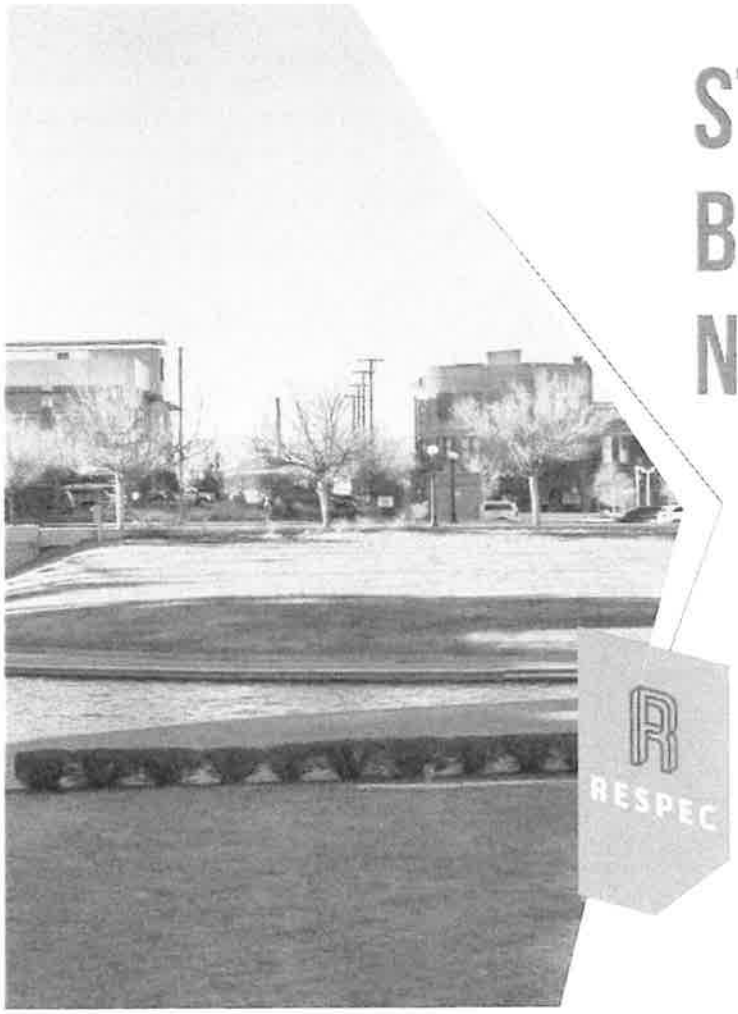
REVISION
DESIGNED
DRAWN
CHECKED
DATE
811
Know what's below.
Call before you dig.
CITY OF PUEBLO
211 EAST D STREET
PUEBLO, COLORADO, 81003
(719) 553-2486
SUMMIT CARTERET &
ROUTT STORM
CONCEPTUAL DESIGN
STORM SEWER PLAN
SHEET (3 OF 10)
DRAWING NUMBER
C-3
SHEET 4
FLOW TABLE

STORM SEWER PLAN
SHEET (4 OF 10)
SUMMIT CARTERET &
ROUTT STORM
CONCEPTUAL DESIGN
CITY OF PUEBLO
211 EAST D STREET
PUEBLO COLORADO 81003
(719) 553-2489
C-4
SHEET 5
REVISION
DESIGNED
DRAWN
CHECKED
DATE
FLOW TABLE

STORM SEWER PLAN
SHEET (5 OF 10)
SUMMIT CARTERET & ROUTT STORM CONCEPTUAL DESIGN
CITY OF PUEBLO
211 EAST D STREET
PUEBLO, COLORADO, 81003
(719) 553-2459
Know what's below. Call before you dig.
DESIGNED
DRAWN
CHECKED
DATE
STAMP
DRAWING NUMBER:
C-5
SHEET 6
FLOW TABLE
STRUCTURE ID
MATCHLINE
SEE SHEET C-6
409 S LF 36" RCP @ 1.48%

STORM SEWER PLAN
SHEET (8 OF 10)
SUMMIT CARTERET &
ROUTT STORM
CONCEPTUAL DESIGN
CITY OF PUEBLO
211 EAST D STREET
PUEBLO, COLORADO, 81003
(719) 553-2488
C-6
SHEET 7
FLOW TABLE

CITY OF PUEBLO
211 EAST D STREET
PUEBLO, COLORADO 81003
(719) 553-2489
SUMMIT CARTERET &
ROUTT STORM
CONCEPTUAL DESIGN
STORM SEWER PLAN
SHEET (7 OF 10)
C-7
SHEET 8
FLOW TABLE
STRUCTURE ID
HEINKEL POND
Q25 [CFS]
Q10 [CFS]



STATE FAIR AND BESSEMER NEIGHBORHOOD

DRAINAGE IMPROVEMENT PLAN

March 2026

PREPARED BY:

RESPEC
720 South Colorado Blvd
Suite 1-OS
Denver, Colorado 80246

PROJECT SPONSOR

City of PUEBLO

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LIST OF ACRONYMS

CUHP	Colorado Urban Hydrograph Procedure
DEM	Digital Elevation Model
CWCB	Colorado Water Conservation Board
EPA	United States Environmental Protection Agency
FHWA	Federal Highway Administration
GIS	Geographic Information Systems
MHFD	Mile High Flood District
NOAA	National Oceanic and Atmospheric Association
SSURGO	Soil Survey Geographic Data
SWMM	Stormwater Management Model
USDA	United States Department of Agriculture
USDCM	Urban Storm Drainage Criteria Manual
USGS	United States Geological Survey
CCI	Construction Cost Index
CDOT	Colorado Department of Transportation

REPORT APPENDICES

Report Appendix A	Project Meeting Minutes
Report Appendix B	CUHP Hyetographs
Report Appendix C	CUHP Input Parameters
Report Appendix D	CUHP Storm Hydrograph Results
Report Appendix E	Existing Stage-Storage and Stage Discharge Curves
Report Appendix F	Baseline SWMM Junction Results and Conduit Results
Report Appendix G	Alternatives Cost Analysis
Report Appendix H	Conceptual Cost Analysis Information
Report Appendix I	Conceptual Design Stage Storage and Stage Discharge Curves
Report Appendix J	Conceptual Design SWMM Junction Results and Conduit Results
Report Appendix K	Conceptual Design Plans

DIGITAL APPENDICES

Digital Appendix A	CUHP Input File & CUHP Output Files (macro-enabled excel format
Digital Appendix B	CUHP Interface Files
Digital Appendix C	Baseline Hydrology SWMM Model Files
Digital Appendix D	Concept Design SWMM Model Files
Digital Appendix E	Conceptual Design GIS Deliverable

1 INTRODUCTION

1.1 PURPOSE AND GOALS

On October 25th, 2024, the City of Pueblo (City) contracted with RESPEC Consulting Services, LLC (RESPEC) for the delivery of a stormwater drainage improvement plan for the State Fair and Bessemer neighborhood drainage basins. The City required an analysis of their existing system to determine and plan long-term stormwater infrastructure construction. The goal of the analysis is to develop a plan that will enhance the stormwater conveyance and reduce flooding in the area. This includes establishing a baseline hydrologic and hydraulic (H&H) study, and providing an alternatives analysis of stormwater solutions that provides improvements in the overall conveyance, water quality, and flooding in the basin. Ultimately, the City will have a conceptual design for the alternative selected to be most feasible for implementation.

The primary objectives of the stormwater analysis include:

- Incorporating known areas of concern currently identified by the City of Pueblo that will need additional focus which includes the following:
  - Summit Avenue Storm System
  - Carteret Avenue Storm System
  - Routt Avenue Storm System
- Evaluating existing flooding hazards and developing a detailed H&H analysis for the Summit, Carteret, and Routt storm systems.
- Identifying deficiencies and recommending improvements that correct deficiencies and optimize existing areas by prioritizing cleaning of infrastructure, increasing pipe sizes, culverts, providing additional detention, and channel improvements.

The areas of concern are located in southern Pueblo near I-25 and the Arkansas river. These areas are highly developed and therefore have significant amounts of impervious surfaces. The topography generally slopes to the northeast towards the Arkansas river. However, the relatively flat gradients make it difficult to convey stormwater efficiently and contribute to the flooding issues.

1.2 PLANNING PROCESS

During the preparation of this Stormwater Improvement Plan, RESPEC met with the City, on a consistent basis to discuss project goals and outcomes. These meetings included Report Updates and Workshop Meetings held on the following dates:

- December 12, 2024
- January 16, 2025
- February 13, 2025
- March 13, 2025
- April 10, 2025
- May 8, 2025
- June 12, 2025
- July 10, 2025
- August 14, 2025
- September 5, 2025
- October 23, 2025
- November 20, 2025
- December 18, 2025
- January 22, 2026
- February 12, 2026

1.3 ACKNOWLEDGEMENTS

The following individuals contributed to this study:

- Noah Stamm, EIT, City of Pueblo
- John Sarathason, PE, City of Pueblo
- Ethan Valverde, City of Pueblo
- Jeff Hoffman, PE, City of Pueblo
- Andrew Hayes, PE, City of Pueblo
- Chuck Ro[illegible], PE, City of Pueblo
- Curt Patrick, PE, City of Pueblo
- Alan Lear, PE, RESPEC
- Shannon Bryant, PE, CFM, RESPEC
- Michelle Hopkins, PE, RESPEC
- CJ Lentz, EIT, RESPEC
- Brianna Enright, E.I.T., RESPEC

2 DATA ACQUISITION

Geographic information system (GIS) data is the backbone of the master drainage plan, and high-quality data is essential for a comprehensive drainage plan. The GIS data utilized in this analysis came from the following sources:

- The City of Pueblo,
- Colorado Water Conservation Board (CWCB),
- The United States Department of Agriculture (USDA),
- The United States Geological Survey (USGS), and
- Microsoft Building Footprints

2.1 GIS DATA ACQUISITION

2.1.1 City of Pueblo

The City of Pueblo provided MCSPEC with point, line, and polygon GIS data. The point data included:

- Stormwater manholes,
- Stormceptors,
- Illicit discharges,
- Stormwater outfalls, and
- Sanitary manholes.

The line data included:

- Stormwater open channels,
- Stormwater box culverts,
- Stormwater pipes, and
- Sanitary pipes.

The polygon data included:

- Stormwater pump stations,
- Stormwater vaults,
- Stormwater inlets,
- Stormwater ponds,
- Parcels,
- Subdivisions, and
- Zoning districts.

Additional survey data collected by Sun West Surveying included:

- GPR information,
- Stormwater manholes, and
- Stormwater pipes.

2.1.2 USDA

Polygon soil data for this Stormwater Improvement Plan was obtained from the USDA's Soil Survey Geographic Data (SSURGO), dated August 29th, 2024.

2.1.3 CWCB

Digital elevation model (DEM) data made available by Colorado Water Conservation Board (CWCB) on the Colorado Hazard Mapping & Risk MAP Portal published in April of 2016 was used for analysis in this Stormwater Improvement Plan. The DEMs were combined in ArcGIS Pro using the Mosaic to New Raster tool with a three-square foot cell size to give the appropriate level of detail for surface flow analysis.

2.1.4 Microsoft Building Footprints

A building footprints polygon layer most recently updated on February 28th, 2025 from the publicly available Microsoft Building Footprints data was used for this Stormwater Improvement Plan.

2.2 BASINS

2.2.1 Project Watersheds

The project area for this Drainage Improvement Plan is located in southwest Pueblo in the Arkansas River major watershed. The area covers the Bessemer neighborhood, the State Fair neighborhood, and Mesa Junction neighborhood. Although the Mesa Junction neighborhood does not contain any areas of concern, it was included within the project area due to its hydraulic connectivity to the storm system. There are two outfalls in the project area. One outfall is in the Mesa Junction neighborhood near I-25 and has a tributary area of 1539 acres. This outfall discharges directly into the Arkansas River. The second outfall is in the Bessemer neighborhood and has a tributary area of 82 acres. This outfall discharges into a tributary of the Arkansas River.

2.2.2 Delineation Methods

Project basins and subbasins are delineated using 1-foot contours created from the DEM and storm water infrastructure by assuming that water does not spill over road crowns and that street drainage and intersections are able to convey water in their intended directions for the 100-year storm. Basins and subbasins are delineated so they are generally street, flow into major intersections, or are considered points of interest. Points of interest

are locations where areas of concern have been identified, pipe sizes change, or there is a change in direction of the pipe alignment. The points of interest for the areas of concern are refined in more detail due to the flooding observed by the City being a priority. Canals and irrigation systems are assumed to be full and are not included in this delineation process. Thus, water was assumed to flow over canals and not enter any irrigation ditches or pipes during the delineation process.

2.2.3 Basins

Basins in the project area are delineated along the existing storm systems within the identified areas of concern including Summit Avenue, Carter Avenue, and Routt Avenue. Additional tributary areas that discharge into the storm system include Lake Minnequa, the Mesa Junction neighborhood near Stauter Field, and the I-25 interchange. There are some basins that outfall directly into Bessemer Ditch. These basins are not included in the tributary area of this Drainage Improvement Plan because canals and irrigation systems are assumed to be full. See Figure 2-1 for a map of the basins delineated for the project.

2.2.4 Subbasins

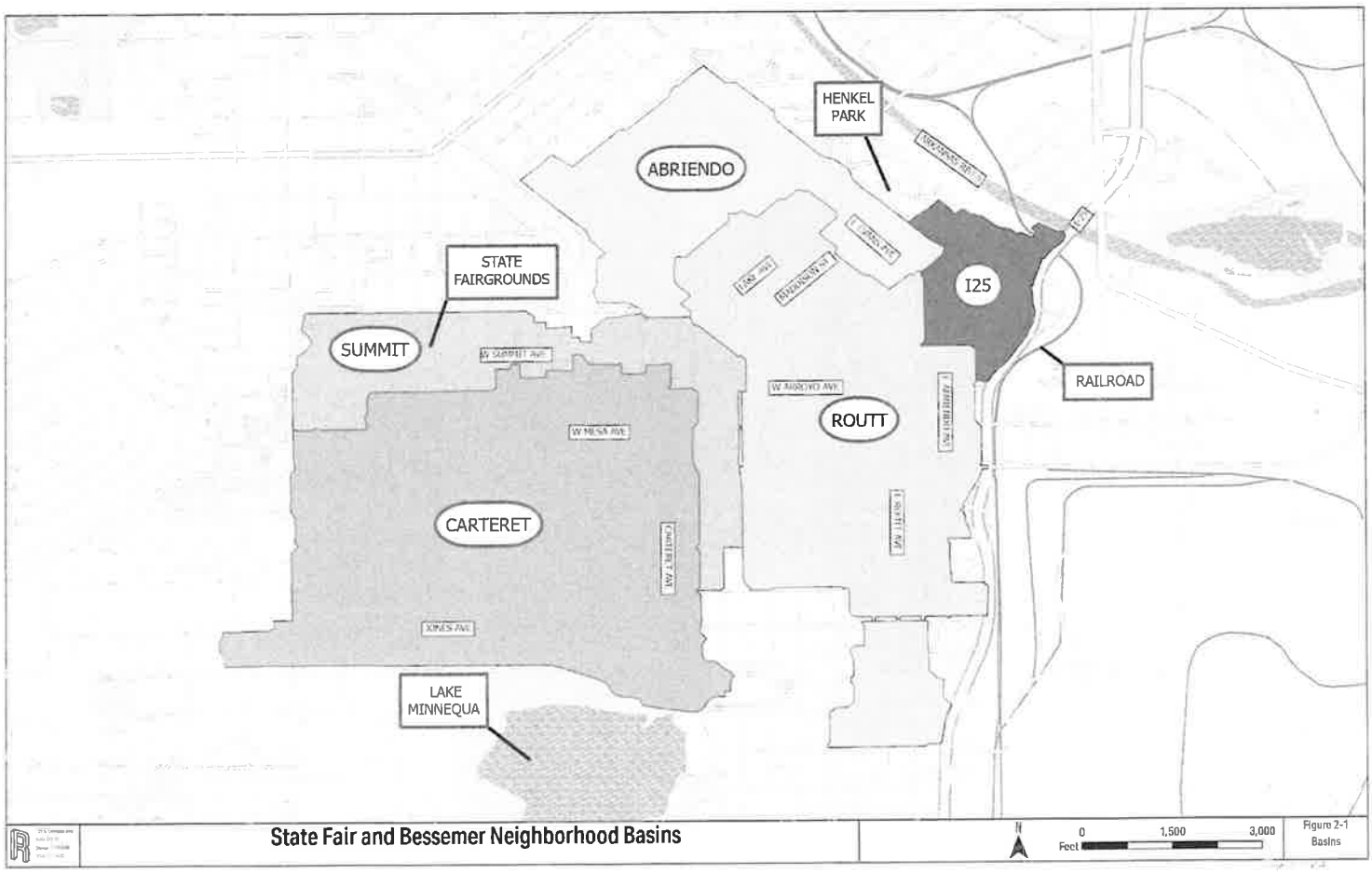
The study area for this Drainage Improvement Plan fell within the Southwest Pueblo Basins 8, 9, 10, 11, 12, and 13 from the 2007 Pueblo Stormwater Master Plan Basin Planning Study Report. Forty subbasins are delineated for this Stormwater Improvement Plan and are used in SWMM. The naming convention for the subbasins is «Street_0», where the street name is based on the street the subbasins are delineated along and to allow future subdivision along each trunk. The subbasin names start with «Street_01» at the most downstream subbasin and increase by one going upstream to the next subbasin. The street names are abbreviated to avoid an overflow error in SWMM. An example of a name for a subbasin along Summit Avenue at the furthest downstream point would be StSM_01. See Figure 2-2 for a map of the subbasins delineated for this project. The colors of the subbasins represent the basin they were delineated from.

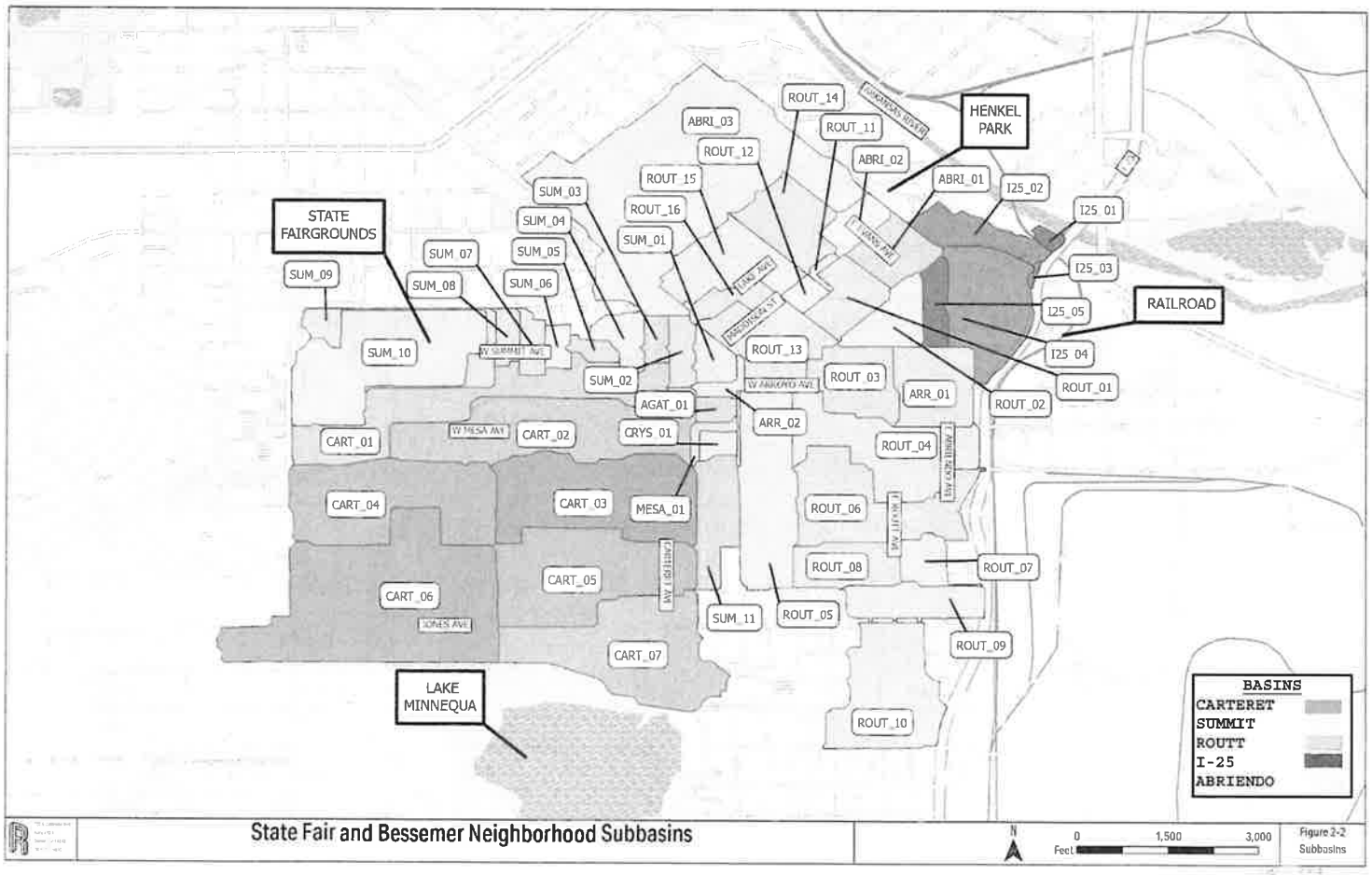
2.3 RAINFALL DEPTHS

Rainfall depth data came from Table 5-1 from the City of Pueblo Drainage Criteria Manual (the City's Criteria). These values matched those reported by NOAA Atlas 14.

Table 2-1. Rainfall Depths

2-Year	5-Year	10-Year	25-Year	100-Year
0.94 inches	1.22 inches	1.43 inches	1.88 inches	2.51 inches


HENKEL PARK
ABRIENDO
STATE FAIRGROUNDS
SUMMIT
I25
RAILROAD
ROUTT
CARTERET
LAKE MINNEQUA
State Fair and Bessemer Neighborhood Basins
N
0
1,500
3,000
Feet
Figure 2-1
Basins



State Fair and Bessemer Neighborhood Subbasins

Figure 2-2
Subbasins

3 HYDROLOGIC ANALYSIS

3.1 OVERVIEW

The Colorado Urban Unit Hydrograph Procedure (CUHP), version 2.0.1, is used for the hydrologic portion of this Stormwater Improvement Plan. According to table 6-1 in the City's Criteria, CUHP is the appropriate method to determine storm runoff. The MHFD made and calibrated CUHP for the Denver Metro area, so the results from CUHP more closely reflect what occurs in Pueblo than other hydrograph methods that were not developed for Colorado.

3.2 CUHP

For each subbasin, CUHP requires the area, length of the longest flow path, length along the longest flow path from the outfall to the point on the path closest to the centroid (centroidal flow path), slope of the longest flow path, percent impervious of the subbasin, depression storage for pervious and impervious areas, and Horton's infiltration parameters based off the soils in the subbasin.

The CUHP input parameters for the different subbasins are found in Report Appendix C. The CUHP Input File and CUHP Output Files (macro-enabled excel format) for this project can be found in Digital Appendix A.

3.2.1 Settings

Typically, a 5-minute unit hydrograph is used in CUHP. However, for subbasins smaller than approximately 90 acres, MHFD recommends using a 1-minute unit hydrograph time step. For this reason, the time step between computations was set to 1-minute for this model.

3.2.2 Rainfall Depths

The rain depth presented in Section 2.3 is used in CUHP to develop the hyetograph for each storm event. All the subbasins utilized the same hyetographs for each of the storm events, because the entire basin area resides within the City. Therefore, the option "Rain gage is a design storm by temporal distribution of one-hour rain depth" was used to create the hyetographs for the City. The same storm rained in all subbasins; thus, an area correction was not necessary for this hydrologic model. See Report Appendix B for the WQ, 2-year, 5-year, 10-year, 25-year, and 100-year hyetographs used in CUHP.

3.2.3 Longest Flow Paths & Centroidal Flow Paths

The longest flow paths and centroidal flow paths are determined by analyzing the publicly available DEM with a combination of ArcGIS and Python. A script was written in Python to automate the calculation of the longest flow path. The script included buffering, clipping, deriving stream as line, and append GIS processing tools to determine longest flow paths within each subbasin. The subbasins' centroid and centroidal flow path is determined by using tools within ArcGIS.

3.2.4 Slope

Per MHFD's Urban Storm Drainage Criteria Manual: Volume 1, the length-weighted slope for each subbasins' longest flow path was calculated as:

$$S = \left[\frac{L_1 S_1^{-0.5} + L_2 S_2^{-0.5} + \cdots + L_n S_n^{-0.5}}{L_1 + L_2 + \cdots + L_n}\right]^{-2}$$

Where S is the slope of an individual segment and L is the length of that segment. Each segment of the longest flow path is supposed to represent a unique longitudinal slope. The length-weighted slope equation is applied in ArcGIS and calculated using the longest flow path previously calculated and the following GIS processing tools: points along line, add surface information, composite order, z difference, split line along points, spatial join, and segment slopes. See Table 3-2 for statistics on the slopes of the subbasins modeled in this Stormwater Improvement Plan.

3.2.5 Soils

To calculate the Horton's infiltration parameters, the area of each hydrologic soil group is calculated for each subbasin. The SSURGO soil data, shown in Figure 3-1 below, is averaged by area within each subbasin in ArcGIS. The area-weighted parameters are used in Horton's equation, which models the rate of infiltration as an exponential decay from an initial rate to a final rate. The equation is as follows:

$$f_t = f_c + (f_i - f_c)e^{-kt}$$

where f_t is the infiltration rate at time t, f_c is the final infiltration rate, f_i is the initial infiltration rate, and k is the decay coefficient. See Table 3-1 for the parameter values for each hydrologic soil group. These parameters came from MHFD's Urban Storm Drainage Criteria Manual: Volume 1.

Table 3-1. Horton's Infiltration Parameters

NRCS Hydrologic Soil Group	Decay Coefficient [1/sec]	Initial Infiltration [in/hr]	Final Infiltration [in/hr]
A	0.0007	5.0	1.0
B	0.0018	4.5	0.6
C	0.0018	3.0	0.5
D	0.0018	3.0	0.5

As seen in Figure 3-1, the area of interest is comprised mainly of soil types A and B, with some C and no D.

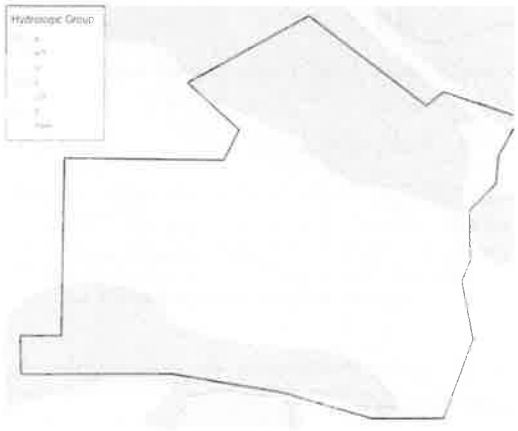


Figure 3-1. Hydrologic Soil Types in the Area of Interest

3.2.6 Imperviousness

The average imperviousness is calculated for each subbasin for use in CUHP. Zoning data was provided by the City of Pueblo and is utilized to assign impervious values for areas within the City. Water is modeled as being 100% impervious. The following table shows how the City's zoning relates to imperviousness.

Table 3-2. Zoning Imperviousness

Percent Impervious	5	55	60	65	70	75	80	95
Zone	A1, A2, A3, and I2	R1, R2, R2U, A1, and A4	CCN	R3, R4, R6, R7, P1, B1, B2, 4H, and DT	P3	I2 and I3	C4, B3, and BP	RCN

Zone S1, designated as the Governmental Use District, has varying percentages of imperviousness determined from aerial imagery analysis.

An evaluation of future impervious surface conditions was not conducted, as the area of interest contains minimal undeveloped land. Any possible future increases in imperviousness would not result in a significant difference in hydrologic analysis.

As seen in Figure 3-2, areas around the State Fairground tend to be less impervious than other places in the project area. See Table 3-3 for statistics on the impervious cover and infiltration parameters of the subbasins modeled in this Stormwater Improvement Plan.

Figure 3-2. Percent Impervious Map

3.2.7 Depression Storage

An initial loss is used to determine depression storage for impervious and pervious areas. Depression storage for impervious areas is set to 0.05 inches for all subbasins, meaning roofs, that store and 0.1 inches for areas becoming av

areas of flat roofs. Depression storage for pervious areas is set to 0.4 inches for wooded areas and open fields and 0.15 inches for lawn grass. The depression storage values are an average of the values recommended by MHFD.

3.2.8 Subbasin Statistics

The resulting subbasin statistics offer a comprehensive overview of the characteristics of the subbasins. These values are typical for highly urbanized subbasins with low slopes. Table 3-3 summarizes the key subbasin parameters used in CUHP.

Table 3-3. Subbasin CUHP Parameter Statistics

Statistic	Mean	Median	Standard Deviation	Minimum	Maximum
Area [ac]	40.3	11.0	116.6	4.9	218.7
Longest Flow Path [mi]	0.15	0.37	0.62	0.08	1.52
Centroidal Flow Path [mi]	0.17	0.13	0.29	0.001	0.56
Slope [ft/ft]	0.01	0.008	0.007	0.004	0.015
Existing Percent Impervious	57.84	62.13	11.64	15.00	67.72
Initial Infiltration Rate [in/hr]	4.56	4.72	0.22	4.50	4.93
Final Infiltration Rate[in/hr]	0.67	0.78	0.17	0.6	0.94
Decay Coefficient [1/sec]	0.002	0.001	0.0005	0.0009	0.002

The maximum values for area, longest flow path, and centroidal flow path in the subbasin statistics are controlled by the Lake Minnequa subbasin. The relatively small standard deviation and low maximum slope across all subbasins indicate uniformly low slopes throughout the study area. This topographic uniformity presents challenges in achieving optimal slopes for stormwater conveyance design.

3.3 CUHP RESULTS

The resulting hydrologic parameters generated by CUHP were standard results for highly urbanized areas with low slopes. See Table 3-3 for the hydrologic statistics for the project area.

Table 3-4. CUHP Result Statistics

Statistic	Mean	Median	Standard Deviation	Minimum	Maximum
2-Year Runoff per Unit Area [cfs/acre]	0.57	0.54	0.29	0.08	1.23
2-Year Peak Flow [cfs]	50	11	194	0.07	1239
2-Year Time to Peak Flow [min]	37	33	14	25	117
5-Year Runoff per Unit Area [cfs/acre]	0.79	0.71	0.39	0.13	1.70
5-Year Peak Flow [cfs]	71	16	282	0.11	1801
5-Year Time to Peak Flow [min]	37	32.5	14	25	117
10-Year Runoff per Unit Area [cfs/acre]	1.02	0.91	0.51	0.28	2.25
10-Year Peak Flow [cfs]	98	22	403	0.24	2595
10-Year Time to Peak Flow [min]	37	32	14	25	116
25-Year Runoff per Unit Area [cfs/acre]	1.58	1.43	0.71	0.58	3.36
25-Year Peak Flow [cfs]	168	33	717	0.57	4579
25-Year Time to Peak Flow [min]	43	40	14	30	120
100-Year Runoff per Unit Area [cfs/acre]	2.5	2.2	1.0	0.98	4.94
100-Year Peak Flow [cfs]	279	52	1220	1.07	7784
100-Year Time to Peak Flow [min]	43	40	14.5	30	121

As seen in the minimum column in Table 3-4, for the 5-year event, the depression storage and infiltration combined remove enough water from the surface that some subbasins exhibit very little flow. The 25-year event takes an average of 43 minutes for the subbasins to reach their peak flow and had an average of 1.58 cfs per acre. On average, it takes 43 minutes for the subbasins to attain their peak flow during the 100 year storm.

The CUHP output files can be found in Digital Appendix A. Storm hydrograph – time to peak flow [min], peak flow [cfs], total volume [ft³], runoff [acre ft/s/acre] – from CUHP for each subbasin and storm event are found in Report Appendix D. See Table 3-4 for the CUHP result statistics for the 2-year, 5-year, 10-year, 25-year, and 100-year storms. The CUHP model generated hydrographs that are then imported into SWMM for hydrograph routing.

4 HYDRAULIC ANALYSIS

4.1 OVERVIEW

Once hydrographs are developed by CUHP, they then need to be routed through a model that simulates the storm system. EPA SWMM, version 5.2.4, is used for the 1D and 2D hydraulic modeling in this project. While the SWMM computational engine is used for 1D model, PCSWMM is used to construct the model. PCSWMM is a proprietary software made by Computational Hydraulics Inc. PCSWMM runs EPA SWMM for its computations, so it is compatible with the EPA SWMM versions. It enables the user to interact with and build SWMM models in novel ways. It also allows the user to upload GIS data to construct a model, which was the primary role PCSWMM played in this Stormwater Improvement Plan. PCSWMM also has a 2D hydraulic modeling component that can be integrated with the 1D model that shows how water will move across a terrain once it has flooded the storm system.

SWMM is run using the kinematic wave routing method. Ponding is not modeled at junctions, but manhole depths were taken into consideration. The model is run for the 2-year, 5-year, 10-year, 25-year, and 100-year storm events. The model is run for 120 hours of simulation time to allow water enough time to route through the whole system. The reporting time step is set to 1 minute in SWMM to match the input unit hydrograph from CUHP. The model uses a 5 second routing time step to update changes in flow, depth, and velocity within the hydraulic system. Temperature, evaporation, wind speed, snowmelt, and areal depletion are not considered in this analysis. The SWMM model files can be found in Digital Appendix C and the CUHP and SWMM interface files can be found in Digital Appendix B.

4.2 GIS DATA PREPARATION FOR SWMM

SurvWest surveyed structures that were determined to be required for the SWMM model that were missing any necessary information.

4.2.1 Subbasin Nodes

Representative nodes are made in each subbasin because the hydrology in this Stormwater Improvement Plan is done via CUHP. Every subbasin node is connected to the appropriate node in the GIS stormwater data via a dummy link. The naming convention for the connecting dummy links is "D_" + subbasin name. (N.B. the subbasin names is equal to the name of the subbasin node.

4.2.2 Ditches

Several ditches that flow within the project area, between A-1 & outside of the scope for this study, are not included in the SWMM model.

4.2.3 Storage Ponds

Storage ponds were given to RESPEC in the form of polygons, but storage is modeled with nodes in SWMM. Ponds are converted to points at their outlet. The conduits that feed the ponds are connected to and from the ponds with dummy conduits in the correct directions. The two storage nodes in the model are nodes for the State Fair pond and Lake Minnequa. See Figure 4-1 for the location of modeled ponds and see Figure 4-2 and Figure 4-3 for how the outlets of the ponds are modeled in SWMM.

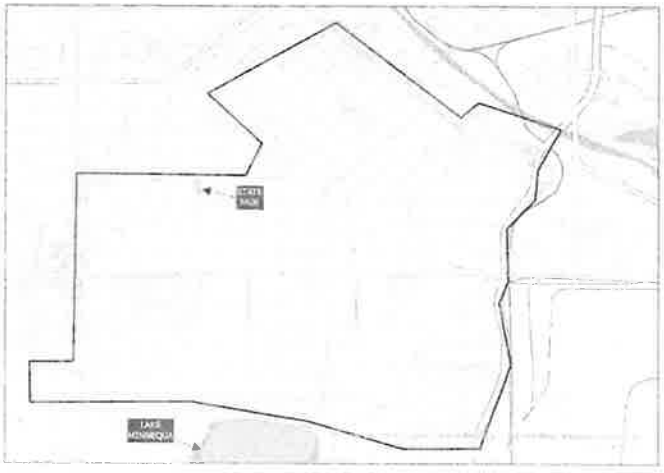


Figure 1-1. Modeled Storage Pond Locations

Figure 4-2. State Fair Pond SWMM Outlet

Figure 4-3. Lake Minnequa SWMM Outlet

Each storage node requires a Stage Storage curve to be assigned to it to analyze detention. The storage curve for the State Fair Grounds Detention Pond is developed by digitizing Final Design Drawing PDFs in AutoCAD provided by the City of Pueblo. These digitized contours are then assigned to the storage node within SWMM. The storage curve for Lake Minnequa is developed by extracting contours above the base water surface elevation obtained from the DEM in GIS. These contours are then assigned to the storage node within SWMM. The stage storage curves can be found in Appendix E.

Rating curves are assigned to each storage node in SWMM to most accurately model the outflow of each facility in question. For these two instances, an HY-8 analysis is used to account for headwater effects due to storage. HY-8 is a hydraulic analysis software developed by the Federal Highway Administration (FHWA) that can be used to model water flow through different pipes accounting for inlet and outlet control, tailwater conditions, and energy losses. The rating curve for the State Fair Ground Detention Pond is developed using GIS data provided by the City. The GIS data had an 18-inch RCP as the outfall pipe for the pond. An 18-inch RCP pipe is recreated in HY-8 using a similar slope, length, and roughness. This produced a depth versus discharge output table which is assigned to the outlet conduit in SWMM. The rating curve for Lake Minnequa is developed using a combination of Design Drawings and GIS data provided by the City of Pueblo. GIS data for the area suggests there are two outfall pipes for Lake Minnequa: A 24-inch and 36-inch. Rating curves were developed for each pipe separately in HY-8 and then added together to get a combined rating curve for Lake Minnequa. This method produced a depth versus discharge output table which is assigned to the outlet conduit in SWMM. Design Drawings are later used to refine the invert elevation of the outfall pipes for Lake Minnequa to be above the base water surface elevation.

The following table shows the peak discharge from the ponds for the 2-year, 5-year, 10-year, 25-year, and 100-year rainfall events.

Table 4-1. Storage Peak Discharge

Pond	2-year	5-year	10-year	25-year	100-year
State Fair	6.41 cfs	10.15 cfs	13.78 cfs	21.75 cfs	23.07 cfs
Lake Minnequa	22.42 cfs	46.69 cfs	72.29 cfs	108.99 cfs	112.50 cfs

The Lake Minnequa outlet provides a significant amount of water to the Carteret storm system and is one of the driving factors for observed flooding issues.

4.2.4 SWMM Naming Convention

PESPEC assigned a name in SWMM for junctions using the MH_ID and INLET_ID in the GIS data provided by the City. If a junction is needed in the SWMM at a place where there are no manholes or inlets, it is named starting at J10 for the most downstream junction and incremented by 10 for each upstream junction. Conduits, such as stormwater

pipes or culverts, are named in SWMM based on the PIPE_ID in the GIS data provided by the City. If a conduit is needed in SWMM in an area where there is no pipe, it was named in SWMM depending on the inlet node such as C_inlet node name>

4.2.5 Incomplete GIS Data

Manholes 01010, 91006, and 00253 have missing invert elevations in the data provided by the City. The corresponding junctions in SWMM were reviewed and edited as appropriate to ensure full connectivity and routing within the model. To fix the missing inverts, it was assumed the pipe upstream of the manhole has a slope of 0.5 percent, which is consistent with further upstream pipes. This slope was then used to estimate the missing invert elevations for these manholes.

4.2.6 Pipe Geometry

If a pipe has a zoned shape in its original shapefile, it was assigned the same shape in SWMM. However, there are instances where pipes have dimensions but no defined shape. These pipes are assigned the same shape as the nearest downstream pipe with a geometry in SWMM.

4.2.7 Pipe Material and Manning's n

Pipes are assigned their recorded material. If a pipe does not have a material, it is assigned reinforced concrete (RCP). See Table 4-2 for the Manning's n values applied to the different materials in this Stormwater Improvement Plan. A 20% increase in Manning's n value is implemented in the SWMM model per the recommendation at Section 6.2.2 of the Mile High Flood District (MHFD) Urban Storm Drainage Criteria Manual (USDCM), Volume 1. The n values are taken from Section 4.6 of the Storm Water Management Model User's Manual, Version 5.2, Revised February 2022.

Table 4-2. Manning's N Values Used for Different Pipe Materials

Material	Abbreviation	Manning's n [sec/ft$^{1/3}$]	Manning's n for SWMM Model [sec/ft$^{1/3}$]
Cast iron	CI, DIP	0.013	0.016
Clay	VCP	0.013	0.016
Concrete	RCP, CON, CPP, CAP	0.013	0.016
Corrugated metal	CMP	0.024	0.03
Grass		0.024	0.03
Earthen		0.025	0.033
Plastic	HPPP, HDPE, CIPP, PVC	0.011	0.014
Asphalt (Roads)		0.015	0.019
Riprap		0.0225	0.027
Welded steel	ASP, STL	0.012	0.015

The majority of the pipes in the SWMM model are RCP.

4.2.8 Maximum Depths

The maximum depth for each node is calculated as the difference between the rim elevation from the DEM surface used for the 2D model and the surveyed invert elevations of each node. The DEM surface elevations are within 0.2 feet of the surveyed rim elevations. The rim elevations from the DEM surface are used instead of the surveyed values to allow the 1D model to have a smooth transition to the 2D model. If the surveyed rim values are used, they would create artificial obstructions in the 2D model if the rims are above the DEM values, or artificial dips in the 2D model if the rims are below the DEM values.

4.3 COUPLING CUHP AND SWMM

Since CUHP is used for the hydrologic engine of the model, the output from CUHP needs to be connected to SWMM. This is done by using the output text file from SWMM as inflows. Since the target nodes in CUHP are named the same as the subbasin nodes in SWMM, the appropriate hydrograph is assigned to each subbasin node.

4.4 OVERFLOWS

Overflows are made for nodes that serve as inlet nodes to pipes where the full flow were greater than the 2-year, 5-year, 10-year, 25-year, and 100-year storm events. Where a pipe is determined as not full flow, it must be above 1 foot to overflow in SWMM. If a pipe exceeds its capacity, the junction node was converted to a

divider node. As such, overflows are not made for every pipe and node. They are only made for pipes that meet the criteria. This is done to convey water to the next piece of stormwater infrastructure and convey all overflow flows without flooding losses in the model.

For instances where nodes surcharge and flooding occurs in the model within a street, overflow links were added in the form of a street transect. The street transect is made to simulate the flow on local streets. The transect is drawn according to the City of Pueblo Roadway Classification Design Standards and Policies. The cross section for the local road from the design standards was the "Local Street – Local 32'." See Figure 4-4, for how the street transect is drawn in SWMM.

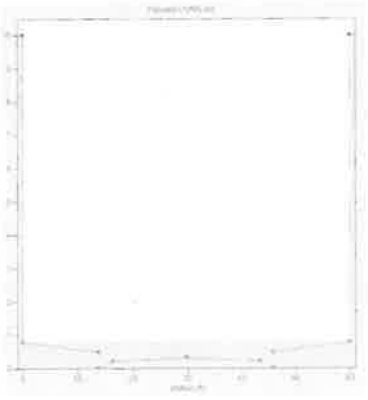


Figure 4-4. Local Street Cross Section Drawing

There are other instances where nodes surcharge and flooding occurs near a channel that is modelled as an open, rectangular channel. The open rectangular channel for overflows had a Manning's n value of 0.03. An example of the open, rectangular channel is shown in Figure 4-5.

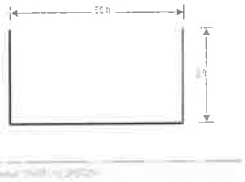


Figure 4-5. An Example of Open, Channel

If a pipe overflows, its inlet node is changed from a junction to a divider. Then, a new link is made on the street that is downstream from the divider. The new link is named OVRFLW_<parallel conduit>, where <parallel conduit> is the name of the conduit that runs parallel to the overflow link. "OVRFL" stands for overflow. The divider node is connected to the nearest downstream node to determine if the overflow had sufficient capacity and to account for the appropriate amount of flow in the street. If a downstream node has capacity to collect the overflow, the overflow would terminate at that junction. However, if the downstream node does not have capacity, an overflow conduit is added and connected to the next downstream node.

In the example in Figure 4-6, the dark blue circles are divider nodes, the yellow lines are stormwater conduits, and the blue lines are overflow conduits. The overflow conduit only account for the overflowing water from the upstream divider.

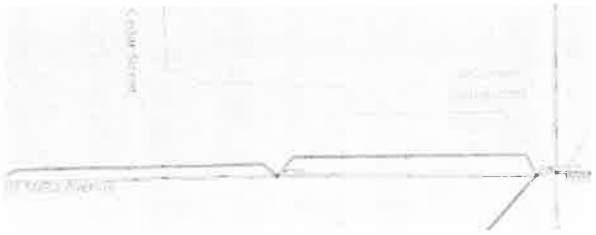


Figure 4-6. An Example of Diversion Nodes and Overflow Links from the SWMM Model Designed to Convey Flooding in the Street when Pipes are at Maximum Capacity.

4.5 1D/2D INTEGRATED PCSWMM MODEL

A 1D/2D Integrated Hydraulic model for this project is created using the proprietary software PCSWMM version 5.2.1. A building footprints layer, modeled as obstructions in the overland flow condition is taken from the publicly available Microsoft Building Footprints data set and is reduced down to the area of the City of Pueblo which is being analyzed. An example of these footprints can be seen in Figure 4-7. An outer Bounding Layer and Downstream Layer at the Arkansas River is also created to limit the extents of the 2D Analysis. The DEM used in the Hydrology analyses is exported in ESRI GRID Format from GIS and is used to generate the 2D Nodes, the 2D Cells, and the 2D Mesh in PCSWMM. Figure 4-8 shows the 2D Nodes in red, 2D Cells as grey hexagons, and the 2D Mesh which contains 2D Conduits as black lines and 2D Junctions as black dots. First, 2D nodes are generated using the DEM elevations, obstruction layer, and serve as the approximate location of the 2D cells in the 2D network. Hexagonal 2D cells are created at a 30 foot resolution to capture and convey stormwater in the overland flow condition and used to define the 2D Mesh. The 2D Mesh is made up of 2D junctions and 2D conduits which are used to convey stormwater between the 2D cells. The 2D model is then integrated with the 1D subsurface SWMM hydraulic routing model to gain a holistic view of storm water conveyance within the City of Pueblo as underground pipes begin to surcharge and flow within the streets. A rendering of the integrated 1D/2D 100 Year flow analysis showing maximum ponding depths can be seen in Figure 4-9. The 100 year inundation limit where flooding is represented, if there is 0.1 feet of water in a cell generated from the integrated 1D/2D model can be seen in Figure 4-10. Details of the 1D Hydraulic analysis were previously discussed in Section 4.1 of this report. The main function of the 2D model is to visualize and verify flow patterns in areas of concern that were identified by the City, are being accurately modeled. The overflows generally flow northeast towards the Arkansas River. A summary of the 2D Elements can be found in the following table.

Table 4-3. Summary of 2D Elements

2D Element	Number of Entities	Resolution [ft]
Cells	160,067	30
Nodes	160,810	
Junctions	151,351	
Conduits	442,532	

Figure 4-7. Showing Microsoft Building Footprints Layer Used as Obstructions (Magenta Polygons).

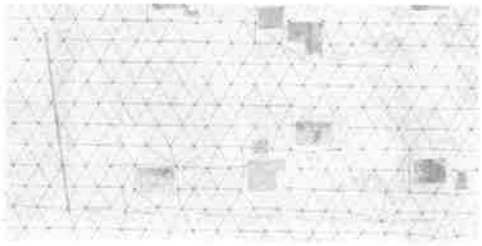


Figure 4-8. 2D PCSWMM Model Showing 2D Nodes, 2D Cells, and 2D Mesh with 2D Conduits & 2D Junctions

Figure 4-9. 1D/2D Integrated PCSWMM 100-Year Flow Analysis Rendering Showing Maximum Ponding Depths

Figure 4-10. 100-Year Inundation Limit

Historically, the area of study for this Drainage Improvement Plan has experienced flooding issues, particularly along Summit Avenue, Carteret Avenue, and Routt Avenue. The results from the 1D and 2D model confirm this and can be used to determine how many pipes are undersized and overflowing. In the 1D model, there are a total of 54 pipes. Of these 54 pipes, 44 of them are overflowing and causing flooding during the 100 year storm event. Therefore, 81.5% of the pipes in this Drainage Improvement Plan are undersized. The SWMM junction results and SWMM conduit results can be found in Appendix F. The flooding from the 2D model generally flows northeast towards the Arkansas River. The flooding along Summit Avenue starts at the Van Buren Street intersection just downstream of the State Fair Pond. The flooding along Carteret Avenue starts at the Smith Avenue intersection. The flooding along Routt Avenue starts at the Bay State Avenue intersection. The flood waters along Summit Avenue, Carteret Avenue, and Routt Avenue combine at the intersection of Arroyo Avenue and Pine Street. The flood waters then flow east along Arroyo Avenue and discharge into the Arkansas River.

5 ALTERNATIVES ANALYSIS

5.1 CRITERIA AND CONSTRAINTS

The evaluation of the proposed alternatives was based on criteria found in the MHFD USDCM and the City's Criteria. The following are the general design criteria and assumptions:

- Storm Events
  - Minor Event: 5-year
  - Major Event: 10-year
    - Correspondence with the City deemed the 10-year storm event to be defined as the Major event. This deviates from the City's Criteria, which defines the Major storm event as the 100-year storm event. The 10-year storm event was selected as the Major event for this study because developing feasible alternatives for storms larger than the 10-year event was not practical given the area's flat topography.
- Detention
  - All detention is sized to hold the major event with a maximum possible depth of 10 feet. Storage at the Central Park, High School Baseball Field, Stauter Field, and Minnequa Park is assumed to be underground detention due to existing pipe depths being greater than 10 feet. Central Park was assumed to be above ground as proposed storm sewer pipe inverts will remain above ground daylighting feasible. The sizing of outlet pipes leaving proposed detention facilities was chosen such that they match existing downstream pipe sizes. This was done to ensure existing infrastructure would not need to be upsized unnecessarily.
- Pipes
  - Minor event: Storm drains are designed to convey any minor storm runoff that exceeds the minor event capacity of the street, adhering to the spread width criteria from Table 7-5 from the City's Criteria.
  - Major event: Storm drains are designed to convey any flows greater than the minor event that exceeds the major event capacity of the street, adhering to the depth criteria from Table 7-5 from the City's Criteria.
- Roadway Inundation
  - Roadway inundation for the minor and major events is analyzed using "Local Street" from Section 7.3 in the City of Pueblo's Pavement Application Design Standards and Policies.
  - Minor Event:
    - There is to be no curb overtopping. The spread of the flow must leave at least one 10-foot lane free of water.
    - By request from the City, no flooding is allowed during the minor event on West Summit Avenue.
  - Major Event:
    - Flows are allowed to pond up to 1 foot above the gutter flow line.

5.2 ALTERNATIVE PLANS

The following strategies are developed and implemented as individual alternatives to address the existing stormwater issues for the State Fair and Bessemer neighborhood.

- Alternative 1 – Upsizing Pipes
  Alternative 1 includes two sub-alternatives: 1A, which involves upsizing pipes in their existing alignment, and 1B, which proposed upsizing pipes with proposed alternative alignments.
- Alternative 2 – Additional Detention
  Alternative 2 includes two sub-alternatives: 2A, which adds additional detention to the existing pipe alignments with upsized pipes, and 2B, which adds additional detention to the proposed pipe alignment with upsized pipes.

The following table summarizes the components in each alternative.

Table 5-1: Alternatives Summary

Alternative	Existing Alignment	Proposed Alignment	Proposed Detention	Upsized Pipes
1A	X			X
1B		X		X
2A	X		X	X
2B		X	X	X

The low topographic slopes across the study area presents significant challenges in achieving optimal conveyance for stormwater infrastructure. As a result, the existing stormwater pipes generally have minimal slopes, causing for street flooding. To compensate for the shallow slopes, multiple pipes in parallel need to be installed at greater depths to provide storm water conveyance. The surveyed data across the study area confirmed the low slope and deep

conditions causing potential alternatives to require substantial pipe upsizing to meet the design criteria and assumptions. The following table summarizes the existing pipe depths and slopes.

Pipe size increases were determined by each pipe's existing capacity and the amount of storm water which was conveyed through its overflow link. As the pipes began to fill up and convey into the overflow links, which modeled local street cross sections, pipe sizes were increased until the spread and depth values adhered to Table 2-6 from the City's Criteria. This allowed for an efficient pipe size increase while minimizing flooding in the streets during storm events.

Table 5-2. Pipe Characteristics

Pipe Characteristic	Minimum	Average	Maximum
Slope	0.08%*	1.2%	6.2%
Depth	3.56 ft	11.40 ft	23.9 ft

*Minimum slope reflects existing conditions. Per City criteria, slopes shall be kept to 0.5% where feasible.

The ideal slope for a storm water pipe is 2%, and the preferred minimum slope is 0.5%. The average slope of existing pipes is 1.2%, which is above the preferred minimum slope. However, there are 30 existing pipes that have a slope lower than 0.5%. As seen in Table 5-2, there is an existing pipe with a slope of 0.08%, which is the lowest slope of the pipes in the model. The low topographic slopes across the study area are the reason existing pipes have suboptimal slopes. Achieving optimal slopes would require placing the pipes at depths that are not feasible.

5.3 RESULTS FOR ALTERNATIVE 1: UPSIZING PIPES

5.3.1 Alternative 1A

Alternative 1A is upsizing pipes in their existing alignment. Of the 51 pipes in the model, 14 must be upsized for the existing pipe alignments to maintain roadway inundation limits during the minor event. Of the 14 upsized pipes, 9 must be increased to 2 barrels and 7 must be increased to 3 barrels. The total length of existing pipe is 27,766 feet with 24,427 feet needing to be upsized to adhere to drainage criteria. The following figure shows all the pipes modeled in the existing alignment. The blue pipes are upsized and the grey pipes have no changes.

Figure 5-1. Alternative 1A: Upsized Pipes in Existing Alignments

The advantage of Alternative 1A is it minimizes the project footprint by upsizing pipes only within their existing alignments. The disadvantages of Alternative 1A is there are areas that require upsizing to 2- and 3-barrel pipes, which could be challenging in an already congested right-of-way, and it requires the largest number of pipes needing to be upsized among all the alternatives. Additionally, because Alternative 1A does not include detention, the pipes must be increased to even larger sizes than in the other alternatives. The cost of Alternative 1A is the third highest out of the four alternative options. The cost analysis can be found in Section 5.5.

5.3.2 Alternative 1B

Alternative 1B is upsizing pipes with proposed alignments. There are three possible locations for the proposed alignments: along Lake Avenue near Central High School (HS), along Madison Street near Neumann High School, and along West Arroyo Avenue near Bessemer Elementary School. The proposed alignment along Lake Avenue is aligning along existing manholes. However, the pipe sizes are too large for the existing manholes and will need to be replaced. The Lake Avenue and Madison Street alignments tie into an existing outfall also modeled. This preserves the Summit

and Routt systems from combining at Washington Street and only having 1 outfall location by I-25, which was a driving factor for significant pipe size increases. In this alternative, the existing I-25 outfall would then have a tributary area of 164 acres, the proposed Henkel Park outfall has a tributary area of 1,094 acres, and the proposed Arroyo outfall has a tributary area of 313 acres. Eleven proposed pipes are added and 41 existing pipes must be upsized. Of the 41 upsized pipes, 11 must be increased to 2 barrels and 4 must be increased to 3 barrels. Additionally, 3 pipes are abandoned because their flows are diverted to proposed pipes. There is 27,766 feet of existing pipe with 19,944 feet that need to be upsized and 1,334 feet that are abandoned with the proposed alignments. The total length of all the proposed pipes is 7,902 feet. The following figure shows all the pipes modeled with the proposed alignments. The green pipes are proposed pipes, the blue pipes are upsized existing pipes, the red pipes are abandoned existing pipes and the grey pipes are existing pipes with no changes.

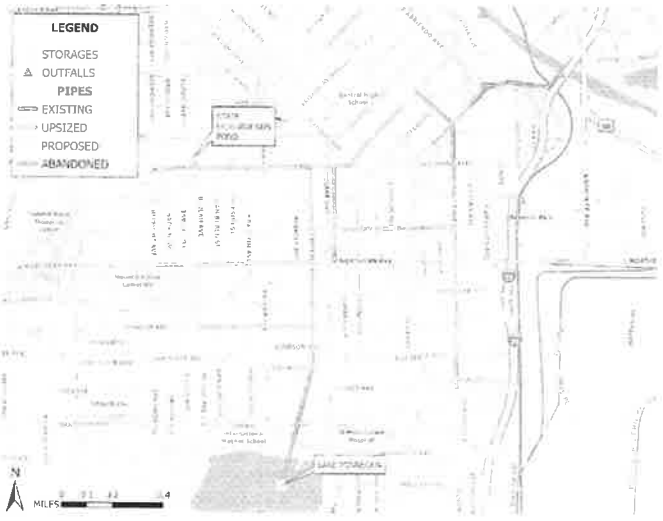


Figure 5-2. Alternative 1B Upsized Pipes in Proposed Alignments

The advantage of Alternative 1B is that the pipes downstream of the Routt Avenue and Washington Street intersection do not require upsizing because proposed alignments along Summit Avenue, Lake Avenue, and Arroyo Avenue to the I-25 crossing divert flow. In contrast, Alternatives 1A and 2A both require upsizing in this area. The disadvantages of Alternative 1B are even though these new alignments reduce downstream capacity demands, they increase the overall project footprint of the storm network and still include locations that require 2- and 3 barrel pipes. Pipe sizes in Alternative 1B are larger compared to Alternatives 2A and 2B because of the lack of detention within the drainage boundaries. The cost of Alternative 1B is the highest out of the four alternative options. The cost analysis can be found in Section 5.5.

5.4 RESULTS FOR ALTERNATIVE 2: ADDING DETENTION

5.4.1 Alternative 2A

Alternative 2A utilized adding detention and upsizing pipes in their existing alignments. Two possible detention locations are identified along the existing alignments. The first is at the Central Park High School baseball field in the Routt 13 subbasin with a required maximum capacity of 27.0 acre-feet. The following figure shows the proposed location and maximum extents of the detention facility.

Figure 5-3. Central High School Baseball Detention

The second is at the Stauter baseball field in the Abriendo 01 subbasin with a required maximum capacity of 36.1 acre-feet. The following figure shows the proposed location and maximum extents of the detention [illegible]

Figure 5-4. Stauter Field Detention

The following tables show the storage data for the minor and major events at each location

Table 5-3. Alternative 2A Central Park High School Storage

Storm Event	Inflow [cfs]	Outflow [cfs]	Max Volume [af]
Minor Event	402	178	16 5
Major Event	672	178	27 0

Table 5-4. Alternative 2A Stauter Field storage

Storm Event	Inflow [cfs]	Outflow [cfs]	Max Volume [af]
Minor Event	306	149	26 1
Major Event	505	149	36 1

With added detention 37 pipes need to be upsized out of the 58 pipes in the model Of the 37 upsized pipes, 7 need to be increased to 2 barrels and 5 need to be increased to 3 barrels Adding detention reduced the number of upsized pipes in the existing alignment from 44 to 37 The length of the upsized pipes is 20,162 feet, and the length of the proposed pipes for detention is 857 feet There are also 1,030 feet of abandoned pipe due to the proposed detention The following figure shows the locations of storages as green squares proposed pipes in green, upsized pipes in blue, abandoned existing pipes in red and pipes with no changes in grey

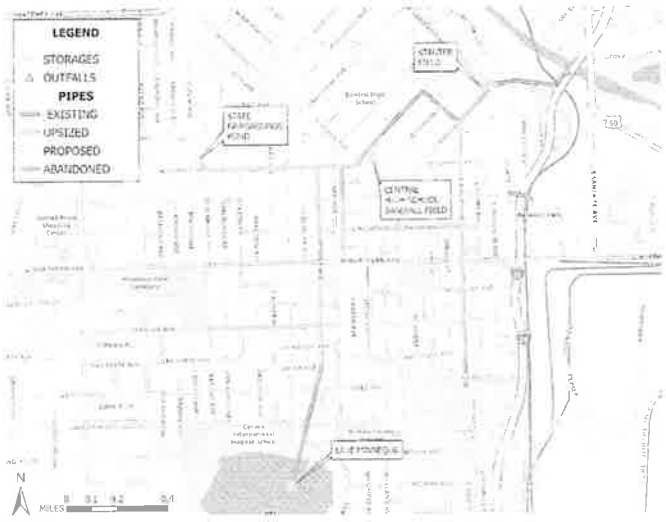


Figure 5-5. Alternative 2A: Added Detention with Upsized Pipes in Existing Alignments

The advantage of Alternative 2A is a minimal project footprint similar to Alternative 1A, but with added detention The project footprint is slightly larger than Alternative 1A due to the added detention but the detention helps to limit the required upsizing in the downstream pipes The Central High School Baseball Field is the more impactful detention location as it is further upstream in the storm water system than Stauter Field, allowing it to provide greater relief to more of the downstream storm system The disadvantages of Alternative 2A are similar to the previous alternatives such that upsizing pipes to 2 and 3 barrels are still necessary The cost of Alternative 2A is the second highest out of the 4 alternative options The cost analysis can be found in Section 5 5

5 4 2 Alternative 2B

Alternative 2B is adding detention and upsizing pipes in proposed alignments Four possible locations for detention were identified for this alternative with added detention and the proposed alignments Two locations were the same

as the existing alignments: the Central Park High School baseball field and Stauter Field. Two additional locations were identified at Minnequa Park in the Routt 06 subbasin and Henkel Park near the Abriendo 02 subbasin. The tributary area for the Henkel Park detention is 383 acres, for the I-25 outfall is 164 acres, and for the Bessemer neighborhood outfall is 577 acres. The detention at the Central Park High School baseball field required a maximum capacity of 10.9 acre-feet, and the detention at Stauter Field required a maximum capacity of 1.5 acre-feet. The detention at Minnequa Park required a maximum capacity of 11.3 acre-feet. The following figure shows the proposed location and maximum extents of the detention facility.

Figure 5-6. Minnequa Park Detention

The detention at Henkel Park required a maximum capacity of 8.2 acre-feet. The following figure shows the proposed location and maximum extents of the detention facility.

Figure 5-7 Henkel Park Detention

The following tables show the storage data for the minor and major events at each location.

Table 5-5 Alternative 2B Central Park High School Storage

Storm Event	Inflow [cfs]	Outflow [cfs]	Max Volume [af]
Minor Event	134	70	9.2
Major Event	151	77	10.9

Table 5-6, Alternative 2B Stauter Field Storage

Storm Event	Inflow [cfs]	Outflow [cfs]	Max Volume [af]
Minor Event	43	21	1.3
Major Event	54	28	1.5

Table 5-7, Alternative 2B Minnequa Park Storage

Storm Event	Inflow [cfs]	Outflow [cfs]	Max Volume [af]
Minor Event	191	74	7.5
Major Event	260	74	11.3

Table 5-8. Alternative 2B Henkel Park Storage

Storm Event	Inflow [cfs]	Outflow [cfs]	Max Volume [af]
Minor Event	151	57	7.2
Major Event	151	57	8.2

Within the existing alignment, eighteen proposed pipes were added, six pipes were abandoned, and 30 pipes were upsized in Alternative 2B. Of the 30 upsized pipes, 5 needed to be increased to 2 barrels and none needed to be increased to 3 barrels. The length of the upsized pipes is 14,668 feet, the length of proposed pipes is 11,541 feet, and the length of abandoned pipes is 2,728 feet. The following figure shows the locations of storage areas as green squares, proposed pipes in green, upsized pipes in blue, abandoned pipes in red, and pipes with no changes in grey.

Figure 5-8. Alternative 2B: Added Detention with Upsized Pipes in Proposed Alignments

The advantages of Alternative 2B are it requires the fewest upsized pipes, and, unlike the other alternatives, it does not require any 3-barrel pipes while using the fewest 2-barrel pipes. The upsized pipes in Alternative 2B are also smaller in diameter than those in all other alternatives due to the additional detention opportunities including upstream detention at Minnequa Park and the Central Park High School Baseball Field. The disadvantage of Alternative 2B is it has the largest overall project footprint with the greatest total length of proposed pipe and greatest number of detention locations due to new pipe alignments along Summit Avenue, Lake Avenue, Arroyo Avenue to the I-25 crossing, and to Minnequa Park. The cost of Alternative 2B is the lowest out of the 4 alternative options. The cost analysis can be found in Section 5.5.

The following table summarizes the changes required in each of the alternatives to meet all the general design criteria and assumptions.

Table 5-9. Summary of Alternative Elements

Alternative	Upsized Pipes	Proposed Pipes	Abandoned Pipes	Proposed Detention
1A Existing Alignments No Detention	44 Length = 24,427 feet	0	0	0
1B Proposed Alignments No Detention	41 Length = 19,944 feet	11 Length = 7,902 feet	1 Length = 1,854 feet	0
2A Existing Alignments With Detention	37 Length = 20,162 feet	4 Length = 857 feet	2 Length = 1,030 feet	2 Storage = 63.1 af
2B Proposed Alignments With Detention	30 Length = 14,668 feet	18 Length = 11,541 feet	6 Length = 2,728 feet	4 Storage = 31.9 af

5.5 ALTERNATIVE COSTS

The UD-MP Cost workbook, version 2.2, is used to estimate the costs for each alternative. The MHFD developed the UD-MP Cost workbook to aid in determining costs for master planning. The costs are determined using the most recent Construction Cost Index (CCI) published by the Colorado Department of Transportation (CDOT).

5.5.1 CCI Settings

The most recent CCI is 2,349 for quarter 1 of 2025. The CCI is a metric used to evaluate trends in construction costs over time. The CCI is developed by CDOT by comparing current bid prices against historical data for standard construction items.

5.5.2 Project Drainageways and Reach Index

Each alternative has specific project drainageways based on the subbasins, pipe alignments, and outfall locations. Alternatives 1A and 2A have drainageways Carteret, Summit, and Routt. Alternatives 1B and 2B have drainageways Carteret, Summit, Routt, and Arroyo. Typically, a drainage way has multiple reach indexes to separate major storm systems, however, due to the size of this analysis each drainageway has one reach index where the quantities for pipe lengths and size, detention size, and manholes are determined to estimate the total cost for each drainageway. The pipe lengths and sizes are from the SWMM model for each alternative. The size of the detention facility is from the minimum volume during the major storm event. The manhole quantities from the storm manhole point data in GIS since not all manholes are modeled in SWMM. The following figures show how the drainageways are separated for each alternative.

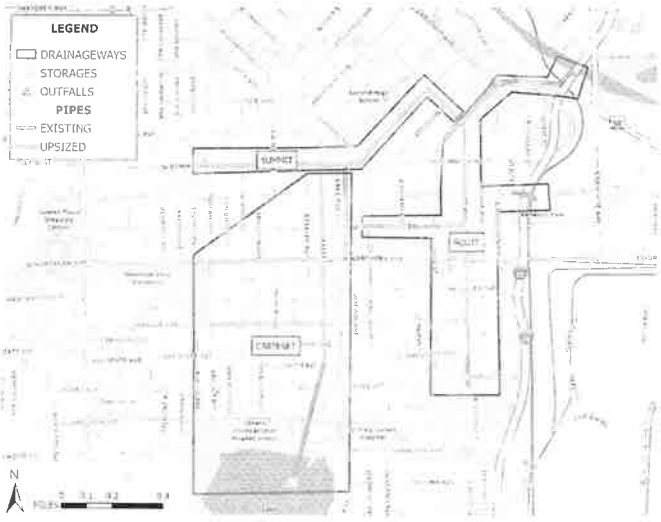


Figure 5-9. Alternative 1A Drainageways

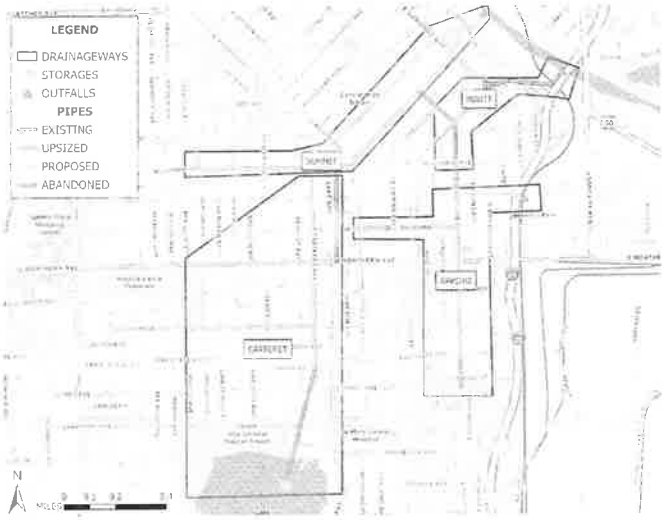


Figure 5-10. Alternative 1B Drainageways

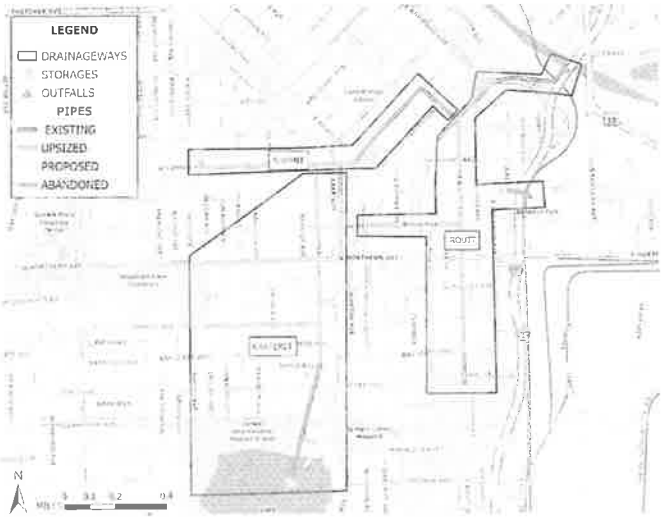


Figure 5-11. Alternative 2A Drainageways

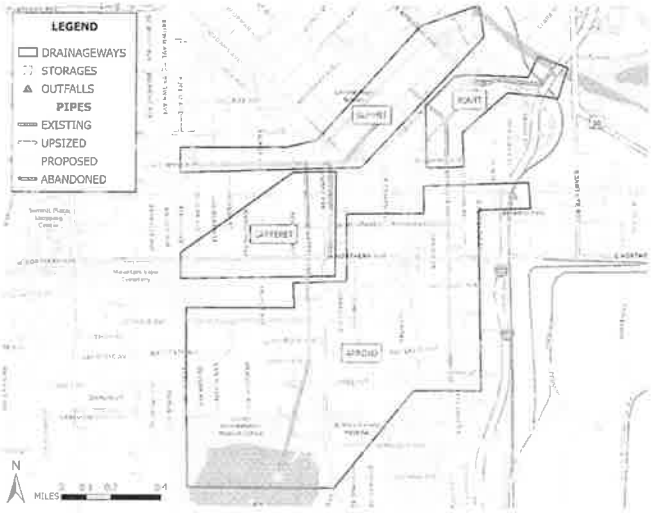


Figure 5-12. Alternative 2B Drainageways

5.5.3 Cost Breakdown

The UD BP Cost workbook tables can be found in Appendix G. The following table shows the total costs for each drainageways for all the alternatives.

Table 5-10. Alternatives Cost Breakdown

Drainageways	Alternative 1A	Alternative 1B	Alternative 2A	Alternative 2B
Cantwell	$23,500,000	$23,500,000	$13,500,000	$1,100,000
Summit	$15,200,00	$1,200,000	$12,900,000	$10,000,000
Routt	$16,400,00	$0	$18,200,000	$1,200,000
Arroyo		$19,400,000		$22,000,00
Total	$45,000,00	$47,100,000	$45,200,000	$34,300,000

The Arroyo drainageway is not included in Alternative 1A and 2B, therefore no costs are associated with that drainageway under those alternatives. The Routt drainageway under Alternative 1B has no proposed changes resulting in zero associated costs.

5.5.4 Selected Alternative

The City selected three components of Alternative 2B to advance into conceptual design. The primary focus will be the Summit Avenue realignment with above ground detention at Henkel Park, supplemented with designs for underground detention at the Central High School Baseball Field and the Routt Avenue system realignment to I-25. The following figure shows the selected alternative components.

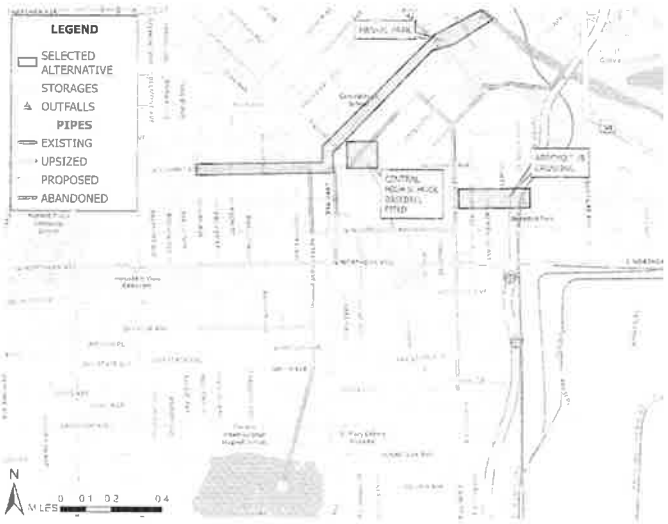


Figure 5-13. Selected Alternatives

6 CONCEPTUAL DESIGN OF SELECTED PLAN

6.1 CONCEPTUAL DESIGN OVERVIEW

The goal of this Drainage Improvement Plan is to provide the City of Pueblo with the information necessary to strategize capital improvements within the State Fair and Bessemer Neighborhood. The Drainage Improvement Plan seeks to eliminate the impacts of flooding on roadways, public infrastructure, and private property. The goals are achieved through two major methods:

- Reduction of peak flows through detention
- Ensuring pipes are adequately sized for the 10-year flood event to meet the major event capacity of the street

The resulting impacts are reductions in flood risks for buildings, roadways, and properties. Section 6.4 describes the selected conceptual design projects in detail. The following figure shows the overview of the conceptual design.

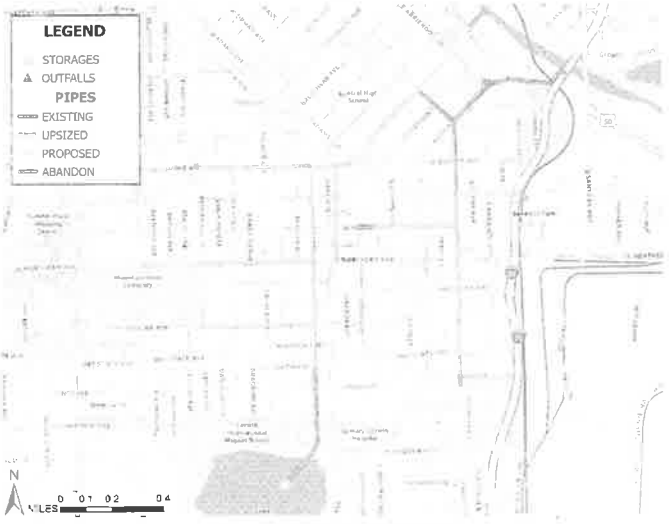


Figure 6-1. Conceptual Design Overview

6.2 DESIGN CRITERIA

The MHFD USDCM and the City of Pueblo Stormwater Drainage Criteria Manual (released April 2023) guided the conceptual design analysis. For some design situations, no specific criteria are available. In this case, criteria are developed and implemented based on engineering judgement, knowledge of the study area, and anticipation of future needs in the drainage way. Below is a discussion of the criteria used to develop the conceptual design.

- Storm Events
  - Minor Event: 5-year
  - Major Event: 10-year
- Detention
  - Maintain a 12 hour drain time for the water quality capture volume (WQCV) as well as assume a drain time of 97% for the 5-year event with 72 hours, per Colorado Revised Statute (CRS) 37-92-602 (8)
  - Assume minimum basin bottom slope of 2% to allow for drainage to pond trickle channel
  - Assume minimum trickle channel slope of 0.5% to allow for drainage to pond outlet
  - Assume a maximum detention basin side slope of 4:1

The stage storage curves for the proposed detention can be found in Report Appendix I. The conceptual design model utilizes dynamic wave routing. Kinematic wave is a simpler routing method because it neglects backwater effects. Dynamic wave provides more accurate routing because it better captures the effects of backwater, storage, and surcharging and thus a better routing method for the conceptual design. The SWMM junction results and SWMM conduit results can be found in Appendix J.

6.3 COST ESTIMATE SUMMARY

The cost estimate for the State Fair and Bessemer Drainage Improvement Plan utilizes equations from MHFD's UD-MP Cost workbook, version 2.2, to calculate the capital construction, operations, and maintenance costs. However, unit prices provided by the City were used in place of the default values included in the UD-MP Cost workbook to achieve a more accurate estimate for the area. For items requiring prices not provided by the City the default values in the cost workbook were used. For the Central Park High School underground detention, a cost estimate was provided by StormTrap. See Report Appendix H for specific cost information provided by the City and StormTrap.

A summary of conceptual design capital construction cost estimates by project is provided in Table 6-1. A detailed cost estimate breakdown by project is provided in Section 6.4.

Table 6-1. Conceptual Design Improvement Costs Estimate Summary by Project

Reach	Capital	Engineering	Legal /Administrative	Contract /Admin /CM	Contingency	Total Capital Cost
Summit Avenue Realignment	$3,740,605 43	$561,090 81	$187 030 27	$374,060 54	$935 151 36	$5,797,938.41
Central Park HS Baseball Field Detention	$12 039,118 73	$1,805,867 82	$601,955 94	$1,203 911 88	$3 009,779 69	$18 660,634.09
Arroyo Outfall	$1,490,526 40	$223,578 96	$74 526 32	$149,052 64	$372 631 60	$2,310,315.92
Totals	$17,270,250.60	$2,590,537 59	$863,512.53	$1,727,025 06	$4,317 562.65	$26,768,888.42

6.4 CONCEPTUAL DESIGN DESCRIPTION

The following sections contain information on improvements presented in this Drainage Improvement Plan on a project improvements basis. The associated costs estimates are separated by project

6 4 1 Summit Avenue Realignment

The proposed improvements for the Summit Avenue realignment include upsizing pipes along Summit Avenue, separating the Summit Avenue and Carteret Avenue System into independent systems, realigning the system down Lake Avenue, and constructing a water quality pond at the end of the Summit Avenue system The pond will be located at Henrich Park and provide treatment of stormwater prior to discharging into the Arkansas Rive

See Report Appendix K for the conceptual design of the Summit Avenue Realignment See Table 6 2 for the cost estimate summary for the Summit Avenue Realignment

Table 6-2. Cost Estimate Summary for the Summit Avenue Realignment

Item Description	Unit of Measure	Quantity	Unit Cost	Total Cost
Remove Existing Pipe and Replace w/30" High Performance Polypropylene Pipe Greater than 8' Deep	LF	355	$304 30	$108,026 50
Remove Existing Pipe and Replace w/36" High Performance Polypropylene Pipe Greater than 8' Deep	LF	4346	$331 67	$1,441,137 82
Remove Existing Pipe and Replace w/48" High Performance Polypropylene Pipe Greater than 8' Deep	LF	948	$445 00	$421,860 00
Remove Existing Pipe and Replace w/60" High Performance Polypropylene Pipe Greater than 8' Deep	LF	1208	$610 00	$736,880 00
Remove and Replace 5 ft Dia Standard Manhole	EA	17	$6,543 67	$111,242 39
Remove and Replace 8 ft Dia Standard Manhole	EA	4	$7 513 67	$30,054 68
Remove and Replace >6 ft Dia Manhole Per Appropriate Size from CDOT Standard Plan No M-604-20	EA	6	$14,760 00	$88,56) 00
Detention (Complete in-Place	AC FT	4	$109 294 00	$437 176 00
Headwall 60"	EA	1	$3 851 00	$3 851 00
Wingwalls 60"	EA	1	$21,462 00	$21,462 00
Subtotal of Capital Improvement Costs				$3,100,550.19
Additional Capital Improvement Costs (percentage of Subtotal of Capital Improvement Costs				
Mobilization			5	$170 027 52
Stormwater Management and Erosion Control			5%	$170,027 52
Subtotal Additional Capital Improvement Costs				$3,740,605.43
Other Costs (percentage of Subtotal Additional Capital Improvement Costs)				
Engineering			15	$561,090 81
Legal and Administrative			5	$187 030 27
Contract Admin and Construction Management			10	$374,060 54
Contingency			25	$935,151 36
Total Capital Improvement Costs				$5,797,938.41

6.4.2 Central Park High School Baseball Field Detention

The proposed improvement for the Central Park High School Baseball Field Detention is to install an underground detention system beneath the baseball field. The system is designed to fit entirely within the outfield area, avoiding any construction below the infield. It will provide 23.2 acre-feet of storage and is sized to detain the major storm event.

See Report Appendix K for the conceptual design of the Central Park High School Baseball Field Detention which includes preliminary plan and details of the Doubletrap detention system provided by StormTrap*. See Table 6-3 for the cost estimate summary for the Central Park High School Baseball Field Detention. Cost estimate correspondence with StormTrap* has been provided in Appendix H.

Table 6-3. Cost Estimate Summary for the Central Park High School Baseball Field Detention

Item Description	Unit of Measure	Quantity	Unit Cost	Total Cost
StormTrap precast delivery, and installation oversight	LS	1	$6,770,000.00	$6,770,000.00
Earthwork	CY	54,300	$40.00	$2,180,000.00
Install Cost*	CF	1,009,464	$2.25	$2,271,294.00
6" thick Aggregate Base Course	CY	1,812	$49.95	$91,508.40
Backfill	CY	6,121	$25.00	$152,925.00
Subtotal of Capital Improvement Costs				**$11,465,827.40**
Additional Capital Improvement Costs (percentage of Subtotal of Capital Improvement Costs)				
Stormwater Management and Erosion Control		5%		$573,291.37
Subtotal Additional Capital Improvement Costs				**$12,039,118.77**
Other Costs (percentage of Subtotal Additional Capital Improvement Costs)				
Engineering		15%		$1,805,867.82
Legal and Administrative		5%		$601,955.94
Contract Admin and Construction Management		10%		$1,203,911.88
Contingency		25%		$3,009,779.69
Total Capital Improvement Costs				**$18,660,634.09**

*Install cost is per cubic foot of storage

6.4.3 Arroyo Outfall

The proposed improvement for the Arroyo Outfall involves abandoning the existing storm system along Routt Avenue between the Arroyo Avenue and Summit Avenue intersections. Stormwater flow will then be diverted eastward through a new pipe alignment to a proposed outfall at Salt Creek. The proposed pipe will have a diameter of 6 feet and will be constructed at a 0.5 % slope.

See Report Appendix K for the conceptual design of the Arroyo Outfall. See Table 6-4 for the cost estimate summary for the Arroyo Outfall.

Table 6-4. Cost Estimate Summary for the Arroyo Outfall

Item Description	Unit of Measure	Quantity	Unit Cost	Total Cost
Remove Existing Pipe and Replace w/72" Reinforced Concrete Pipe Greater than 8' Deep	LF	1464	$863.00	$1,263,432.00
Remove and Replace >6 ft Dia. Manhole Per Appropriate Size from CDOT Standard Plan No. M-604-20	EA	4	$14,760.00	$59,040.00
Reader 72"	EA	1	$4,613.00	$4,613.00
Wingwalls 72"	EA	4	$17,914.00	$27,914.00
Subtotal of Capital Improvement Costs				**$1,355,033.00**
Additional Capital Improvement Costs (percentage of Subtotal of Capital Improvement Costs)				
Mobilization		5%		$67,751.20
Stormwater Management and Erosion Control		5%		$67,751.20
Subtotal Additional Capital Improvement Costs				**$1,490,536.40**
Other Costs (percentage of Subtotal Additional Capital Improvement Costs)				
Engineering		15%		$223,578.96
Legal and Administrative		5%		$74,526.32
Contract Admin and Construction Management		10%		$149,052.64
Contingency		25%		$372,631.60
Total Capital Improvement Costs				**$2,310,315.92**

7 DRAINAGE IMPROVEMENT PLAN CONCLUSION

This report addresses the stormwater goals and priorities of the City of Pueblo as outlined in Section 1.1. The Drainage Improvement Plan defines strategies to improve drainage and conveyance near the State Fair grounds and the Bessemer neighborhood to reduce the impacts of flooding. These recommendations address drainage issues identified from SWMM model results, evaluate known drainage problems, and address locations without sufficient drainage. The Drainage Improvement Plan provides conceptual level cost estimates for implementing the recommended improvements.

The Drainage Improvement Plan is intended to serve as a proactive planning tool to guide the allocation of City funds and resources for future stormwater management. JR-UEC recommends advancing the concept level design into full construction documents. The next phase will include refined designs, more comprehensive hydraulic analyses, and updated cost estimates.

JR-UEC acknowledges the invaluable help and support in the preparation of this report given by the City of Pueblo staff.

REPORT APPENDIX A: PROJECT MEETING MINUTES

MINUTES
PUEBLO
STATE FAIR AND BESSEMER NEIGHBORHOOD MDP

Progress Meeting
Thursday, December 12, 2024
2:00 pm -2:45 pm

1.0 ATTENDEES

Melissa Bryant / RESPEC	X	Noah Stamm / City of Pueblo	X
Michelle Hopkins / RESPEC	X	John Sakariason / City of Pueblo	X
Justin Keller / RESPEC	X	Eathan Maranto / City of Pueblo	
CJ Lehto / RESPEC		Jeff Hawkins / City of Pueblo	X
		Andrew Hayes / City of Pueblo	
		Chuck Roy / City of Pueblo	X

2.0 MEETING MINUTES

2.1 DEMO FOR TEAMS

RESPEC has set up MS Project within the teams channel to show schedule. Noah was having issues accessing the teams channel. Further troubleshooting will be done offline.

2.2 SUBBASIN REVIEW

The subbasins are colored according to the major basin that they are a part of. Major basins correspond to the different storm trunk lines or outfall locations:

- Arkansas outfall in blue
- Abriendo system in yellow
- Routt system in orange (project focus area)
- Mesa Junction system in green
- Summit system in cyan (project focus area)
- Carteret system in red (project focus area)
- Bessemer ditch in gray (does not join storm system)
- Lake Minnequa system in purple

The triangle symbol represents each subbasin's design point, where runoff enters the storm sewer. Noah has downloaded the geodatabase with subbasin delineations and symbology and will review them.

Figure of Major Basins

2.2.1 BESSEMER DITCH SUBBASINS

- Some of these gray subbasins will be removed from the hydraulic modeling since they do not enter the storm system
- The streets crossing the ditch have curb & gutter
- RESPEC to review the Bessemer Ditch subbasins where flows may be crossing the ditch in the street's curb & gutter

2.2.2 LAKE MINNEQUA BASIN

Basin is 7.4 sq miles (4,736 acres):

- Subbasin will be included in hydraulic analysis since it could impact the whole system
- Stream stats for Hydrology information
- CUHP for hydrograph

Stage-storage table:

- Likely included in technical appendix of 2007 MDP
- Higher lake stages can be with available topography data

Stage-discharge table

- Likely included in technical appendix of 2007 MDP
- Will use mannings equation with pipe information to create stage-discharge relationship

2.2.3 ARROYO ST DRAINING EAST UNDER I-25

- Add subbasins back into model
- Alternative to look into
  - Upsize this offsite system to take Routt's runoff and discharge under I-25 to large swale

2.3 ADDITIONAL ITEMS

Goals:

- Keep state fairgrounds from flooding
- Include options that the City has thought about for further investigation:
  - Areas of detention in City owned parcels
  - Routing the upstream Routt system into Arroyo's trunkline that goes under I-25 and outfalls into a swale

2007 MDP: The technical appendices were not included on the City's website. Noah is working on getting those scanned and sent to RESPEC. They mostly contain XP Storm outputs. Michelle is hoping that they include Lake Minnequa's stage-storage-discharge relationship.

Potential detention areas: RESPEC to add parcels owned by the City to view during next meeting.

Survey: Once SurvWest sends the information to Pueblo, Eathan will be enter the data into their system and send to RESPEC via shapefile.

Modeling software: the City would prefer a different software than Innovyze be used. This will not be a problem for RESPEC. The XP Storm output from the 2007 MDP is likely not reliable.

2.4 NEXT STEPS AND TIMELINE

Storm events to be modeled:

- 2-year
- 5-year
- 10-year
- 25-year
- 100-year

Next step is to finish Hydrology modeling with the subbasin delineations as shared. Then create hydraulic model once surveying is processed.

3.0 ACTION ITEMS

RESPEC

- To clean up subbasin boundaries
- Set up meeting with accounting for invoice adjustments
- Help troubleshoot MS Project in teams so Pueblo has access
- Add City owned parcel's to GIS

Pueblo

- Review general subbasin boundaries
- Finish scanning the 2007 MDP's technical appendices and send to Michelle

AGENDA
PUEBLO
STATE FAIR AND BESSEMER NEIGHBORHOOD MDP

Progress Meeting
Thursday, January 16, 2025
10:00 -11:00

1.0 ATTENDEES

Melissa Bryant / RESPEC	X	Eathan Maranto / City of Pueblo	X
Michelle Hopkins / RESPEC	X	Jeff Hawkins / City of Pueblo	X
Justin Keller / RESPEC	X	Andrew Hayes / City of Pueblo	
CJ Lehto / RESPEC		Chuck Roy / City of Pueblo	
Noah Stamm / City of Pueblo	X	Kurt Patrick / City of Pueblo	
John Sakariason / City of Pueblo	X		

2.0 PROJECT GOALS

- Perform a detailed hydrologic and hydraulic analysis of the overall contributing drainage basin, develop a model for different design storm events, and identify flood problems throughout the basin.
- Feasible design improvements to mitigate flooding problems throughout the State Fairgrounds and Bessemer Neighborhood Basin.
- Explore options for the following major storm systems:
  - Summit Avenue Storm System
  - Carteret Avenue Storm System
  - Routt Avenue Storm System

3.0 MEETING MINUTES

3.1 2D MODEL APPROACH

Very few combined 1D/2D models currently available. We have met with others in our office and have decided to use PCSWMM. If PCSWMM becomes too encumbered by the 2D modeling, we can pivot to HEC-RAS for the 2D surface component.

3.2 POTENTIAL DETENTION AREAS

Justin to share the GIS map with City owned parcels and Superfund site boundary. Several of the City owned parcels are not feasible for stormwater detention: too small of parcel, in the upstream portion of watershed, or not suitable for use as detention (cemetery).

Stauter Field is best candidate for detention.

What considerations should we anticipate for areas within the Superfund site? Will disturbed soils from future sewer improvements need to be disposed of or treated? Most likely yes, the EPA should be asked to provide direction.

3.2.1 SITE VISIT

- Lake Minnequa outlet & old pump house
- Bessemer Ditch & Mesa Ave
- Stauter Field
- Potential outfall for Arroyo St at the Arkansas

Site visit photos are located on the teams channel under 05 SITE VISIT:
20250116 SITE VISIT

3.3 ADDITIONAL ITEMS

Bessemer Irrigating Ditch Company is generally easy to work with if projects include improvements to the ditch. RESPEC to verify if the ditch can take stormwater in the project area.

Pueblo Water owns Saint Charles Reservoir Number 2 and Number 3. There is an HDPE pipeline that runs from these lakes to Lake Minnequa.

Major problem areas:

1. E ABRIENDO AVE AND MCCULLEY AVE
   The intersection at E Abriendo Ave and McCulley Ave regularly floods (largest complaint area).
   Option for City to purchase nearby lots to create detention area, see image below.

Flooding intersection circled in red and lots that could be purchased circled in blue.

2. ENTIRE SUMMIT AVE (site visit)
   One foot of flooding at Beulah every year generally during the state fair. The City gets calls from the owner 3 houses south of the intersection.
3. W MESA AVE AND E ORMAN AVE NEAR "STEEL CITY DOGS" (site visit)
   Steel City Dogs (permanently closed restaurant) is owned by a City Council Member who joined to rectify the flooding issue. Potential for stormwater to be directed into Bessemer ditch via curb cut to alleviate flooding.

3.4 NEXT STEPS AND TIMELINE

We plan to have hydrology done by next progress meeting.

3.4.1 SURVEY

SurvWest came down on Tuesday and had a hard time surveying the inlets with the ice buildup. They will be back mid next week to see now the conditions are after the snow and freezing temperature forecast for this weekend and early next week.

4.0 ACTION ITEMS

RESPEC

- Set up meeting to review subbasins with Noah and John
- Finish hydrology to review next progress meeting

Pueblo

- Review general subbasin boundaries
- Send Lake Minnequa subbasin shapefile to RESPEC

MINUTES
PUEBLO
STATE FAIR AND BESSEMER NEIGHBORHOOD MDP

Progress Meeting
Thursday, February 13, 2025
2:00 - 2:50

1.0 ATTENDEES

Melissa Bryant / RESPEC	X	Eathan Maranto / City of Pueblo	
Michelle Hopkins / RESPEC	X	Jeff Hawkins / City of Pueblo	
Justin Keller / RESPEC	X	Andrew Hayes / City of Pueblo	
CJ Lehto / RESPEC		Chuck Roy / City of Pueblo	X
Noah Stamm / City of Pueblo	X	Kurt Patrick / City of Pueblo	
John Sakariason / City of Pueblo	X		

2.0 PROJECT GOALS

1. Perform a detailed hydrologic and hydraulic analysis of the overall contributing drainage basin, develop a model for different design storm events, and identify flood problems throughout the basin.
2. Feasible design improvements to mitigate flooding problems throughout the State Fairgrounds and Bessemer Neighborhood Basin.
3. Explore options for the following major storm systems:
   - Summit Avenue Storm System
   - Carteret Avenue Storm System
   - Routt Avenue Storm System

3.0 MEETING MINUTES

3.1 HYDROLOGY

3.1.1 REVIEW REFINED SUBBASINS

RESPEC to verify separation to the ditch in delineations. In GIS package, red lines are centroid length and yellow lines are longest flow path. The impervious, soils, and elevation are GIS layers used as input parameters for the CUHP analysis.

3.1.2 AREA CORRECTION ASSUMPTIONS

Michelle walked through MHFD area correction – explained depth area corrections; larger than 15 square miles. The logic behind this method takes into account the size of storm cell. MHFD assumes that smaller events (2-, 5-, 10-, and 25-year) fall entirely within the storm cell. The 100-year storm events span much larger than 15 square miles. We are confident that MHFD would agree a depth area correction is not necessary for this project.

3.1.3 CUHP HYDROLOGY RESULTS

All subbasin results fell within the typical range for developed watershed. Typical flowrate per acre is 2 to 6 cfs/acre. Some slopes are low: 0.1% is very low. RESPEC will verify with survey RIM elevations, but the City believe the slopes are that flat in old parts of Pueblo.

The percent imperviousness were developed by zoning and associated imperviousness based MHFD's table. In general, we tried to be more conservative with weighted values for imperviousness. The soils data used was NRCS soil data brought in as a GIS layer and weighted values across the subbasins.

Justin verified we used City's criteria Ch 5 table 5.1 for rainfall depths.

Some general flow results for the 100-year event is 2 cfs for an 11 acre subbasin.

3.2 ADDITIONAL ITEMS

Survey updates: SurvWest has only surveyed 55 structures. Sue is pushing to get out this week. Project team originally assumed survey would be done by beginning of February. From Sue, "Just wanted to give you an update. We are at 55+/- structures complete. The weather is not cooperating, and we have more next week. I will send you a progress spreadsheet early next week once I review it. I have the crews slated to be out next week but its not looking good for weather on Tuesday & Wednesday. We will keep pushing through any weather windows to get progress."

RESPEC initially planned for SWMM model to take 3 months to create and finalize, but want to wait until we have survey. RESPEC will speed up the model creation to take less than 3 months to make up for delayed survey schedule.

Michelle discussed how the 2D modeling is part of looking at alternatives rather than baseline hydrology. RESPEC requests using Task 2 dollars for 2D modeling as alternatives are developed. Noah mentioned hopes for phase I having a full picture and wants to have visual for when they present to council.

3.3 NEXT STEPS AND SCHEDULE

3.3.1 SURVEY

Initial schedule assumed surveying would be completed by the beginning of February.

Noah is concerned about some of the manholes being difficult to survey – no steps in manholes, full of sediment, etc. He thought they would use harnesses or rods, but hasn't seen that so far. He would like to see data as SurvWest is collecting it so City can catch issues ahead of time.

3.3.2 SCHEDULE

Our next step of completing the SWMM model is dependent on when we receive the survey information in GIS. Originally schedule assumed 3 months for creating and finalizing the SWMM model which can be streamlined to stay on budget and schedule.

Looking to start SWMM model in April. Melissa will verify with Sue about schedule.

To address Noah's concern, Justin mentioned if we don't get survey data needed; may assume 0.5% slopes in areas, but will touch base with City

4.0 ACTION ITEMS

RESPEC

- To get a surveying update from SurvWest
- Upload the CUHP and updated subbasins package to the sharefile

MINUTES
PUEBLO
STATE FAIR AND BESSEMER NEIGHBORHOOD MDP

Progress Meeting
Thursday, March 13, 2025
2:00 – 2:30

1.0 ATTENDEES

Melissa Bryant / RESPEC	X	Eathan Maranto / City of Pueblo	
Michelle Hopkins / RESPEC	X	Jeff Hawkins / City of Pueblo	
Justin Keller / RESPEC		Andrew Hayes / City of Pueblo	
CJ Lehto / RESPEC		Chuck Roy / City of Pueblo	
Noah Stamm / City of Pueblo	X	Kurt Patrick / City of Pueblo	
John Sakariason / City of Pueblo	X		

2.0 PROJECT GOALS

1. Perform a detailed hydrologic and hydraulic analysis of the overall contributing drainage basin, develop a model for different design storm events, and identify flood problems throughout the basin.
2. Feasible design improvements to mitigate flooding problems throughout the State Fairgrounds and Bessemer Neighborhood Basin.
3. Explore options for the following major storm systems:
   - Summit Avenue Storm System
   - Carteret Avenue Storm System
   - Routt Avenue Storm System

3.0 MEETING MINUTES

3.1 PROJECT DELIVERABLES

3.1.1 PHASE 1: BASELINE HYDROLOGY & HYDRAULICS

RESPEC will continue to work on through phase 2 items: inlet information, DIP information, as-built information, etc. Pulling together storm network in SWMM as we start getting into alternatives analysis phase.

Modeling crucial assets for repair and replacement. Targeting specific pipes, inlets, and detention solutions will be included in the alternative analysis phase. Detention analysis we started but is technically a part of phase 2.

Deliverables:

- H&H models
- Report for H&H narrative as deliverable (charged to Final Master Plan)

Add note to invoice on anything outside of Phase 1. RESPEC to meet and discuss which hours should be shifted.

3.1.2 PHASE 2: ALTERNATIVE ANALYSIS

Identifying problem areas has started. Where and how much detention will be developed will be a part of this phase.

3.1.3 PHASE 3: CONCEPTUAL DESIGN

Building on final master drainage report. Identifying alternative that Pueblo selects for 30% plans.

3.2 NEXT STEPS AND SCHEDULE

3.2.1 SURVEY

Approximately 175 structures have been surveyed out of 320 structures. They will be doing 811s next week with traffic control where needed. The csv and 100 dip sheet pdfs have been sent. RESPEC to upload into teams channel. They are hoping to be done by the end of this month.

3.2.2 SCHEDULE

Still on track for RESPEC to start SWMM model in April. Dependent on receiving the survey information in GIS. Currently, final end of schedule is March 2026 from contract start date delay and survey delays. Pueblo does not have issues with extended timeline.

4.0 ACTION ITEMS

RESPEC

- Upload survey files to teams channel
- Send Noah exact request for moving efforts into different phases for Pueblo to review

MINUTES
PUEBLO
STATE FAIR AND BESSEMER NEIGHBORHOOD MDP

Progress Meeting
Thursday, April 10, 2025
2:00 – 3:00

1.0 ATTENDEES

Melissa Bryant / RESPEC		Eathan Maranto / City of Pueblo	X
Michelle Hopkins / RESPEC	X	Jeff Hawkins / City of Pueblo	
Justin Keller / RESPEC	X	Andrew Hayes / City of Pueblo	
CJ Lehto / RESPEC		Chuck Roy / City of Pueblo	
Noah Stamm / City of Pueblo	X	Kurt Patrick / City of Pueblo	
John Sakariason / City of Pueblo	X		

2.0 PROJECT GOALS

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   - Carteret Avenue Storm System
   - Routt Avenue Storm System

3.0 MEETING MINUTES

3.1 SURVEY

Update from Sue, "We are complete in the field and creating the 811 drawing now. We called 811 twice and still feel that we didn't get the marks we knew were out there. We acquired some mapping and are adding it to supplement the marks that we didn't see out there. We hope to be done tomorrow. We moved over past few days so had to deal with server move and all that comes with that delight. I will have John send remaining DIP sheets by tomorrow morning and update the spread to completion."

Data from SurvWest has a lot of errors in it.

Eathan has color coded them so far:

- Red 35% - Blatant errors
  - Example: Labeled as a 12 in pipes and it's actually a 72 in
  - Missing pipes in or out
- Orange 30% - small errors, wrong pipe size or material
- Green 25% - Looks good

Specific examples are at the end of the minutes. Structures not surveyed or missing connecting pipes are structures that do not have ladders. Pueblo were not notified when SurvWest surveyed the structures that needed traffic control.

RESPEC advocates that SurvWest have a chance to rectify information that is missing or inaccurate. Pueblo is not sure they want to keep working with SurvWest.

3.2 HYDRAULIC MODELING

Justin has started pulling additional information together to begin the 2D PCSWMM model.

Model layer inputs:

- Terrain – publicly available lidar layer for the model to determine direction of flow and inundation limits
- Obstructions – area where water cannot flow through; we use a shapefile with roof outlines
- Hydrology – hydrographs from CUHP inserted at predefined nodes (storm structures)

3.3 NEXT STEPS AND SCHEDULE

3.3.1 NEXT DELIVERABLE

Preliminary goal to have the first draft of the Phase 1 Hydrology and Hydraulic report section mid-May.

3.3.2 SCHEDULE

RESPEC is starting to build the PCSWMM model.

Still on track for project completion in March 2026.

4.0 ACTION ITEMS

RESPEC

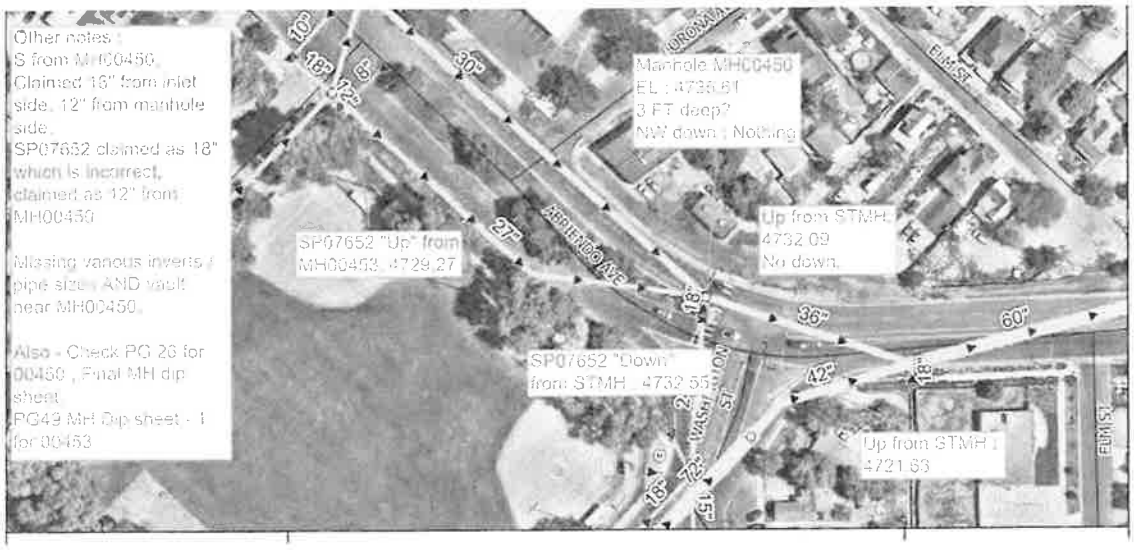
- Meet with SurvWest
- Meet with SurvWest and Pueblo, meeting set for Thursday (4/17) at 9

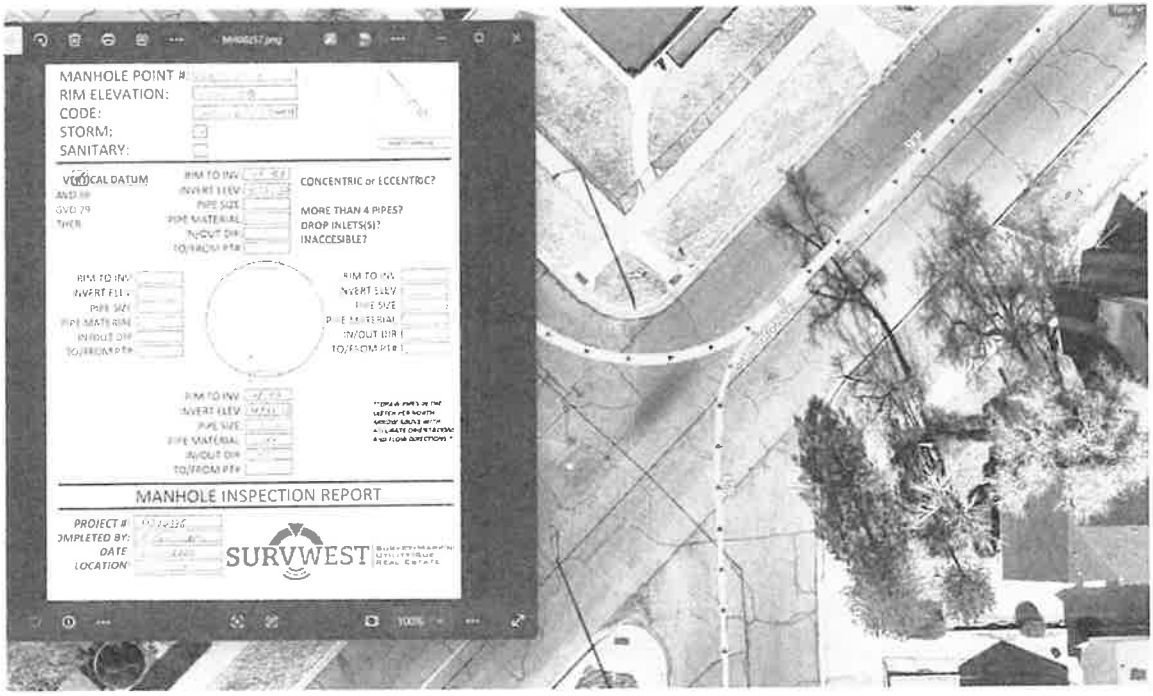
- Moved to Monday (4/21) at 11

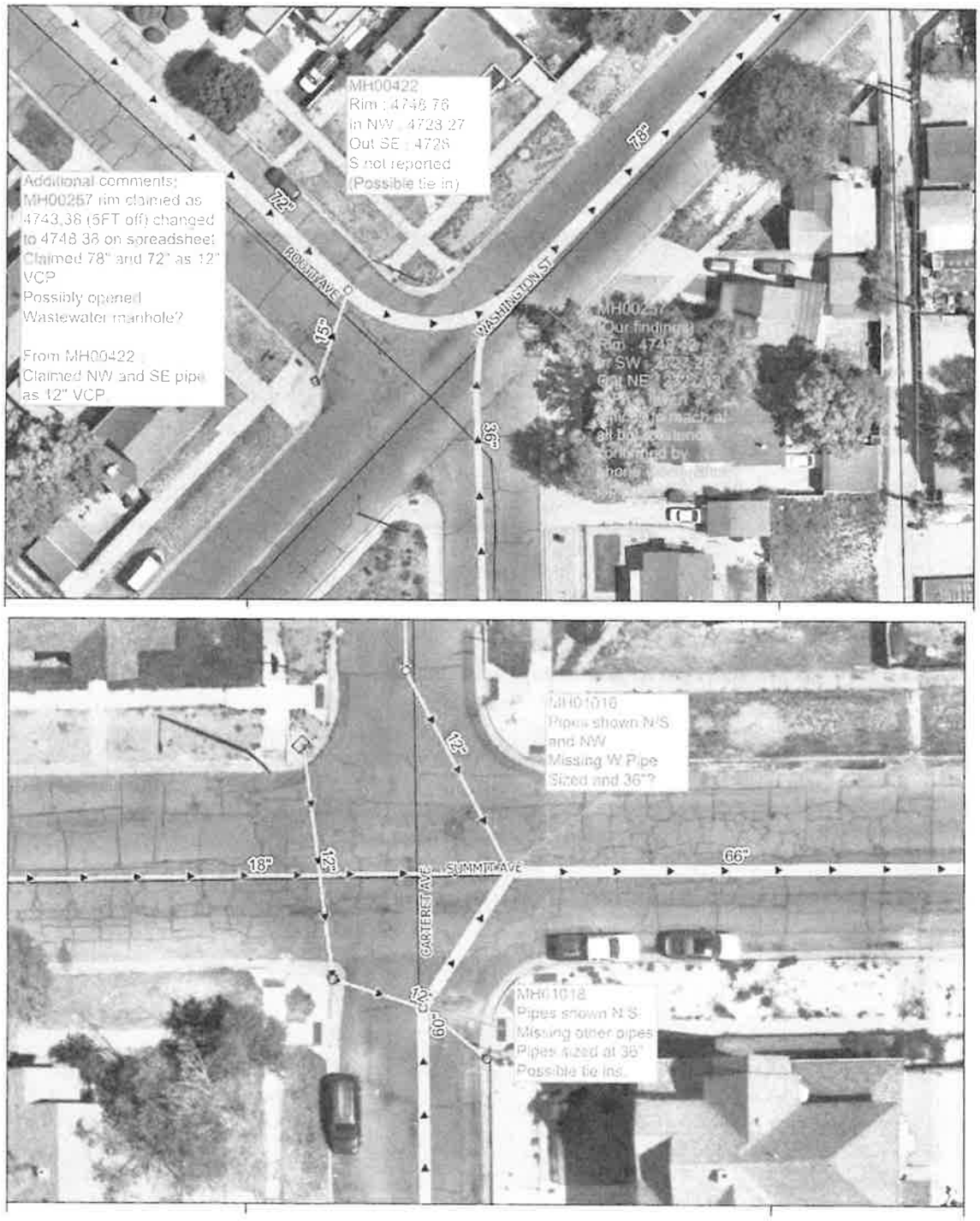
Pueblo

- Send updated storm system GIS next week

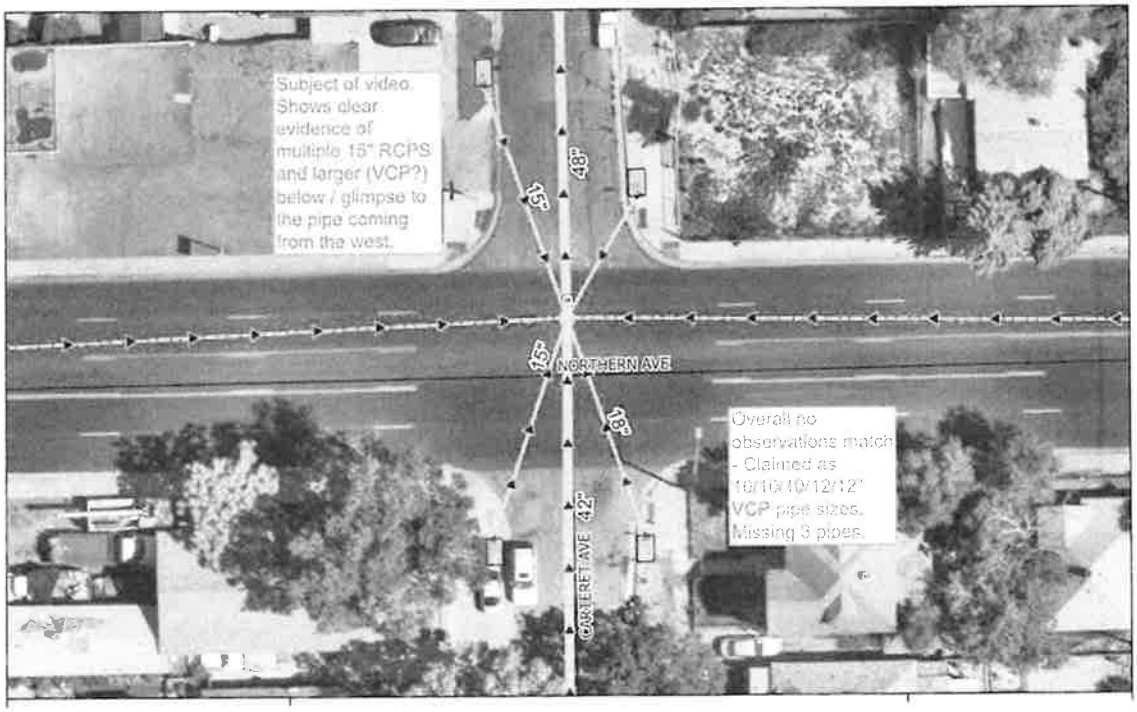
5.0 SPECIFIC SURVEY EXAMPLES

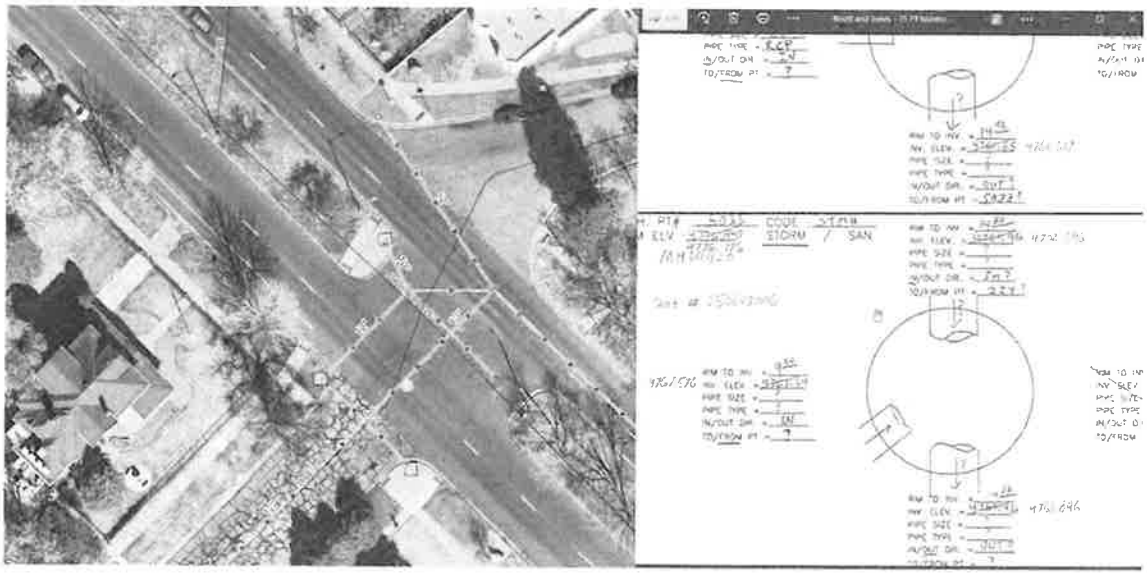





MH00422
Rim : 4748.76
In NW : 4723.27
Out SE : 4728
S not reported
(Possible tie in)
Additional comments:
MH00257 rim claimed as 4743.38 (5FT off) changed to 4748.38 on spreadsheet
Claimed 78" and 72" as 12" VCP
Possibly opened Wastewater manhole?
From MH00422
Claimed NW and SE pipe as 12" VCP
72"
78"
15"
36"
RIDGE AVE
WASHINGTON ST
MH01016
Pipes shown N/S and NW
Missing W Pipe
Sized and 36"?
MH01018
Pipes shown N/S
Missing other pipes
Pipes sized at 36"
Possible tie ins.
18"
12"
66"
SUMMIT AVE
CARTERET AVE
60"

Inverts look good. There are occasional shots where the inverts are actually the crown.





AGENDA
PUEBLO
STATE FAIR AND BESSEMER NEIGHBORHOOD MDP

Progress Meeting
Thursday, May 8, 2025
2:00 – 3:00

1.0 ATTENDEES

Melissa Bryant / RESPEC	X	Eathan Maranto / City of Pueblo	
Michelle Hopkins / RESPEC	X	Jeff Hawkins / City of Pueblo	
Justin Keller / RESPEC	X	Andrew Hayes / City of Pueblo	
CJ Lehto / RESPEC		Chuck Roy / City of Pueblo	
Noah Stamm / City of Pueblo	X	Kurt Patrick / City of Pueblo	
John Sakariason / City of Pueblo	X		

2.0 PROJECT GOALS

1. Perform a detailed hydrologic and hydraulic analysis of the overall contributing drainage basin, develop a model for different design storm events, and identify flood problems throughout the basin.
2. Feasible design improvements to mitigate flooding problems throughout the State Fairgrounds and Bessemer Neighborhood Basin.
3. Explore options for the following major storm systems:
   - Summit Avenue Storm System
   - Carteret Avenue Storm System
   - Routt Avenue Storm System

3.0 MEETING MINUTES

3.1 1D/2D MODELING

Justin will share the results of the 5-year and 100-year baseline hydraulic model.
Identify areas for further calibration.
In what format does the City want the model to review?

3.2 SURVEY

Update from Sue.

3.3 NEXT STEPS AND SCHEDULE

3.3.1 NEXT DELIVERABLE

On track to have the first draft of the Phase 1 Hydrology and Hydraulic report section mid-May.

3.3.2 SCHEDULE

Still on track for project completion in March 2026.

4.0 ACTION ITEMS

RESPEC

Pueblo

MINUTES
PUEBLO
STATE FAIR AND BESSEMER NEIGHBORHOOD MDP

Progress Meeting
Thursday, June 12th, 2025
2:00 pm -3:00 pm

1.0 ATTENDEES

Melissa Bryant / RESPEC	X	Noah Stamm / City of Pueblo	X
Michelle Hopkins / RESPEC	X	Eathan Maranto / City of Pueblo	
Justin Keller / RESPEC	X	Andrew Hayes / City of Pueblo	
CJ Lehto / RESPEC		Chuck Roy / City of Pueblo	

2.0 PROJECT GOALS

1. Perform a detailed hydrologic and hydraulic analysis of the overall contributing drainage basin, develop a model for different design storm events, and identify flood problems throughout the basin.
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3. Explore options for the following major storm systems:
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   - Carteret Avenue Storm System
   - Routt Avenue Storm System

3.0 MEETING MINUTES

3.1 CITY COUNCIL

Present Baseline finding the council on July 28th for City Council 5:30-7:00.
Deadline for slide preparation, 2-weeks prior on July 14th
Location: Public Memorial, 1 City Hall Place
Melissa will attend

3.2 BASELINE REPORT COMMENTS

1. Noah's Review: Redlined report (some comments and some discussion for my own clarification and understanding of report).

a. Add visual for the naming convention
b. Add flowrates to subbasin map. Add major basin map.
c. More narrative on Bessemer ditch
d. Better exhibits on ex pond outlets
    i. Outfall assumption for each pond
    ii. Table
    iii. Noah to hunt down Discharge gage for Lake Minnequa
    iv. High Performance Polypropylene Pipe keep manning as 0.013
    v. Overland flow routing tries to enter the next downstream junction
    vi. Summary of results for where flooding is happening

2. Kurt's Review: Looked at big picture Master Plan, everything was as expected, and nothing stood out.

3.3 ALTERNATIVES ANALYSIS

1. Detention Ponds
    a. Not much opportunity
    b. Justin asked if the City has a more updated list of potential properties they could purchase to turn into a stormwater detention area
    c. Don't rule out the school-owned baseball field, they may be amenable if upgrades are included
2. Pipe Upsizing
    a. Keep the pipe alignments are and upsize the pipes to convey the minor and major events
3. Alternative Pipe Alignments
    a. Arroyo to Salt Creek
    b. Would require jack and bore under CDOT and discharge into superfund site
    c. Outfall downstream of the low water dam on the Arkansas
    d. Arkansas Conservancy District
        i. They wanted the City to vacate the parcels and ROW

Noah requests that we include permanent water quality. Channel improvements at the outfall or green infrastructure at Stater Field.

4.0 ACTION ITEMS

1. Michelle will set an additional meeting to give Noah a SWMM tutorial next week

MINUTES
PUEBLO
STATE FAIR AND BESSEMER NEIGHBORHOOD MDP

Progress Meeting
Tuesday, July 10, 2025
2:00 pm - 3:10 pm

1.0 ATTENDEES

Melissa Bryant / RESPEC	X	Noah Stamm / City of Pueblo	X
Michelle Hopkins / RESPEC	X	Eathan Maranto / City of Pueblo	
Justin Keller / RESPEC	X	Chuck Roy / City of Pueblo	
Rebecca McClure / RESPEC	X		

2.0 PROJECT GOALS

1. Perform a detailed hydrologic and hydraulic analysis of the overall contributing drainage basin, develop a model for different design storm events, and identify flood problems throughout the basin.
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   - Routt Avenue Storm System

3.0 MEETING MINUTES

3.1 BILLINGS

Noah & Rebecca to make sure we are on the same page with how the City wants our invoices formatted.

- RESPEC will resubmit previous invoices without SurvWest invoices attached to keep payment separated.
- RESPEC will combine older invoices into one invoice for simplicity.
- Noah will need to see previous DIP Sheets in order to understand if full payment to SurvWest is warranted.

3.2 CITY COUNCIL

Present Baseline findings to City Council

- Date: July 28th
- Time: 5:30-7:00
- Location: Public Memorial, 1 City Hall Place
- Melissa will attend from RESPEC

Noah had some changes for the slide outline that Melissa sent, those changes were sent via email. Melissa to send slides to Noah today or tomorrow. Noah will submit slides to be included with on July 14th.

3.3 ALTERNATIVES ANALYSIS

3.3.1 ALT 1 - DETENTION PONDS

- Have not created this alternative yet in SWMM
- Needed to go over criteria before developing this alternative

3.3.2 ALT 2A - CURRENT TRUNKLINE ALIGNMENT & PIPE UPSIZING

- 100-year conveyance result in six barrels of 6-ft pipe just downstream of the Carteret junction
    - Not feasible to use as design criteria
- Even the 25-year event is difficult to convey in sewers because this portion of the City is very flat and the existing storm system reflect these very low slopes
- Minor storm conveyance results for the 5-year event are much more feasible to construct

3.3.3 ALT 2B - ALTERNATIVE TRUNKLINE ALIGNMENT & PIPE UPSIZING

- Similar results for the 100-year event, several very large pipes where the systems combine which would not be feasible to construct
- Minor storm conveyance results
- Another alignment that Noah presented:
    - Take the Summit system down Maddison and outfall to Hinkle Park then outfall to the Arkansas
    - Retrofit Hinkle Park as a stormwater park

3.3.4 DESIGN CRITERIA

It was agreed that for the alternative analysis, the 5-year storm event would be modeled as the minor and the 10-year storm event would be modeled as the major. The criteria for spread width and depth in the road will be applied for their respective storm event (minor and major).

3.3.5 USING THE BESSEMER DITCH

Bessemer ditch is required to take historic discharge. We could detain flows in pipes and discharge at pre-developed conditions into the Bessemer Ditch.

Another option if for the City to enter into an Agreement with the Bessemer Irrigating Ditch Company for the City to use the ditch to convey stormwater out of the City. Noah believes that relations between the Ditch Company and the City are tenuous at best. He also says that the ditch only has a foot or two of freeboard when it is running so there may not be much capacity for the ditch to take stormwater. Likely this is not a feasible option.

Further Water Rights investigation would need to take place before we determine if either option is feasible. This would be additional scope. Noah to consider if these options are feasible and if he would like RESPEC to develop an amendment for this additional scope.

3.4 SURVEY UPDATE

Melissa and Michelle met with Matt last week. He needed better examples of what Pueblo is and is not looking for. Michelle provided this information.

The City received the 811 tickets and marked their portion of the call.

4.0 ACTION ITEMS

- Noah to look into if the alternative alignment for the Summit system from Madison to Hinkle Park is feasible from the City's perspective
- Noah to inquire if Public Works has any road widening or road improvement projects on the horizon for any roads within these storm systems
- Melissa to send Baseline analysis slides to Noah and attend the City Council meeting
- Rebecca to resubmit an updated invoice to the City as discussed

AGENDA
PUEBLO
STATE FAIR AND BESSEMER NEIGHBORHOOD MDP

Progress Meeting
Tuesday, August 14, 2025
2:00 pm - 3:15 pm

1.0 ATTENDEES

Melissa Bryant / RESPEC		Noah Stamm / City of Pueblo	
Michelle Hopkins / RESPEC		Eathan Maranto / City of Pueblo	
Justin Keller / RESPEC		Kurt Patrick / City of Pueblo	
Rebecca McClure / RESPEC		Chuck Roy / City of Pueblo	

2.0 PROJECT GOALS

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   - Routt Avenue Storm System

3.0 MEETING MINUTES

3.1 ALTERNATIVES ANALYSIS

3.1.1 DESIGN CRITERIA

It was agreed that for the alternative analysis, the 5-year storm event would be modeled as the minor and the 10-year storm event would be modeled as the major. The criteria for spread width and depth in the road will be applied for their respective storm event (minor and major).

3.1.2 ALT 1A - DETENTION PONDS & CURRENT ALIGNMENT

Detention ponds at the following locations, near the current pipe alignment:

- Central High School

- Stauter Park

Conclusions:

-

3.1.3 ALT 1B - DETENTION PONDS & ALTERNATIVE ALIGNMENT

Detention ponds at the following locations, near the alternative pipe alignment:

- Central High School Baseball field
- Stauter Park
- Minnequa Park
- Henkle Park*
    - Field visit, looks to be a good spot for detention
    - Existing outfall to the Arkansas
    - 80-ft wide ROW at outfall

Conclusions:

-

3.1.4 ALT 2A - CURRENT ALIGNMENT & PIPE UPSIZING

Pipe upsizing with current alignment is not a feasible solution, but this alternative illustrates how undersized the City's stormwater infrastructure is.

3.1.5 ALT 2B - ALTERNATIVE ALIGNMENT & PIPE UPSIZING

Alternative alignments include:

- Summit system down Maddison, through Hinkle Park, and outfall to the Arkansas
- Split Carteret system near Northern Ave, route east, combine with upstream portion of Routt system, route east in Arroyo Ave, and outfall under CDOT & RR ROW at Salt Creek

Conclusions:

-

3.2 CONCEPT DESIGN PHASE

3.3 SCHEDULE & NEXT COUNCIL MEETING

September 8th - aim to submit Alternatives Analysis report section

September 11th - progress meeting

- Make decision on which concept plan to develop

- Move next progress meeting to ____
- Preliminary comments on alternatives analysis report section

October 9th - progress meeting

- Final comments on alternative analysis report section

November 14th - progress meeting

December 12th - progress meeting

January 9th - progress meeting

February 12th - progress meeting

March 12th – final progress meeting

Goal date to present concept designs to Council: _____

Weekly meeting with Mayor, Noah will ask and follow-up with us

Presenting why an alternative was selected, then schedule for construction

Date to have presentation included in Council agenda: _____

Date to have draft presentation to the City for review: _____

3.4 SURVEY UPDATE

4.0 ACTION ITEMS

AGENDA
PUEBLO
STATE FAIR AND BESSEMER NEIGHBORHOOD MDP

Progress Meeting
Friday, September 5, 2025
11:00 am - 11:50 am

1.0 ATTENDEES

Melissa Bryant / RESPEC	X	Noah Stamm / City of Pueblo	X
Michelle Hopkins / RESPEC	X	Eathan Maranto / City of Pueblo	
Justin Keller / RESPEC	X	Kurt Patrick / City of Pueblo	X
CJ Lehto / RESPEC	X	Chuck Roy / City of Pueblo	

2.0 PROJECT GOALS

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   - Routt Avenue Storm System

3.0 MEETING MINUTES

Email from Noah after previous progress meeting.

1. Lake Avenue has limited existing utilities that run down the street (no wastewater or water).
2. Potential to intercept some of the Abriendo basin.
3. Pipe slope constantly changing to keep cover over pipe.
4. Lake and Orman roundabout is currently wrapping up design.
5. Quick cost estimates look like this would be within our budget to provide immediate relief to the state fair area.

3.1 ALTERNATIVES ANALYSIS

3.1.1 DESIGN CRITERIA

It was agreed that for the alternative analysis, the 5-year storm event would be modeled as the minor and the 10-year storm event would be modeled as the major. The criteria for spread width and depth in the road will be applied for their respective storm event (minor and major).

3.1.2 ALT 1A - DETENTION PONDS & CURRENT ALIGNMENT

Detention ponds at the following locations, near the current pipe alignment:

- Central High School
- Stauter Park

No Changes to this alternative.

3.1.3 ALT 1B - DETENTION PONDS & ALTERNATIVE ALIGNMENT

Detention ponds at the following locations, near the alternative pipe alignment:

- Central High School Baseball field
  - Serving only Carteret
- Stauter Park
- Minnequa Park
- Henkle Park
  - Field visit, looks to be a good spot for detention
  - Existing outfall to the Arkansas
  - 80-ft wide ROW at outfall for a potential open channel design
- Grant Tennis Court parking area - ADDED
  - Serving only the Summit system
  - Summit system would be separated from Carteret system between Berkley Ave & Carteret Ave
  - Feasibility to have this as underground detention may be in conflict with the new soccer field

3.1.4 ALT 2A - CURRENT ALIGNMENT & PIPE UPSIZING

Pipe upsizing with current alignment is not a feasible solution, but this alternative illustrates how undersized the City's stormwater infrastructure is.

No Changes to this alternative.

3.1.5 ALT 2B - ALTERNATIVE ALIGNMENT & PIPE UPSIZING

Alternative alignments include:

- Summit system down Maddison, through Hinkle Park, and outfall to the Arkansas
- Split Carteret system near Northern Ave, route east, combine with upstream portion of Routt system, route east in Arroyo Ave, and outfall under CDOT & RR ROW at Salt Creek

3.2 UPCOMING CONSTRUCTION IN PROJECT AREA

CDOT is going to construction this spring on the Orman and Lake roundabout.

- We would want an upsized trunkline pipe through this intersection as part of redirecting the Summit system

Tennis courts at Grant are owned by the school system. They want to break ground on the soccer field this month, which was a potential location for detention. Stormwater department just received the GESC permit application, but the design plans were not submitted for review.

- Opportunity for the stormwater department to work with the public schools to include detention under the field or have a depressed field that would
- Likely Stormwater would need to help fund this project for the school district to be open to delaying construction
- The school district has been securing funds for a few years for this project

3.3 SCHEDULE & NEXT COUNCIL MEETING

September 5th - progress meeting

- Further input on alternatives analysis options

October 6th - aim to submit Alternatives Analysis report section

October 9th - progress meeting

- Preliminary comments on alternatives analysis report section
- Make decision on which concept plan to develop

November 14th - progress meeting

- Final comments on alternative analysis report section

December 12th - progress meeting

January 9th - progress meeting

February 12th - progress meeting

March 12th – final progress meeting

Goal date to present concept designs to Council:

- Noah will ask after the November elections and follow-up with us
  - Removing the Mayoral position will be on the ballet
- Presenting why an alternative was selected, then schedule for construction

Date to have presentation included in Council agenda:

- TBD

Date to have draft presentation to the City for review:

- TBD

3.4 SURVEY UPDATE

Have not heard back from SurvWest since August 15th. Noah thinks we have most of what we need for the DIP portion of their scope. SurvWest has contacted 811 2-4 times and have not gotten utility locates. Sue had mentioned finding supplementary mapping from private utility owners.

Michelle would like to see the City's Franchise Agreements with the private utility owners.

4.0 ACTION ITEMS

AGENDA
PUEBLO
STATE FAIR AND BESSEMER NEIGHBORHOOD MDP

Progress Meeting
Friday, October 23, 2025
2:00 pm - 3:00 pm

1.0 ATTENDEES

Melissa Bryant / RESPEC	X	Noah Stamm / City of Pueblo	X
Michelle Hopkins / RESPEC	X	Eathan Maranto / City of Pueblo	
Justin Keller / RESPEC	X	Kurt Patrick / City of Pueblo	X
CJ Lehto / RESPEC	X	Chuck Roy / City of Pueblo	

2.0 PROJECT GOALS

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3.0 MEETING MINUTES

3.1 ALTERNATIVES ANALYSIS

Draft report was submitted on Wednesday, October 15th.
Re-ordered the alternatives so that upsizing pipes is 1A & 1B and adding detention is 2A & 2B.

3.1.1 DESIGN CRITERIA

It was agreed that for the alternative analysis, the 5-year storm event would be modeled as the minor and the 10-year storm event would be modeled as the major. The criteria for spread width and depth in the road will be applied for their respective storm event (minor and major).

3.1.2 ALT 1A - CURRENT ALIGNMENT & PIPE UPSIZING

Pipe upsizing with current alignment is not a feasible solution, but this alternative illustrates how undersized the City's stormwater infrastructure is.

3.1.3 ALT 1B - ALTERNATIVE ALIGNMENT & PIPE UPSIZING

Alternative alignments include:

- Summit system down Maddison and Lake, through Hinkle Park, and outfall to the Arkansas
  - Within Summit - trunkline upsized to 2.5'-3.5' from the existing 15" to 18"
  - 3.5' pipe at upstream end in Lake and ending in a 4' at Hinkle park and 6' at Outfall
- Split Carteret system near Northern Ave, route east, combine with upstream portion of Routt system, route east in Arroyo Ave, and outfall under CDOT & RR ROW at Salt Creek
  - 6' pipe under CDOT/RR that outfalls to Salt Creek
  - Routt system needs to be upsized

3.1.4 ALT 2A - DETENTION PONDS & CURRENT ALIGNMENT

Detention ponds at the following locations, near the current pipe alignment:

- Central High School
- Stauter Park
  - The City has talked to their Parks Department about this being an upcoming project

3.1.5 ALT 2B - DETENTION PONDS & ALTERNATIVE ALIGNMENT

Detention ponds at the following locations, near the alternative pipe alignment:

- Central High School Baseball field
  - Serving only Carteret
- Stauter Park
- Minnequa Park
- Henkle Park
  - The City has talked to their Public Works Department briefly. This will take more public outreach than Stauter Park.
- Grant Tennis Court parking area - REMOVED
  - Construction has begun on this project

3.2 CONCEPT DESIGN

Justin shared examples of concept designs from RESEPC's Louisville MDP. The sheets include aerial, contours, and location & sizing of proposed storm infrastructure. It does not include other utilities or vertical design. Noah requests that RESPEC include the City's sanitary sewer GIS information into the concept designs.

3.3 SCHEDULE & NEXT COUNCIL MEETING

October 23rd - progress meeting

- Review alternatives

November 20th - progress meeting – move meeting

- Comments on alternative analysis report section
- **Make decision on which alternative to develop into concept plans**

December 12th - progress meeting

January 9th - progress meeting

February 12th - progress meeting

- Conceptual design presentation to Council in February

March 12th – final progress meeting

- Wrap up report at the end of March.

3.4 SURVEY UPDATE

Melissa will be meeting with SurvWest next week.

Michelle would like to determine a reasonable partial payment for SurvWest during next progress meeting so that SurvWest can send an updated invoice.

4.0 ACTION ITEMS

- Michelle to move the next progress meeting to November 20th
- RESPEC to talk to underground storage vendors for pricing order of magnitude
- RESPEC to identify sanitary/storm crossings within Summit Ave
    - Eathan to DIP the sanitary system
- City to review the draft Alternatives Analysis of the report

AGENDA
PUEBLO
STATE FAIR AND BESSEMER NEIGHBORHOOD MDP

Progress Meeting
Thursday, November 20, 2025
2:00 pm - 3:00 pm

1.0 ATTENDEES

Melissa Bryant / RESPEC	X	Noah Stamm / City of Pueblo	X
Michelle Hopkins / RESPEC	X	Eathan Maranto / City of Pueblo	X
Justin Keller / RESPEC	X	Kurt Patrick / City of Pueblo	X
CJ Lehto / RESPEC	X	~~Chuck Roy / City of Pueblo~~	

2.0 PROJECT GOALS

1. Perform a detailed hydrologic and hydraulic analysis of the overall contributing drainage basin, develop a model for different design storm events, and identify flood problems throughout the basin.
2. Feasible design improvements to mitigate flooding problems throughout the State Fairgrounds and Bessemer Neighborhood Basin.
3. Explore options for the following major storm systems:
   - Summit Avenue Storm System
   - Carteret Avenue Storm System
   - Routt Avenue Storm System

3.0 MEETING MINUTES

1.0 ALTERNATIVES ANALYSIS REVIEW

RESPEC submitted the Alternative Analysis Report to the City of Pueblo on October 15, 2025.

1. Discuss review comments from the City of Pueblo and answer any outstanding questions.

2.0 CONCEPTUAL DESIGN DETERMINATION

1. Determine systems/area which will be investigated as part of Conceptual Design Phase
   - / Summit Alternative Design
   - / Central HS Underground Detention Layout/Footprint/30% Design
   - / Crossing under W. Arroyo Ave x I-25 (No Minnequa Park underground detention) confirm what level of design is warranted.

2. 30% Conceptual Design Plans & Cost Estimates for Alternatives Selected.

3.0 STORMTRAP FOLLOW UP DISUCSSION

1. Following the Lunch and Learn from StormTrap, discuss any design, feasibility, or concerns regarding underground storage.

4.0 SURVWEST SURVEY UPDATE

1. Michelle and Melissa met with SurvWest recently to discuss project status.

5.0 SCHEDULE & NEXT COUNCIL MEETING SURVEY UPDATE

December 12th - progress meeting

January 9th - progress meeting

February 12th - progress meeting

- / Conceptual design presentation to Council in February

March 12th – final progress meeting

- / Wrap up report at the end of March.

4.0 ACTION ITEMS

- Pipe Size increase labeling in GIS Figure / Data
- Pros/Cons for each alternative as part of the Alt text update

AGENDA
PUEBLO
STATE FAIR AND BESSEMER NEIGHBORHOOD MDP

Progress Meeting
Thursday, December 18, 2025
4:00 pm - 4:20 pm

1.0 ATTENDEES

Melissa Bryant / RESPEC	X	Noah Stamm / City of Pueblo	X
Michelle Hopkins / RESPEC	X	Eathan Maranto / City of Pueblo	
Justin Keller / RESPEC		Kurt Patrick / City of Pueblo	
CJ Lehto / RESPEC		Chuck Roy / City of Pueblo	

2.0 PROJECT GOALS

1. Perform a detailed hydrologic and hydraulic analysis of the overall contributing drainage basin, develop a model for different design storm events, and identify flood problems throughout the basin.
2. Feasible design improvements to mitigate flooding problems throughout the State Fairgrounds and Bessemer Neighborhood Basin.
3. Explore options for the following major storm systems:
   - Summit Avenue Storm System
   - Carteret Avenue Storm System
   - Routt Avenue Storm System

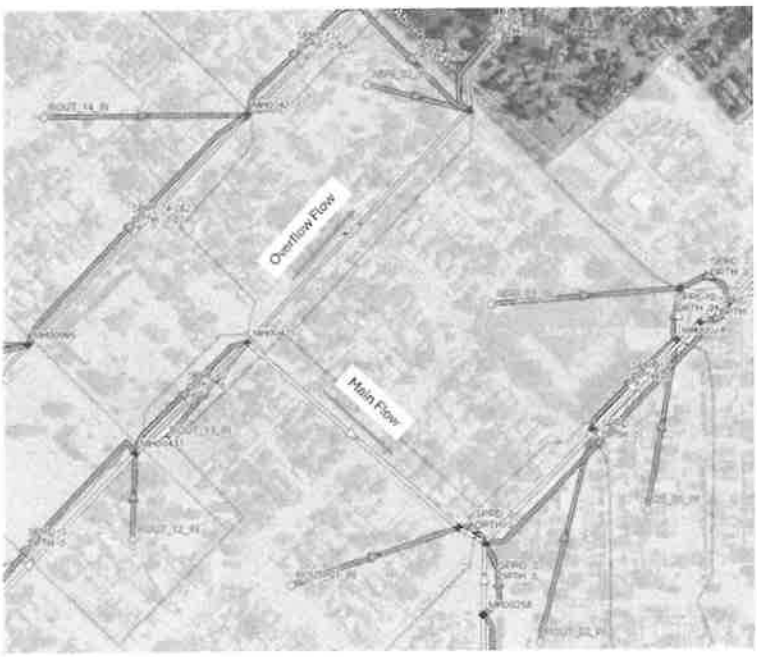
3.0 MEETING MINUTES

1.0 ALTERNATIVES ANALYSIS REVIEW QUESTIONS

The City of Pueblo returned Alternative Analysis review comments back to RESPEC on December 3rd, 2025.

1. Discuss review comments from the City of Pueblo and answer any outstanding questions.

a. Carteret Avenue overflow comment clarification, correct



b. State Fair pond outlet structure, need more information for stage-discharge development

   i. Noah to reach out to engineer of record

definition studio
10270 Commonwealth St., Ste. 3161
Lone Tree, CO 80124
720.235.4635

shrewsberry
2696 S. Colorado Blvd, Ste. 450
Denver, CO 80222
720.235.0605

2.0 STORMTRAP DISCUSSION

- City of Pueblo to confirmed that StormTrap is a viable option as RESPEC moves into Conceptual Design

3.0 SURVWEST SURVEY UPDATE

- Michelle and Melissa to give SurvWest update
  - Michelle to send SurvWest a mark-up of their scope and services
  - Will send to Pueblo once we receive their invoice

4.0 SCHEDULE & NEXT COUNCIL MEETING SURVEY UPDATE

January 8th - progress meeting

- Conceptual design model
- Preliminary sheet drafts

- Due dates for submitting to council

February 12th - progress meeting

- Conceptual design report at the end of February

March 12th – final progress meeting

- Present final conceptual design to Council in March

4.0 ACTION ITEMS

- RESPEC to send the City SurvWest invoice
- Noah to track down final CDs for the state fair pond or have Eathan take shots

AGENDA
PUEBLO
STATE FAIR AND BESSEMER NEIGHBORHOOD MDP

Progress Meeting
Thursday, January 22, 2026
2:00 pm - 2:35 pm

1.0 ATTENDEES

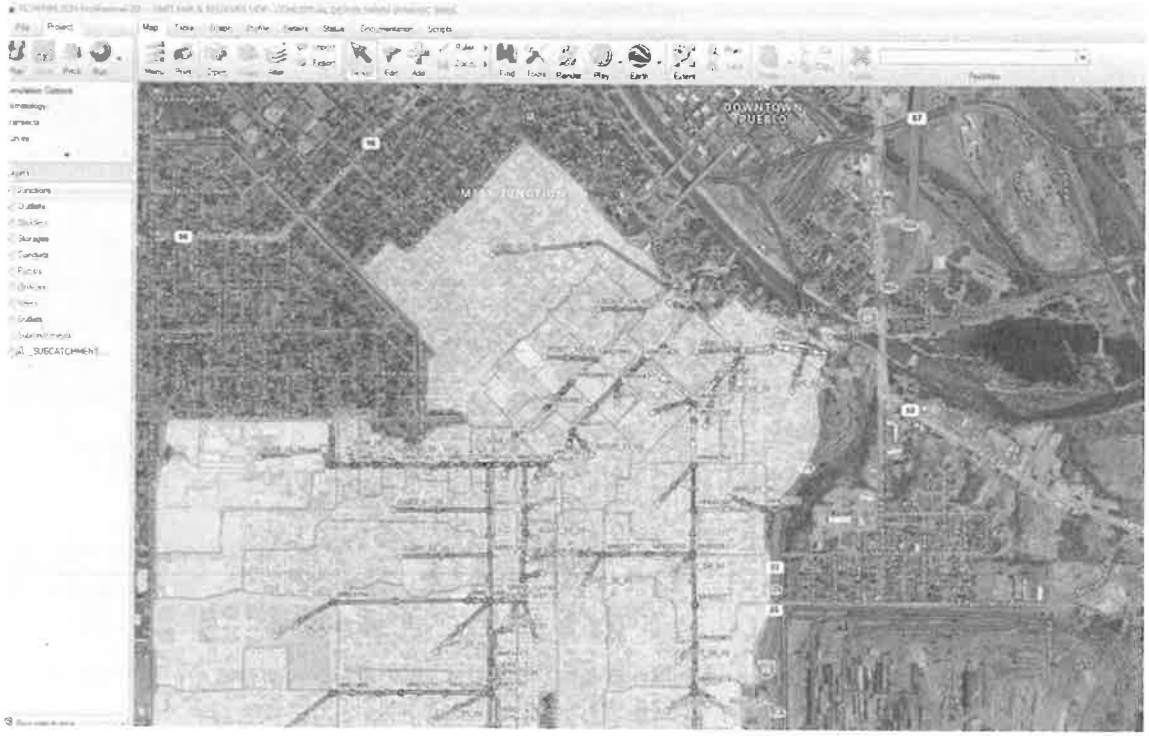
Melissa Bryant / RESPEC	X	Noah Stamm / City of Pueblo	X
Michelle Hopkins / RESPEC	X	Eathan Maranto / City of Pueblo	
CJ Lehto / RESPEC	X	Kurt Patrick / City of Pueblo	X

2.0 PROJECT GOALS

1. Perform a detailed hydrologic and hydraulic analysis of the overall contributing drainage basin, develop a model for different design storm events, and identify flood problems throughout the basin.
2. Feasible design improvements to mitigate flooding problems throughout the State Fairgrounds and Bessemer Neighborhood Basin.
3. Explore options for the following major storm systems:
   - Summit Avenue Storm System
   - Carteret Avenue Storm System
   - Routt Avenue Storm System

3.0 MEETING MINUTES

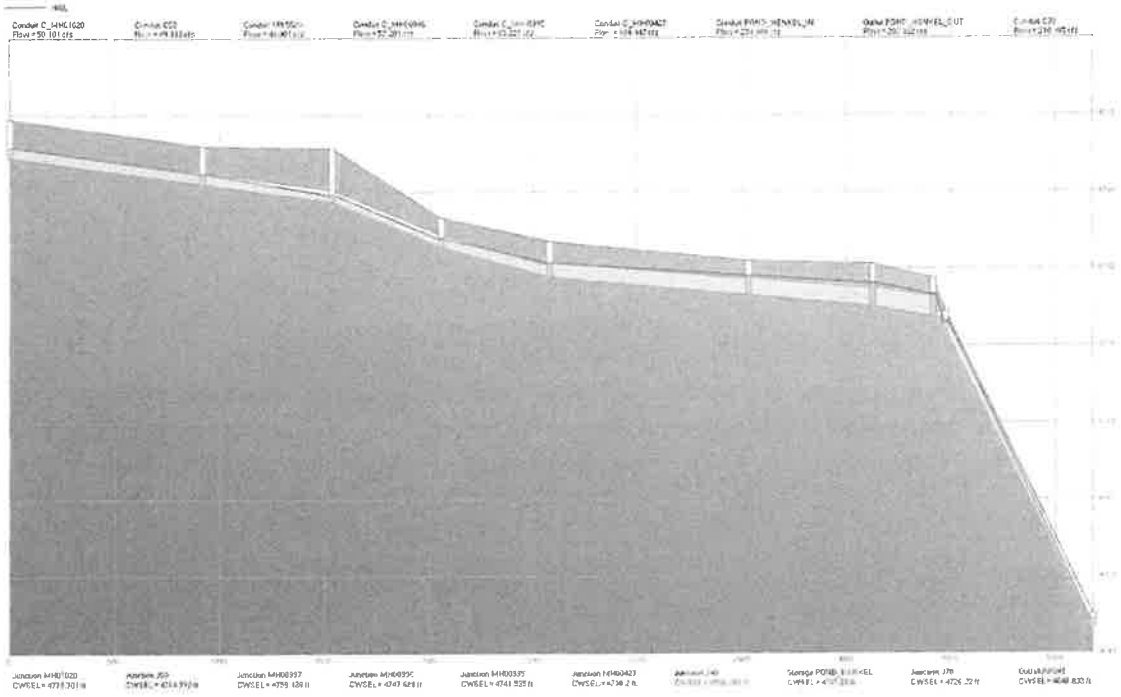
1.0 CONCEPTUAL DESIGN MODEL



Yellow – Original pipes
Orange – Upsized pipes
Red – abandoned pipe
Green – new pipe alignment

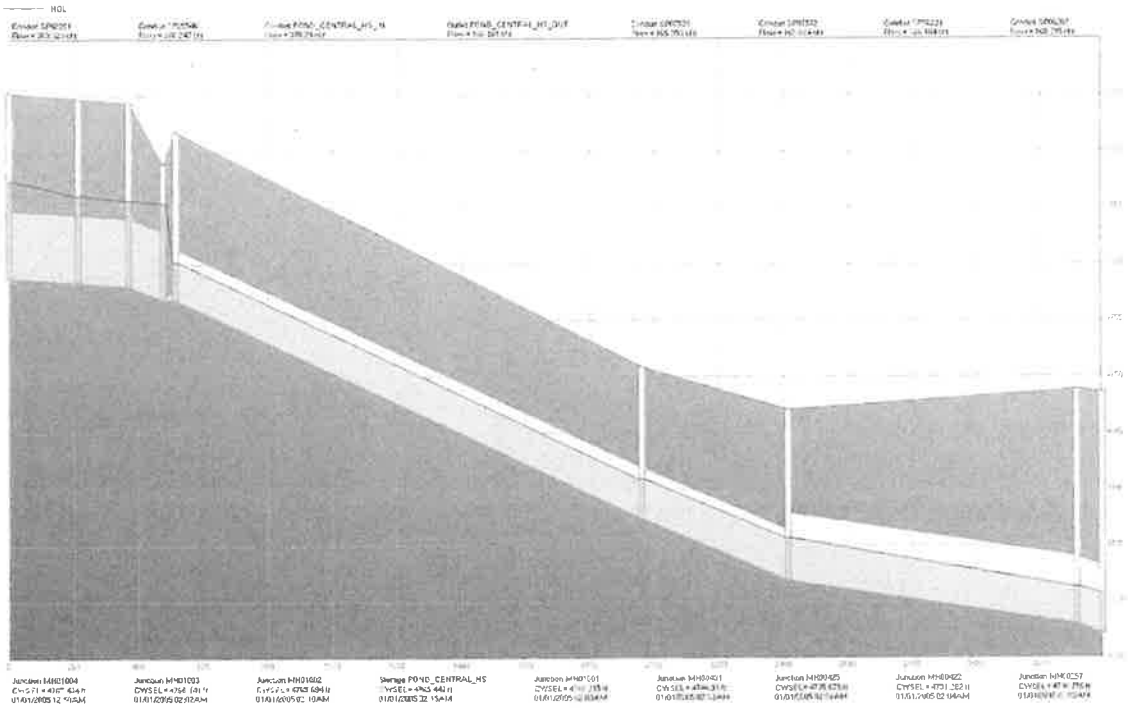
3.1.1 HENKEL PARK DETENTION & OUTFALL FOR SUMMIT SYSTEM

- Largest pipe size: 60"
- Smallest pipe size: 32"



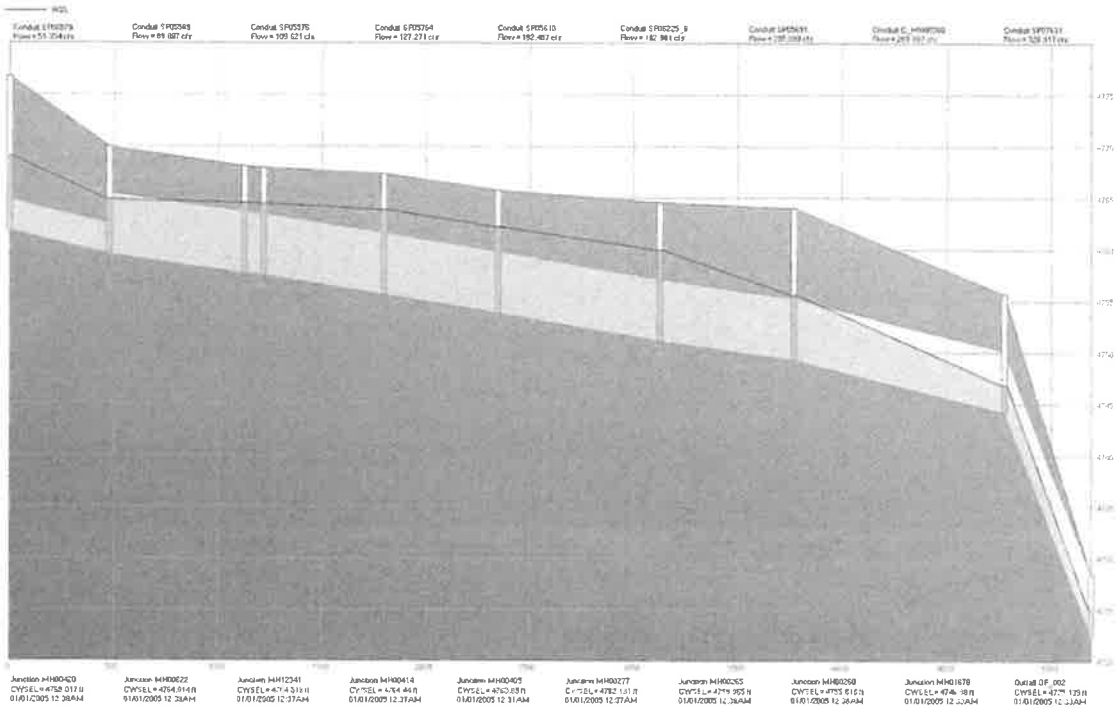
3.1.2 CENTRAL HIGH SCHOOL UNDERGROUND DETENTION

- Largest pipe size: 72"
- Smallest pipe size: XX"



3.1.3 ARROYO OUTFALL FOR ROUTT SYSTEM

- Largest pipe size: 72"
- Smallest pipe size: 36"



2.0 PRELIMINARY SHEET LAYOUTS

Maintenance access and footprint of underground detention

Flowsplitter at Madison viewport on the Central HS sheet

All in one set

Will the HGLs be shown in the written portion of the report?

Break out cost by system improvements.

3.0 SURVWEST SURVEY UPDATE

- Michelle and Melissa to give SurvWest update
  - Michelle sent a mark-up of their scope and services at the beginning of January
  - Awaiting a corrected invoice from SurvWest
  - Will send to Pueblo once we receive their invoice

4.0 SCHEDULE & NEXT COUNCIL MEETING SURVEY UPDATE

January 22nd - progress meeting

February 12th - progress meeting

- Target due date of February 10th for model & conceptual design sheets to Pueblo
- Conceptual design report at the end of February
- Target due date of February 27th for conceptual design report to Pueblo
    - Two weeks for review
    - Two weeks for RESPEC to submit final report

March 12th – progress meeting

- Present final conceptual design to Council in April
- Due dates for April council:
    - 2 work sessions a month

April 2nd – final progress meeting

4.0 ACTION ITEMS

- RESPEC to send the City SurvWest invoice
- Noah to ask Pueblo Water if they have better water line GIS data

MINUTES
PUEBLO
STATE FAIR AND BESSEMER NEIGHBORHOOD MDP

Progress Meeting
Thursday, February 12, 2026
2:00 pm - 3:04 pm

1.0 ATTENDEES

Melissa Bryant / RESPEC	X	Noah Stamm / City of Pueblo	X
Michelle Hopkins / RESPEC	X	Eathan Maranto / City of Pueblo	
CJ Lehto / RESPEC	X	Kurt Patrick / City of Pueblo	

2.0 PROJECT GOALS

1. Perform a detailed hydrologic and hydraulic analysis of the overall contributing drainage basin, develop a model for different design storm events, and identify flood problems throughout the basin.
2. Feasible design improvements to mitigate flooding problems throughout the State Fairgrounds and Bessemer Neighborhood Basin.
3. Explore options for the following major storm systems:
   - Summit Avenue Storm System
   - Carteret Avenue Storm System
   - Routt Avenue Storm System

3.0 MEETING MINUTES

1.0 DRAFT CONCEPTUAL SHEET SET

Draft sheets were sent on 2/11/26. See attached draft sheets with markups.

2.0 CONCEPTUAL DESIGN MODEL

Model will be sent later today.

Naming convention & notes for the model:

- Junctions:
  - SubbasinName_IN: Subbasin nodes per CUHP naming
    - SUM for Summit Ave System

- ROUT for Routt Ave System
- CART for Carteret Ave System

- Existing manholes are named per the City's identification in GIS
  - Example MH01022
- Proposed manholes are named J## starting at 10 at the most downstream location and increase by 10 going upstream

- Links:
  - D_SubbasinName_IN: Dummy conduits for connecting subbasins to system
  - SPXXXXX: existing pipes named per the City's identification in GIS
  - The link description includes the original pipe size
  - The tag is utilized to identify:
    - New pipes are tagged as "PROPOSED"
    - Upsized pipes are tagged as "UPSIZED"
    - Pipes to be abandoned are tagged as "ABANDON"
  - Overflows are connected to each of the manholes following the 2D surface model paths
    - Overflow links are named "OVRFLW_PipeName" based on the pipe connected to the same upstream manhole as the overflow
    - Roadway section is modeled based on the Local Street - Local 32' from the City's criteria
    - The depth of these overflows is 10 ft and results are shown as a percentage
      - Example: 0.1 full = 1 ft of depth
- Storage Units:
  - POND_HENKEL
  - POND_CENTRAL_HS
- Outlets:
  - OF_001 is the original outfall to the Arkansas River
  - OF_002 is the proposed Arroyo outfall
  - AR041 is the proposed outfall near Henkel Park

3.0 SURVWEST SURVEY UPDATE

- Melissa to give SurvWest update:
  - Melissa has been calling and emailing each week

4.0 SCHEDULE & NEXT COUNCIL MEETING SURVEY UPDATE

February 12th - progress meeting

- Conceptual sheet set sent on February 11th
- Conceptual model to be submitted today
- Review period for Pueblo – March 2nd
- Conceptual design report target due date of March 16th
    - Pueblo will have two weeks to review the report
    - Two weeks for RESPEC to submit final report

March 26th – progress meeting

- Comments for report from Pueblo
- Present final conceptual design to Council in April
- Due dates for April council:
    - 2 work sessions a month – 2nd & 4th Monday

April 9th – final progress meeting

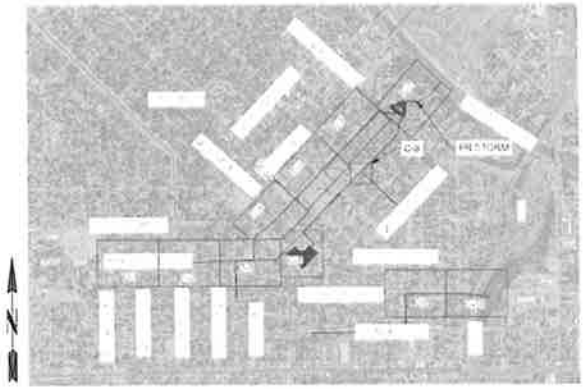
4.0 ACTION ITEMS

- Noah to ask Pueblo Water if they have better water line GIS data
    - Noah to send sheets to Pueblo Water

CITY OF PUEBLO
SUMMIT, CARTERET & ROUTT STORM CONCEPTUAL DESIGN
CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

ABBREVIATIONS

APPROX	APPROXIMATELY
AVE	AVENUE
BLVD	BOULEVARD
CONC	CONCRETE
CMP	CORRUGATED METAL PIPE
CP	CONTROL POINT
CPP	CORRUGATED PLASTIC PIPE
CY	CUBIC YARDS
D	DEPTH
DIP	DUCTILE IRON PIPE
DND	DO NOT DISTURB
EA	EACH
EL	ELEVATION
ELEC	ELECTRIC
EX	EXISTING
FES	FLARED END SECTION
FHL	FARMER E HIGH LINE
FL	FLOW LINE
FO	FIBER OPTIC
FT	FEET
GIS	GEOGRAPHICAL INFORMATION SYSTEM
H	HEIGHT
H/V	HORIZONTAL/VERTICAL
IN	INCH
INV	INVERT
IRR	IRRIGATION
LF	LINEAL FEET
LOC	LOCATION/LOCATED
MH	MANHOLE
MIN	MINIMUM
MISC	MISCELANEOUS
NTS	NOT TO SCALE
NAV	NORTH AMERICAN VERTICAL DATUM
NVD	NATIONAL VERTICAL DATUM
PKY	PARKWAY
PP	PROPOSED
PVC	POLYVINYL CHLORIDE PIPE
RE	REPLACE
RCP	REINFORCED CONCRETE PIPE
SAN	SANITARY [SEWER]
SF	SQUARE FEET
SQ	SQUARE
STA	STATION
STMH	STORM MANHOLE
STM	STORM
SY	SQUARE YARDS
TBR	TO BE REMOVED
TYP	TYPICAL
UNK	UNKNOWN
W	WIDTH
WAT	WATER



KEY MAP
SCALE 1" = 3000'

VICINITY MAP
SCALE 1" = 5000'

SHEET LIST TABLE

SHEET	DRAWING	TITLE
1	G-1	COVER SHEET
2	C-1	STORM SEWER PLAN SHEET (1 OF 10)
3	C-2	STORM SEWER PLAN SHEET (2 OF 10)
4	C-3	STORM SEWER PLAN SHEET (3 OF 10)
5	C-4	STORM SEWER PLAN SHEET (4 OF 10)
6	C-5	STORM SEWER PLAN SHEET (5 OF 10)
7	C-6	STORM SEWER PLAN SHEET (6 OF 10)
8	C-7	STORM SEWER PLAN SHEET (7 OF 10)
9	C-8	STORM SEWER PLAN SHEET (8 OF 10)
10	C-9	STORM SEWER PLAN SHEET (9 OF 10)
11	C-10	STORM SEWER PLAN SHEET (10 OF 10)

LEGEND
- EX CONTOURS
- PR CONTOURS
- EX SAN SEWER
- PRIVATE SAN SEWER
- EX WATER MAIN
- EX UNDERGROUND ELECTRIC
- EX GAS MAIN
- EX STM SEWER PIPE
- APPROX PROPERTY LINE
- PR RIPRAP
- PR MAINTENANCE PATH
- PR BORING AREA
- PR CONCRETE
- PR MANHOLE STRUCTURE
- PR STORM SEWER PIPE
- PP END SECTION
- PR FLOW DIRECTION

NOTES:
1. EXISTING PIPES SHOWN FOR CLARITY PURPOSES.
2. SEE COST ESTIMATE FOR PIPE REMOVAL QUANTITIES

CALL UTILITY NOTIFICATION CENTER OF COLORADO 1-800-922-1987 OR 811

City of PUEBLO colorado

REVISIONS	
DESIGNED	
DRAWN	
CHECKED	
DATE	

STAMP

811 Know what's below. Call before you dig.

CITY OF PUEBLO
211 EAST D STREET
PUEBLO, COLORADO 81003
(719) 553-2489

SUMMIT, CARTERET & ROUTT STORM CONCEPTUAL DESIGN

COVER SHEET

DRAWING NUMBER
G-1
SHEET 1

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SUMMIT CARTERET &
ROUTT STORM
CONCEPTUAL DESIGN
STORM SEWER PLAN
SHEET (1 OF 10)
DRAWING NUMBER
C-1
SHEET 2
MATCHLINE
SEE SHEET C-0
FLOW TABLE
STRUCTURE ID
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Q100 [CFS]
SD-01N5
60
94
SD-01S5
19
37
SD-01S4
15
25
SD-01S3
10
27

STORM SEWER PLAN
SHEET (2 OF 10)
SUMMIT CARTERET &
ROUTT STORM
CONCEPTUAL DESIGN
CITY OF PUEBLO
211 EAST D STREET
PUEBLO COLORADO 81003
(719) 553-2489
C-2
SHEET 3
FLOW TABLE
STRUCTURE ID
Q5 (CFS)
Q10 (CFS)
SCALE IN FEET

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SUMMIT CARTERET &
ROUTT STORM
CONCEPTUAL DESIGN
STORM SEWER PLAN
SHEET (3 OF 10)
DRAWING NUMBER
C-3
SHEET 4
FLOW TABLE
STRUCTURE ID
Q5 [CFS]
Q10 [CFS]
SEE SHEET C4
SEE SHEET C4
City Public Road
City Public Road
SCALE: 1" = 40'

STORM SEWER PLAN
SHEET 14 OF 101
SUMMIT CARTERET &
ROUTT STORM
CONCEPTUAL DESIGN
CITY OF PUEBLO
211 EAST D STREET
PUEBLO, COLORADO, 81003
(719) 553-2488
C-4
SHEET 5
FLOW TABLE
STRUCTURE ID
Q5 (CFS)
Q10 (CFS)
MATCHLINE
SEE SHEET C-5

STORM SEWER PLAN
SHEET (5 OF 10)
SUMMIT CARTERET'S
ROUTT STORM
CONCEPTUAL DESIGN
CITY OF PUEBLO
211 EAST D STREET
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(719) 553-2459
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Know what's below.
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REVISION
DESIGNED
DRAWN
CHECKED
DATE
DRAWING NUMBER
C-5
SHEET 6
FLOW TABLE
STRUCTURE ID
Q5 [CFS]
Q10 [CFS]
MATCHLINE
SEE SHEET C4.4
MATCHLINE
SEE SHEET C4.2
SCALE IN FEET

REVISION
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DRAWN
CHECKED
DATE
STAFF
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PUEBLO, COLORADO, 81003
(719) 553-2489
SUMMIT CARTERET & ROUTT STORM CONCEPTUAL DESIGN
STORM SEWER PLAN
SHEET (6 OF 10)
DRAWING NUMBER
C-6
SHEET 7
MATCHLINE
SEE SHEET C-7
FLOW TABLE
STRUCTURE ID
Q5 (CFS)
Q10 (CFS)
MH0427
84
120
MH4000
182
236
MATCHLINE
SEE SHEET C-5
0
40
80
SCALE IN FEET

REVISION
DESIGNED
DRAWN
CHECKED
DATE
STAMP
811
Know what's below.
Call before you dig.
CITY OF PUEBLO
. 211 EAST D STREET
PUEBLO, COLORADO, 81003
(719) 553-2459
SUMMIT CARTERET &
ROUTT STORM
CONCEPTUAL DESIGN
STORM SEWER PLAN
SHEET (7 OF 10)
DRAWING NUMBER
C-7
SHEET 8
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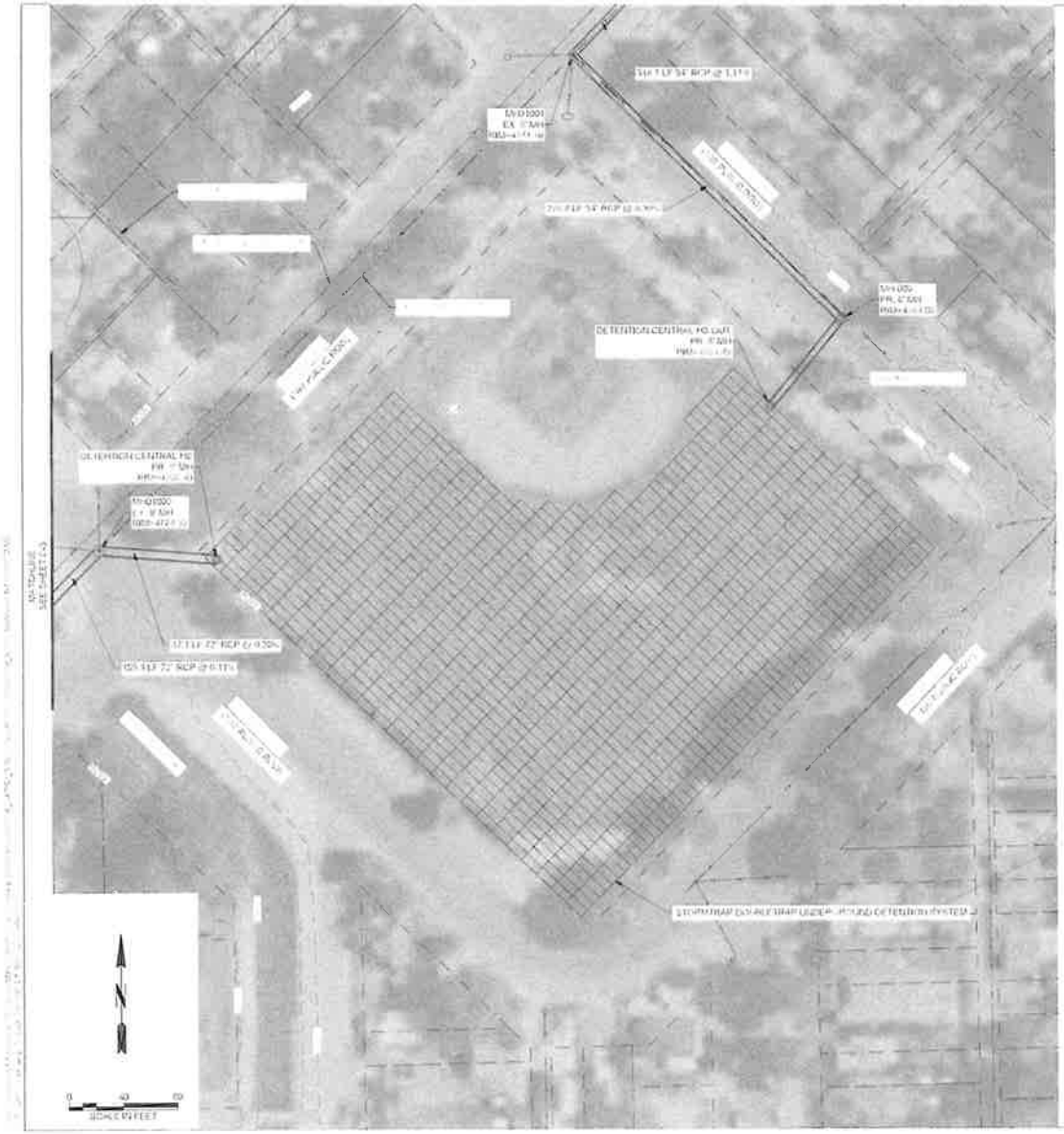

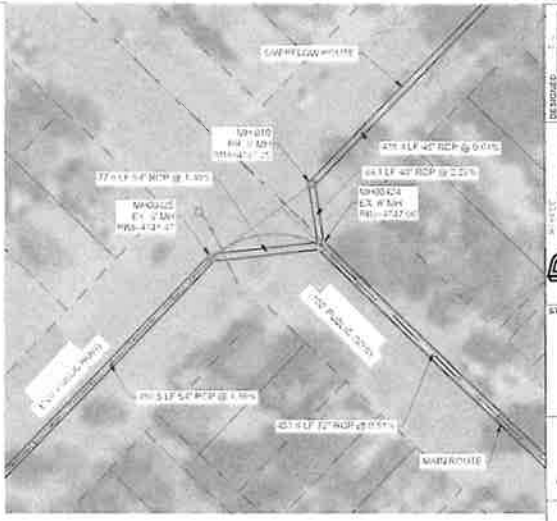

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MH01001	128	186
MH00474	126	171

REVISION

DESIGNED
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DATE

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SUMMIT CARTERET & ROUTT STORM CONCEPTUAL DESIGN

STORM SEWER PLAN
SHEET 8 OF 10

DRAWING NUMBER
C-8
SHEET 9

STORM SEWER PLAN
SHEET 9 OF 10
SUMMIT CARTERET & ROUTT STORM CONCEPTUAL DESIGN
CITY OF PUEBLO
211 EAST D STREET
PUEBLO, COLORADO, 81003
(719) 553-2489
811
Know what's below. Call before you dig.
C-9
SHEET 10
REVISION
DESIGNED
DRAWN
CHECKED
DATE
STAMP
MATCHLINE SEE SHEET C-10
FLOW TABLE
STRUCTURE ID
Q5 [CFS]
Q10 [CFS]
24in
24in
SCALE IN FEET

REVISION
DESIGNED
DRAWN
CHECKED
DATE
STAMP
811
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CITY OF PUEBLO
211 EAST D STREET
PUEBLO, COLORADO, 81003
(719) 553-2489
SUMMIT CARTERET &
ROUTT STORM
CONCEPTUAL DESIGN
STORM SEWER PLAN
SHEET (10 OF 10)
DRAWING NUMBER
C-10
SHEET 11
FLOW TABLE
STRUCTURE ID
Q100 [CFS]
257
177
Q5 [CFS]
214
214
SCALE IN FEET

REPORT APPENDIX B: CUHP HYETOGRAPHS

WQ HYETOGRAPH		
Time	Depth	Curve Value
0:05	0.012	0.02
0:10	0.024	0.04
0:15	0.0504	0.084
0:20	0.096	0.16
0:25	0.15	0.25
0:30	0.084	0.14
0:35	0.0378	0.063
0:40	0.03	0.05
0:45	0.018	0.03
0:50	0.018	0.03
0:55	0.018	0.03
1:00	0.018	0.03
1:05	0.018	0.03
1:10	0.012	0.02
1:15	0.012	0.02
1:20	0.012	0.02
1:25	0.012	0.02
1:30	0.012	0.02
1:35	0.012	0.02
1:40	0.012	0.02
1:45	0.012	0.02
1:50	0.012	0.02
1:55	0.006	0.01
2:00	0.006	0.01
2:05	0	

2-YEAR HYETOGRAPH		
Time	Depth	Curve Value
0:05	0.0188	0.02
0:10	0.0376	0.04
0:15	0.07896	0.084
0:20	0.1504	0.16
0:25	0.235	0.25
0:30	0.1316	0.14
0:35	0.05922	0.063
0:40	0.047	0.05
0:45	0.0282	0.03
0:50	0.0282	0.03
0:55	0.0282	0.03
1:00	0.0282	0.03
1:05	0.0282	0.03
1:10	0.0188	0.02
1:15	0.0188	0.02
1:20	0.0188	0.02
1:25	0.0188	0.02
1:30	0.0188	0.02
1:35	0.0188	0.02
1:40	0.0188	0.02
1:45	0.0188	0.02
1:50	0.0188	0.02
1:55	0.0094	0.01
2:00	0.0094	0.01
2:05	0	

5-YEAR HYETOGRAPH		
Time	Depth	Curve Value
0:05	0.0244	0.02
0:10	0.04514	0.037
0:15	0.10614	0.087
0:20	0.18666	0.153
0:25	0.305	0.25
0:30	0.1586	0.13
0:35	0.07076	0.058
0:40	0.05368	0.044
0:45	0.04392	0.036
0:50	0.04392	0.036
0:55	0.0366	0.03
1:00	0.0366	0.03
1:05	0.0366	0.03
1:10	0.0366	0.03
1:15	0.0305	0.025
1:20	0.02684	0.022
1:25	0.02684	0.022
1:30	0.02684	0.022
1:35	0.02684	0.022
1:40	0.0183	0.015
1:45	0.0183	0.015
1:50	0.0183	0.015
1:55	0.0183	0.015
2:00	0.01586	0.013
2:05	0	

10-YEAR HYETOGRAPH		
Time	Depth	Curve Value
0:05	0.0296	0.02
0:10	0.05476	0.037
0:15	0.12136	0.082
0:20	0.222	0.15
0:25	0.37	0.25
0:30	0.1776	0.12
0:35	0.08288	0.056
0:40	0.06364	0.043
0:45	0.05624	0.038
0:50	0.04736	0.032
0:55	0.04736	0.032
1:00	0.04736	0.032
1:05	0.04736	0.032
1:10	0.04736	0.032
1:15	0.04736	0.032
1:20	0.037	0.025
1:25	0.02812	0.019
1:30	0.02812	0.019
1:35	0.02812	0.019
1:40	0.02812	0.019
1:45	0.02812	0.019
1:50	0.02812	0.019
1:55	0.02516	0.017
2:00	0.01924	0.013
2:05	0	

25-YEAR HYETOGRAPH		
Time	Depth	Curve Value
0:05	0.02444	0.013
0:10	0.0658	0.035
0:15	0.094	0.05
0:20	0.1504	0.08
0:25	0.282	0.15
0:30	0.47	0.25
0:35	0.2256	0.12
0:40	0.1504	0.08
0:45	0.094	0.05
0:50	0.094	0.05
0:55	0.06016	0.032
1:00	0.06016	0.032
1:05	0.06016	0.032
1:10	0.04512	0.024
1:15	0.04512	0.024
1:20	0.03384	0.018
1:25	0.03384	0.018
1:30	0.02632	0.014
1:35	0.02632	0.014
1:40	0.02632	0.014
1:45	0.02632	0.014
1:50	0.02632	0.014
1:55	0.02632	0.014
2:00	0.02632	0.014
2:05	0	

100-YEAR HYETOGRAPH		
Time	Depth	Curve Value
0:05	0.0261	0.01
0:10	0.0783	0.03
0:15	0.12006	0.046
0:20	0.2088	0.08
0:25	0.3654	0.14
0:30	0.6525	0.25
0:35	0.3654	0.14
0:40	0.2088	0.08
0:45	0.16182	0.062
0:50	0.1305	0.05
0:55	0.1044	0.04
1:00	0.1044	0.04
1:05	0.1044	0.04
1:10	0.0522	0.02
1:15	0.0522	0.02
1:20	0.03132	0.012
1:25	0.03132	0.012
1:30	0.03132	0.012
1:35	0.03132	0.012
1:40	0.03132	0.012
1:45	0.03132	0.012
1:50	0.03132	0.012
1:55	0.03132	0.012
2:00	0.03132	0.012
2:05	0	

REPORT APPENDIX C: CUHP INPUT PARAMETERS

Subcatchment Name	EPA SWMM Target Node	Raingage	Area (mi^2)	Length to Centroid (mi)	Length (mi)	Slope (ft/ft)	Percent Imperviousness	Pervious	Impervious	Initial Rate (in/hr)	Decay Coefficient (1/seconds)	Final Rate (in/hr)
ABRI_01	ABRI_01_IN	MULTI RUN	0.029932705	0.192404751	0.330817	0.005436	49.580542	0.35	0.05	5	0.0007	1
ABRI_02	ABRI_02_IN	MULTI RUN	0.017317103	0.116437868	0.199589	0.006442	64.868797	0.35	0.05	4.999	0.0007	1
ABRI_03	ABRI_03_IN	MULTI RUN	0.280032866	0.81508909	1.311534	0.006682	64.286149	0.35	0.05	4.921	0.00874	0.930887
AGAT_01	AGAT_01_IN	MULTI RUN	0.007724783	0.009192898	0.081787	0.00396	64.999979	0.35	0.05	4.499998	0.0018	0.6
ARR_01	ARR_01_IN	MULTI RUN	0.048467713	0.125188641	0.365854	0.016229	65.240147	0.35	0.05	4.727354	0.0013	0.781883
ARR_02	ARR_02_IN	MULTI RUN	0.007061222	0.036294925	0.122616	0.013362	64.999977	0.35	0.05	4.500003	0.0018	0.6
CART_01	CART_01_IN	MULTI RUN	0.106538669	0.677775627	1.211997	0.00913	50.88333	0.35	0.05	4.5	0.0018	0.6
CART_02	CART_02_IN	MULTI RUN	0.126691946	0.386855475	0.914409	0.005321	59.122023	0.35	0.05	4.5	0.0018	0.6
CART_03	CART_03_IN	MULTI RUN	0.123013481	0.261158948	0.77918	0.003592	59.966612	0.35	0.05	4.5	0.0018	0.6
CART_04	CART_04_IN	MULTI RUN	0.116614349	0.382859126	0.727365	0.009458	37.814828	0.4	0.1	4.578862	0.001627	0.66309
CART_05	CART_05_IN	MULTI RUN	0.11971207	0.305878601	0.808476	0.088257	55.055627	0.35	0.05	4.546874	0.001697	0.637499
CART_06	CART_06_IN	MULTI RUN	0.224621631	0.386700142	1.064519	0.011075	57.727619	0.35	0.1	4.948261	0.000814	0.958609
CART_07	CART_07_IN	MULTI RUN	0.122427121	0.29138098	0.746736	0.009935	58.907961	0.35	0.05	4.852819	0.000961	0.903309
CRYS_01	CRYS_01_IN	MULTI RUN	0.007394885	0.007694931	0.103701	0.006883	65.000006	0.35	0.05	4.499999	0.0018	0.6
I25_01	I25_01_IN	MULTI RUN	0.003843413	0.03428972	0.093697	0.072914	26.60854	0.4	0.05	3.250919	0.0018	0.516725
I25_02	I25_02_IN	MULTI RUN	0.028842886	0.195185093	0.436795	0.028919	58.54119	0.4	0.05	4.8318	0.00107	0.86544
I25_03	I25_03_IN	MULTI RUN	0.001301689	0.041818526	0.091418	0.057946	15	0.4	0.1	4.5	0.0018	0.6
I25_04	I25_04_IN	MULTI RUN	0.070879932	0.166367571	0.447045	0.020637	55.462194	0.35	0.05	4.710763	0.001336	0.768611
I25_05	I25_05_IN	MULTI RUN	0.016656841	0.147441428	0.341657	0.014974	64.966712	0.35	0.05	5	0.0007	1
MESA_01	MESA_01_IN	MULTI RUN	0.005639899	0.074868586	0.235395	0.001239	65.000012	0.35	0.05	4.500002	0.0018	0.6
ROUT_02	ROUT_02_IN	MULTI RUN	0.028663546	0.105696229	0.320576	0.01583	57.972265	0.35	0.05	5	0.0007	1
ROUT_03	ROUT_03_IN	MULTI RUN	0.044973699	0.094887194	0.285713	0.003496	66.029953	0.35	0.05	4.553689	0.001682	0.642952
ROUT_04	ROUT_04_IN	MULTI RUN	0.08416952	0.014332491	0.394172	0.002787	64.237792	0.35	0.1	4.5	0.0018	0.6
ROUT_05	ROUT_05_IN	MULTI RUN	0.084459282	0.234355647	0.67889	0.002412	64.443488	0.35	0.05	4.5	0.0018	0.6
ROUT_06	ROUT_06_IN	MULTI RUN	0.088098227	0.070603293	0.38464	0.002336	64.450871	0.35	0.1	4.5	0.0018	0.6
ROUT_07	ROUT_07_IN	MULTI RUN	0.017765842	0.073971878	0.182024	0.002755	56.377432	0.35	0.1	4.499999	0.0018	0.6
ROUT_08	ROUT_08_IN	MULTI RUN	0.036342657	0.128918903	0.399663	0.004408	65.053112	0.35	0.05	4.5	0.0018	0.6
ROUT_09	ROUT_09_IN	MULTI RUN	0.03600801	0.059818184	0.129796	0.011222	65.096352	0.35	0.1	4.500001	0.0018	0.6
ROUT_10	ROUT_10_IN	MULTI RUN	0.088070435	0.361119527	0.655815	0.009758	64.150011	0.35	0.05	4.557569	0.001673	0.646055
ROUT_01	ROUT_01_IN	MULTI RUN	0.03037517	0.165772692	0.27175	0.012095	58.530224	0.35	0.05	5	0.0007	1
ROUT_11	ROUT_11_IN	MULTI RUN	0.003068994	0.054974635	0.158975	0.010734	60.274578	0.35	0.05	4.999	0.0007	0.9999
ROUT_12	ROUT_12_IN	MULTI RUN	0.007484817	0.052940647	0.155323	0.01676	55.446204	0.35	0.05	4.999	0.0007	0.9999
ROUT_13	ROUT_13_IN	MULTI RUN	0.055934309	0.223405835	0.429459	0.00534	54.156675	0.35	0.05	4.671	0.001424	0.736673
ROUT_14	ROUT_14_IN	MULTI RUN	0.043211645	0.190473046	0.37458	0.00266	67.724887	0.35	0.05	4.999	0.0007	1
ROUT_15	ROUT_15_IN	MULTI RUN	0.05188663	0.241875537	0.444881	0.012247	62.337266	0.35	0.05	4.887	0.000947	0.910271
ROUT_16	ROUT_16_IN	MULTI RUN	0.015244333	0.118136423	0.251789	0.016798	59.099109	0.35	0.05	4.805	0.001129	0.843909
SUM_01	SUM_01_IN	MULTI RUN	0.013851032	0.060979599	0.183053	0.001056	65.000003	0.35	0.05	4.500001	0.0018	0.6
SUM_02	SUM_02_IN	MULTI RUN	0.014418825	0.023924012	0.191392	0.001945	64.999984	0.35	0.05	4.500001	0.0018	0.6
SUM_03	SUM_03_IN	MULTI RUN	0.009117015	0.035013705	0.163305	0.001297	65.60622	0.35	0.05	4.5	0.0018	0.6
SUM_04	SUM_04_IN	MULTI RUN	0.017210032	0.106846634	0.198893	0.001017	65.247667	0.35	0.05	4.5	0.0018	0.6
SUM_05	SUM_05_IN	MULTI RUN	0.007464686	0.056514394	0.129875	0.001192	64.999978	0.35	0.05	4.500002	0.0018	0.6
SUM_06	SUM_06_IN	MULTI RUN	0.008713852	0.02403089	0.123327	0.002708	65.000009	0.35	0.05	4.499999	0.0018	0.6
SUM_07	SUM_07_IN	MULTI RUN	0.012123487	0.0272735	0.182036	0.002363	61.890876	0.35	0.05	4.5	0.0018	0.6
SUM_08	SUM_08_IN	MULTI RUN	0.010576732	0.036097267	0.18625	0.002666	56.109761	0.35	0.05	4.500001	0.0018	0.6
SUM_09	SUM_09_IN	MULTI RUN	0.023820447	0.09595768	0.720539	0.002165	34.189688	0.35	0.1	4.499998	0.0018	0.6
SUM_10	SUM_10_IN	MULTI RUN	0.118531795	0.277934918	0.705069	0.006226	25.002767	0.35	0.1	4.5	0.0018	0.6
SUM_11	SUM_11_IN	MULTI RUN	0.037831607	0.217188638	0.588471	0.001221	62.956595	0.35	0.05	4.500001	0.0018	0.6
LAKE_01	LAKE_01_IN	MULTI RUN	12.4294061	4.554094136	9.108188	0.02	42.8	0.4	0.1	4.5	0.0018	0.6

REPORT APPENDIX D: CUHP STORM HYDROGRAPH RESULTS

WQ CUHP STORM HYDROGRAPH PARAMETERS				
Catchment Name/ID	Time to Peak (min.)	Peak Flow (cfs)	Total Volume (c.f.)	Runoff per Unit Area (cfs/acre)
ABRI_01	38.0	4	17,891	0.19
ABRI_02	32.0	4	14,528	0.37
ABRI_03	46.0	43	232,549	0.24
AGAT_01	25.0	3	6,462	0.71
ARR_01	31.0	15	40,915	0.48
ARR_02	30.0	2	5,931	0.53
CART_01	50.0	9	65,853	0.13
CART_02	41.0	19	95,376	0.23
CART_03	38.0	21	94,371	0.27
CART_04	43.0	7	43,736	0.10
CART_05	32.0	28	82,012	0.36
CART_06	38.0	37	151,109	0.26
CART_07	36.0	24	91,722	0.30
CRYS_01	25.0	3	6,167	0.74
I25_01	33.0	0	894	0.12
I25_02	33.0	6	21,432	0.30
I25_03	40.0	0	85	0.02
I25_04	31.0	16	49,036	0.36
I25_05	33.0	3	13,999	0.32
MESA_01	41.0	1	4,743	0.21
ROUT_02	31.0	7	21,019	0.37
ROUT_03	31.0	13	38,508	0.44
ROUT_04	26.0	36	64,396	0.66
ROUT_05	39.0	15	70,334	0.27
ROUT_06	31.0	25	67,677	0.44
ROUT_07	32.0	3	11,582	0.27
ROUT_08	33.0	8	30,588	0.34
ROUT_09	28.0	14	27,966	0.60
ROUT_10	37.0	17	72,958	0.30
ROUT_01	32.0	6	22,563	0.33
ROUT_11	33.0	1	2,369	0.28
ROUT_12	30.0	2	5,175	0.36
ROUT_13	36.0	8	37,500	0.24
ROUT_14	36.0	9	38,091	0.32
ROUT_15	34.0	11	41,601	0.33
ROUT_16	32.0	3	11,469	0.33
SUM_01	33.0	3	11,646	0.33
SUM_02	30.0	4	12,127	0.48
SUM_03	31.0	2	7,748	0.38
SUM_04	36.0	3	14,535	0.28
SUM_05	33.0	1	6,276	0.31
SUM_06	30.0	3	7,322	0.50
SUM_07	30.0	3	9,644	0.43
SUM_08	31.0	2	7,430	0.32
SUM_09	55.0	1	7,406	0.05
SUM_10	47.0	3	22,289	0.04
SUM_11	44.0	5	30,677	0.19
LAKE_01	119.0	853	5,678,843	0.08

2-YEAR CUHP STORM HYDROGRAPH PARAMETERS				
Catchment Name/ID	Time to Peak (min.)	Peak Flow (cfs)	Total Volume (c.f.)	Runoff per Unit Area (cfs/acre)
ABRI_01	37.0	6	28,815	0.30
ABRI_02	32.0	7	23,399	0.60
ABRI_03	45.0	75	392,710	0.42
AGAT_01	26.0	6	10,871	1.18
ARR_01	31.0	24	66,812	0.79
ARR_02	30.0	4	9,978	0.92
CART_01	49.0	17	114,486	0.24
CART_02	41.0	33	161,570	0.41
CART_03	38.0	37	159,459	0.47
CART_04	43.0	15	81,151	0.20
CART_05	32.0	49	139,619	0.64
CART_06	38.0	62	251,148	0.43
CART_07	35.0	38	147,732	0.49
CRYS_01	25.0	6	10,374	1.23
I25_01	30.0	1	1,956	0.28
I25_02	33.0	9	34,520	0.49
I25_03	40.0	0	287	0.08
I25_04	32.0	28	80,924	0.61
I25_05	33.0	6	22,547	0.53
MESA_01	41.0	1	7,980	0.37
ROUT_02	31.0	11	33,854	0.59
ROUT_03	31.0	22	64,333	0.76
ROUT_04	27.0	63	112,144	1.17
ROUT_05	39.0	26	118,386	0.47
ROUT_06	31.0	45	117,797	0.81
ROUT_07	32.0	6	20,478	0.52
ROUT_08	33.0	14	51,457	0.59
ROUT_09	30.0	25	48,645	1.08
ROUT_10	37.0	29	121,972	0.52
ROUT_01	32.0	10	36,341	0.54
ROUT_11	32.0	1	3,815	0.46
ROUT_12	30.0	3	8,335	0.57
ROUT_13	36.0	14	62,537	0.40
ROUT_14	35.0	14	61,350	0.51
ROUT_15	33.0	18	67,004	0.53
ROUT_16	32.0	5	18,508	0.53
SUM_01	33.0	5	19,593	0.57
SUM_02	30.0	8	20,402	0.84
SUM_03	31.0	4	13,027	0.65
SUM_04	36.0	5	24,448	0.49
SUM_05	33.0	3	10,559	0.55
SUM_06	30.0	5	12,317	0.87
SUM_07	31.0	6	16,267	0.75
SUM_08	31.0	4	12,703	0.57
SUM_09	47.0	2	15,195	0.12
SUM_10	45.0	9	51,458	0.11
SUM_11	44.0	8	51,700	0.33
LAKE_01	117.0	1,239	10,334,324	0.16

5-YEAR CUHP STORM HYDROGRAPH PARAMETERS				
Catchment Name/ID	Time to Peak (min.)	Peak Flow (cfs)	Total Volume (c.f.)	Runoff per Unit Area (cfs/acre)
ABRI_01	36.0	7	38,285	0.39
ABRI_02	31.0	9	30,773	0.77
ABRI_03	45.0	104	543,117	0.58
AGAT_01	25.0	8	14,983	1.64
ARR_01	31.0	33	89,920	1.06
ARR_02	30.0	6	13,755	1.27
CART_01	49.0	24	163,600	0.35
CART_02	40.0	47	225,347	0.57
CART_03	38.0	52	221,906	0.66
CART_04	42.0	21	116,274	0.29
CART_05	32.0	68	193,831	0.89
CART_06	37.0	83	338,180	0.57
CART_07	35.0	51	198,442	0.65
CRYS_01	25.0	8	14,301	1.70
I25_01	32.0	1	3,414	0.49
I25_02	32.0	12	46,364	0.66
I25_03	36.0	0	517	0.13
I25_04	31.0	38	109,877	0.83
I25_05	32.0	7	29,653	0.67
MESA_01	40.0	2	11,000	0.50
ROUT_02	31.0	14	44,522	0.76
ROUT_03	31.0	30	87,505	1.03
ROUT_04	26.0	87	156,779	1.62
ROUT_05	38.0	35	163,364	0.65
ROUT_06	31.0	64	164,583	1.13
ROUT_07	32.0	8	29,142	0.74
ROUT_08	33.0	19	70,929	0.81
ROUT_09	30.0	35	67,880	1.51
ROUT_10	36.0	40	166,121	0.71
ROUT_01	32.0	13	47,760	0.69
ROUT_11	31.0	1	5,006	0.59
ROUT_12	30.0	4	10,996	0.74
ROUT_13	35.0	20	85,012	0.55
ROUT_14	35.0	18	80,781	0.65
ROUT_15	33.0	23	89,675	0.71
ROUT_16	31.0	7	25,077	0.73
SUM_01	33.0	7	27,011	0.78
SUM_02	30.0	11	28,128	1.16
SUM_03	31.0	5	17,940	0.90
SUM_04	36.0	7	33,690	0.67
SUM_05	33.0	4	14,556	0.75
SUM_06	30.0	7	16,979	1.20
SUM_07	31.0	8	22,552	1.05
SUM_08	31.0	6	17,866	0.82
SUM_09	51.0	3	24,083	0.20
SUM_10	45.0	15	89,982	0.20
SUM_11	44.0	11	71,535	0.45
LAKE_01	117.0	1,801	14,832,911	0.23

10-YEAR CUHP STORM HYDROGRAPH PARAMETERS				
Catchment Name/ID	Time to Peak (min.)	Peak Flow (cfs)	Total Volume (c.f.)	Runoff per Unit Area (cfs/acre)
ABRI_01	36.0	9	48,191	0.49
ABRI_02	31.0	11	38,304	0.95
ABRI_03	45.0	132	691,625	0.74
AGAT_01	25.0	11	19,289	2.15
ARR_01	31.0	41	113,209	1.32
ARR_02	30.0	7	17,710	1.62
CART_01	49.0	32	218,560	0.47
CART_02	40.0	60	294,078	0.75
CART_03	38.0	67	288,962	0.85
CART_04	42.0	31	165,124	0.42
CART_05	32.0	92	256,223	1.20
CART_06	37.0	103	425,352	0.72
CART_07	35.0	63	247,060	0.80
CRYS_01	25.0	11	18,413	2.25
I25_01	31.0	2	5,373	0.78
I25_02	32.0	15	57,830	0.82
I25_03	37.0	0	1,036	0.28
I25_04	32.0	49	141,138	1.07
I25_05	32.0	9	36,907	0.83
MESA_01	40.0	2	14,163	0.64
ROUT_02	31.0	17	55,694	0.95
ROUT_03	31.0	38	112,562	1.32
ROUT_04	26.0	116	203,795	2.16
ROUT_05	38.0	45	210,579	0.83
ROUT_06	31.0	83	213,815	1.46
ROUT_07	32.0	11	38,621	0.99
ROUT_08	31.0	24	91,310	1.04
ROUT_09	27.0	45	88,060	1.96
ROUT_10	36.0	51	214,606	0.91
ROUT_01	32.0	17	59,721	0.85
ROUT_11	31.0	1	6,252	0.73
ROUT_12	30.0	4	13,779	0.93
ROUT_13	35.0	26	111,006	0.72
ROUT_14	35.0	22	100,353	0.80
ROUT_15	33.0	29	111,432	0.87
ROUT_16	31.0	9	31,218	0.90
SUM_01	32.0	9	34,777	1.00
SUM_02	30.0	14	36,216	1.49
SUM_03	31.0	7	23,069	1.15
SUM_04	36.0	9	43,354	0.85
SUM_05	32.0	5	18,741	0.96
SUM_06	30.0	9	21,859	1.54
SUM_07	30.0	10	29,236	1.35
SUM_08	31.0	7	23,501	1.08
SUM_09	48.0	5	35,128	0.30
SUM_10	46.0	24	141,556	0.32
SUM_11	45.0	14	92,510	0.58
LAKE_01	116.0	2,575	20,921,557	0.32

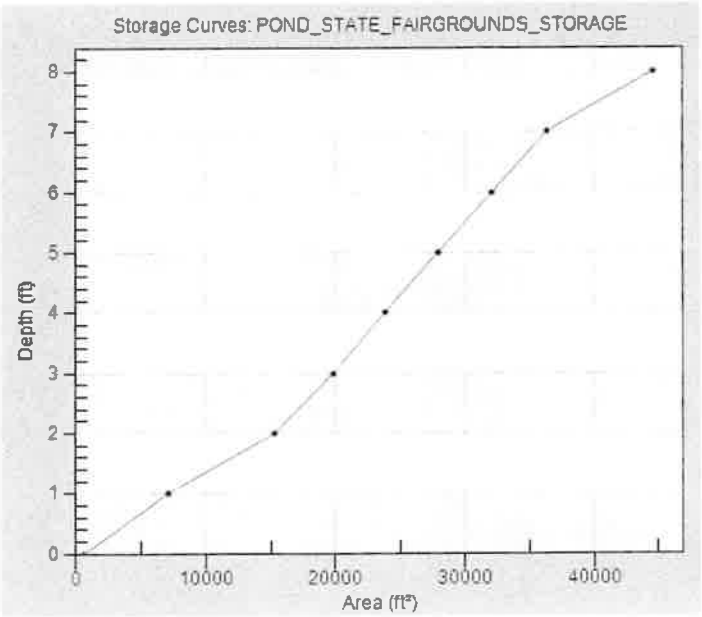
25-YEAR CUHP STORM HYDROGRAPH PARAMETERS				
Catchment Name/ID	Time to Peak (min.)	Peak Flow (cfs)	Total Volume (c.f.)	Runoff per Unit Area (cfs/acre)
ABRI_01	42.0	15	66,929	0.77
ABRI_02	37.0	15	51,322	1.36
ABRI_03	51.0	200	962,894	1.12
AGAT_01	30.0	16	27,262	3.22
ARR_01	36.0	62	161,292	1.99
ARR_02	35.0	11	25,031	2.35
CART_01	56.0	54	330,208	0.79
CART_02	47.0	95	426,105	1.18
CART_03	44.0	105	417,079	1.33
CART_04	49.0	61	284,802	0.81
CART_05	37.0	142	379,919	1.85
CART_06	43.0	162	597,842	1.13
CART_07	41.0	100	352,487	1.27
CRYS_01	30.0	16	26,027	3.36
I25_01	40.0	3	9,425	1.40
I25_02	40.0	24	83,226	1.29
I25_03	45.0	1	2,434	0.69
I25_04	37.0	78	211,084	1.72
I25_05	40.0	13	49,440	1.21
MESA_01	48.0	4	20,019	0.99
ROUT_02	36.0	25	75,622	1.38
ROUT_03	37.0	56	158,799	1.94
ROUT_04	31.0	176	291,399	3.26
ROUT_05	45.0	69	298,291	1.27
ROUT_06	36.0	122	305,425	2.17
ROUT_07	40.0	18	57,200	1.55
ROUT_08	40.0	36	129,033	1.56
ROUT_09	31.0	68	125,468	2.94
ROUT_10	43.0	79	305,175	1.40
ROUT_01	37.0	24	80,975	1.25
ROUT_11	40.0	2	8,443	1.08
ROUT_12	35.0	7	18,827	1.36
ROUT_13	42.0	43	166,787	1.20
ROUT_14	41.0	32	133,842	1.17
ROUT_15	40.0	44	156,430	1.34
ROUT_16	38.0	14	45,654	1.43
SUM_01	40.0	13	49,155	1.51
SUM_02	35.0	20	51,190	2.17
SUM_03	37.0	10	32,530	1.70
SUM_04	42.0	14	61,219	1.30
SUM_05	40.0	7	26,489	1.45
SUM_06	35.0	12	30,895	2.24
SUM_07	36.0	16	41,850	2.00
SUM_08	37.0	11	34,546	1.65
SUM_09	54.0	9	60,390	0.58
SUM_10	53.0	49	268,006	0.65
SUM_11	52.0	22	131,838	0.91
LAKE_01	120.0	4,579	34,048,883	0.58

50-YEAR CUHP STORM HYDROGRAPH PARAMETERS				
Catchment Name/ID	Time to Peak (min.)	Peak Flow (cfs)	Total Volume (c.f.)	Runoff per Unit Area (cfs/acre)
ABRI_01	42.0	20	87,367	1.04
ABRI_02	37.0	19	64,223	1.75
ABRI_03	51.0	249	1,192,036	1.39
AGAT_01	30.0	20	33,694	4.00
ARR_01	36.0	77	200,345	2.49
ARR_02	35.0	13	30,937	2.90
CART_01	56.0	68	417,008	0.99
CART_02	46.0	119	531,025	1.47
CART_03	44.0	130	519,131	1.66
CART_04	49.0	80	376,080	1.08
CART_05	37.0	179	477,495	2.33
CART_06	43.0	213	761,245	1.48
CART_07	41.0	128	444,783	1.63
CRYS_01	30.0	20	32,169	4.17
I25_01	38.0	5	12,564	1.84
I25_02	40.0	31	105,322	1.66
I25_03	44.0	1	3,432	0.95
I25_04	37.0	99	266,837	2.19
I25_05	40.0	17	61,854	1.55
MESA_01	47.0	4	24,742	1.22
ROUT_02	36.0	33	96,149	1.82
ROUT_03	36.0	69	196,305	2.40
ROUT_04	31.0	219	361,827	4.06
ROUT_05	44.0	85	368,949	1.58
ROUT_06	36.0	152	379,106	2.69
ROUT_07	39.0	22	71,829	1.94
ROUT_08	40.0	45	159,468	1.93
ROUT_09	31.0	84	155,610	3.66
ROUT_10	42.0	98	378,305	1.74
ROUT_01	37.0	32	102,794	1.65
ROUT_11	40.0	3	10,670	1.41
ROUT_12	35.0	9	24,110	1.81
ROUT_13	42.0	55	211,298	1.52
ROUT_14	41.0	41	166,565	1.49
ROUT_15	40.0	57	196,024	1.70
ROUT_16	38.0	18	57,436	1.81
SUM_01	40.0	16	60,754	1.86
SUM_02	35.0	25	63,769	2.68
SUM_03	37.0	12	40,174	2.09
SUM_04	42.0	18	75,639	1.61
SUM_05	40.0	9	32,739	1.80
SUM_06	35.0	15	38,185	2.76
SUM_07	35.0	19	51,947	2.48
SUM_08	37.0	14	43,251	2.06
SUM_09	54.0	12	79,443	0.76
SUM_10	53.0	65	361,166	0.86
SUM_11	52.0	27	163,400	1.13
LAKE_01	120.0	5,945	44,024,705	0.75

100-YEAR CUHP STORM HYDROGRAPH PARAMETERS				
Catchment Name/ID	Time to Peak (min.)	Peak Flow (cfs)	Total Volume (c.f.)	Runoff per Unit Area (cfs/acre)
ABRI_01	43.0	26	112,959	1.38
ABRI_02	37.0	25	79,738	2.22
ABRI_03	52.0	309	1,470,866	1.72
AGAT_01	30.0	23	41,337	4.74
ARR_01	36.0	96	248,793	3.11
ARR_02	35.0	16	37,955	3.60
CART_01	57.0	86	524,155	1.26
CART_02	48.0	148	657,725	1.83
CART_03	45.0	161	642,085	2.05
CART_04	50.0	105	494,893	1.41
CART_05	37.0	223	597,872	2.92
CART_06	43.0	273	966,466	1.90
CART_07	42.0	162	562,153	2.07
CRYS_01	30.0	23	39,468	4.94
I25_01	36.0	6	16,539	2.39
I25_02	40.0	39	133,622	2.11
I25_03	45.0	1	4,778	1.29
I25_04	37.0	126	338,354	2.77
I25_05	40.0	21	76,781	1.96
MESA_01	48.0	5	30,356	1.52
ROUT_02	36.0	43	121,302	2.36
ROUT_03	37.0	85	241,152	2.97
ROUT_04	31.0	261	445,697	4.85
ROUT_05	46.0	105	453,050	1.94
ROUT_06	36.0	188	466,798	3.33
ROUT_07	38.0	27	89,624	2.42
ROUT_08	40.0	55	195,634	2.37
ROUT_09	32.0	101	191,421	4.39
ROUT_10	43.0	121	466,303	2.14
ROUT_01	38.0	41	129,490	2.12
ROUT_11	40.0	4	13,381	1.80
ROUT_12	36.0	11	30,627	2.37
ROUT_13	43.0	69	267,784	1.92
ROUT_14	42.0	52	205,615	1.87
ROUT_15	40.0	71	245,651	2.15
ROUT_16	38.0	22	72,538	2.29
SUM_01	40.0	20	74,539	2.28
SUM_02	35.0	31	77,624	3.31
SUM_03	37.0	15	49,243	2.58
SUM_04	43.0	22	92,764	1.98
SUM_05	40.0	11	40,167	2.20
SUM_06	35.0	19	46,849	3.42
SUM_07	36.0	24	64,048	3.08
SUM_08	37.0	17	53,847	2.57
SUM_09	58.0	15	103,710	0.99
SUM_10	54.0	86	482,796	1.14
SUM_11	53.0	34	201,118	1.41
LAKE_01	121.0	7,784	56,602,302	0.98

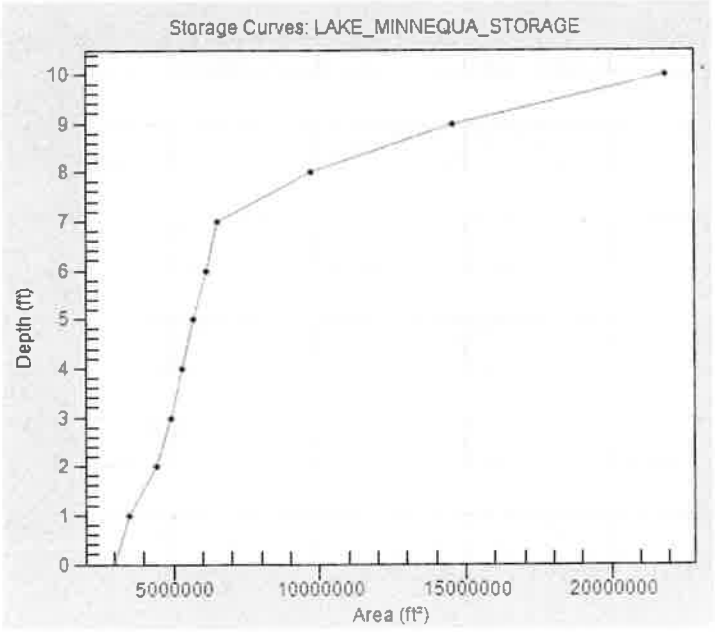
REPORT APPENDIX E: EXISTING STAGE-STORAGE AND STAGE-DISCHARGE CURVES

State Fairgrounds Stage-Storage Curve



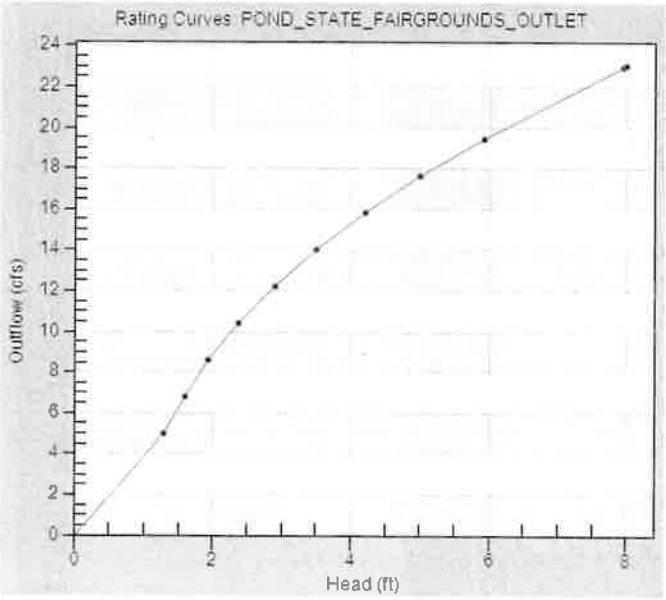
	Depth (ft)	Area (ft²)
1	0	693.42
2	1	7103.47
3	2	15255.06
4	3	19868.21
5	4	23856.86
6	5	27965.25
7	6	32105.97
8	7	36319.04
9	8	44638.1992
10		
11		
12		

Lake Minnequa Stage-Storage Curve



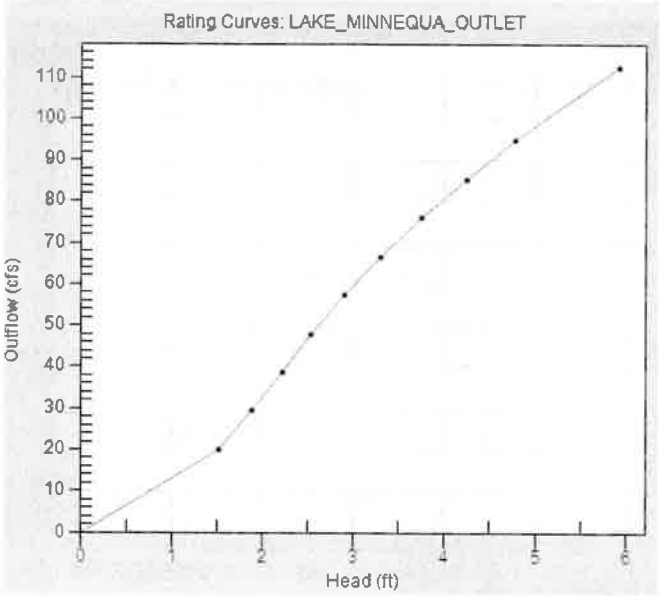
	Depth (ft)	Area (ft²)
1	0	2993025.27
2	1	3512465.15
3	2	4428173.17
4	3	4913208.73
5	4	5287087.69
6	5	5692177.35
7	6	6087997.37
8	7	6485607.64
9	8	9728411.46
10	9	14592617.19
11	10	21888925.785
12		

State Fairgrounds Stage-Discharge Curve



	Head (ft)	Outflow (cfs)
1	0	0
2	1.29	5
3	1.6	6.81
4	1.94	8.61
5	2.37	10.42
6	2.89	12.23
7	3.49	14.04
8	4.19	15.84
9	4.99	17.65
10	5.91	19.46

Lake Minnequa Stage-Discharge Curve



	Head (ft)	Outflow (cfs)
1	0	0
2	1.525	20
3	1.89	29.35
4	2.215	38.7
5	2.525	48.05
6	2.895	57.4
7	3.3	66.75
8	3.745	76.1
9	4.235	85.45
10	4.77	94.8

REPORT APPENDIX F: BASELINE SWMM JUNCTION RESULTS AND CONDUIT RESULTS

Baseline SWMM Junction Results

Name	2-Year				5-Year				10-Year				25-Year				100-Year			
	Avg. Depth (ft)	Max Depth (ft)	Max. Total Inflow (cfs)	Total Inflow (MG)	Avg. Depth (ft)	Max Depth (ft)	Max. Total Inflow (cfs)	Total Inflow (MG)	Avg. Depth (ft)	Max Depth (ft)	Max. Total Inflow (cfs)	Total Inflow (MG)	Avg. Depth (ft)	Max Depth (ft)	Max. Total Inflow (cfs)	Total Inflow (MG)	Avg. Depth (ft)	Max Depth (ft)	Max. Total Inflow (cfs)	Total Inflow (MG)
ABRI_01_IN	0	0	88.25	3.36	0	0	114.6	4.47	0	0	140.74	5.55	0	0	216.68	7.66	0	0	351.27	12
AGAT_01_IN	0	0	5.86	0.0813	0	0	8.09	0.112	0	0	10.63	0.144	0	0	15.91	0.204	0	0	23.44	0.309
ARR_01_IN	0	0	24.44	0.5	0	0	32.8	0.673	0	0	40.92	0.847	0	0	61.63	1.21	0	0	96.38	1.86
ARR_02_IN	0	0	4.15	0.0746	0	0	5.73	0.103	0	0	7.34	0.132	0	0	10.6	0.187	0	0	16.27	0.284
CART_01_IN	0	0	16.59	0.856	0	0	23.82	1.22	0	0	31.88	1.63	0	0	53.55	2.47	0	0	85.91	3.92
CART_02_IN	0	0	33.42	1.21	0	0	46.57	1.69	0	0	60.49	2.2	0	0	95.4	3.19	0	0	148.06	4.92
CART_03_IN	0	0	37.2	1.19	0	0	51.86	1.66	0	0	67.23	2.16	0	0	104.8	3.12	0	0	161.47	4.8
CART_04_IN	0	0	14.9	0.607	0	0	21.32	0.87	0	0	31.08	1.24	0	0	60.76	2.13	0	0	105.34	3.7
CART_05_IN	0	0	48.99	1.04	0	0	68.38	1.45	0	0	91.7	1.92	0	0	142.04	2.84	0	0	223.41	4.47
CART_06_IN	0	0	62.38	1.88	0	0	82.62	2.53	0	0	103.41	3.18	0	0	162.41	4.47	0	0	272.87	7.23
CART_07_IN	0	0	38.27	1.11	0	0	50.98	1.48	0	0	63.05	1.85	0	0	99.75	2.64	0	0	162.23	4.2
CRYS_01_IN	0	0	5.81	0.0776	0	0	8.07	0.107	0	0	10.63	0.138	0	0	15.89	0.195	0	0	23.4	0.295
I25_01_IN	0	0	0.69	0.0146	0	0	1.21	0.0255	0	0	1.91	0.0402	0	0	3.45	0.0705	0	0	5.88	0.124
I25_02_IN	0	0	9.1	0.258	0	0	12.16	0.347	0	0	15.09	0.433	0	0	23.85	0.623	0	0	38.89	0.999
I25_03_IN	0	0	0.07	0.00215	0	0	0.11	0.00387	0	0	0.24	0.00775	0	0	0.57	0.0182	0	0	1.07	0.0357
I25_04_IN	0	0	27.67	0.605	0	0	37.78	0.822	0	0	48.62	1.06	0	0	77.92	1.58	0	0	125.83	2.53
I25_05_IN	0	0	5.61	0.169	0	0	7.19	0.222	0	0	8.86	0.276	0	0	12.89	0.37	0	0	20.94	0.574
IN16720	7.11	7.92	127.44	2.58	7.11	8.05	200.4	6.09	7.21	8.18	281.69	26.2	7.41	8.46	504.81	90.2	7.7	8.83	866.51	209
IN16722	0.05	2.25	13.66	0.539	0.19	2.25	15.93	2.07	0.72	2.25	17.93	7.73	1.44	2.25	23.22	15.3	2.24	2.25	30.75	23.9
J10	0.14	1.13	455.89	58.5	0.18	1.21	517.12	89.3	0.23	1.31	580.55	131	0.33	1.64	825.78	221	0.45	2.2	1290.17	356
J20	0.6	4.2	455.39	58.5	1.39	4.5	516.18	89.2	0.92	4.5	579.03	131	1.22	4.5	823.2	221	1.61	4.5	1285.36	356
J30	0	0.32	7.56	0.175	0.01	0.43	17.86	0.572	0.01	0.54	36.73	1.2	0.02	0.81	111.85	3.35	0.02	0.98	205.44	7.07
J40	0	0.33	8.47	0.169	0.01	0.43	18.44	0.561	0.01	0.55	38.71	1.17	0.01	0.81	113.5	3.32	0.02	0.98	206.58	7.03
J50	0	0.34	8.69	0.169	0.01	0.44	18.51	0.56	0.01	0.51	30.63	1.1	0.01	0.65	67.58	2.51	0.02	0.79	107.01	4.84
J60	13.46	14.18	198.26	3.07	13.46	14.33	343.32	6.63	13.46	14.45	502.01	10.9	13.46	14.7	917.76	20.3	13.47	15.02	1573.33	38.4
LAKE_01_IN	0	0	1239.2	77.3	0	0	1800.97	111	0	0	2574.91	156	0	0	4579.08	255	0	0	7783.7	423
LAKE_MINNEQUA	1.93	2.62	1239.2	77.3	2.38	3.48	1800.97	111	2.9	4.56	2574.91	156	4.06	6.69	4579.08	255	6.46	9	7783.7	423
MESA_01_01_IN	0	0	1.33	0.0597	0	0	1.8	0.0823	0	0	2.3	0.106	0	0	3.57	0.15	0	0	5.49	0.227
MH00024	0.01	1.14	19.02	0.464	0.02	1.34	24.38	0.611	0.02	1.6	30.1	0.759	0.02	2	44.6	1.02	0.02	2	69.86	1.58
MH00254	1	6	407.9	57.4	1.25	6	479.5	88	1.53	6	530.75	130	2.04	6	751.85	219	2.7	6	1155.76	352
MH00255	0.73	5	407.55	57.4	0.92	5	479.55	88	1.12	5	530.76	130	1.49	5	752.12	219	1.96	5	1155.8	352
MH00256	14.1	14.53	305.39	53.4	14.11	14.56	336	82.3	14.11	14.59	366.03	122	14.11	14.66	450.79	207	14.11	14.75	590.28	331
MH00257	0.96	6	302.89	53.4	1.2	6	337.08	82.2	1.48	6	369.65	122	1.97	6	451.07	207	2.61	6	590.74	331
MH00258	0.06	3.63	109.45	4.61	0.07	4	120	5.47	0.33	4	121.18	18.2	0.98	4	139.08	69.9	2.06	4	168.23	171
MH00259	0.07	4.5	110.67	4.58	0.09	4.5	113.75	5.44	0.4	4.5	121.42	18.2	1.2	4.5	139.24	69.9	2.56	4.5	168.5	171
MH00265	13.46	14.35	257.25	6.9	13.46	14.51	364.46	10.6	13.46	14.66	482.89	26.8	13.47	14.99	798.4	85.7	13.48	15.42	1300.72	200
MH00269	0.04	2	174.06	3.77	0.05	2	270.26	6.67	0.44	2	376.09	22.1	1.09	2	659.56	80.2	1.94	2	1111.73	193
MH00271	0.03	1.5	174.22	3.76	0.04	1.5	270.41	6.67	0.39	1.5	376.26	22.1	0.87	1.5	659.7	80.2	1.5	1.82	1111.86	193
MH00275	0.03	2	150.18	2.88	0.04	2	236.87	5.44	0.39	2	332.69	20.5	1	2	591.67	78	1.86	2	1007.13	190
MH00402	0.02	2	150.19	2.88	0.03	2	236.87	5.44	0.25	2	332.69	20.5	0.86	2	591.68	78	1.75	2	1007.13	190
MH00405	11.72	12.28	100.52	2.52	11.72	12.46	139.59	3.51	11.73	12.59	183.03	4.6	11.73	12.79	282.21	6.66	11.73	13.04	441.15	10.3
MH00414	0.05	3.5	68.12	1.75	0.05	3.5	90.12	2.42	0.06	3.5	117.95	3.16	0.06	3.5	177.44	4.53	0.07	3.5	273.68	6.97
MH00420	0.03	1.79	25.41	0.824	0.03	2.25	34.86	1.13	0.04	3	45.77	1.48	0.04	3	72.44	2.16	0.05	3	112.72	3.36

Name	2-Year				5-Year				10-Year				25-Year				100-Year			
	Avg. Depth (ft)	Max. Depth (ft)	Max. Total Inflow (cfs)	Total Inflow (MG)	Avg. Depth (ft)	Max Depth (ft)	Max. Total Inflow (cfs)	Total Inflow (MG)	Avg. Depth (ft)	Max Depth (ft)	Max. Total Inflow (cfs)	Total Inflow (MG)	Avg. Depth (ft)	Max Depth (ft)	Max. Total Inflow (cfs)	Total Inflow (MG)	Avg. Depth (ft)	Max Depth (ft)	Max. Total Inflow (cfs)	Total Inflow (MG)
MH00422	1.01	3.53	197.08	48.8	1.27	3.71	227.15	76.8	1.49	3.82	250.33	104	1.74	4.24	306.69	137	1.91	6	401.84	161
MH00425	15.16	15.16	141.59	47	15.16	15.16	153.01	74.4	15.16	15.16	165.83	101	15.16	15.16	165.89	133	15.16	15.16	165.95	154
MH00450	3.56	3.82	103.73	4	3.57	3.9	134.19	5.65	3.57	4	177.99	7.51	3.57	4.19	330.2	12	3.58	4.35	600.93	20.6
MH00451	0.01	0.99	13.46	0.296	0.01	1.16	17.24	0.389	0.01	1.33	21.28	0.484	0.02	2	30.24	0.647	0.02	2	49.29	1
MH00622	0.03	3.5	45.08	1.18	0.04	3.5	62.66	1.63	0.05	3.5	80.53	2.14	0.05	3.5	121.84	3.09	0.06	3.5	188.69	4.79
MH00624	1.21	4.08	112.77	46.2	1.52	4.41	122.74	72	1.76	5.5	133.63	92.8	2.02	5.5	155.56	117	2.15	5.5	173.65	130
MH01001	14.86	14.86	145.36	47	14.86	14.86	153.12	74.5	14.86	15.19	170.5	101	14.86	15.32	201.08	133	14.87	15.47	254.85	156
MH01002	1.19	5.5	138.64	47	1.51	5.5	145.36	74.4	1.78	5.5	174.75	101	2.1	6	201.11	133	2.3	6	254.89	156
MH01003	1.27	4.97	138.67	47	1.62	5.5	145.37	74.4	1.91	6	163.58	101	2.26	6	201.12	133	2.47	6	254.9	156
MH01004	1.27	5.5	128.67	46.8	1.62	5.5	138.69	74.2	1.91	5.5	155.55	101	2.25	5.5	189.01	133	2.47	5.5	235.53	156
MH01016	18.33	18.33	107.64	46.1	18.33	18.33	115.9	71.8	18.33	18.33	124.97	92.5	18.33	18.64	143.36	117	18.33	18.73	150.93	130
MH01021	10.38	10.73	24.13	1.08	10.39	10.82	33.7	1.65	10.39	10.9	45.3	2.35	10.39	11.04	75.76	3.92	10.4	11.18	117.81	6.62
MH01022	0.04	1.5	19.08	0.892	0.05	1.5	26.64	1.4	0.05	1.5	37.04	2.03	0.06	1.5	62.47	3.46	0.07	1.5	96.72	5.92
MH01162	0.05	1.5	16.86	0.81	0.05	1.5	23.73	1.28	0.05	1.5	33.36	1.89	0.06	1.5	56.45	3.26	0.07	1.5	86.96	5.62
MH01163	0.05	1.5	13.35	0.717	0.05	1.5	20.69	1.16	0.05	1.5	29.24	1.72	0.06	1.5	48.74	3.03	0.06	1.5	73.81	5.27
MH01164	0.04	1.5	10.58	0.594	0.05	1.5	17.25	0.987	0.05	1.5	24.87	1.5	0.05	1.5	40.47	2.72	0.06	1.5	59.63	4.79
MH01165	0.04	1.5	8.76	0.499	0.05	1.5	14.85	0.853	0.05	1.5	21.86	1.32	0.05	1.5	35.83	2.46	0.06	1.5	50.9	4.39
MH01166	0.03	1.25	7.01	0.385	0.04	1.25	12.04	0.673	0.04	1.25	17.83	1.06	0.04	1.25	29.14	2	0.05	1.25	40.23	3.61
MH01167	16.53	16.53	90.54	45.1	16.53	16.53	97.62	70.6	16.53	16.53	105.68	91.1	16.53	16.82	127.35	115	16.53	16.96	159.71	129
MH01169	14.39	15.36	106.52	44.9	14.9	15.4	116.21	70.6	14.9	15.46	130.13	91.2	14.9	15.56	165.03	116	14.9	15.69	217.7	130
MH01179	11.93	12.26	87.4	43.9	11.93	12.36	108.12	69.7	11.94	12.43	132.85	90.4	11.94	12.57	199.49	116	11.94	12.73	299.35	131
MH01188	8.55	8.79	14.61	0.615	8.55	8.82	21.06	0.879	8.55	8.87	30.82	1.24	8.56	8.97	60.64	2.14	8.56	9.05	105.1	3.71
MH01196	10.07	10.36	14.9	0.607	10.07	10.42	21.32	0.87	10.08	10.48	31.08	1.24	10.08	10.6	60.76	2.13	10.08	10.72	105.34	3.7
MH01205	11.89	12.44	138.78	44	11.94	12.52	187.31	71.8	12.03	12.59	239.57	111	12.19	12.73	386.49	196	12.36	12.89	634.75	323
MH01236	0.04	2	61.99	1.89	0.04	2	82.11	2.54	0.04	2	102.87	3.2	0.04	2	162.02	4.48	0.05	2	272.57	7.24
MH01238	0.04	2	62.16	1.88	0.04	2	82.33	2.54	0.05	2	103.1	3.19	0.05	2	162.18	4.48	0.05	2	272.73	7.24
MH01497	0.03	1.5	62.19	1.88	0.04	1.5	82.38	2.53	0.04	1.5	103.16	3.19	0.04	1.5	162.21	4.48	0.04	1.5	272.78	7.23
MH01499	0.03	1.5	62.38	1.88	0.03	1.5	82.62	2.53	0.04	1.5	103.41	3.18	0.04	1.5	162.41	4.47	0.04	1.5	272.87	7.23
MH01506	1.3	3	38.27	41.1	1.81	3	50.98	67.8	2.22	3	72.29	106	2.72	3	108.99	189	2.99	3	162.23	312
MH01673	12.21	12.87	138.77	44	12.23	12.98	187.28	71.8	12.33	13.06	239.54	111	12.51	13.23	386.46	196	12.76	13.46	634.72	323
MH01678	0.02	1.5	212.23	3.58	0.02	1.5	364.46	7.31	0.03	1.5	530.25	11.7	0.03	1.5	965.95	21.6	0.04	1.85	1653.52	40.3
MH12341	0.05	3.5	61.96	1.57	0.05	3.5	80.22	2.17	0.06	3.5	105.56	2.83	0.06	3.5	157.94	4.07	0.07	3.5	243.65	6.26
NOINVERT_MH00253	1	6	423.17	58.1	1.25	6	505.86	88.9	1.53	6	565.94	131	2.04	6	803.42	220	2.7	6	1250.23	355
NOINVERT_MH01006	0.03	1.47	17.58	0.613	0.1	1.64	20.97	2.17	0.34	2.04	26.31	7.86	0.67	2.5	33.4	15.8	1.02	2.5	73.9	25.3
NOINVERT_MH01010	0.04	2.25	125.9	2.5	0.12	2.25	197.89	5.98	0.6	2.25	278.03	26.1	1.33	2.25	498.4	90	2.23	2.25	855.9	209
OF_001	0.13	1.1	455.89	58.4	0.18	1.18	517.12	89.3	0.23	1.28	580.55	131	0.32	1.61	825.78	221	0.44	2.15	1290.16	356
OF_002	0.02	1.5	212.16	3.58	0.02	1.5	364.39	7.31	0.03	1.5	530.17	11.7	0.03	1.5	965.88	21.6	0.04	1.85	1653.44	40.3
POND_STATE_FAIRGROUNDS	0.02	1.35	8.58	0.385	0.04	1.92	15.02	0.673	0.05	2.62	23.98	1.06	0.1	4.74	49.3	2	0.2	7.97	86.39	3.61
ROUT_01_IN	0	0	58.49	1.76	0	0	77.88	2.36	0	0	96.25	2.94	0	0	153.26	4.2	0	0	248.45	6.69

Name	2-Year				5-Year				10-Year				25-Year				100-Year			
	Avg. Depth (ft)	Max. Depth (ft)	Max. Total Inflow (cfs)	Total Inflow (MG)	Avg. Depth (ft)	Max Depth (ft)	Max. Total Inflow (cfs)	Total Inflow (MG)	Avg. Depth (ft)	Max Depth (ft)	Max. Total Inflow (cfs)	Total Inflow (MG)	Avg. Depth (ft)	Max Depth (ft)	Max. Total Inflow (cfs)	Total Inflow (MG)	Avg. Depth (ft)	Max Depth (ft)	Max. Total Inflow (cfs)	Total Inflow (MG)
ROUT_02_IN	0	0	13.46	0.296	0	0	17.24	0.389	0	0	21.28	0.484	0	0	30.24	0.647	0	0	49.29	1
ROUT_03_IN	0	0	20.94	0.467	0	0	28.46	0.636	0	0	36.82	0.822	0	0	54.64	1.17	0	0	83.9	1.78
ROUT_04_IN	0	0	63.08	0.842	0	0	87.68	1.18	0	0	116.75	1.53	0	0	176.1	2.18	0	0	261.84	3.34
ROUT_05_IN	0	0	25.56	0.886	0	0	35.1	1.22	0	0	44.84	1.58	0	0	68.83	2.23	0	0	105.1	3.39
ROUT_06_IN	0	0	37.25	0.759	0	0	53.61	1.08	0	0	71.39	1.43	0	0	110.08	2.12	0	0	172.44	3.32
ROUT_07_IN	0	0	7.35	0.179	0	0	10.27	0.25	0	0	13.27	0.325	0	0	19.84	0.463	0	0	30.37	0.707
ROUT_08_IN	0	0	13.75	0.385	0	0	18.93	0.531	0	0	24.19	0.683	0	0	36.34	0.966	0	0	55.12	1.46
ROUT_09_IN	0	0	24.53	0.358	0	0	34.22	0.501	0	0	44.58	0.651	0	0	66.96	0.931	0	0	100.28	1.42
ROUT_10_IN	0	0	25.41	0.824	0	0	34.86	1.13	0	0	45.77	1.48	0	0	72.44	2.16	0	0	112.72	3.36
SUM_01_IN	0	0	5.03	0.147	0	0	6.92	0.202	0	0	8.84	0.26	0	0	13.35	0.388	0	0	20.23	0.558
SUM_02_IN	0	0	7.78	0.153	0	0	10.72	0.21	0	0	13.76	0.271	0	0	20.01	0.383	0	0	30.57	0.581
SUM_03_IN	0	0	3.82	0.0974	0	0	5.26	0.134	0	0	6.71	0.173	0	0	9.89	0.243	0	0	15.03	0.368
SUM_04_IN	0	0	5.37	0.183	0	0	7.37	0.252	0	0	9.39	0.324	0	0	14.37	0.458	0	0	21.79	0.694
SUM_05_IN	0	0	2.6	0.079	0	0	3.59	0.109	0	0	4.58	0.14	0	0	6.95	0.198	0	0	10.52	0.3
SUM_06_IN	0	0	4.87	0.0921	0	0	6.71	0.127	0	0	8.61	0.164	0	0	12.47	0.231	0	0	19.1	0.35
SUM_07_IN	0	0	5.82	0.122	0	0	8.11	0.169	0	0	10.5	0.219	0	0	15.53	0.313	0	0	23.93	0.479
SUM_08_IN	0	0	3.89	0.095	0	0	5.53	0.134	0	0	7.29	0.176	0	0	11.17	0.258	0	0	17.4	0.403
SUM_09_IN	0	0	1.9	0.114	0	0	3.1	0.18	0	0	4.59	0.263	0	0	8.83	0.452	0	0	15.15	0.776
SUM_10_IN	0	0	8.58	0.385	0	0	15.02	0.673	0	0	23.98	1.06	0	0	49.3	2	0	0	86.39	3.61
SUM_11_IN	0	0	7.95	0.387	0	0	10.9	0.535	0	0	13.99	0.692	0	0	22.09	0.986	0	0	34.12	1.5

Baseline SWMM Conduit Results

Name	Slope (ft/ft)	2-Year				5-Year				10-Year				25-Year				100-Year			
		Max. Flow (cfs)	Max. Velocity (ft/s)	Max/ Full Flow	Max/Full Depth	Max. Flow (cfs)	Max. Velocity (ft/s)	Max/ Full Flow	Max/Full Depth	Max. Flow (cfs)	Max. Velocity (ft/s)	Max/ Full Flow	Max/Full Depth	Max. Flow (cfs)	Max. Velocity (ft/s)	Max/ Full Flow	Max/Full Depth	Max. Flow (cfs)	Max. Velocity (ft/s)	Max/ Full Flow	Max/Full Depth
BC00032	0.101	455.39	28.93	0.11	0.19	516.17	30.27	0.13	0.20	579.02	31.56	0.14	0.22	823.11	35.76	0.20	0.27	1285.35	41.68	0.32	0.37
C10	0.110	455.89	29.69	0.08	0.18	517.12	31.08	0.09	0.20	580.55	32.41	0.10	0.21	825.78	38.74	0.15	0.27	1290.10	42.80	0.23	0.36
C30	0.015	7.54	50.00	0.00	0.03	17.84	50.00	0.00	0.03	36.65	50.00	0.00	0.04	111.69	50.00	0.00	0.06	205.30	50.00	0.01	0.08
C40	0.004	7.56	50.00	0.00	0.03	17.86	50.00	0.00	0.04	36.73	50.00	0.00	0.05	111.85	50.00	0.01	0.08	205.44	50.00	0.01	0.10
C50	0.017	8.47	50.00	0.00	0.03	18.44	50.00	0.00	0.03	30.55	50.00	0.00	0.04	67.45	50.00	0.00	0.05	106.85	50.00	0.00	0.06
C60	0.021	197.59	50.00	0.00	0.07	342.96	50.00	0.01	0.09	501.59	50.00	0.01	0.10	917.42	50.00	0.02	0.13	1573.00	50.00	0.03	0.16
D_ABRI_01_IN	0.075	88.25	0.00	0.00	0.00	114.60	0.00	0.00	0.00	140.74	0.00	0.00	0.00	216.68	0.00	0.00	0.00	351.27	0.00	0.00	0.00
D_AGAT_01_IN	0.018	5.86	0.00	0.00	0.00	8.09	0.00	0.00	0.00	10.63	0.00	0.00	0.00	15.91	0.00	0.00	0.00	23.44	0.00	0.00	0.00
D_ARR_01_IN	0.027	24.44	0.00	0.00	0.00	32.80	0.00	0.00	0.00	40.92	0.00	0.00	0.00	61.63	0.00	0.00	0.00	96.38	0.00	0.00	0.00
D_ARR_02_IN	0.026	4.15	0.00	0.00	0.00	5.73	0.00	0.00	0.00	7.34	0.00	0.00	0.00	10.60	0.00	0.00	0.00	16.27	0.00	0.00	0.00
D_CART_01_IN	0.064	16.59	0.00	0.00	0.00	23.82	0.00	0.00	0.00	31.68	0.00	0.00	0.00	53.55	0.00	0.00	0.00	85.91	0.00	0.00	0.00
D_CART_02_IN	0.043	33.42	0.00	0.00	0.00	46.57	0.00	0.00	0.00	60.49	0.00	0.00	0.00	95.40	0.00	0.00	0.00	148.06	0.00	0.00	0.00
D_CART_03_IN	0.043	37.20	0.00	0.00	0.00	51.86	0.00	0.00	0.00	67.23	0.00	0.00	0.00	104.80	0.00	0.00	0.00	161.47	0.00	0.00	0.00
D_CART_04_IN	0.065	14.90	0.00	0.00	0.00	21.32	0.00	0.00	0.00	31.08	0.00	0.00	0.00	60.76	0.00	0.00	0.00	105.34	0.00	0.00	0.00
D_CART_05_IN	0.039	48.99	0.00	0.00	0.00	68.78	0.00	0.00	0.00	91.70	0.00	0.00	0.00	142.04	0.00	0.00	0.00	223.41	0.00	0.00	0.00
D_CART_06_IN	0.072	62.38	0.00	0.00	0.00	82.62	0.00	0.00	0.00	103.41	0.00	0.00	0.00	162.41	0.00	0.00	0.00	272.87	0.00	0.00	0.00
D_CART_07_IN	0.061	38.27	0.00	0.00	0.00	50.98	0.00	0.00	0.00	63.05	0.00	0.00	0.00	99.75	0.00	0.00	0.00	162.23	0.00	0.00	0.00
D_CHYS_01_IN	0.015	5.81	0.00	0.00	0.00	8.07	0.00	0.00	0.00	10.63	0.00	0.00	0.00	15.89	0.00	0.00	0.00	23.40	0.00	0.00	0.00
D_I25_01_IN	0.063	0.69	0.00	0.00	0.00	1.21	0.00	0.00	0.00	1.91	0.00	0.00	0.00	3.45	0.00	0.00	0.00	5.88	0.00	0.00	0.00
D_I25_02_IN	0.095	9.10	0.00	0.00	0.00	12.16	0.00	0.00	0.00	15.09	0.00	0.00	0.00	23.85	0.00	0.00	0.00	38.89	0.00	0.00	0.00
D_I25_03_IN	0.062	0.07	0.00	0.00	0.00	0.11	0.00	0.00	0.00	0.24	0.00	0.00	0.00	0.57	0.00	0.00	0.00	1.07	0.00	0.00	0.00
D_I25_04_IN	0.062	27.67	0.00	0.00	0.00	37.78	0.00	0.00	0.00	48.62	0.00	0.00	0.00	77.92	0.00	0.00	0.00	125.63	0.00	0.00	0.00
D_I25_05_IN	0.037	5.61	0.00	0.00	0.00	7.19	0.00	0.00	0.00	8.86	0.00	0.00	0.00	12.89	0.00	0.00	0.00	20.94	0.00	0.00	0.00
D_LAKE_01_IN	0.117	1239.20	0.00	0.00	0.00	1800.97	0.00	0.00	0.00	2574.91	0.00	0.00	0.00	4579.08	0.00	0.00	0.00	7783.70	0.00	0.00	0.00
D_MESA_01_IN	0.007	1.33	0.00	0.00	0.00	1.80	0.00	0.00	0.00	2.30	0.00	0.00	0.00	3.57	0.00	0.00	0.00	5.49	0.00	0.00	0.00
D_ROUT_01_IN	0.078	58.49	0.00	0.00	0.00	77.88	0.00	0.00	0.00	96.25	0.00	0.00	0.00	153.26	0.00	0.00	0.00	248.45	0.00	0.00	0.00
D_ROUT_02_IN	0.059	13.46	0.00	0.00	0.00	17.24	0.00	0.00	0.00	21.28	0.00	0.00	0.00	30.24	0.00	0.00	0.00	49.29	0.00	0.00	0.00
D_ROUT_03_IN	0.045	20.94	0.00	0.00	0.00	28.46	0.00	0.00	0.00	36.82	0.00	0.00	0.00	54.64	0.00	0.00	0.00	83.90	0.00	0.00	0.00
D_ROUT_04_IN	0.034	63.08	0.00	0.00	0.00	87.68	0.00	0.00	0.00	116.75	0.00	0.00	0.00	176.10	0.00	0.00	0.00	261.84	0.00	0.00	0.00
D_ROUT_05_IN	0.020	25.56	0.00	0.00	0.00	35.10	0.00	0.00	0.00	44.84	0.00	0.00	0.00	68.83	0.00	0.00	0.00	105.10	0.00	0.00	0.00
D_ROUT_06_IN	0.032	37.25	0.00	0.00	0.00	53.61	0.00	0.00	0.00	71.39	0.00	0.00	0.00	110.08	0.00	0.00	0.00	172.44	0.00	0.00	0.00
D_ROUT_07_IN	0.026	7.35	0.00	0.00	0.00	10.27	0.00	0.00	0.00	13.27	0.00	0.00	0.00	19.84	0.00	0.00	0.00	30.37	0.00	0.00	0.00
D_ROUT_08_IN	0.023	13.75	0.00	0.00	0.00	18.93	0.00	0.00	0.00	24.19	0.00	0.00	0.00	36.34	0.00	0.00	0.00	55.12	0.00	0.00	0.00
D_ROUT_09_IN	0.029	24.53	0.00	0.00	0.00	34.22	0.00	0.00	0.00	44.58	0.00	0.00	0.00	66.96	0.00	0.00	0.00	100.28	0.00	0.00	0.00
D_ROUT_10_IN	0.060	25.41	0.00	0.00	0.00	34.86	0.00	0.00	0.00	45.77	0.00	0.00	0.00	72.44	0.00	0.00	0.00	112.72	0.00	0.00	0.00
D_SUM_01_IN	0.039	5.03	0.00	0.00	0.00	6.92	0.00	0.00	0.00	8.84	0.00	0.00	0.00	13.35	0.00	0.00	0.00	20.23	0.00	0.00	0.00
D_SUM_02_IN	0.045	7.78	0.00	0.00	0.00	10.72	0.00	0.00	0.00	13.76	0.00	0.00	0.00	20.01	0.00	0.00	0.00	30.57	0.00	0.00	0.00
D_SUM_03_IN	0.047	3.82	0.00	0.00	0.00	5.26	0.00	0.00	0.00	6.71	0.00	0.00	0.00	9.89	0.00	0.00	0.00	15.03	0.00	0.00	0.00
D_SUM_04_IN	0.028	5.37	0.00	0.00	0.00	7.37	0.00	0.00	0.00	9.39	0.00	0.00	0.00	14.37	0.00	0.00	0.00	21.79	0.00	0.00	0.00
D_SUM_05_IN	0.023	2.60	0.00	0.00	0.00	3.59	0.00	0.00	0.00	4.58	0.00	0.00	0.00	6.95	0.00	0.00	0.00	10.52	0.00	0.00	0.00
D_SUM_06_IN	0.020	4.87	0.00	0.00	0.00	6.71	0.00	0.00	0.00	8.61	0.00	0.00	0.00	12.47	0.00	0.00	0.00	19.10	0.00	0.00	0.00
D_SUM_07_IN	0.021	5.82	0.00	0.00	0.00	8.11	0.00	0.00	0.00	10.50	0.00	0.00	0.00	15.52	0.00	0.00	0.00	23.93	0.00	0.00	0.00
D_SUM_08_IN	0.033	3.89	0.00	0.00	0.00	5.53	0.00	0.00	0.00	7.29	0.00	0.00	0.00	11.17	0.00	0.00	0.00	17.40	0.00	0.00	0.00
D_SUM_09_IN	0.033	1.90	0.00	0.00	0.00	3.10	0.00	0.00	0.00	4.59	0.00	0.00	0.00	8.83	0.00	0.00	0.00	15.15	0.00	0.00	0.00
D_SUM_10_IN	0.033	8.58	0.00	0.00	0.00	15.02	0.00	0.00	0.00	23.98	0.00	0.00	0.00	49.30	0.00	0.00	0.00	86.39	0.00	0.00	0.00
D_SUM_11_IN	0.015	7.05	0.00	0.00	0.00	10.90	0.00	0.00	0.00	13.90	0.00	0.00	0.00	22.09	0.00	0.00	0.00	34.12	0.00	0.00	0.00
OVRFLW_IN16720	0.004	119.98	50.00	0.01	0.09	192.93	50.00	0.01	0.10	274.20	50.00	0.01	0.11	497.34	50.00	0.02	0.14	859.09	10.98	0.04	0.17
OVRFLW_MH00265	0.005	172.61	26.97	0.01	0.09	279.80	39.68	0.01	0.11	398.24	50.00	0.02	0.12	713.75	50.00	0.03	0.15	1216.06	50.00	0.06	0.20

Name	Slope (ft/ft)	2-Year				5-Year				10-Year				25-Year				100-Year			
		Max. Flow (cfs)	Max Velocity (ft/s)	Max/ Full Flow	Max/Full Depth	Max. Flow (cfs)	Max. Velocity (ft/s)	Max/ Full Flow	Max/Full Depth	Max. Flow (cfs)	Max. Velocity (ft/s)	Max/ Full Flow	Max/Full Depth	Max. Flow (cfs)	Max. Velocity (ft/s)	Max/ Full Flow	Max/Full Depth	Max. Flow (cfs)	Max Velocity (ft/s)	Max/ Full Flow	Max/Full Depth
OVRFLW_MH00405	0.003	29.11	50.00	0.00	0.05	66.48	50.00	0.00	0.07	109.49	50.00	0.01	0.08	212.15	50.00	0.01	0.11	370.64	50.00	0.02	0.13
OVRFLW_MH00425	0.007	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OVRFLW_MH01001	0.017	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.55	50.00	0.00	0.03	47.63	50.00	0.00	0.05	101.36	50.00	0.00	0.06
OVRFLW_MH01016	0.004	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.79	50.00	0.00	0.03	10.17	50.00	0.00	0.03
OVRFLW_MH01021	0.004	8.69	50.00	0.00	0.03	18.51	50.00	0.00	0.04	30.63	50.00	0.00	0.05	60.93	50.00	0.00	0.07	102.78	50.00	0.01	0.08
OVRFLW_MH01167	0.027	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.03	50.00	0.00	0.03	47.41	50.00	0.00	0.04
OVRFLW_MH01169	0.007	30.15	50.00	0.00	0.05	42.30	50.00	0.00	0.05	56.22	50.00	0.00	0.06	91.09	50.00	0.00	0.07	143.77	50.00	0.01	0.08
OVRFLW_MH01673	0.009	100.22	50.00	0.00	0.07	146.55	50.00	0.00	0.08	201.06	50.00	0.01	0.09	347.98	50.00	0.01	0.10	596.34	11.98	0.02	0.13
OVRFLW_NOINVRTMH01010	0.019	17.74	50.00	0.00	0.03	38.46	50.00	0.00	0.04	63.20	50.00	0.00	0.05	129.82	50.00	0.00	0.06	229.71	50.00	0.01	0.08
OVRFLW_SP02261	0.002	11.40	42.78	0.00	0.04	23.31	50.00	0.00	0.05	40.21	24.15	0.00	0.06	73.68	50.00	0.01	0.08	120.19	17.46	0.01	0.09
OVRFLW_SP02530	0.055	41.13	7.80	0.00	0.04	123.84	12.09	0.01	0.07	183.92	14.15	0.02	0.09	421.29	19.66	0.04	0.14	868.21	26.15	0.09	0.22
OVRFLW_SP03309	0.002	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.35	27.57	0.00	0.04	30.87	27.45	0.00	0.06	48.58	50.00	0.00	0.07
OVRFLW_SP05394	0.002	7.19	50.00	0.00	0.04	13.86	50.00	0.00	0.05	21.48	50.00	0.00	0.05	37.07	50.00	0.00	0.06	56.22	50.00	0.00	0.07
OVRFLW_SP05400	0.002	9.58	50.00	0.00	0.04	17.02	50.00	0.00	0.05	25.57	50.00	0.00	0.05	45.06	50.00	0.00	0.07	70.12	50.00	0.01	0.08
OVRFLW_SP05546	0.003	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.24	2.20	0.00	0.01	37.76	13.56	0.00	0.06	91.53	15.95	0.01	0.08
OVRFLW_SP05547	0.002	6.20	48.70	0.00	0.03	13.37	50.00	0.00	0.04	23.78	50.00	0.00	0.06	69.35	50.00	0.00	0.07	123.13	50.00	0.01	0.09
OVRFLW_SP05576	0.002	25.96	14.43	0.00	0.06	45.08	50.00	0.00	0.07	70.07	25.64	0.01	0.08	122.80	50.00	0.01	0.09	208.52	31.50	0.02	0.11
OVRFLW_SP05589	0.003	1.46	30.93	0.00	0.02	18.06	37.57	0.00	0.05	28.18	50.00	0.00	0.06	78.28	50.00	0.00	0.08	145.19	17.28	0.01	0.09
OVRFLW_SP05652	0.046	110.78	50.00	0.00	0.05	197.46	39.11	0.00	0.06	293.28	37.20	0.00	0.07	552.26	50.00	0.01	0.09	967.72	50.00	0.01	0.11
OVRFLW_SP05764	0.003	20.48	50.00	0.00	0.05	43.32	50.00	0.00	0.06	70.54	50.00	0.00	0.07	130.74	50.00	0.01	0.09	227.08	50.00	0.01	0.11
OVRFLW_SP06054	0.011	154.40	50.00	0.00	0.08	250.64	50.00	0.01	0.09	356.46	50.00	0.01	0.10	639.94	50.00	0.02	0.12	1092.14	50.00	0.03	0.15
OVRFLW_SP06145	0.003	4.25	50.00	0.00	0.03	10.34	50.00	0.00	0.04	17.35	50.00	0.00	0.04	31.32	50.00	0.00	0.05	46.39	50.00	0.00	0.06
OVRFLW_SP06207	0.011	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39.41	18.77	0.00	0.05
OVRFLW_SP06213	0.004	52.84	50.00	0.00	0.06	79.01	50.00	0.00	0.07	99.78	50.00	0.00	0.08	158.85	50.00	0.01	0.09	269.40	50.00	0.01	0.11
OVRFLW_SP06214	0.004	57.14	50.00	0.00	0.06	77.33	50.00	0.00	0.07	98.11	50.00	0.01	0.08	157.16	50.00	0.01	0.09	267.73	50.00	0.01	0.11
OVRFLW_SP06222	0.007	6.91	50.00	0.00	0.03	14.39	50.00	0.00	0.04	22.74	50.00	0.00	0.04	40.65	50.00	0.00	0.05	69.79	50.00	0.00	0.06
OVRFLW_SP06223	0.055	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.11	50.00	0.00	0.02	41.26	50.00	0.00	0.04
OVRFLW_SP06228	0.002	4.57	50.00	0.00	0.03	8.60	50.00	0.00	0.04	15.39	47.74	0.00	0.04	26.70	38.44	0.00	0.05	37.79	23.83	0.00	0.06
OVRFLW_SP06579	0.005	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.34	50.00	0.00	0.03	34.16	50.00	0.00	0.05	74.45	50.00	0.00	0.07
OVRFLW_SP06834	0.005	108.06	44.71	0.01	0.08	180.07	50.00	0.01	0.09	260.20	50.00	0.01	0.10	480.57	50.00	0.02	0.13	838.08	50.00	0.04	0.17
OVRFLW_SP07119	0.003	12.43	50.00	0.00	0.04	19.45	50.00	0.00	0.05	29.04	50.00	0.00	0.05	52.11	45.08	0.00	0.07	82.60	50.00	0.01	0.08
OVRFLW_SP07208	0.005	144.03	50.00	0.01	0.08	230.71	43.67	0.01	0.10	326.53	50.00	0.01	0.11	585.52	50.00	0.03	0.14	1060.98	12.48	0.04	0.18
OVRFLW_SP07209	0.005	167.74	50.00	0.01	0.09	263.94	50.00	0.01	0.10	369.77	50.00	0.02	0.11	653.24	50.00	0.03	0.14	1105.41	13.24	0.05	0.18
OVRFLW_SP07261	0.022	91.78	4.41	0.04	0.14	163.38	5.29	0.08	0.21	214.63	5.89	0.10	0.24	435.73	7.77	0.20	0.37	839.64	10.01	0.39	0.56
OVRFLW_SP07262	0.005	160.34	3.36	0.16	0.32	235.31	3.80	0.23	0.41	286.60	4.18	0.28	0.46	507.93	5.21	0.50	0.65	911.79	6.50	0.90	0.94
OVRFLW_SP07294	0.005	44.27	50.00	0.00	0.05	79.08	50.00	0.00	0.07	109.11	45.92	0.00	0.08	193.87	50.00	0.01	0.09	333.36	50.00	0.01	0.11
OVRFLW_SP07347	0.005	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.18	2.22	0.00	0.00	4.85	50.00	0.00	0.03	12.63	50.00	0.00	0.04
OVRFLW_SP07352	0.009	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.93	50.00	0.00	0.02	41.74	50.00	0.00	0.05
OVRFLW_SP07373	0.022	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.89	50.00	0.00	0.02	21.90	50.00	0.00	0.03
OVRFLW_SP07471	0.004	50.76	50.00	0.00	0.06	70.89	50.00	0.00	0.07	91.65	50.00	0.00	0.08	150.80	50.00	0.01	0.09	261.35	50.00	0.01	0.11
OVRFLW_SP07525	0.010	8.58	50.00	0.00	0.03	15.44	50.00	0.00	0.03	25.19	50.00	0.00	0.04	55.02	50.00	0.00	0.05	99.47	50.00	0.00	0.06
OVRFLW_SP07526	0.045	8.65	50.00	0.00	0.02	15.10	50.00	0.00	0.03	24.85	50.00	0.00	0.03	54.68	50.00	0.00	0.04	99.13	50.00	0.00	0.05
OVRFLW_SP07592	0.030	111.27	50.00	0.00	0.06	159.79	50.00	0.00	0.08	212.04	50.00	0.00	0.07	358.97	50.00	0.01	0.08	607.23	17.46	0.01	0.10
OVRFLW_SP07594	0.004	5.41	50.00	0.00	0.03	18.06	50.00	0.00	0.04	40.19	50.00	0.00	0.06	76.89	50.00	0.00	0.07	129.79	4.99	0.01	0.09
OVRFLW_SP07595	0.012	52.59	50.00	0.00	0.05	72.70	50.00	0.00	0.06	93.42	50.00	0.00	0.06	152.56	50.00	0.00	0.07	263.15	50.00	0.01	0.09

Name	Slope (ft/ft)	2-Year				5-Year				10-Year				25-Year				100-Year			
		Max Flow (cfs)	Max Velocity (ft/s)	Max/Full Flow	Max/Full Depth	Max Flow (cfs)	Max Velocity (ft/s)	Max/Full Flow	Max/Full Depth	Max Flow (cfs)	Max Velocity (ft/s)	Max/Full Flow	Max/Full Depth	Max Flow (cfs)	Max Velocity (ft/s)	Max/Full Flow	Max/Full Depth	Max Flow (cfs)	Max Velocity (ft/s)	Max/Full Flow	Max/Full Depth
OVRFLW_SP07599	0.04786	0	0	0	0	15.61	50	0	0.03	59.4	50	0	0.04	217.31	50	0	0.07	482.35	50	0.01	0.09
OVRFLW_SP07612	0.026	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.72	50.00	0.00	0.03	38.99	50.00	0.00	0.04
OVRFLW_SP07654	0.062	190.91	7.66	0.05	0.17	343.14	9.65	0.10	0.24	508.92	11.26	0.14	0.30	944.63	14.33	0.26	0.44	1632.20	17.09	0.46	0.62
OVRFLW_SP08462	0.005	12.93	50.00	0.00	0.04	20.50	50.00	0.00	0.04	30.91	50.00	0.00	0.05	56.33	50.00	0.00	0.06	90.58	44.74	0.00	0.07
OVRFLW_SP07552	0.179	123.32	50.00	0.00	0.04	194.29	50.00	0.00	0.05	184.12	50.00	0.00	0.05	269.08	50.00	0.00	0.06	408.57	50.00	0.00	0.06
SP02261	0.002	123.75	5.68	1.07	0.95	124.70	5.68	1.08	1.00	124.78	5.69	1.08	1.00	124.58	5.70	1.08	1.00	124.79	5.73	1.08	1.00
SP02530	0.057	406.70	28.02	1.08	0.95	413.07	28.06	1.08	1.00	413.26	28.13	1.08	1.00	413.32	28.05	1.08	1.00	413.55	28.25	1.08	1.00
SP03309	0.002	112.77	5.57	0.90	0.74	122.74	6.01	0.98	0.80	134.19	6.17	1.07	0.93	135.5	6.28	1.08	1.00	135.49	6.25	1.08	1.00
SP03310	0.003	107.64	6.37	0.79	0.67	115.90	6.44	0.85	0.71	124.97	6.50	0.92	0.75	146.55	6.85	1.07	0.93	146.34	6.83	1.07	0.94
SP05394	0.002	3.67	2.31	1.08	1.00	3.67	2.32	1.08	1.00	3.67	2.30	1.08	1.00	3.67	2.39	1.08	1.00	3.67	2.39	1.08	1.00
SP05399	0.029	15.61	9.58	1.08	1.00	15.62	9.63	1.08	1.00	15.61	9.63	1.08	1.00	15.61	9.62	1.08	1.00	15.59	9.64	1.08	1.00
SP05400	0.002	3.97	2.48	1.08	1.00	3.97	2.47	1.08	1.00	3.96	2.53	1.08	1.00	3.97	2.57	1.08	1.00	3.96	2.50	1.08	1.00
SP05418	0.003	90.38	6.41	0.80	0.68	97.61	6.44	0.87	0.72	105.66	6.50	0.94	0.77	121.3	6.71	1.08	0.96	121.50	6.74	1.08	1.00
SP05546	0.002	138.64	6.48	0.85	0.71	145.36	6.65	0.89	0.74	174.51	6.75	1.07	0.91	176.69	6.79	1.08	1.00	176.65	6.75	1.08	1.00
SP05547	0.002	142.16	6.51	1.08	0.92	142.04	6.50	1.08	0.94	142.52	6.52	1.08	1.00	142.53	6.53	1.08	1.00	142.46	6.53	1.08	1.00
SP05576	0.002	37.94	4.28	1.08	1.00	37.97	4.30	1.08	1.00	38.01	4.30	1.08	1.00	37.98	4.30	1.08	1.00	37.92	4.30	1.08	1.00
SP05589	0.005	46.27	5.29	1.08	0.92	46.90	5.39	1.08	1.00	46.89	5.34	1.08	1.00	46.87	5.42	1.08	1.00	46.89	5.40	1.08	1.00
SP05652	0.046	42.37	14.66	1.08	1.00	42.37	14.68	1.08	1.00	42.57	14.74	1.08	1.00	42.33	14.62	1.07	1.00	42.63	14.62	1.08	1.00
SP05687	0.003	91.50	6.42	1.08	1.00	91.48	6.50	1.08	1.00	91.46	6.59	1.08	1.00	91.51	6.48	1.08	1.00	91.50	6.31	1.08	1.00
SP05764	0.003	50.32	5.77	1.08	1.00	50.29	5.73	1.08	1.00	50.32	5.76	1.08	1.00	50.33	5.75	1.08	1.00	50.32	5.77	1.08	1.00
SP05975	0.002	79.82	5.48	1.08	1.00	79.78	5.51	1.08	1.00	79.78	5.52	1.08	1.00	79.83	5.52	1.08	1.00	79.85	5.53	1.08	1.00
SP06054	0.011	21.11	7.42	1.08	1.00	21.12	7.58	1.08	1.00	21.13	7.48	1.08	1.00	21.12	7.30	1.08	1.00	21.11	7.30	1.08	1.00
SP06145	0.003	4.83	3.03	1.08	1.00	4.87	3.03	1.08	1.00	4.88	3.04	1.08	1.00	4.83	3.06	1.08	1.00	4.83	3.07	1.08	1.00
SP06207	0.011	197.09	13.06	0.54	0.53	227.15	13.52	0.63	0.57	249.76	13.83	0.69	0.61	306.63	14.37	0.85	0.71	386.06	14.90	1.07	0.95
SP06213	0.004	3.59	3.26	1.08	1.00	3.59	3.27	1.08	1.00	3.59	3.27	1.08	1.00	3.59	3.27	1.08	1.00	3.60	3.27	1.08	1.00
SP06214	0.004	5.46	3.50	1.08	1.00	5.46	3.51	1.08	1.00	5.46	3.52	1.08	1.00	5.46	3.52	1.08	1.00	5.46	3.51	1.08	1.00
SP06221	0.004	141.64	8.44	0.65	0.59	152.94	8.41	0.70	0.62	159.71	8.76	0.74	0.64	164.4	9.01	0.76	0.64	161.03	8.56	0.74	0.64
SP06222	0.007	106.03	9.19	1.08	0.93	106.52	9.22	1.08	1.00	106.51	9.20	1.08	1.00	106.51	9.23	1.08	1.00	106.51	9.23	1.08	1.00
SP06223	0.055	109.45	20.19	0.80	0.72	120.06	20.74	0.95	0.77	121.18	20.76	0.95	0.78	134.87	20.95	1.06	0.94	137.28	20.97	1.08	1.00
SP06225	0.003	73.26	6.61	1.08	1.00	73.24	6.54	1.08	1.00	73.28	6.51	1.08	1.00	73.26	6.49	1.08	1.00	73.24	6.52	1.08	1.00
SP06228	0.002	2.64	2.34	1.08	1.00	2.64	2.34	1.08	1.00	2.64	2.34	1.08	1.00	2.64	2.34	1.08	1.00	2.64	2.34	1.08	1.00
SP06579	0.009	25.40	5.79	0.66	0.60	34.82	6.14	0.91	0.75	41.33	6.39	1.08	1.00	41.3	6.42	1.08	1.00	41.29	6.41	1.08	1.00
SP06834	0.005	19.21	5.31	1.08	1.00	19.22	5.33	1.08	1.00	19.23	5.32	1.08	1.00	19.23	5.25	1.08	1.00	19.23	5.25	1.08	1.00
SP07119	0.003	4.62	3.02	1.08	1.00	4.62	2.93	1.08	1.00	4.62	2.98	1.08	1.00	4.62	3.14	1.08	1.00	4.62	3.15	1.08	1.00
SP07208	0.005	6.61	4.23	1.08	1.00	6.62	4.33	1.08	1.00	6.62	4.16	1.08	1.00	6.62	4.07	1.08	1.00	6.62	3.80	1.08	1.00
SP07209	0.005	6.84	4.34	1.08	1.00	6.84	4.42	1.08	1.00	6.84	4.35	1.08	1.00	6.84	4.21	1.08	1.00	6.84	3.93	1.08	1.00
SP07261	0.022	341.95	19.00	1.05	1.00	341.09	18.97	1.08	1.00	341.94	18.84	1.08	1.00	341.46	18.90	1.08	1.00	341.42	18.91	1.08	1.00
SP07262	0.005	263.43	10.17	1.08	1.00	263.32	10.17	1.08	1.00	263.38	10.17	1.08	1.00	263.43	10.16	1.08	1.00	263.24	10.16	1.08	1.00
SP07294	0.006	277.95	10.71	1.08	1.00	277.93	10.70	1.08	1.00	277.71	10.70	1.08	1.00	277.83	10.73	1.08	1.00	277.95	10.71	1.08	1.00
SP07345	0.001	7.90	2.40	1.08	1.00	7.91	2.38	1.08	1.00	7.90	2.17	1.08	1.00	7.91	2.17	1.08	1.00	7.90	2.01	1.08	1.00
SP07347	0.005	13.51	4.98	0.76	0.65	15.65	5.08	0.88	0.73	19.08	5.23	1.07	0.91	19.19	5.33	1.08	1.00	19.18	5.32	1.08	1.00
SP07352	0.009	17.21	6.61	0.55	0.53	20.95	6.92	0.67	0.60	25.38	7.20	0.81	0.68	34.03	7.54	1.08	0.93	33.99	7.62	1.08	1.00
SP07573	0.022	13.45	8.66	0.49	0.50	17.23	9.19	0.63	0.58	21.28	9.61	0.78	0.66	29.36	10.17	1.08	0.95	29.47	10.23	1.08	1.00
SP07471	0.004	12.14	4.32	1.09	1.00	12.14	4.32	1.08	1.00	12.14	4.32	1.08	1.00	12.15	4.32	1.08	1.00	12.13	4.34	1.08	1.00
SP07525	0.004	6.09	3.91	1.08	1.00	6.09	3.94	1.08	1.00	6.08	3.99	1.08	1.00	6.08	4.12	1.08	1.00	6.09	4.19	1.08	1.00
SP07526	0.013	6.45	5.77	1.08	1.00	6.45	5.79	1.08	1.00	6.44	5.79	1.08	1.00	6.45	5.82	1.08	1.00	6.45	5.85	1.08	1.00
SP07552	0.049	195.21	21.99	1.07	1.00	195.57	21.98	1.08	1.00	195.10	21.99	1.07	1.00	195.49	21.99	1.08	1.00	195.67	21.98	1.08	1.00
SP07572	0.017	141.59	14.01	0.92	0.76	153.01	13.98	1.00	0.82	165.83	14.34	1.08	0.93	165.89	14.42	1.08	1.00	165.95	14.39	1.08	1.00

Name	Slope (ft/ft)	2-Year				5-Year				10-Year				25-Year				100-Year			
		Max Flow (cfs)	Max Velocity (ft/s)	Max/ Full Flow	Max/Full Depth	Max Flow (cfs)	Max Velocity (ft/s)	Max/ Full Flow	Max/Full Depth	Max Flow (cfs)	Max Velocity (ft/s)	Max/ Full Flow	Max/Full Depth	Max Flow (cfs)	Max Velocity (ft/s)	Max/ Full Flow	Max/Full Depth	Max Flow (cfs)	Max Velocity (ft/s)	Max/ Full Flow	Max/Full Depth
SP07592	0.003	29.73	1.08	1.00	0.00	29.75	4.60	1.08	1.00	29.74	4.57	1.08	1.00	29.74	4.57	1.08	1.00	29.72	4.26	1.08	1.00
SP07593	0.004	34.72	1.08	1.00	0.00	34.73	5.43	1.08	1.00	34.73	5.41	1.08	1.00	34.73	5.34	1.08	1.00	34.68	4.98	1.08	1.00
SP07595	0.012	10.11	1.08	1.00	0.00	10.11	6.35	1.08	1.00	10.11	6.36	1.08	1.00	10.11	6.37	1.08	1.00	10.11	6.38	1.08	1.00
SP07599	0.048	103.73	0.87	0.72	0.00	127.95	19.54	1.08	0.96	128.22	19.54	1.08	1.00	128.23	19.55	1.08	1.00	128.19	19.56	1.08	1.00
SP07612	0.028	19.01	0.62	0.57	0.00	24.37	10.89	0.79	0.67	30.10	11.20	0.98	0.80	33.37	11.49	1.08	1.00	33.33	11.50	1.08	1.00
SP07654	0.062	22.99	1.03	1.00	0.00	22.97	14.33	1.08	1.00	22.97	14.44	1.08	1.00	22.99	14.37	1.08	1.00	22.96	14.27	1.08	1.00
SP07994	0.002	41.09	1.08	1.00	0.00	41.10	4.73	1.08	1.00	41.09	4.64	1.08	1.00	41.09	4.64	1.08	1.00	41.09	4.34	1.08	1.00
SP08460	0.004	75.35	1.08	1.00	0.00	75.34	6.54	1.08	1.00	75.31	6.56	1.08	1.00	75.33	6.57	1.08	1.00	75.33	6.56	1.08	1.00
SP08462	0.005	6.63	1.08	1.00	0.00	6.63	4.10	1.08	1.00	6.63	4.10	1.08	1.00	6.63	4.10	1.08	1.00	6.63	4.17	1.08	1.00

REPORT APPENDIX G: ALTERNATIVE COST ANALYSIS

Project Info

Project Name : State Fair and Bessemer Neighborhood Drainage Improvement Plan Alternative 1A
Estimator : CJL
Date : 2025 10 07

Project Drainageways :

Drainageway Name	Drainageway Abbreviation (Prefix for Reach ID)	Length (mi)	Number of Reaches
CARTERET	CART	0.00 mi	1
SUMMIT	SUM	0.00 mi	1
ROUTT	ROUT	0.00 mi	1
		0.00 mi	0
		0.00 mi	0
		0.00 mi	0
		0.00 mi	0
		0.00 mi	0
		0.00 mi	0
		0.00 mi	0
		0.00 mi	0
Totals :		0.00 mi	3

Jurisdictions/Sponsors :

Jurisdiction
PUEBLO

Construction Cost Index (CCI)	
CCI Base Year :	2012
CCI Base Quarter :	1
Base CCI :	1.0000
Most Recent CCI Year :	2025
Most Recent CCI Quarter :	1
Most Recently Published CCI :	2.3849
Elapsed Time (years) :	13
Percentage Change in CCI :	138.5%

Benefit Cost Analysis	
Effective Interest Rate (%):	

SUMMARY BY REACH

Project Name : State Fair and Bessemer Neighborhood Drainage Improvement Plan Alternative 1A
Estimator : CJL
Data : 2025 10 07

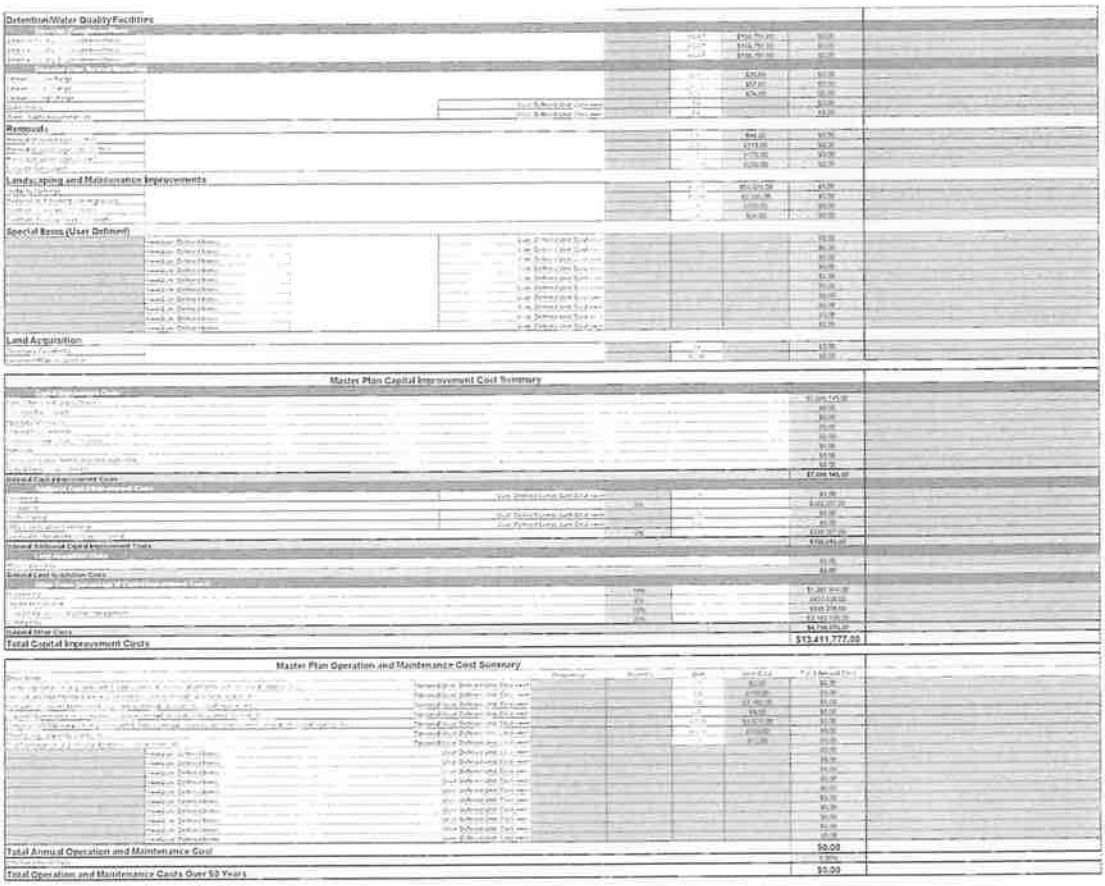
REACH	CAPITAL	EASEMENT / ROW	ENGINEERING	LEGAL / ADMINISTRATIVE	CONTRACT ADMIN/CM	CONTINGENCY	TOTAL CAPITAL COST	ANNUAL O&M COST	50-YEAR O&M COST
[illegible]	[illegible]	$0.00	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
[illegible]	[illegible]	$0.00	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
[illegible]	[illegible]	$0.00	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
Totals	$28,902,042	$0	$4,335,307	$1,445,103	$2,890,204	$7,225,511	$44,798,167	$0	$0

MASTER PLAN COST ESTIMATE FOR INDIVIDUAL REACH

PROJECT	
DRAINAGE AREA	CARTERET
YEAR	5
JURISDICTION	PUEBLO
REACH ID	CART-R1A001

ESTIMATED BY: SJA DATE: 7/28/2021

DESCRIPTION	SUPPORTING DATA (USER DEFINED AND CALCULATED)	QUANTITY	UNIT	UNIT COST	TOTAL COST	USER COMMENTS
Pipe Culverts and Storm Drains						
Concrete Box Culverts						
Hydraulic Structures						
Channel Improvements						



Detention/Water Quality Facilities

Removals

Landscaping and Maintenance Improvements

Special Taxes (User Defined)

Land Acquisition

Master Plan Capital Improvement Cost Summary

Total Capital Improvement Costs

Master Plan Operation and Maintenance Cost Summary

Total Annual Operation and Maintenance Cost

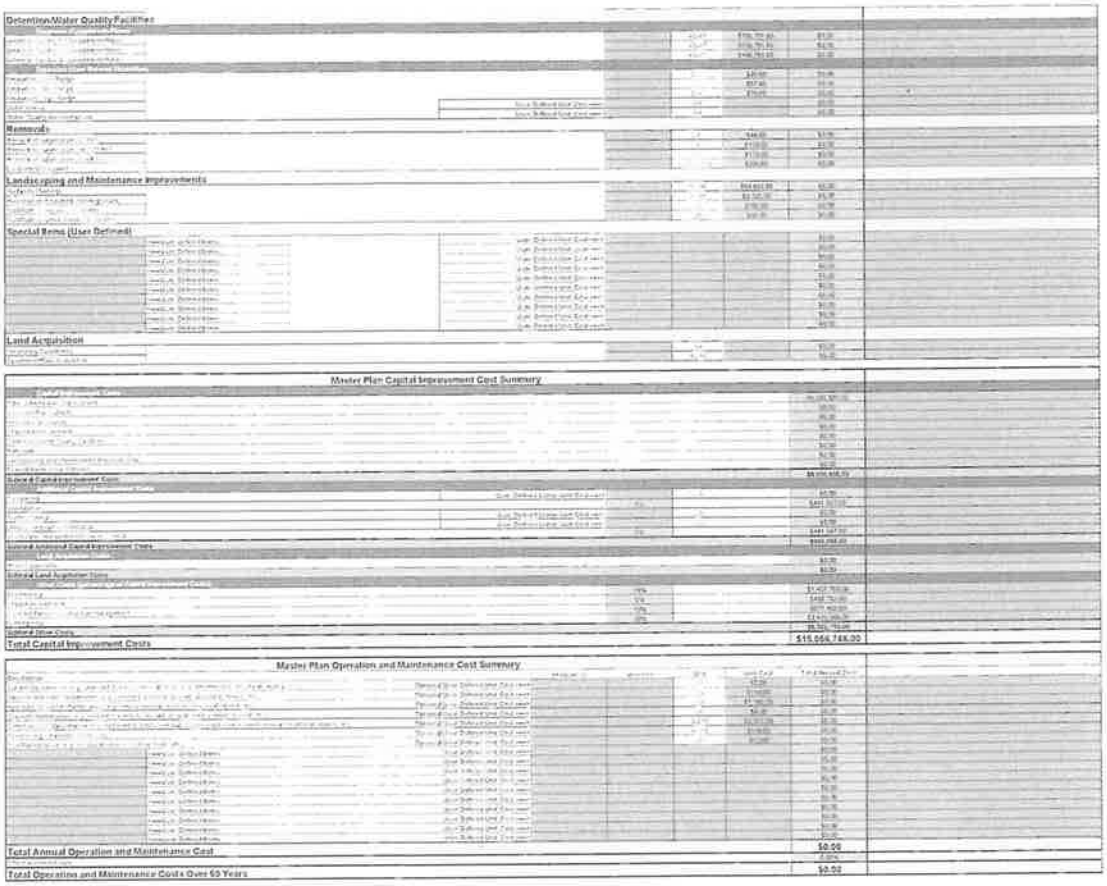
Total Operation and Maintenance Costs Over 50 Years

MASTER PLAN COST ESTIMATE FOR INDIVIDUAL REACH

PROJECT	
ORGANIZATION	
REACH	
JURISDICTION	
REACH ID	

ESTIMATED BY: DATE:

DESCRIPTION	SUPPORTING DATA (USER DEFINED AND CALCULATED)	QUANTITY	UNIT	UNIT COST	TOTAL COST	USER COMMENTS
Pipe Culverts and Storm Drains						
Concrete Box Culverts						
Hydraulic Structures						
Channel Improvements						



Detention/Water Quality Facilities

Removals

Landscaping and Maintenance Improvements

Special Items (User Defined)

Land Acquisition

Master Plan Capital Improvement Cost Summary

Total Capital Improvement Costs

Master Plan Operation and Maintenance Cost Summary

Total Annual Operation and Maintenance Cost

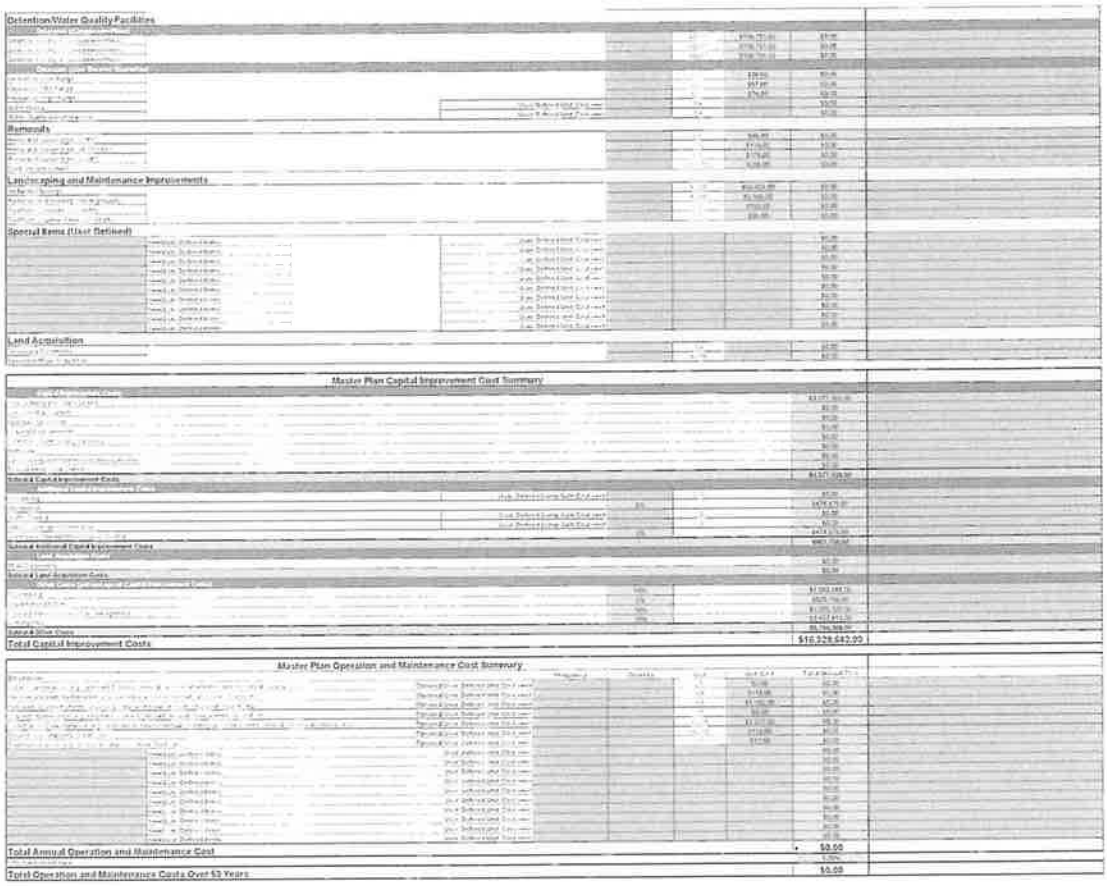
Total Operation and Maintenance Costs Over 50 Years

MASTER PLAN COST ESTIMATE FOR INDIVIDUAL REACH

PROJECT
DRAINAGEWAY
REACH
JURISDICTION
REACH ID

ESTIMATED BY DATE

DESCRIPTION	SUPPORTING DATA (USER DEFINED AND CALCULATED)	QUANTITY	UNIT	UNIT COST	TOTAL COST	USER COMMENTS
Pipe Culverts and Storm Drains						



Detention/Water Quality Facilities

Removals

Landscaping and Maintenance Improvements

Special Items (User Defined)

Land Acquisition

Master Plan Capital Improvement Cost Summary

Total Capital Improvement Costs

$10,329,642.00

Master Plan Operation and Maintenance Cost Summary

Total Annual Operation and Maintenance Cost

$0.00

Total Operation and Maintenance Costs Over 53 Years

$0.00

Project Info

Project Name : State Fair and Bessemer Neighborhood Drainage Improvement Plan Alternative 1B
Estimator : CJL
Date : 2025 10 07

Project Drainageways :

Drainageway Name	Drainageway Abbreviation (Prefix for Reach ID)	Length (mi)	Number of Reaches
CARTERET	CART	0.00 mi	1
SUMMIT	SUM	0.00 mi	1
ROUTT	ROUT	0.00 mi	1
ARROYO	ARR	0.00 mi	1
		0.00 mi	0
		0.00 mi	0
		0.00 mi	0
		0.00 mi	0
		0.00 mi	0
		0.00 mi	0
	Totals :	0.00 mi	4

Jurisdictions/Sponsors :

Jurisdiction
PUEBLO

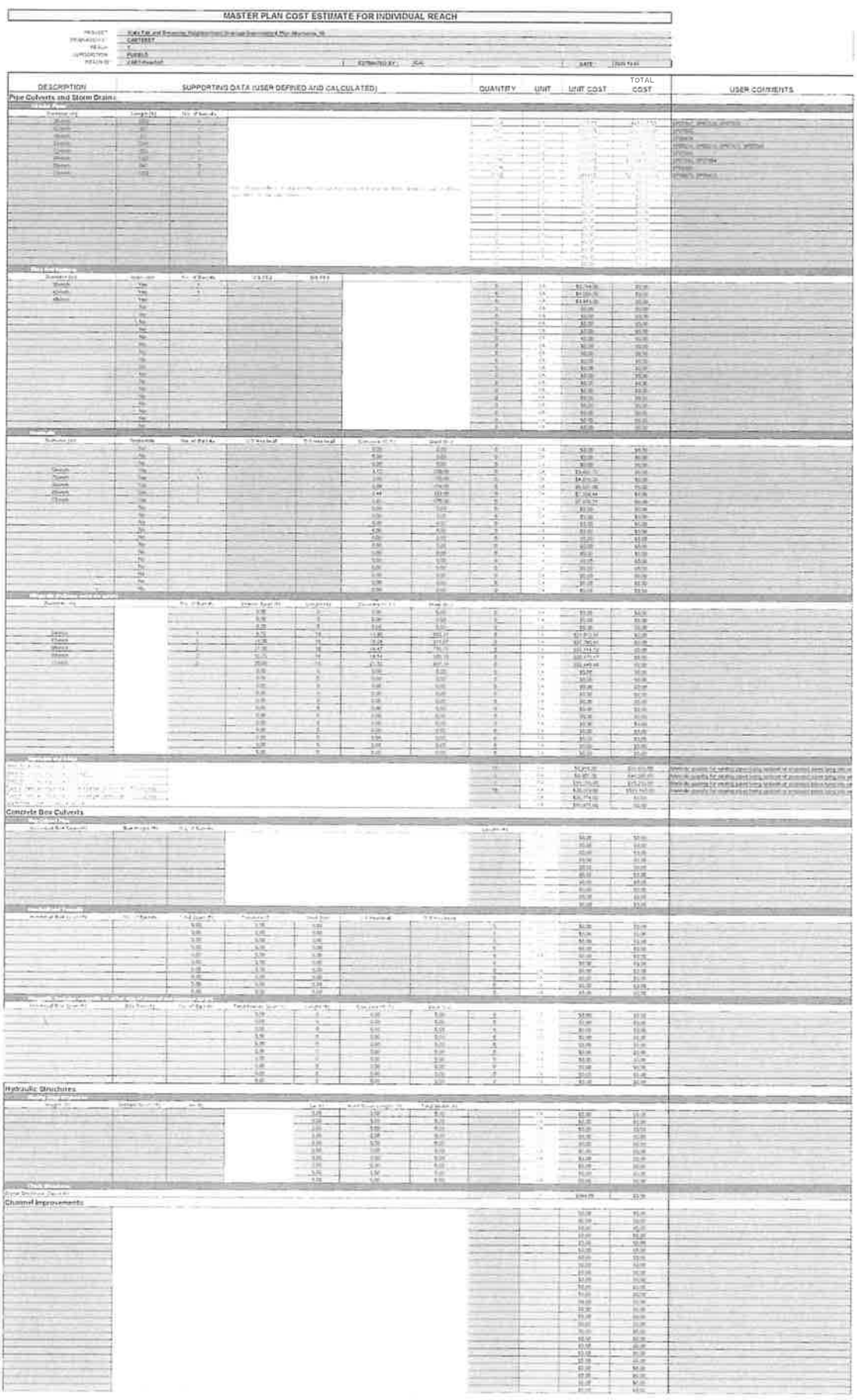
Construction Cost Index (CCI)	
CCI Base Year :	2012
CCI Base Quarter :	1
Base CCI :	1.0000
Most Recent CCI Year :	2025
Most Recent CCI Quarter :	1
Most Recently Published CCI :	2.3849
Elapsed Time (years) :	13
Percentage Change in CCI :	138.5%

Benefit Cost Analysis	
Effective Interest Rate (%):	

SUMMARY BY REACH

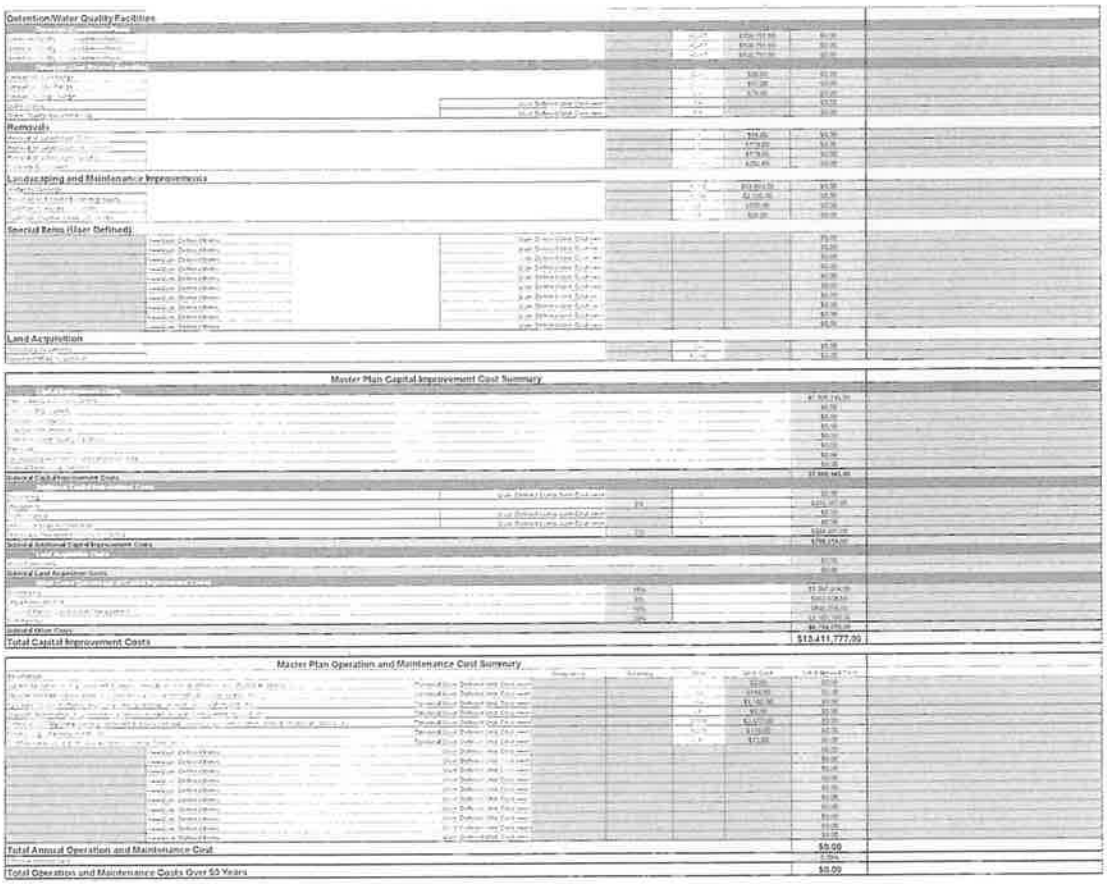
Project Name : State Fair and Bessemer Neighborhood Drainage Improvement Plan Alternative 1B
Estimator : CJL
Data : 2025.10.07

REACH	CAPITAL	EASEMENT / ROW	ENGINEERING	LEGAL / ADMINISTRATIVE	CONTRACT ADMIN/CM	CONTINGENCY	TOTAL CAPITAL COST	ANNUAL O&M COST	50-YEAR O&M COST
[illegible]	[illegible]	$0.00	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
[illegible]	$14,934,291.00	$0.00	$2,240,144.00	$746,715.00	$1,493,429.00	$2,733,573.00	$23,148,152.00	$0.00	$0.00
[illegible]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
[illegible]	$8,041,938.00	$0.00	$1,206,290.00	$134,053.00	$268,107.00	$1,670,917.00	$11,321,305.00	$0.00	$0.00
Totals	$30,268,718	$0	$4,540,308	$1,513,436	$3,026,372	$7,567,180	$46,916,514	$0	$0



MASTER PLAN COST ESTIMATE FOR INDIVIDUAL REACH

DESCRIPTION	SUPPORTING DATA (USER DEFINED AND CALCULATED)	QUANTITY	UNIT	UNIT COST	TOTAL COST	USER COMMENTS
Pipe Culverts and Storm Drains						
Concrete Box Culverts						
Hydraulic Structures						
Channel Improvements						



Detention/Water Quality Facilities

Removals

Landscaping and Maintenance Improvements

Special Items (User Defined)

Land Acquisition

Master Plan Capital Improvement Cost Summary

Total Capital Improvement Costs $13,411,777.00

Master Plan Operation and Maintenance Cost Summary

Total Annual Operation and Maintenance Cost $0.00

Total Operation and Maintenance Costs Over 55 Years $0.00

MASTER PLAN COST ESTIMATE FOR INDIVIDUAL REACH

PROJECT
DRAINAGEWAY: SUNSET
REACH
JURISDICTION: AURORA
REACH ID

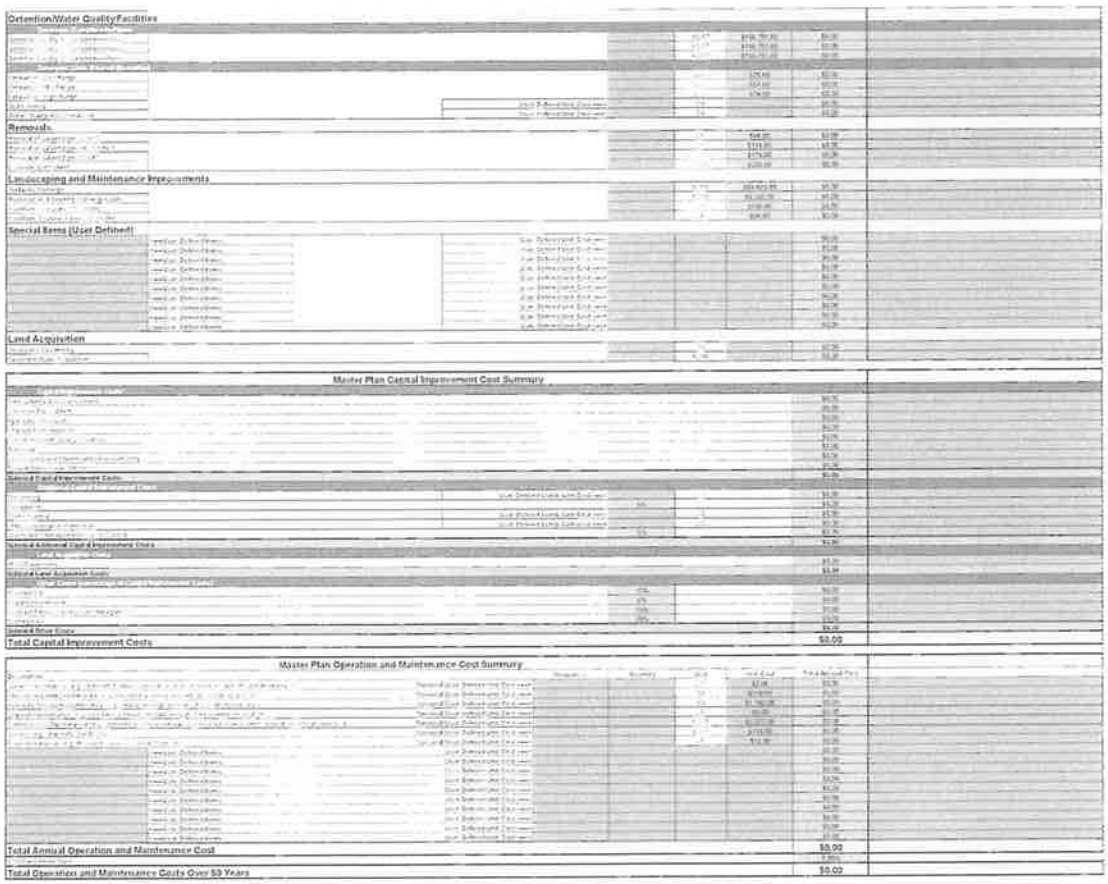
DESCRIPTION	SUPPORTING DATA (USER DEFINED AND CALCULATED)	QUANTITY	UNIT	UNIT COST	TOTAL COST	USER COMMENTS
Pipe Culverts and Storm Drains						
Concrete Box Culverts						
Hydraulic Structures						
Channel Improvements						

Master Plan Capital Improvement Cost Summary

Master Plan Operation and Maintenance Cost Summary

MASTER PLAN COST ESTIMATE FOR INDIVIDUAL REACH

DESCRIPTION	SUPPORTING DATA (USER DEFINED AND CALCULATED)	QUANTITY	UNIT	UNIT COST	TOTAL COST	USER COMMENTS
Pipe Culverts and Storm Drains						
Concrete Box Culverts						
Hydraulic Structures						
Channel Improvements						



Master Plan Capital Improvement Cost Summary

Master Plan Operation and Maintenance Cost Summary

MASTER PLAN COST ESTIMATE FOR INDIVIDUAL REACH

PROJECT
DRAINAGEWAY
REACH
JURISDICTION
REACH ID

DESCRIPTION	SUPPORTING DATA (USER DEFINED AND CALCULATED)	QUANTITY	UNIT	UNIT COST	TOTAL COST	USER COMMENTS
Pipe Culverts and Storm Drains						
Concrete Box Culverts						
Hydraulic Structures						
Channel Improvements						

Detention/Water Quality Facilities

Removals

Landscaping and Maintenance Improvements

Special Items (User Defined)

Land Acquisition

Master Plan Capital Improvement Cost Summary

Total Capital Improvement Costs

Master Plan Operation and Maintenance Cost Summary

Total Annual Operation and Maintenance Cost $0.00

Total Operations and Maintenance Costs Over 50 Years $0.00

Project Info

Project Name : State Fair and Bessemer Neighborhood Drainage Improvement Plan Alternative 2A
Estimator : CJL
Date : 2025 10 07

Project Drainageways :

Drainageway Name	Drainageway Abbreviation (Prefix for Reach ID)	Length (mi)	Number of Reaches
CARTERET	CART	0.00 mi	1
SUMMIT	SUM	0.00 mi	1
ROUTT	ROUT	0.00 mi	1
		0.00 mi	0
		0.00 mi	0
		0.00 mi	0
		0.00 mi	0
		0.00 mi	0
		0.00 mi	0
		0.00 mi	0
	Totals :	0.00 mi	3

Jurisdictions/Sponsors :

Jurisdiction
PUEBLO

Construction Cost Index (CCI)	
CCI Base Year :	2012
CCI Base Quarter :	1
Base CCI :	1.0000
Most Recent CCI Year :	2025
Most Recent CCI Quarter :	1
Most Recently Published CCI :	2.3849
Elapsed Time (years) :	13
Percentage Change in CCI :	138.5%

Benefit Cost Analysis	
Effective Interest Rate (%):	

SUMMARY BY REACH

Project Name : State Fair and Bessemer Neighborhood Drainage Improvement Plan Alternative 2A
Estimator : CJL
Date : 2025 10 07

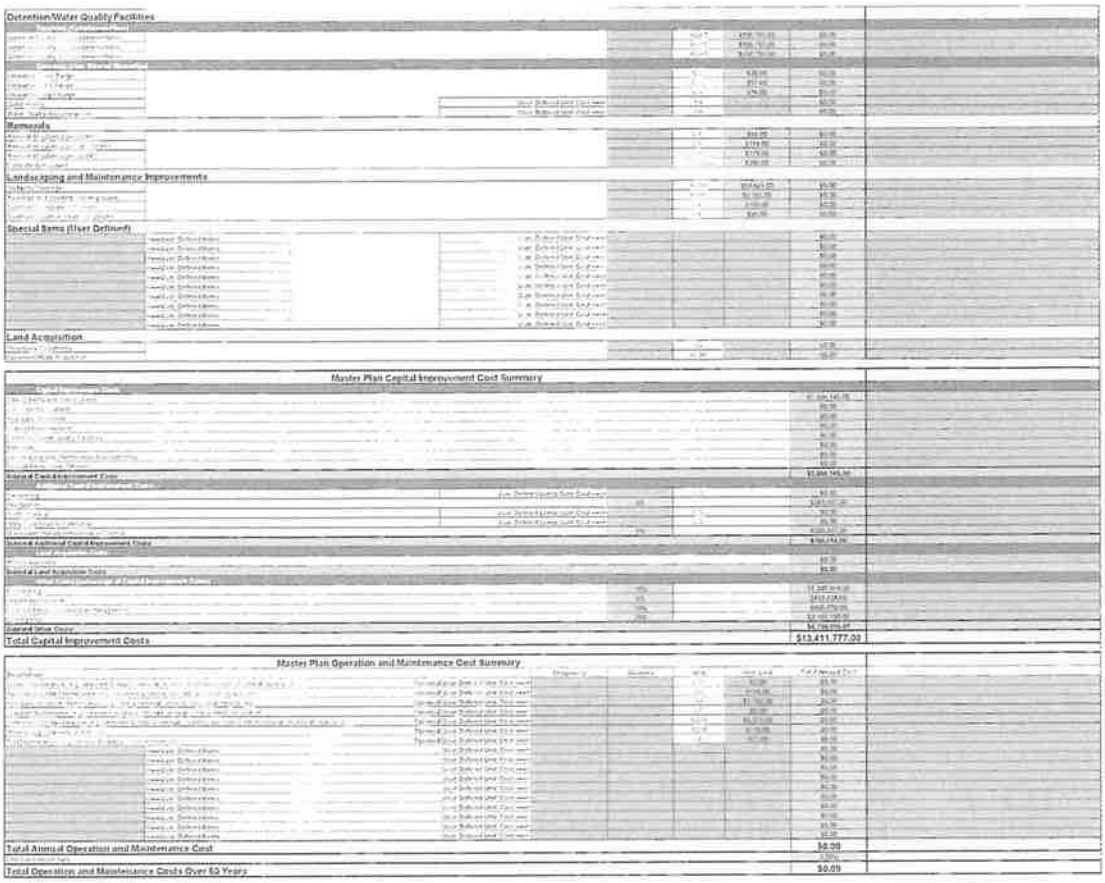
REACH	CAPITAL	EASEMENT / ROW	ENGINEERING	LEGAL / ADMINISTRATIVE	CONTRACT ADMIN/CM	CONTINGENCY	TOTAL CAPITAL COST	ANNUAL O&M COST	50-YEAR O&M COST
[illegible]	$17,852,799.00	$0.00	$1,297,914.00	$432,631.00	$865,262.00	$2,163,190.00	$13,411,[illegible].00	$0.00	$0.00
SUMPeight01	$5,670,214.00	$0.00	$1,360,532.00	$453,511.00	$907,021.00	$2,267,554.00	$10,438,832.00	$0.00	$0.00
[illegible]	$11,734,911.00	$0.00	$1,700,192.00	$566,731.20	$1,133,461.00	$2,833,653.00	$18,155,845.00	$0.00	$0.00
Totals	$29,057,584	$0	$4,358,638	$1,452,880	$2,905,758	$7,264,397	$45,039,257	$0	$0

MASTER PLAN COST ESTIMATE FOR INDIVIDUAL REACH

PROJECT	[illegible]
ORGANIZATION	CARTERET
REACH	1
JURISDICTION	PUBLIC
REACH ID	CART-R4000

ESTIMATED BY: CLA DATE: [illegible]

DESCRIPTION	SUPPORTING DATA (USER DEFINED AND CALCULATED)	QUANTITY	UNIT	UNIT COST	TOTAL COST	USER COMMENTS
Pipe Culverts and Storm Drains						
[illegible]						
[illegible]						
[illegible]



Detention/Water Quality Facilities

Removals

Landscaping and Maintenance Improvements

Special Items (User Defined)

Land Acquisition

Master Plan Capital Improvement Cost Summary

Total Capital Improvement Costs

Master Plan Operation and Maintenance Cost Summary

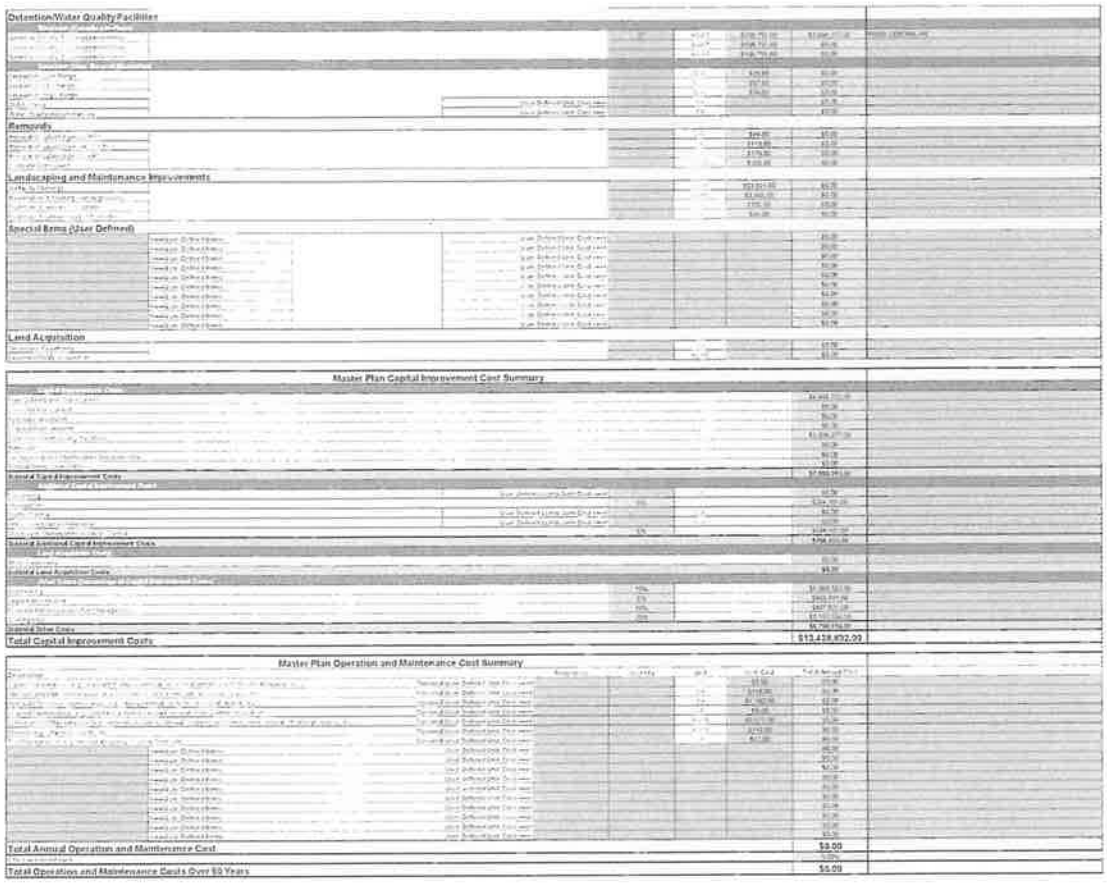
Total Annual Operation and Maintenance Cost

Total Operation and Maintenance Costs Over 50 Years

MASTER PLAN COST ESTIMATE FOR INDIVIDUAL REACH

PROJECT:
DRAINAGEWAY:
REACH:
JURISDICTION:
REACH ID:
ESTIMATED BY:
DATE:

DESCRIPTION	SUPPORTING DATA (USER DEFINED AND CALCULATED)	QUANTITY	UNIT	UNIT COST	TOTAL COST	USER COMMENTS
Pipe Culverts and Storm Drains						
Culvert						
Culvert						
Culvert



Detention/Water Quality Facilities

Removals

Landscaping and Maintenance Improvements

Special Items (User Defined)

Land Acquisition

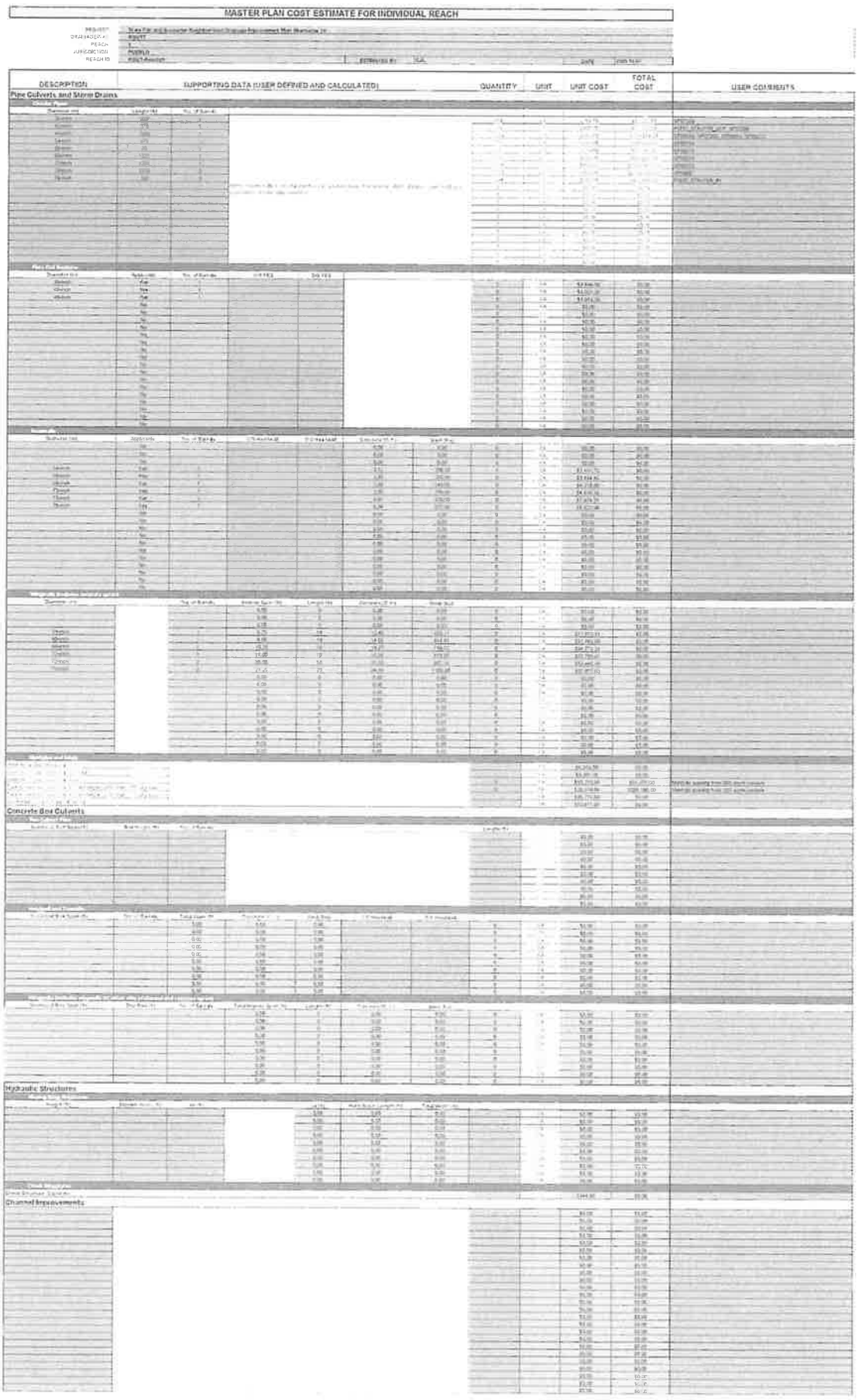
Master Plan Capital Improvement Cost Summary

Total Capital Improvement Costs

Master Plan Operation and Maintenance Cost Summary

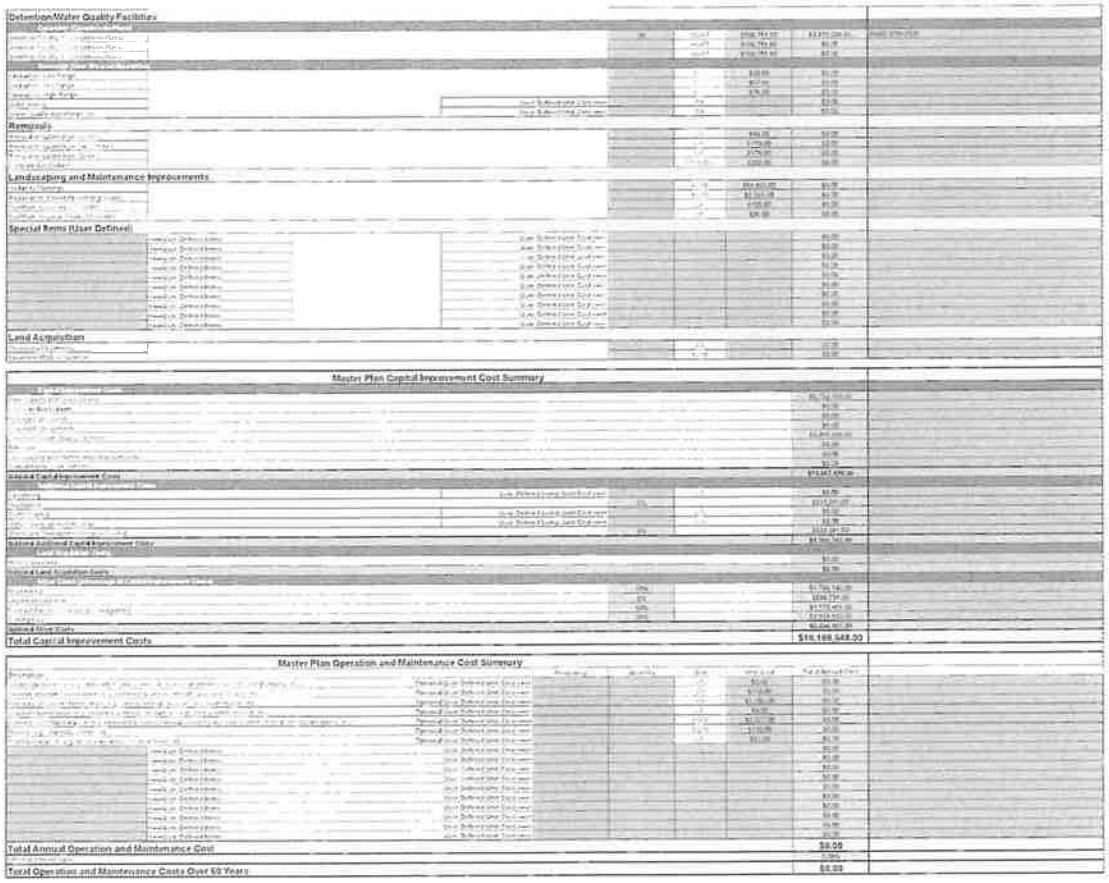
Total Annual Operation and Maintenance Cost

Total Operations and Maintenance Costs Over 50 Years



MASTER PLAN COST ESTIMATE FOR INDIVIDUAL REACH

DESCRIPTION	SUPPORTING DATA (USER DEFINED AND CALCULATED)	QUANTITY	UNIT	UNIT COST	TOTAL COST	USER COMMENTS
Pipe Culverts and Storm Drains						
Concrete Box Culverts						
Hydraulic Structures						
Channel Improvements						



Detention/Water Quality Facilities

Removals

Landscaping and Maintenance Improvements

Special Items (User Defined)

Land Acquisition

Master Plan Capital Improvement Cost Summary

Total Capital Improvement Costs

Master Plan Operation and Maintenance Cost Summary

Total Annual Operation and Maintenance Cost

Total Operation and Maintenance Costs Over 69 Years

Project Info

Project Name :	State Fair and Bessemer Neighborhood Drainage Improvement Plan Alternaitve 2B
Estimator :	CJL
Date :	2025 10 07

Project Drainageways :

Drainageway Name	Drainageway Abbreviation (Prefix for Reach ID)	Length (mi)	Number of Reaches
CARTERET	CART	0.00 mi	1
SUMMIT	SUM	0.00 mi	1
ROUTT	ROUT	0.00 mi	1
ARROYO	ARR	0.00 mi	1
		0.00 mi	0
		0.00 mi	0
		0.00 mi	0
		0.00 mi	0
		0.00 mi	0
		0.00 mi	0
	Totals :	0.00 mi	4

Jurisdictions/Sponsors :

Jurisdiction
PUEBLO

Construction Cost Index (CCI)	
CCI Base Year :	2012
CCI Base Quarter :	1
Base CCI :	1.0000
Most Recent CCI Year :	2025
Most Recent CCI Quarter :	1
Most Recently Published CCI :	2.3849
Elapsed Time (years) :	13
Percentage Change in CCI :	138.5%

Benefit Cost Analysis	
Effective Interest Rate (%):	

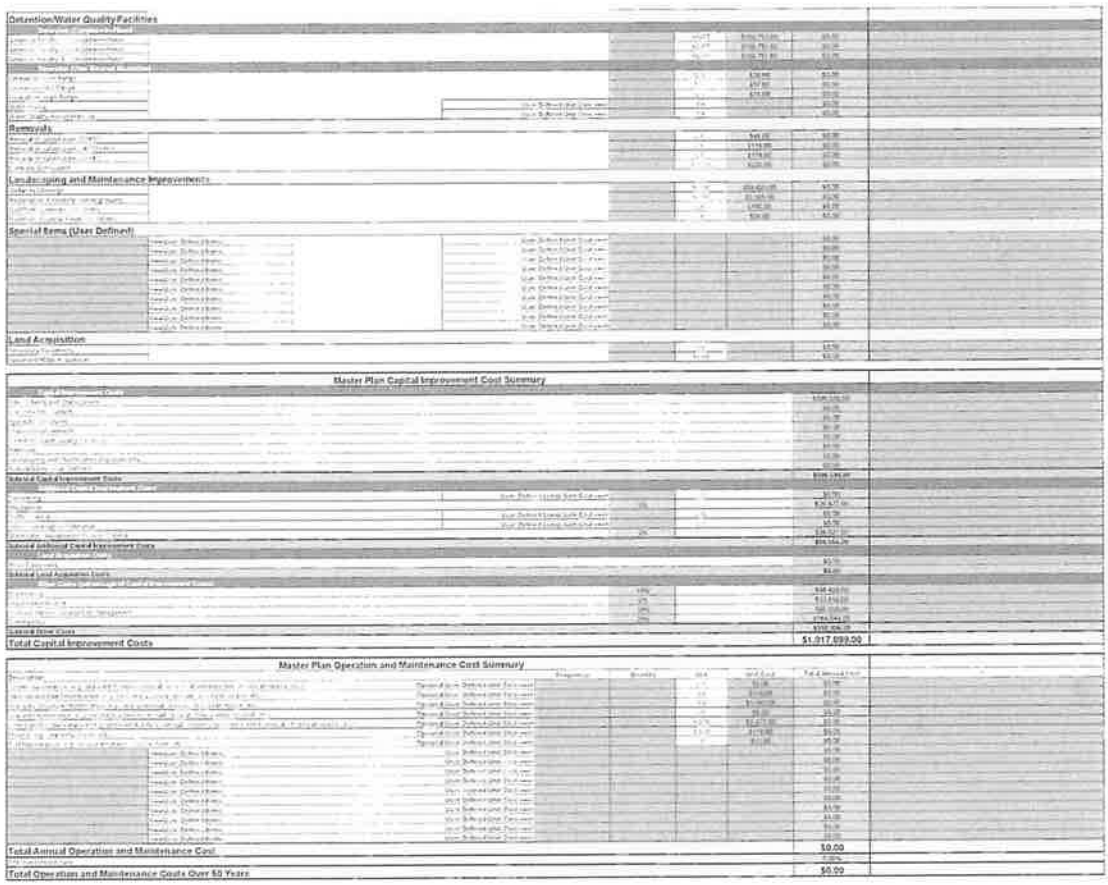
SUMMARY BY REACH

Project Name : State Fair and Bessemer Neighborhood Drainage Improvement Plan Alternaitve 2B
Estimator : CJL
Data : 2025 10 07

REACH	CAPITAL	EASEMENT / ROW	ENGINEERING	LEGAL / ADMINISTRATIVE	CONTRACT ADMIN/CM	CONTINGENCY	TOTAL CAPITAL COST	ANNUAL O&M COST	50-YEAR O&M COST
[illegible]	$955[illegible]193.00	$0.00	$[illegible]329.00	$[illegible]413.00	$[illegible]819.00	$[illegible]194,048.00	$1,017,089.00	$0.00	$0.00
[illegible]	$8,395,109.00	$0.00	$839,206.00	$379,755.00	$839,511.00	$1,338,777.00	$9,912,418.00	$0.00	$0.00
[illegible]	$731,948.00	$0.00	$100,720.00	$51,577.00	$73,156.00	$161,147.00	$1,133,669.00	$0.00	$0.00
[illegible]	$14,182,535.00	$0.00	$1,421,426.00	$709,142.00	$1,418,284.00	$3,343,709.00	$21,963,000.00	$0.00	$0.00
Totals	$21,965,685	$0	$3,294,852	$1,091,284	$2,196,569	$5,491,421	$34,046,811	$0	$0

MASTER PLAN COST ESTIMATE FOR INDIVIDUAL REACH

DESCRIPTION	SUPPORTING DATA (USER DEFINED AND CALCULATED)	QUANTITY	UNIT	UNIT COST	TOTAL COST	USER COMMENTS
Pipe Culverts and Storm Drains						
Concrete Box Culverts						
Hydraulic Structures						
Channel Improvements						



Master Plan Capital Improvement Cost Summary

Total Capital Improvement Costs $1,017,699.00

Master Plan Operation and Maintenance Cost Summary

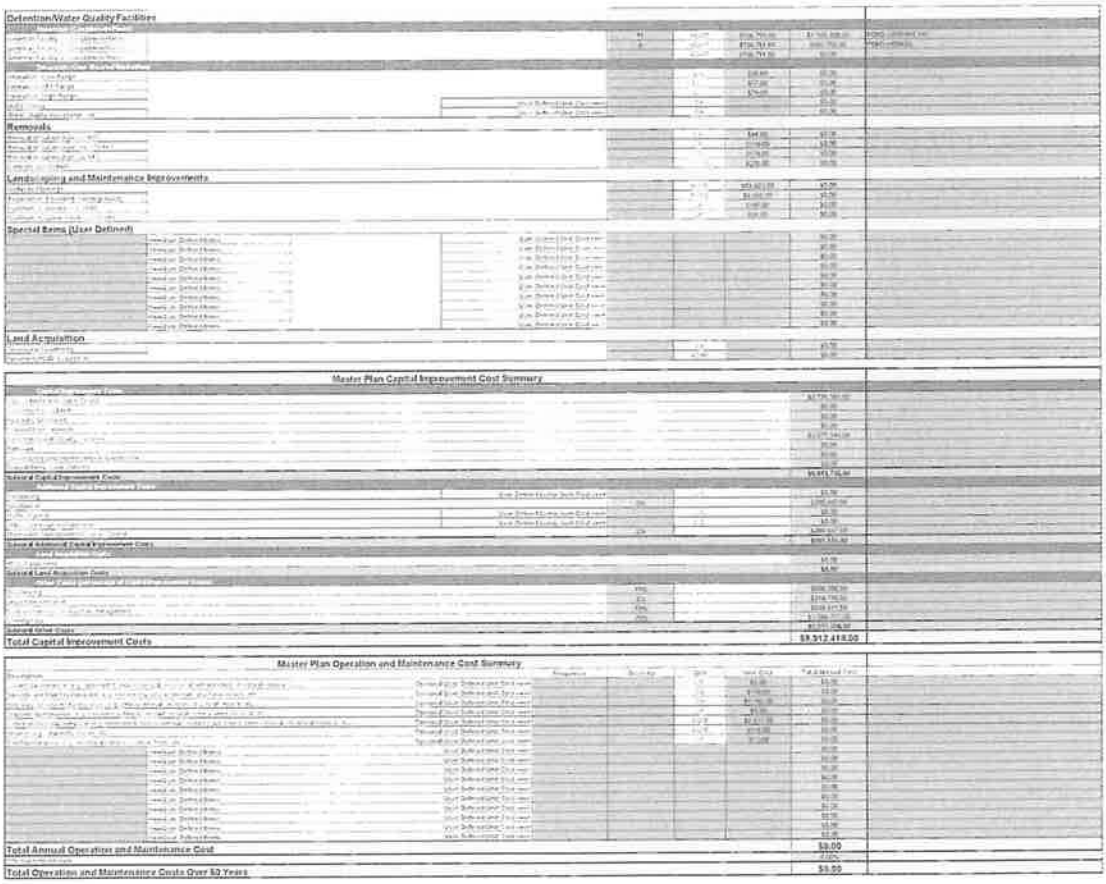
Total Annual Operation and Maintenance Cost $0.00

Total Operation and Maintenance Costs Over 50 Years $0.00

MASTER PLAN COST ESTIMATE FOR INDIVIDUAL REACH

PROJECT:
DRAINAGEWAY:
REACH:
JURISDICTION:
REACH ID:
ESTIMATED BY: TCA
DATE:

DESCRIPTION	SUPPORTING DATA (USER DEFINED AND CALCULATED)	QUANTITY	UNIT	UNIT COST	TOTAL COST	USER COMMENTS
Pipe Culverts and Storm Drains						
Concrete Box Culverts						
Hydraulic Structures						
Channel Improvements						



Detention/Water Quality Facilities

Removals

Landscaping and Maintenance Improvements

Special Items (User Defined)

Land Acquisition

Master Plan Capital Improvement Cost Summary

Total Capital Improvement Costs

Master Plan Operation and Maintenance Cost Summary

Total Annual Operation and Maintenance Cost

Total Operation and Maintenance Costs Over 50 Years

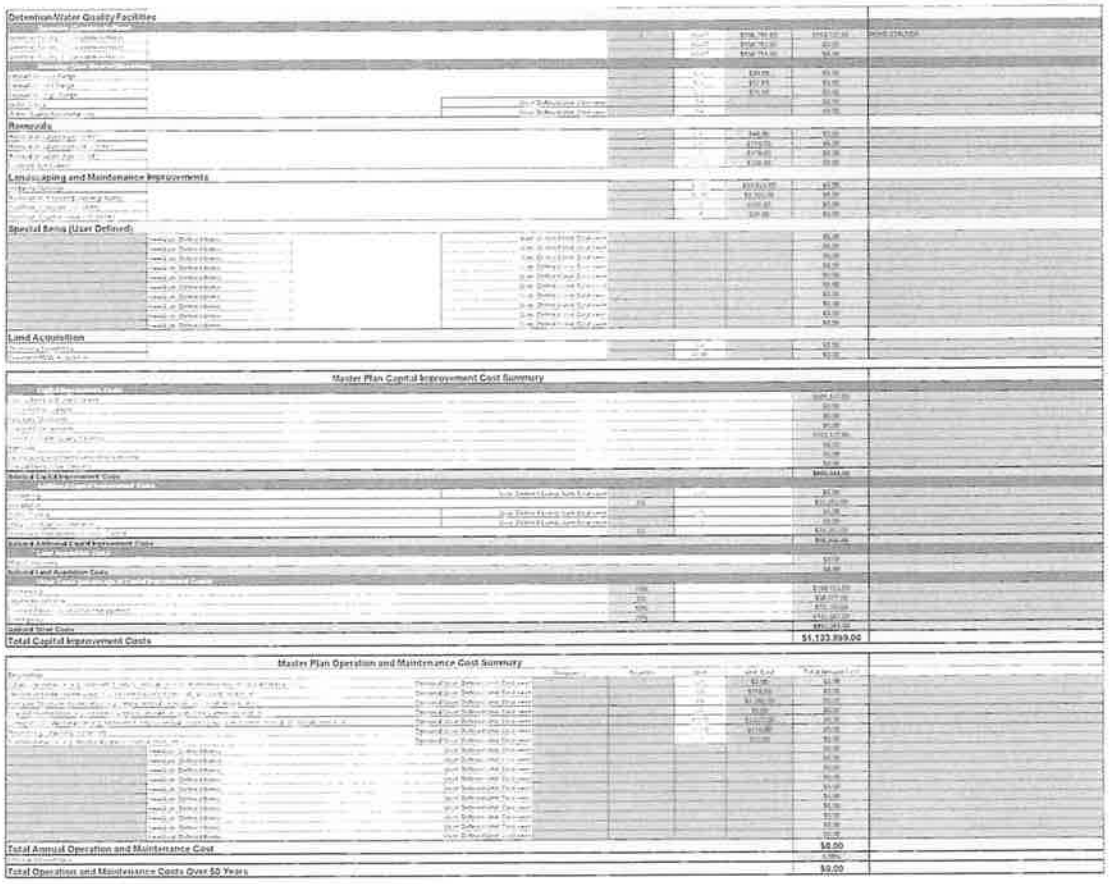
MASTER PLAN COST ESTIMATE FOR INDIVIDUAL REACH

PROJECT
DRAINAGEWAY
REACH
JURISDICTION
REACH ID

ESTIMATED BY:

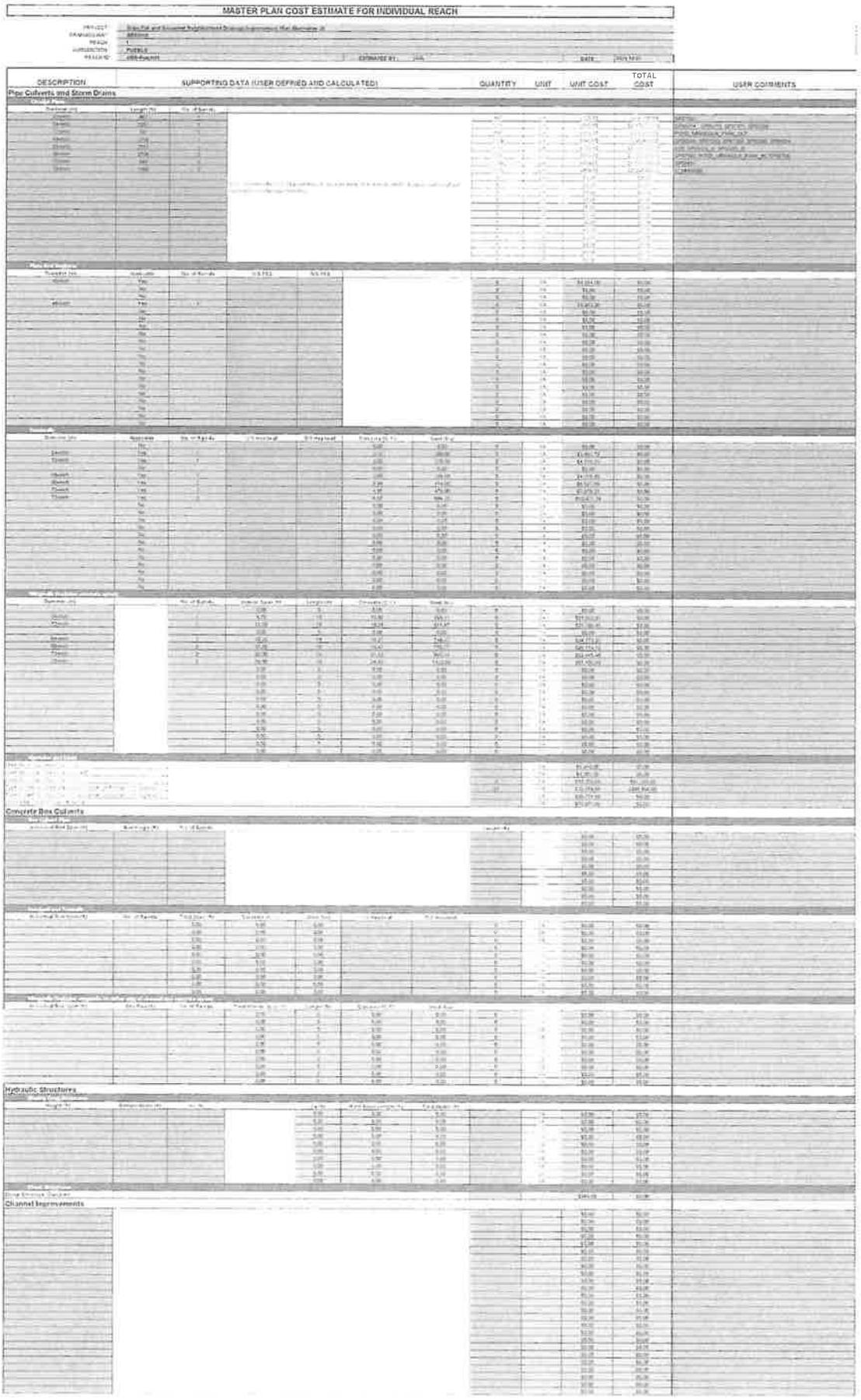
DATE:

DESCRIPTION	SUPPORTING DATA (USER DEFINED AND CALCULATED)	QUANTITY	UNIT	UNIT COST	TOTAL COST	USER COMMENTS
Pipe Culverts and Storm Drains						



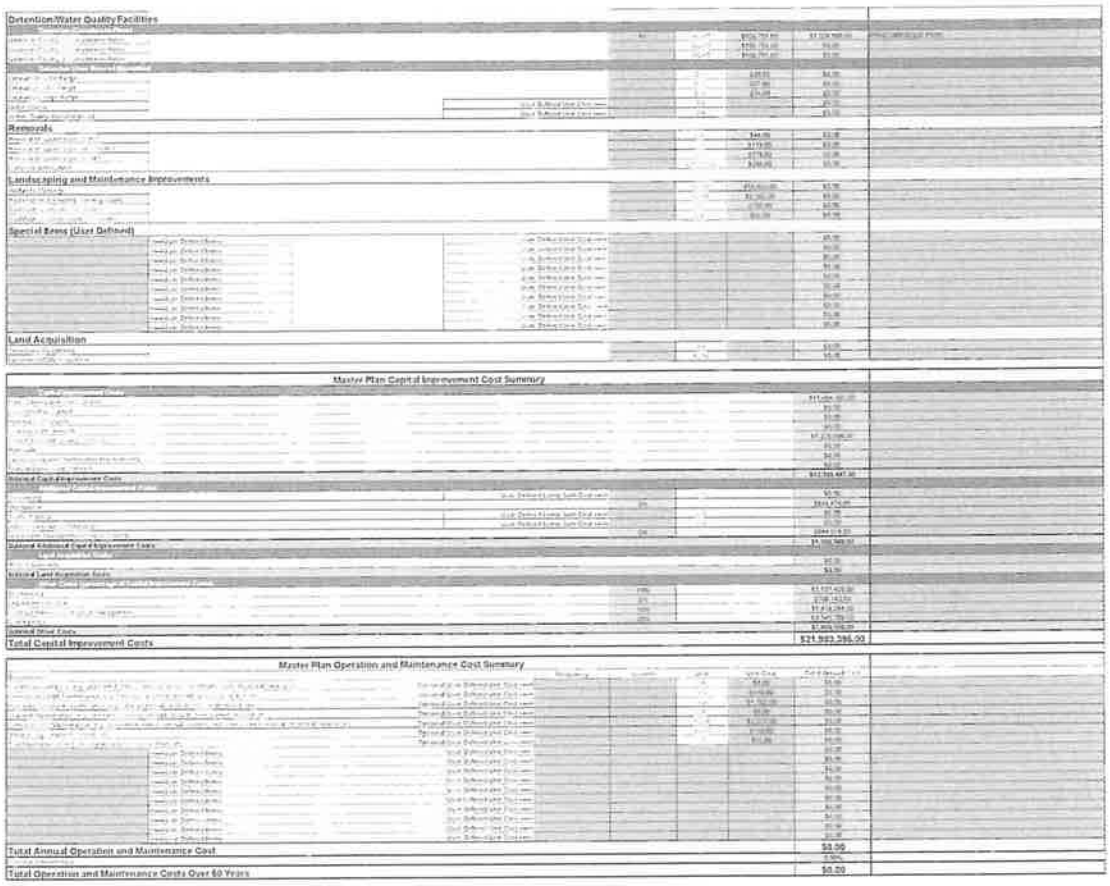
Master Plan Capital Improvement Cost Summary

Master Plan Operation and Maintenance Cost Summary



MASTER PLAN COST ESTIMATE FOR INDIVIDUAL REACH

DESCRIPTION	SUPPORTING DATA (USER DEFINED AND CALCULATED)	QUANTITY	UNIT	UNIT COST	TOTAL COST	USER COMMENTS
Pipe Culverts and Storm Drains						
Concrete Box Culverts						
Hydraulic Structures						
Channel Improvements						



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REPORT APPENDIX H: CONCEPTUAL COST ANALYSIS INFORMATION

City Provided Costs

2025-2027 Emergency Storm Sewer Point Repair

Line Item	Description	Unit of Measure	Quantity	Miller Pipeline, LLC		Parker Excavating, Inc.		Russ Grading & Excavating LLC		Average Unit Cost
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
1	Remove Existing Pipe and Replace w/12" Reinforced Concrete Pipe Less than 8' Deep	1-20	LF	$313.00	$0.00	$267.50	$0.00	$280.00	$0.00	$[illegible]
2	Remove Existing Pipe and Replace w/12" Reinforced Concrete Pipe Less than 8' Deep	21-100	LF	$262.00	$0.00	$237.50	$0.00	$265.00	$0.00	$254.[illegible]
3	Remove Existing Pipe and Replace w/12" Reinforced Concrete Pipe Less than 8' Deep	>100	LF	$719.00	$0.00	$219.65	$0.00	$255.00	$0.00	$[illegible]
4	Remove Existing Pipe and Replace w/12" Reinforced Concrete Pipe Greater than 8' Deep	1-20	LF	$351.00	$0.00	$297.50	$0.00	$295.00	$0.00	$314.50
5	Remove Existing Pipe and Replace w/12" Reinforced Concrete Pipe Greater than 8' Deep	21-100	LF	$287.00	$0.00	$266.00	$0.00	$280.00	$0.00	$277.67
6	Remove Existing Pipe and Replace w/12" Reinforced Concrete Pipe Greater than 8' Deep	>100	LF	$247.00	$0.00	$247.00	$0.00	$270.00	$0.00	$251.33
7	Remove Existing Pipe and Replace w/15" Reinforced Concrete Pipe Less than 8' Deep	1-20	LF	$327.00	$0.00	$[illegible]75.00	$0.00	$280.00	$0.00	$292.33
8	Remove Existing Pipe and Replace w/15" Reinforced Concrete Pipe Less than 8' Deep	21-100	LF	$269.00	$0.00	$249.00	$0.00	$265.00	$0.00	$261.00
9	Remove Existing Pipe and Replace w/15" Reinforced Concrete Pipe Less than 8' Deep	>100	LF	$226.00	$0.00	$236.00	$0.00	$295.00	$0.00	$[illegible]9.00
10	Remove Existing Pipe and Replace w/15" Reinforced Concrete Pipe Greater than 8' Deep	1-20	LF	$360.00	$0.00	$305.00	$0.00	$295.00	$0.00	$320.00
11	Remove Existing Pipe and Replace w/15" Reinforced Concrete Pipe Greater than 8' Deep	21-100	LF	$29[illegible].00	$0.00	$273.00	$0.00	$[illegible]80.00	$0.00	$287.33
12	Remove Existing Pipe and Replace w/15" Reinforced Concrete Pipe Greater than 8' Deep	>100	LF	$244.00	$0.00	$255.00	$0.00	$270.00	$0.00	$256.[illegible]
13	Remove Existing Pipe and Replace w/18" Reinforced Concrete Pipe Less than 8' Deep	1-20	LF	$[illegible]33.00	$0.00	$290.00	$0.00	$295.00	$0.00	$308.00
14	Remove Existing Pipe and Replace w/18" Reinforced Concrete Pipe Less than 8' Deep	21-100	LF	$282.00	$0.00	$259.00	$0.00	$280.00	$0.00	$273.67
15	Remove Existing Pipe and Replace w/18" Reinforced Concrete Pipe Less than 8' Deep	>100	LF	$2[illegible]8.00	$0.00	$241.00	$0.00	$270.00	$0.00	$249.67
16	Remove Existing Pipe and Replace w/18" Reinforced Concrete Pipe Greater than 8' Deep	1-20	LF	$3[illegible].00	$0.00	$320.00	$0.00	$305.00	$0.00	$334.00
17	Remove Existing Pipe and Replace w/18" Reinforced Concrete Pipe Greater than 8' Deep	21-100	LF	$307.00	$0.00	$2[illegible]6.00	$0.00	$290.00	$0.00	$291.00
18	Remove Existing Pipe and Replace w/18" Reinforced Concrete Pipe Greater than 8' Deep	>100	LF	$255.00	$0.00	$267.00	$0.00	$280.00	$0.00	$267.33
19	Remove Existing Pipe and Replace w/24" Reinforced Concrete Pipe Less than 8' Deep	1-20	LF	$422.00	$0.00	$305.00	$0.00	$330.00	$0.00	$364.00
20	Remove Existing Pipe and Replace w/24" Reinforced Concrete Pipe Less than 8' Deep	21-100	LF	$349.00	$0.00	$[illegible]74.00	$0.00	$[illegible]1.20	$0.00	$[illegible]2
21	Remove Existing Pipe and Replace w/24" Reinforced Concrete Pipe Less than 8' Deep	>100	LF	$295.00	$0.00	$254.00	$0.00	$305.00	$0.00	$284.[illegible]7
22	Remove Existing Pipe and Replace w/24" Reinforced Concrete Pipe Greater than 8' Deep	1-20	LF	$467.00	$0.00	$335.00	$0.00	$455.00	$0.00	$385.67
23	Remove Existing Pipe and Replace w/24" Reinforced Concrete Pipe Greater than 8' Deep	21-100	LF	$379.00	$0.00	$302.50	$0.00	$340.00	$0.00	$340.50
24	Remove Existing Pipe and Replace w/24" Reinforced Concrete Pipe Greater than 8' Deep	>100	LF	$315.00	$0.00	$[illegible]8.00	$0.00	$330.00	$0.00	$109.00
25	Remove Existing Pipe and Replace w/30" Reinforced Concrete Pipe Less than 8' Deep	1-20	LF	$486.00	$0.00	$315.00	$0.00	$408.00	$0.00	$403.00
26	Remove Existing Pipe and Replace w/30" Reinforced Concrete Pipe Less than 8' Deep	21-100	LF	$393.00	$0.00	$244.00	$0.00	$393.00	$0.00	$356.33
27	Remove Existing Pipe and Replace w/30" Reinforced Concrete Pipe Less than 8' Deep	>100	LF	$324.00	$0.00	$263.00	$0.00	$385.00	$0.00	$324.00
28	Remove Existing Pipe and Replace w/30" Reinforced Concrete Pipe Greater than 8' Deep	1-20	LF	$526.00	$0.00	$330.00	$0.00	$420.00	$0.00	$425.67
29	Remove Existing Pipe and Replace w/30" Reinforced Concrete Pipe Greater than 8' Deep	21-100	LF	$419.00	$0.00	$312.00	$0.00	$415.00	$0.00	$382.00
30	Remove Existing Pipe and Replace w/30" Reinforced Concrete Pipe Greater than 8' Deep	>100	LF	$353.00	$0.00	$291.00	$0.00	$403.00	$0.00	$349.[illegible]7
31	Remove Existing Pipe and Replace w/36" Reinforced Concrete Pipe Less than 8' Deep	1-20	LF	$556.00	$0.00	$339.00	$0.00	$405.00	$0.00	$433.33
32	Remove Existing Pipe and Replace w/36" Reinforced Concrete Pipe Less than 8' Deep	21-100	LF	$442.00	$0.00	$293.00	$0.00	$390.00	$0.00	$375.00
33	Remove Existing Pipe and Replace w/36" Reinforced Concrete Pipe Less than 8' Deep	>100	LF	$[illegible]71.00	$0.00	$285.00	$0.00	$340.00	$0.00	$347.67
34	Remove Existing Pipe and Replace w/36" Reinforced Concrete Pipe Greater than 8' Deep	1-20	LF	$594.00	$0.00	$[illegible]70.00	$0.00	$[illegible]40.00	$0.00	$[illegible].67
35	Remove Existing Pipe and Replace w/36" Reinforced Concrete Pipe Greater than 8' Deep	21-100	LF	$472.00	$0.00	$336.00	$0.00	$415.00	$0.00	$407.67
36	Remove Existing Pipe and Replace w/36" Reinforced Concrete Pipe Greater than 8' Deep	>100	LF	$398.00	$0.00	$[illegible]16.00	$0.00	$405.00	$0.00	$372.33
37	Remove Existing Pipe and Replace w/42" Reinforced Concrete Pipe Less than 8' Deep	1-20	LF	$659.00	$0.00	$361.00	$0.00	$530.00	$0.00	$516.[illegible]3
38	Remove Existing Pipe and Replace w/42" Reinforced Concrete Pipe Less than 8' Deep	21-100	LF	$527.00	$0.00	$327.00	$0.00	$485.00	$0.00	$446.67
39	Remove Existing Pipe and Replace w/42" Reinforced Concrete Pipe Less than 8' Deep	>100	LF	$[illegible]43.00	$0.00	$305.00	$0.00	$[illegible]75.00	$0.00	$[illegible]07.67
40	Remove Existing Pipe and Replace w/42" Reinforced Concrete Pipe Greater than 8' Deep	1-20	LF	$704.00	$0.00	$406.00	$0.00	$505.00	$0.00	$539.00
41	Remove Existing Pipe and Replace w/42" Reinforced Concrete Pipe Greater than 8' Deep	21-100	LF	$565.00	$0.00	$35[illegible].00	$0.00	$490.00	$0.00	$[illegible]67.[illegible]
42	Remove Existing Pipe and Replace w/42" Reinforced Concrete Pipe Greater than 8' Deep	>100	LF	$466.00	$0.00	$349.00	$0.00	$480.00	$0.00	$431.67
43	Remove Existing Pipe and Replace w/48" Reinforced Concrete Pipe Less than 8' Deep	1-20	LF	$770.00	$0.00	$3[illegible].00	$0.00	$532.00	$0.00	$568.67
44	Remove Existing Pipe and Replace w/48" Reinforced Concrete Pipe Less than 8' Deep	21-100	LF	$603.00	$0.00	$360.00	$0.00	$517.00	$0.00	$493.[illegible]3
45	Remove Existing Pipe and Replace w/48" Reinforced Concrete Pipe Less than 8' Deep	>100	LF	$515.00	$0.00	$339.00	$0.00	$507.00	$0.00	$453.67
46	Remove Existing Pipe and Replace w/48" Reinforced Concrete Pipe Greater than 8' Deep	1-20	LF	$[illegible]15.00	$0.00	$432.00	$0.00	$558.00	$0.00	$601.67
47	Remove Existing Pipe and Replace w/48" Reinforced Concrete Pipe Greater than 8' Deep	21-100	LF	$[illegible]67.00	$0.00	$411.00	$0.00	$543.00	$0.00	$[illegible]31.[illegible]
48	Remove Existing Pipe and Replace w/48" Reinforced Concrete Pipe Greater than 8' Deep	>100	LF	$[illegible]1.00	$0.00	$395.00	$0.00	$[illegible]5.00	$0.00	$[illegible]4[illegible]
49	Remove Existing Pipe and Replace w/54" Reinforced Concrete Pipe Less than 8' Deep	1-20	LF	$[illegible]1.00	$0.00	$484.00	$0.00	$532.00	$0.00	$[illegible]42.[illegible]
50	Remove Existing Pipe and Replace w/54" Reinforced Concrete Pipe Less than 8' Deep	21-100	LF	$710.00	$0.00	$461.00	$0.00	$517.00	$0.00	$562.67
51	Remove Existing Pipe and Replace w/54" Reinforced Concrete Pipe Less than 8' Deep	>100	LF	$[illegible]12.00	$0.00	$442.00	$0.00	$507.00	$0.00	$[illegible]30.00
52	Remove Existing Pipe and Replace w/54" Reinforced Concrete Pipe Greater than 8' Deep	1-20	LF	$[illegible]67.00	$0.00	$337.00	$0.00	$635.00	$0.00	$[illegible]13.[illegible]
53	Remove Existing Pipe and Replace w/54" Reinforced Concrete Pipe Greater than 8' Deep	21-100	LF	$742.00	$0.00	$[illegible]12.00	$0.00	$620.00	$0.00	$[illegible]62.[illegible]
54	Remove Existing Pipe and Replace w/54" Reinforced Concrete Pipe Greater than 8' Deep	>100	LF	$633.[illegible]0	$0.00	$[illegible]91.00	$0.00	$610.00	$0.00	$578.00
55	Remove Existing Pipe and Replace w/60" Reinforced Concrete Pipe Less than 8' Deep	1-20	LF	$1,018.00	$0.00	$[illegible]67.00	$0.00	$[illegible]4.00	$0.00	$[illegible]40.[illegible]0
56	Remove Existing Pipe and Replace w/60" Reinforced Concrete Pipe Less than 8' Deep	21-100	LF	$786.00	$0.00	$[illegible]50.00	$0.00	$670.00	$0.00	$[illegible]57.00
57	Remove Existing Pipe and Replace w/60" Reinforced Concrete Pipe Less than 8' Deep	>100	LF	$681.00	$0.00	$[illegible]23.00	$0.00	$[illegible]10.00	$0.00	$[illegible]03.67
58	Remove Existing Pipe and Replace w/60" Reinforced Concrete Pipe Greater than 8' Deep	1-20	LF	$1,065.00	$0.00	$[illegible]00.00	$0.00	$[illegible]40.00	$0.00	$[illegible]79.67
59	Remove Existing Pipe and Replace w/60" Reinforced Concrete Pipe Greater than 8' Deep	21-100	LF	$821.00	$0.00	$591.00	$0.00	$640.00	$0.00	$[illegible]84.00
60	Remove Existing Pipe and Replace w/60" Reinforced Concrete Pipe Greater than 8' Deep	>100	LF	$703.00	$0.00	$[illegible]63.00	$0.00	$630.00	$0.00	$[illegible]38.33
61	Remove Existing Pipe and Replace w/12" High Performance Polypropylene Pipe Less than 8' Deep	1-20	LF	$265.00	$0.00	$[illegible]22.00	$0.00	$[illegible]0.00	$0.00	$[illegible]34.33
62	Remove Existing Pipe and Replace w/12" High Performance Polypropylene Pipe Less than 8' Deep	21-100	LF	$[illegible]12.00	$0.00	$195.00	$0.00	$320.00	$0.00	$[illegible]76.67
63	Remove Existing Pipe and Replace w/12" High Performance Polypropylene Pipe Less than 8' Deep	>100	LF	$195.00	$0.00	$[illegible]2.00	$0.00	$[illegible]5.00	$0.00	$[illegible]1.00

64 Remove Existing Pipe and Replace w/12" High Performance Polypropylene Pipe Greater than 8' Deep	1-20	LF	$282.00	$0.00	$253.00	$0.00	$265.00	$0.00	$266.67
65 Remove Existing Pipe and Replace w/12" High Performance Polypropylene Pipe Greater than 8' Deep	21-100	LF	$245.00	$0.00	$224.00	$0.00	$235.00	$0.00	$234.67
66 Remove Existing Pipe and Replace w/12" High Performance Polypropylene Pipe Greater than 8' Deep	>100	LF	$185.00	$0.00	$206.00	$0.00	$185.00	$0.00	$192.00
67 Remove Existing Pipe and Replace w/15" High Performance Polypropylene Pipe Less than 8' Deep	1-20	LF	$288.00	$0.00	$248.00	$0.00	$252.00	$0.00	$262.67
68 Remove Existing Pipe and Replace w/15" High Performance Polypropylene Pipe Less than 8' Deep	21-100	LF	$251.00	$0.00	$219.00	$0.00	$232.00	$0.00	$234.00
69 Remove Existing Pipe and Replace w/15" High Performance Polypropylene Pipe Less than 8' Deep	>100	LF	$212.00	$0.00	$202.00	$0.00	$182.00	$0.00	$198.67
70 Remove Existing Pipe and Replace w/15" High Performance Polypropylene Pipe Greater than 8' Deep	1-20	LF	$306.00	$0.00	$275.00	$0.00	$274.00	$0.00	$285.00
71 Remove Existing Pipe and Replace w/15" High Performance Polypropylene Pipe Greater than 8' Deep	21-100	LF	$264.00	$0.00	$246.00	$0.00	$244.00	$0.00	$251.33
72 Remove Existing Pipe and Replace w/15" High Performance Polypropylene Pipe Greater than 8' Deep	>100	LF	$202.00	$0.00	$228.00	$0.00	$194.00	$0.00	$208.00
73 Remove Existing Pipe and Replace w/18" High Performance Polypropylene Pipe Less than 8' Deep	1-20	LF	$302.00	$0.00	$254.00	$0.00	$250.00	$0.00	$268.67
74 Remove Existing Pipe and Replace w/18" High Performance Polypropylene Pipe Less than 8' Deep	21-100	LF	$263.00	$0.00	$240.00	$0.00	$223.00	$0.00	$242.00
75 Remove Existing Pipe and Replace w/18" High Performance Polypropylene Pipe Less than 8' Deep	>100	LF	$223.00	$0.00	$222.00	$0.00	$185.00	$0.00	$210.00
76 Remove Existing Pipe and Replace w/18" High Performance Polypropylene Pipe Greater than 8' Deep	1-20	LF	$320.00	$0.00	$282.00	$0.00	$267.00	$0.00	$289.67
77 Remove Existing Pipe and Replace w/18" High Performance Polypropylene Pipe Greater than 8' Deep	21-100	LF	$276.00	$0.00	$267.00	$0.00	$237.00	$0.00	$260.00
78 Remove Existing Pipe and Replace w/18" High Performance Polypropylene Pipe Greater than 8' Deep	>100	LF	$213.00	$0.00	$248.00	$0.00	$195.00	$0.00	$218.67
79 Remove Existing Pipe and Replace w/24" High Performance Polypropylene Pipe Less than 8' Deep	1-20	LF	$370.00	$0.00	$288.00	$0.00	$273.00	$0.00	$310.33
80 Remove Existing Pipe and Replace w/24" High Performance Polypropylene Pipe Less than 8' Deep	21-100	LF	$316.00	$0.00	$275.00	$0.00	$245.00	$0.00	$278.67
81 Remove Existing Pipe and Replace w/24" High Performance Polypropylene Pipe Less than 8' Deep	>100	LF	$271.00	$0.00	$256.00	$0.00	$200.00	$0.00	$242.33
82 Remove Existing Pipe and Replace w/24" High Performance Polypropylene Pipe Greater than 8' Deep	1-20	LF	$387.00	$0.00	$312.00	$0.00	$288.00	$0.00	$329.00
83 Remove Existing Pipe and Replace w/24" High Performance Polypropylene Pipe Greater than 8' Deep	21-100	LF	$331.00	$0.00	$296.00	$0.00	$244.00	$0.00	$290.33
84 Remove Existing Pipe and Replace w/24" High Performance Polypropylene Pipe Greater than 8' Deep	>100	LF	$258.00	$0.00	$283.00	$0.00	$230.00	$0.00	$257.00
85 Remove Existing Pipe and Replace w/30" High Performance Polypropylene Pipe Less than 8' Deep	1-20	LF	$430.00	$0.00	$338.00	$0.00	$300.00	$0.00	$356.00
86 Remove Existing Pipe and Replace w/30" High Performance Polypropylene Pipe Less than 8' Deep	21-100	LF	$364.00	$0.00	$321.00	$0.00	$275.00	$0.00	$320.00
87 Remove Existing Pipe and Replace w/30" High Performance Polypropylene Pipe Less than 8' Deep	>100	LF	$315.00	$0.00	$307.00	$0.00	$255.00	$0.00	$292.33
88 Remove Existing Pipe and Replace w/30" High Performance Polypropylene Pipe Greater than 8' Deep	1-20	LF	$448.00	$0.00	$368.00	$0.00	$315.00	$0.00	$377.00
89 Remove Existing Pipe and Replace w/30" High Performance Polypropylene Pipe Greater than 8' Deep	21-100	LF	$379.00	$0.00	$350.00	$0.00	$290.00	$0.00	$339.67
90 Remove Existing Pipe and Replace w/30" High Performance Polypropylene Pipe Greater than 8' Deep	>100	LF	$302.00	$0.00	$336.00	$0.00	$275.00	$0.00	$404.33
91 Remove Existing Pipe and Replace w/36" High Performance Polypropylene Pipe Less than 8' Deep	1-20	LF	$497.00	$0.00	$360.00	$0.00	$332.00	$0.00	$396.33
92 Remove Existing Pipe and Replace w/36" High Performance Polypropylene Pipe Less than 8' Deep	21-100	LF	$417.00	$0.00	$349.00	$0.00	$294.00	$0.00	$353.33
93 Remove Existing Pipe and Replace w/36" High Performance Polypropylene Pipe Less than 8' Deep	>100	LF	$363.00	$0.00	$329.00	$0.00	$275.00	$0.00	$322.33
94 Remove Existing Pipe and Replace w/36" High Performance Polypropylene Pipe Greater than 8' Deep	1-20	LF	$515.00	$0.00	$390.00	$0.00	$347.00	$0.00	$417.33
95 Remove Existing Pipe and Replace w/36" High Performance Polypropylene Pipe Greater than 8' Deep	21-100	LF	$432.00	$0.00	$371.00	$0.00	$317.00	$0.00	$373.33
96 Remove Existing Pipe and Replace w/36" High Performance Polypropylene Pipe Greater than 8' Deep	>100	LF	$350.00	$0.00	$350.00	$0.00	$295.00	$0.00	$331.67
97 Remove Existing Pipe and Replace w/42" High Performance Polypropylene Pipe Less than 8' Deep	1-20	LF	$592.00	$0.00	$394.00	$0.00	$445.00	$0.00	$477.00
98 Remove Existing Pipe and Replace w/42" High Performance Polypropylene Pipe Less than 8' Deep	21-100	LF	$494.00	$0.00	$375.00	$0.00	$377.00	$0.00	$415.33
99 Remove Existing Pipe and Replace w/42" High Performance Polypropylene Pipe Less than 8' Deep	>100	LF	$429.00	$0.00	$360.00	$0.00	$375.00	$0.00	$388.00
100 Remove Existing Pipe and Replace w/42" High Performance Polypropylene Pipe Greater than 8' Deep	1-20	LF	$612.00	$0.00	$424.00	$0.00	$455.00	$0.00	$497.00
101 Remove Existing Pipe and Replace w/42" High Performance Polypropylene Pipe Greater than 8' Deep	21-100	LF	$509.00	$0.00	$392.00	$0.00	$387.00	$0.00	$429.33
102 Remove Existing Pipe and Replace w/42" High Performance Polypropylene Pipe Greater than 8' Deep	>100	LF	$419.00	$0.00	$383.00	$0.00	$380.00	$0.00	$394.00
103 Remove Existing Pipe and Replace w/48" High Performance Polypropylene Pipe Less than 8' Deep	1-20	LF	$700.00	$0.00	$425.00	$0.00	$465.00	$0.00	$530.00
104 Remove Existing Pipe and Replace w/48" High Performance Polypropylene Pipe Less than 8' Deep	21-100	LF	$579.00	$0.00	$405.00	$0.00	$400.00	$0.00	$461.33
105 Remove Existing Pipe and Replace w/48" High Performance Polypropylene Pipe Less than 8' Deep	>100	LF	$506.00	$0.00	$390.00	$0.00	$397.00	$0.00	$431.00
106 Remove Existing Pipe and Replace w/48" High Performance Polypropylene Pipe Greater than 8' Deep	1-20	LF	$720.00	$0.00	$459.00	$0.00	$485.00	$0.00	$554.67
107 Remove Existing Pipe and Replace w/48" High Performance Polypropylene Pipe Greater than 8' Deep	21-100	LF	$594.00	$0.00	$437.00	$0.00	$420.00	$0.00	$483.67
108 Remove Existing Pipe and Replace w/48" High Performance Polypropylene Pipe Greater than 8' Deep	>100	LF	$496.00	$0.00	$422.00	$0.00	$417.00	$0.00	$445.00
109 Remove Existing Pipe and Replace w/60" High Performance Polypropylene Pipe Less than 8' Deep	1-20	LF	$910.00	$0.00	$513.00	$0.00	$785.00	$0.00	$736.00
110 Remove Existing Pipe and Replace w/60" High Performance Polypropylene Pipe Less than 8' Deep	21-100	LF	$752.00	$0.00	$510.00	$0.00	$655.00	$0.00	$639.00
111 Remove Existing Pipe and Replace w/60" High Performance Polypropylene Pipe Less than 8' Deep	>100	LF	$664.00	$0.00	$503.00	$0.00	$625.00	$0.00	$597.33
112 Remove Existing Pipe and Replace w/60" High Performance Polypropylene Pipe Greater than 8' Deep	1-20	LF	$930.00	$0.00	$538.00	$0.00	$785.00	$0.00	$750.67
113 Remove Existing Pipe and Replace w/60" High Performance Polypropylene Pipe Greater than 8' Deep	21-100	LF	$769.00	$0.00	$535.00	$0.00	$675.00	$0.00	$659.67
114 Remove Existing Pipe and Replace w/60" High Performance Polypropylene Pipe Greater than 8' Deep	>100	LF	$652.00	$0.00	$528.00	$0.00	$650.00	$0.00	$610.00
115 Remove and Replace 4" Non Reinforced Concrete Slab	1-20	SF	$96.00	$0.00	$47.00	$0.00	$35.00	$0.00	$52.67
116 Remove and Replace 4" Non Reinforced Concrete Slab	21-100	SF	$54.00	$0.00	$22.00	$0.00	$25.00	$0.00	$33.67
117 Remove and Replace 4" Non-Reinforced Concrete Slab	>100	SF	$47.00	$0.00	$22.00	$0.00	$20.00	$0.00	$29.67
118 Remove and Replace 7" Reinforced Concrete Slab	1-20	SF	$184.00	$0.00	$45.00	$0.00	$35.00	$0.00	$86.00
119 Remove and Replace 7" Reinforced Concrete Slab	21-100	SF	$110.00	$0.00	$30.00	$0.00	$30.00	$0.00	$56.67
120 Remove and Replace 7" Reinforced Concrete Slab	>100	SF	$97.00	$0.00	$30.00	$0.00	$25.00	$0.00	$50.67
121 Remove and Replace 6" Reinforced Concrete Slab	1-20	SF	$178.00	$0.00	$34.00	$0.00	$31.00	$0.00	$42.33
122 Remove and Replace 6" Reinforced Concrete Slab	21-100	SF	$102.00	$0.00	$30.00	$0.00	$30.00	$0.00	$54.00
123 Remove and Replace 6" Reinforced Concrete Slab	>100	SF	$92.00	$0.00	$30.00	$0.00	$25.00	$0.00	$49.00
124 Remove and Replace Curb and Gutter	1-20	LF	$238.00	$0.00	$75.00	$0.00	$25.00	$0.00	$129.33
125 Remove and Replace Curb and Gutter	21-100	LF	$210.00	$0.00	$66.00	$0.00	$27.00	$0.00	$101.00
126 Remove and Replace Curb and Gutter	>100	LF	$117.00	$0.00	$66.00	$0.00	$75.00	$0.00	$86.00

127	Install Extra Lean Concrete (Flowable Fill)	1-28	CY	$222.00	$0.00	$254.00	$0.00	$225.00	$0.00	$233.67
128	Install Extra Lean Concrete (Flowable Fill)	21-100	CY	$213.00	$0.00	$244.00	$0.00	$225.00	$0.00	$227.33
129	Install Extra Lean Concrete (Flowable Fill)	>100	CY	$208.00	$0.00	$244.00	$0.00	$225.00	$0.00	$225.67
130	Dissimilar Pipe Connection for Pipe 12" to 18"	1	EA	$1,426.00	$0.00	$1,350.00	$0.00	$1,400.00	$0.00	$1,392.00
131	Dissimilar Pipe Connection for Pipe 24" to 36"	1	EA	$2,133.00	$0.00	$1,400.00	$0.00	$2,100.00	$0.00	$1,877.67
132	Dissimilar Pipe Connection for Pipe 42" to 48"	1	EA	$2,917.00	$0.00	$3,400.00	$0.00	$2,750.00	$0.00	$3,022.33
133	Dissimilar Pipe Connection for Pipe 54" to 60"	1	EA	$3,716.00	$0.00	$3,800.00	$0.00	$3,500.00	$0.00	$3,672.00
134	Remove and Replace 4 ft Dia Standard Manhole	1	EA	$5,573.00	$0.00	$4,800.00	$0.00	$6,000.00	$0.00	$5,457.67
135	Remove and Replace 5 ft Dia Standard Manhole	1	EA	$6,831.00	$0.00	$5,800.00	$0.00	$7,000.00	$0.00	$6,543.67
136	Remove and Replace 6 ft Dia Standard Manhole	1	EA	$8,136.00	$0.00	$6,405.00	$0.00	$8,000.00	$0.00	$7,513.67
137	Remove and Replace >6 ft Dia Manhole Per Appropriate Size from CDOT Standard Plan No M-604-20	1	EA	$18,430.00	$0.00	$12,850.00	$0.00	$13,000.00	$0.00	$14,760.00
138	Remove and Replace 5' CDOT Type R Curb Opening Inlet	1	EA	$8,075.00	$0.00	$9,875.00	$0.00	$9,500.00	$0.00	$9,816.67
139	Remove and Replace 10' CDOT Type R Curb Opening Inlet	1	EA	$12,949.00	$0.00	$13,150.00	$0.00	$12,500.00	$0.00	$12,883.00
140	Remove and Replace 15' CDOT Type R Curb Opening Inlet	1	EA	$18,302.00	$0.00	$17,936.00	$0.00	$18,500.00	$0.00	$18,246.00
141	Remove and Replace Single Denver 16 Combination Inlet	1	EA	$6,711.00	$0.00	$8,832.00	$0.00	$8,500.00	$0.00	$8,014.33
142	Remove and Replace Double Denver 16 Combination Inlet	1	EA	$11,685.00	$0.00	$13,680.00	$0.00	$14,500.00	$0.00	$13,288.33
143	Remove and Replace Triple Denver 16 Combination Inlet	1	EA	$18,018.00	$0.00	$19,720.00	$0.00	$23,500.00	$0.00	$20,412.67
144	Install ADA Ramp	1	EA	$795.00	$0.00	$1,500.00	$0.00	$750.00	$0.00	$1,015.00
145	Mobilization	1	LS	$6,307.00	$0.00	$3,000.00	$0.00	$4,000.00	$0.00	$4,435.67
146	Remove and Replace 6" Asphalt Patch	1	SF	$25.00	$0.00	$18.00	$0.00	$15.00	$0.00	$19.33
147	Install Rip Rap - Type VL	1	TON	$131.00	$0.00	$60.95	$0.00	$50.00	$0.00	$80.65
148	Install Rip Rap - Type L	1	TON	$131.00	$0.00	$60.95	$0.00	$50.00	$0.00	$80.65
149	Install Rip Rap - Type M	1	TON	$134.00	$0.00	$63.25	$0.00	$50.00	$0.00	$82.42
150	Install Rip Rap - Type H	1	TON	$159.00	$0.00	$63.25	$0.00	$75.00	$0.00	$99.08
151	Install Rip Rap - Type VH	1	TON	$165.00	$0.00	$69.00	$0.00	$75.00	$0.00	$103.00
152	Revegetation	1	SF	$18.00	$0.00	$4.20	$0.00	$2.50	$0.00	$8.23
153	Install 15" Concrete Flared End Sections	1	EA	$2,198.00	$0.00	$1,863.00	$0.00	$2,000.00	$0.00	$2,020.33
154	Install 18" Concrete Flared End Sections	1	EA	$2,425.00	$0.00	$2,052.00	$0.00	$2,150.00	$0.00	$2,209.00
155	Install 21" Concrete Flared End Sections	1	EA	$2,489.00	$0.00	$2,400.00	$0.00	$2,250.00	$0.00	$2,379.33
156	Install 24" Concrete Flared End Sections	1	EA	$2,466.00	$0.00	$1,944.00	$0.00	$2,250.00	$0.00	$2,221.00
157	Install 27" Concrete Flared End Sections	1	EA	$3,865.00	$0.00	$3,890.00	$0.00	$2,950.00	$0.00	$3,568.33
158	Install 30" Concrete Flared End Sections	1	EA	$3,928.00	$0.00	$3,536.00	$0.00	$2,950.00	$0.00	$3,471.33
159	Install 33" Concrete Flared End Sections	1	EA	$4,872.00	$0.00	$5,703.00	$0.00	$3,625.00	$0.00	$4,733.33
160	Install 36" Concrete Flared End Sections	1	EA	$4,935.00	$0.00	$4,563.00	$0.00	$3,625.00	$0.00	$4,374.33
161	Install 15" Steel Flared End Sections	1	EA	$780.00	$0.00	$320.00	$0.00	$775.00	$0.00	$625.00
162	Install 18" Steel Flared End Sections	1	EA	$922.00	$0.00	$439.00	$0.00	$850.00	$0.00	$737.00
163	Install 21" Steel Flared End Sections	1	EA	$1,112.00	$0.00	$628.00	$0.00	$925.00	$0.00	$688.33
164	Install 24" Steel Flared End Sections	1	EA	$1,772.00	$0.00	$792.00	$0.00	$1,075.00	$0.00	$1,046.33
165	Install 30" Steel Flared End Sections	1	EA	$1,876.00	$0.00	$1,488.00	$0.00	$1,500.00	$0.00	$1,621.33
166	Install 36" Steel Flared End Sections	1	EA	$2,300.00	$0.00	$1,823.00	$0.00	$1,775.00	$0.00	$1,966.00
167	Install 12" Saddle Gasket	1	EA	$128.00	$0.00	$105.00	$0.00	$250.00	$0.00	$161.00
168	Install 15" Saddle Gasket	1	EA	$153.00	$0.00	$110.00	$0.00	$275.00	$0.00	$179.33
169	Install 18" Saddle Gasket	1	EA	$174.00	$0.00	$158.00	$0.00	$300.00	$0.00	$210.67
170	Install 24" Saddle Gasket	1	EA	$208.00	$0.00	$528.00	$0.00	$325.00	$0.00	$353.67
171	Install 30" Saddle Gasket	1	EA	$479.00	$0.00	$1,056.00	$0.00	$475.00	$0.00	$670.00
172	Install 36" Saddle Gasket	1	EA	$858.00	$0.00	$1,100.00	$0.00	$800.00	$0.00	$919.33
173	Install 42" Saddle Gasket	1	EA	$1,013.00	$0.00	$1,262.00	$0.00	$910.00	$0.00	$1,061.67
174	Install 48" Saddle Gasket	1	EA	$1,135.00	$0.00	$1,352.00	$0.00	$975.00	$0.00	$1,154.00
175	Install 60" Saddle Gasket	1	EA	$1,375.00	$0.00	$1,623.00	$0.00	$1,125.00	$0.00	$1,374.33
176	Class C Fill	1	TON	$36.00	$0.00	$25.00	$0.00	$35.00	$0.00	$32.00
177	Rock Soil	1	LF	$6.00	$0.00	$10.00	$0.00	$20.00	$0.00	$12.00
178	Mini Piezometer	1	EA	$239.00	$0.00	$300.00	$0.00	$350.00	$0.00	$296.33
179	Precipitation Measurements	1	EA	$258.00	$0.00	$2,200.00	$0.00	$500.00	$0.00	$986.00
180	Observation Filter Wells	1	EA	$144.00	$0.00	$3,000.00	$0.00	$350.00	$0.00	$1,164.67
181	Concrete Washout Area	1	EA	$1,662.00	$0.00	$2,500.00	$0.00	$250.00	$0.00	$2,137.33
182	Traffic Flagging Control	1	EA	$2,387.00	$0.00	$4,500.00	$0.00	$1,500.00	$0.00	$2,795.67
183	Silt Fence	1	LF	$5.00	$0.00	$3.84	$0.00	$15.00	$0.00	$7.95
184	Straw Bale	1	EA	$69.00	$0.00	$15.00	$0.00	$25.00	$0.00	$36.33
185	Patching	1	HR	$164.10	$0.00	$187.00	$0.00	$250.00	$0.00	$334.33
	Total				$0.00		$0.00		$0.00	

			Miller Pipeline, LLC	Parker Excavating, Inc.	Ross Grading & Excavating LLC
186	Percentage Rate - Performance and Payment Bonds	Percentage	2.0	2.0	2.0
	Total		$0.00	$0.00	$0.00
	Grand Total with Bond Percentage Amount		N/A	N/A	N/A

From:	Stephen Jackson <sjackson@stormtrap.com>
Sent:	Monday, March 9, 2026 4:23 PM
To:	Connor (CJ) Lehto
Cc:	Michelle Hopkins; Melissa Bryant; Keith Pfeifer; Angie Bidlack
Subject:	Re: Unit Pricing Request for Pueblo Water Project
Attachments:	Pueblo Water - 11-4 - Overlay.pdf; Pueblo Water - 11-4 - Prelim.pdf

Afternoon Team,

Attached are preliminary drawings for the detention system for the Pueblo Water project, and below are budget estimates. I wanted to get this put together/sent so that you'd have it, but I still think it would be helpful for us to talk on Teams; please let me know if you have availability later this week or next week to jump on a call. These numbers are conceptual. As the project moves forward we can look at using native backfil depending on a Geotech Report and other efficiencies on site to be as economical as possible.

Detention

Items ***included*** by StormTrap in Material Price:

- 11'-4" DoubleTrap - 1512 Pieces and 6 panels providing a total of 1,009,464 cf of storage: **Estimated Material Cost $6,360,000-$6,770,000**
- Pre-casted access openings with ladder rungs and pipe penetrations
- Joint wrap for external joints
- Lifting clutches for setting units via excavator or crane
- Delivery to project site 538 Loads
- Project Manager for scheduling production and delivery of StormTrap items, attendance at preconstruction meeting, and on-site during installation.

Items ***excluded*** by StormTrap:

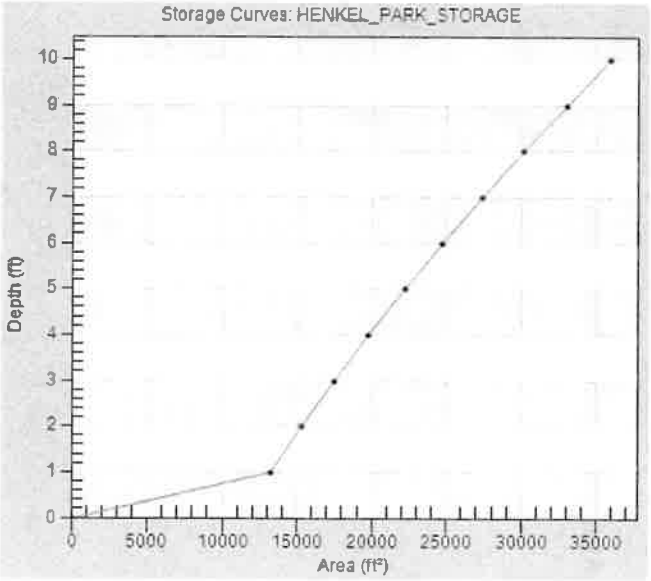
- Risers, frames, covers and related accessories for access openings and pipe penetrations
- Installation costs on budget are an estimation only using national averages. Below are the estimated quantities; feel free to plug your own local unit costs for a more exact estimate.

  Installation Estimated Cost Approx. $2.00 – $2.50/cft of storage (by others)
  - Time to set system: 32 days with an excavator or crane
  - Excavation of footprint and overdig: 60,621 cyd
  - 6" stone base: 1,832 cyd
  - Backfill (to top of roof slab): 6,121 cyd

Stephen Jackson
Territory Manager – CO, NM, UT, WY

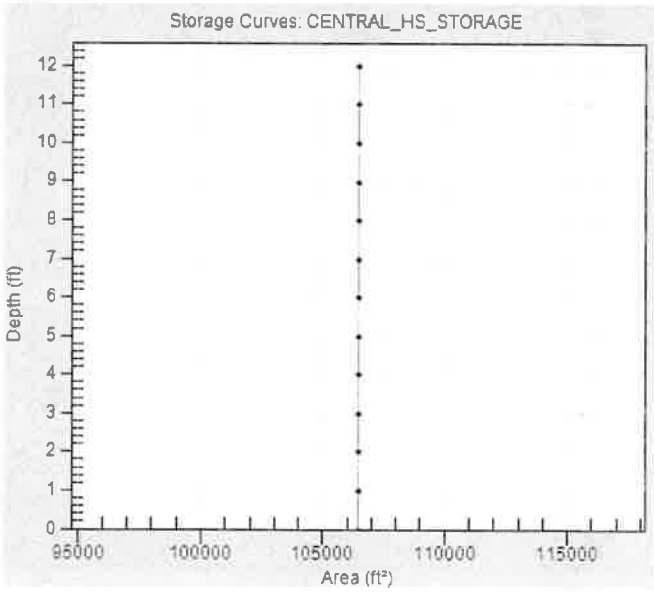
REPORT APPENDIX I: CONCEPTUAL DESIGN STAGE-STORAGE AND STAGE-DISCHARGE CURVES

Henkel Park Pond Stage-Storage Curve



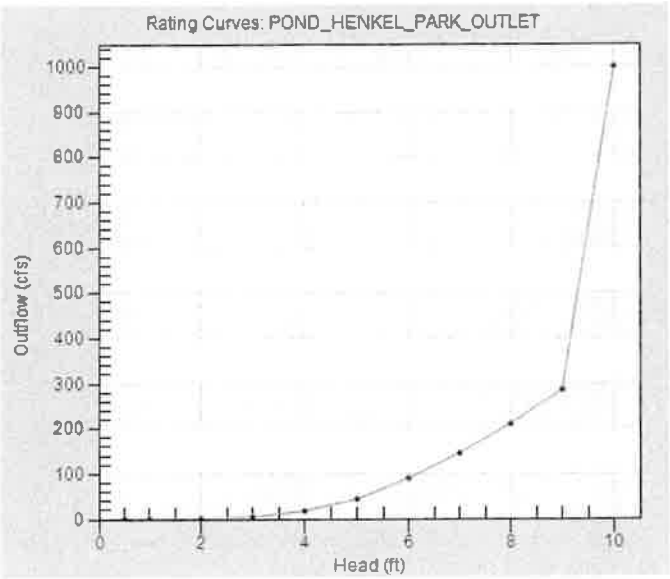
	Depth (ft)	Area (ft²)
1	0	50
2	1	13178.9
3	2	15266.87
4	3	17468.71
5	4	19781.45
6	5	22203.29
7	6	24732.84
8	7	27368.63
9	8	30109.69
10	9	32954.4

Central Highschool Detention Stage-Storage Curve



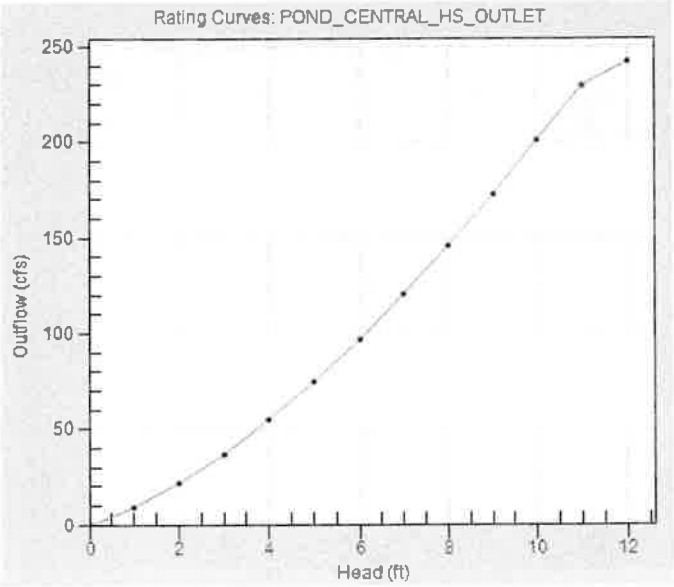
	Depth (ft)	Area (ft²)
1	0	106452
2	1	106452
3	2	106452
4	3	106452
5	4	106452
6	5	106452
7	6	106452
8	7	106452
9	8	106452
10	9	106452

Henkel Park Pond Stage-Discharge Curve



	Head (ft)	Outflow (cfs)
1	0	0
2	0.5	1.42
3	1	2.01
4	2	2.84
5	3	5.39
6	4	17.22
7	5	45.18
8	6	89.02
9	7	145.61
10	8	211.85

Central Highschool Detention Stage-Discharge Curve



Data:

	Head (ft)	Outflow (cfs)
1	0	0
2	1	8.93
3	2	21.56
4	3	37.02
5	4	54.88
6	5	74.84
7	6	96.71
8	7	120.33
9	8	145.59
10	9	172.37

REPORT APPENDIX J: CONCEPTUAL DESIGN SWMM JUNCTION RESULTS AND CONDUIT RESULTS

Conceptual Design SWMM Junction Results

Name	2-Year				5-Year				10-Year				25-Year				100-Year			
	Avg. Depth (ft)	Max. Depth (ft)	Max. Total Inflow (cfs)	Total Inflow (MG)	Avg. Depth (ft)	Max Depth (ft)	Max. Total Inflow (cfs)	Total Inflow (MG)	Avg. Depth (ft)	Max Depth (ft)	Max. Total Inflow (cfs)	Total Inflow (MG)	Avg. Depth (ft)	Max Depth (ft)	Max. Total Inflow (cfs)	Total Inflow (MG)	Avg. Depth (ft)	Max Depth (ft)	Max. Total Inflow (cfs)	Total Inflow (MG)
ABRI_01_IN	0	0	88.25	3.36	0	0	114.6	4.47	0	0	140.74	5.55	0	0	216.68	7.66	0	0	351.27	12
AGAT_01_IN	0	0	5.86	0.0813	0	0	8.09	0.112	0	0	10.63	0.144	0	0	15.91	0.204	0	0	23.44	0.309
ARR_01_IN	0	0	24.44	0.5	0	0	32.8	0.673	0	0	40.92	0.847	0	0	61.63	1.21	0	0	96.38	1.86
ARR_02_IN	0	0	4.15	0.0746	0	0	5.73	0.103	0	0	7.34	0.132	0	0	10.6	0.187	0	0	16.27	0.284
CART_01_IN	0	0	16.59	0.856	0	0	23.82	1.22	0	0	31.88	1.63	0	0	53.55	2.47	0	0	85.91	3.92
CART_02_IN	0	0	33.42	1.21	0	0	46.57	1.69	0	0	60.49	2.2	0	0	95.4	3.19	0	0	148.06	4.92
CART_03_IN	0	0	37.2	1.19	0	0	51.86	1.66	0	0	67.23	2.16	0	0	104.8	3.12	0	0	161.47	4.8
CART_04_IN	0	0	14.9	0.607	0	0	21.32	0.87	0	0	31.08	1.24	0	0	60.76	2.13	0	0	105.34	3.7
CART_05_IN	0	0	48.99	1.04	0	0	68.38	1.45	0	0	91.7	1.92	0	0	142.04	2.84	0	0	223.41	4.47
CART_06_IN	0	0	62.38	1.88	0	0	82.62	2.53	0	0	103.41	3.18	0	0	162.41	4.47	0	0	272.87	7.23
CART_07_IN	0	0	38.27	1.11	0	0	50.98	1.48	0	0	63.05	1.85	0	0	99.75	2.64	0	0	162.23	4.2
CRYS_01_IN	0	0	5.81	0.0776	0	0	8.07	0.107	0	0	10.63	0.138	0	0	15.89	0.195	0	0	23.4	0.295
I25_01_IN	0	0	0.69	0.0146	0	0	1.21	0.0255	0	0	1.91	0.0402	0	0	3.45	0.0705	0	0	5.88	0.124
I25_02_IN	0	0	9.1	0.258	0	0	12.16	0.347	0	0	15.09	0.433	0	0	23.85	0.623	0	0	38.89	0.999
I25_03_IN	0	0	0.07	0.00215	0	0	0.11	0.00387	0	0	0.24	0.00775	0	0	0.57	0.0182	0	0	1.07	0.0357
I25_04_IN	0	0	27.67	0.605	0	0	37.78	0.822	0	0	48.62	1.06	0	0	77.92	1.58	0	0	125.83	2.53
I25_05_IN	0	0	5.61	0.169	0	0	7.19	0.222	0	0	8.86	0.276	0	0	12.89	0.37	0	0	20.94	0.574
IN16720	7.11	7.92	127.44	2.58	7.11	8.05	200.4	6.09	7.21	8.18	281.69	26.2	7.41	8.46	504.81	90.2	7.7	8.83	866.51	209
IN16722	0.05	2.25	13.66	0.539	0.19	2.25	15.93	2.07	0.72	2.25	17.93	7.73	1.44	2.25	23.22	15.3	2.24	2.25	30.75	23.9
J10	0.14	1.13	455.89	58.5	0.18	1.21	517.12	89.3	0.23	1.31	580.55	131	0.33	1.64	825.78	221	0.45	2.2	1290.17	356
J20	0.6	4.2	455.39	58.5	1.39	4.5	516.18	89.2	0.92	4.5	579.03	131	1.22	4.5	823.2	221	1.61	4.5	1285.36	356
J30	0	0.32	7.56	0.175	0.01	0.43	17.86	0.572	0.01	0.54	36.73	1.2	0.02	0.81	111.85	3.35	0.02	0.98	205.44	7.07
J40	0	0.33	8.47	0.169	0.01	0.43	18.44	0.561	0.01	0.55	38.71	1.17	0.01	0.81	113.5	3.32	0.02	0.98	206.58	7.03
J50	0	0.34	8.69	0.169	0.01	0.44	18.51	0.56	0.01	0.51	30.63	1.1	0.01	0.65	67.58	2.51	0.02	0.79	107.01	4.84
J60	13.46	14.18	198.26	3.07	13.46	14.33	343.32	6.63	13.46	14.45	502.01	10.9	13.46	14.7	917.76	20.3	13.47	15.02	1573.33	38.4
LAKE_01_IN	0	0	1239.2	77.3	0	0	1800.97	111	0	0	2574.91	156	0	0	4579.08	255	0	0	7783.7	423
LAKE_MINNLQUA	1.93	2.62	1239.2	77.3	2.38	3.48	1800.97	111	2.9	4.56	2574.91	156	4.06	6.69	4579.08	255	6.46	9	7783.7	423
MESA_01_01_IN	0	0	1.33	0.0597	0	0	1.8	0.0823	0	0	2.3	0.106	0	0	3.57	0.15	0	0	5.49	0.227
MH00024	0.01	1.14	19.02	0.464	0.02	1.34	24.38	0.611	0.02	1.6	30.1	0.759	0.02	2	44.6	1.02	0.02	2	69.86	1.58
MH00254	1	6	407.9	57.4	1.25	6	479.5	88	1.53	6	530.75	130	2.04	6	751.85	219	2.7	6	1155.76	352
MH00255	0.73	5	407.55	57.4	0.92	5	479.55	88	1.12	5	530.76	130	1.49	5	752.12	219	1.96	5	1155.8	352
MH00256	14.1	14.53	305.39	53.4	14.11	14.56	336	82.3	14.11	14.59	366.03	122	14.11	14.66	450.79	207	14.11	14.75	590.28	331
MH00257	0.96	6	302.89	53.4	1.2	6	337.08	82.2	1.48	6	369.65	122	1.97	6	451.07	207	2.61	6	590.74	331
MH00258	0.06	3.63	109.45	4.61	0.07	4	120	5.47	0.33	4	121.18	18.2	0.98	4	139.08	69.9	2.06	4	168.23	171
MH00259	0.07	4.5	110.67	4.58	0.09	4.5	113.75	5.44	0.4	4.5	121.42	18.2	1.2	4.5	139.24	69.9	2.56	4.5	168.5	171
MH00265	13.46	14.35	257.25	6.9	13.46	14.51	364.46	10.6	13.46	14.66	482.89	26.8	13.47	14.99	798.4	85.7	13.48	15.42	1300.72	200
MH00269	0.04	2	174.06	3.77	0.05	2	270.26	6.67	0.44	2	376.09	22.1	1.09	2	659.56	80.2	1.94	2	1111.73	193
MH00271	0.03	1.5	174.22	3.76	0.04	1.5	270.41	6.67	0.39	1.5	376.26	22.1	0.87	1.5	659.7	80.2	1.5	1.82	1111.86	193
MH00275	0.03	2	150.18	2.88	0.04	2	236.87	5.44	0.39	2	332.69	20.5	1	2	591.67	78	1.86	2	1007.13	190
MH00402	0.02	2	150.19	2.88	0.03	2	236.87	5.44	0.25	2	332.69	20.5	0.86	2	591.68	78	1.75	2	1007.13	190
MH00405	11.72	12.28	100.52	2.52	11.72	12.46	139.59	3.51	11.73	12.59	183.03	4.6	11.73	12.79	282.21	6.66	11.73	13.04	441.15	10.3
MH00414	0.05	3.5	68.12	1.75	0.05	3.5	90.12	2.42	0.06	3.5	117.95	3.16	0.06	3.5	177.44	4.53	0.07	3.5	273.68	6.97
MH00420	0.03	1.79	25.41	0.824	0.03	2.25	34.86	1.13	0.04	3	45.77	1.48	0.04	3	72.44	2.16	0.05	3	112.72	3.36

Name	2-Year				5-Year				10-Year				25-Year				100-Year			
	Avg. Depth (ft)	Max Depth (ft)	Max. Total Inflow (cfs)	Total Inflow (MG)	Avg. Depth (ft)	Max Depth (ft)	Max. Total Inflow (cfs)	Total Inflow (MG)	Avg. Depth (ft)	Max Depth (ft)	Max. Total Inflow (cfs)	Total Inflow (MG)	Avg. Depth (ft)	Max Depth (ft)	Max. Total Inflow (cfs)	Total Inflow (MG)	Avg. Depth (ft)	Max Depth (ft)	Max. Total Inflow (cfs)	Total Inflow (MG)
MH00422	1.01	3.53	197.08	48.8	1.27	3.71	227.15	76.8	1.49	3.82	250.33	104	1.74	4.24	306.69	137	1.91	6	401.84	161
MH00425	15.16	15.16	141.59	47	15.16	15.16	153.01	74.4	15.16	15.16	165.83	101	15.16	15.16	165.89	133	15.16	15.16	165.95	154
MH00450	3.56	3.82	103.73	4	3.57	3.9	134.19	5.65	3.57	4	177.99	7.51	3.57	4.19	336.2	12	3.58	4.35	600.93	20.6
MH00451	0.01	0.99	13.46	0.296	0.01	1.16	17.24	0.389	0.01	1.33	21.28	0.484	0.02	2	30.24	0.647	0.02	2	49.29	1
MH00622	0.03	3.5	45.08	1.18	0.04	3.5	62.66	1.63	0.05	3.5	80.53	2.14	0.05	3.5	121.84	3.09	0.06	3.5	188.69	4.79
MH00624	1.21	4.08	112.77	46.2	1.52	4.41	122.74	72	1.76	5.5	133.63	92.8	2.02	5.5	155.56	117	2.15	5.5	173.65	130
MH01001	14.86	14.86	145.36	47	14.86	14.86	153.12	74.5	14.86	15.19	170.5	101	14.86	15.32	201.08	133	14.87	15.47	254.85	156
MH01002	1.19	5.5	138.64	47	1.51	5.5	145.36	74.4	1.78	5.5	174.75	101	2.1	6	201.11	133	2.3	6	254.89	156
MH01003	1.27	4.97	138.67	47	1.62	5.5	145.37	74.4	1.91	6	163.58	101	2.26	6	201.12	133	2.47	6	254.9	156
MH01004	1.27	5.5	128.67	46.8	1.62	5.5	138.69	74.2	1.91	5.5	155.55	101	2.25	5.5	189.01	133	2.47	5.5	235.53	156
MH01016	18.33	18.33	107.64	46.1	18.33	18.33	115.9	71.8	18.33	18.33	124.97	92.5	18.33	18.64	143.36	117	18.33	18.73	150.93	130
MH01021	10.38	10.73	24.13	1.08	10.39	10.82	33.7	1.65	10.39	10.9	45.3	2.35	10.39	11.04	75.76	3.92	10.4	11.18	117.81	6.62
MH01022	0.04	1.5	19.08	0.892	0.05	1.5	26.64	1.4	0.05	1.5	37.04	2.03	0.06	1.5	62.47	3.46	0.07	1.5	96.72	5.92
MH01162	0.05	1.5	16.86	0.81	0.05	1.5	23.73	1.28	0.05	1.5	33.36	1.83	0.06	1.5	56.45	3.26	0.07	1.5	86.96	5.62
MH01163	0.05	1.5	13.35	0.717	0.05	1.5	20.69	1.16	0.05	1.5	29.24	1.72	0.06	1.5	48.74	3.03	0.06	1.5	73.81	5.27
MH01164	0.04	1.5	10.58	0.594	0.05	1.5	17.25	0.987	0.05	1.5	24.87	1.5	0.05	1.5	40.47	2.72	0.06	1.5	59.63	4.79
MH01165	0.04	1.5	8.76	0.499	0.05	1.5	14.85	0.853	0.05	1.5	21.86	1.32	0.05	1.5	35.83	2.46	0.06	1.5	50.9	4.39
MH01166	0.03	1.25	7.01	0.385	0.04	1.25	12.04	0.673	0.04	1.25	17.83	1.06	0.04	1.25	29.14	2	0.05	1.25	40.23	3.61
MH01167	16.53	16.53	90.54	45.1	16.53	16.53	97.62	70.6	16.53	16.53	105.68	91.1	16.53	16.82	127.35	115	16.53	16.96	159.71	129
MH01169	14.89	15.36	106.52	44.9	14.9	15.4	116.21	70.6	14.9	15.46	130.13	91.2	14.9	15.56	165.03	116	14.9	15.69	217.7	130
MH01179	11.93	12.26	87.4	43.9	11.93	12.36	103.12	69.7	11.94	12.43	132.65	90.4	11.94	12.57	199.49	116	11.94	12.73	299.35	131
MH01188	8.55	8.79	14.61	0.615	8.55	8.82	21.06	0.879	8.55	8.87	30.82	1.24	8.56	8.97	60.64	2.14	8.56	9.05	105.1	3.71
MH01196	10.07	10.36	14.9	0.607	10.07	10.42	21.32	0.87	10.08	10.48	31.08	1.24	10.08	10.6	60.76	2.13	10.08	10.72	105.34	3.7
MH01205	11.89	12.44	138.78	44	11.94	12.52	187.31	71.8	12.03	12.59	239.57	111	12.19	12.73	386.49	196	12.36	12.89	634.75	323
MH01236	0.04	2	61.99	1.89	0.04	2	82.11	2.54	0.04	2	102.87	3.2	0.04	2	162.02	4.48	0.05	2	272.57	7.24
MH01238	0.04	2	62.16	1.88	0.04	2	82.33	2.54	0.05	2	103.1	3.19	0.05	2	162.18	4.48	0.05	2	272.73	7.24
MH01497	0.03	1.5	62.19	1.88	0.04	1.5	82.38	2.53	0.04	1.5	103.16	3.19	0.04	1.5	162.21	4.48	0.04	1.5	272.78	7.23
MH01499	0.03	1.5	62.38	1.88	0.03	1.5	82.62	2.53	0.04	1.5	103.41	3.18	0.04	1.5	162.41	4.47	0.04	1.5	272.87	7.23
MH01506	1.3	3	38.27	41.1	1.81	3	50.98	67.8	2.22	3	72.29	106	2.72	3	108.99	189	2.99	3	162.23	312
MH01673	12.21	12.87	138.77	44	12.73	12.98	187.28	71.9	12.33	13.06	239.54	111	12.51	13.23	386.46	196	12.76	13.46	634.72	323
MH01678	0.02	1.5	212.23	3.58	0.02	1.5	364.46	7.31	0.03	1.5	530.25	11.7	0.03	1.5	965.95	21.6	0.04	1.85	1653.52	40.3
MH12341	0.05	3.5	61.96	1.57	0.05	3.5	80.22	2.17	0.06	3.5	105.56	2.83	0.06	3.5	157.94	4.07	0.07	3.5	243.65	6.26
NOINVERT_MH00253	1	6	423.17	58.1	1.25	6	505.86	88.9	1.53	6	565.94	131	2.04	6	803.42	220	2.7	6	1250.23	355
NOINVERT_MH01006	0.03	1.47	17.58	0.613	0.1	1.64	20.97	2.17	0.34	2.04	26.31	7.86	0.67	2.5	33.4	15.8	1.02	2.5	73.9	25.3
NOINVERT_MH01010	0.04	2.25	125.9	2.5	0.12	2.25	197.89	5.98	0.6	2.25	278.03	26.1	1.33	2.25	498.4	90	2.23	2.25	855.9	209
OF_001	0.13	1.1	455.89	58.4	0.18	1.18	517.12	89.3	0.23	1.28	580.55	131	0.32	1.61	825.78	221	0.44	2.15	1290.16	356
OF_002	0.02	1.5	212.16	3.58	0.02	1.5	364.39	7.31	0.03	1.5	530.17	11.7	0.03	1.5	965.88	21.6	0.04	1.85	1653.44	40.3
POND_STATE_FAIRGROUNDS	0.02	1.35	8.58	0.385	0.04	1.92	15.02	0.673	0.05	2.62	23.98	1.06	0.1	4.74	49.3	2	0.2	7.97	86.39	3.61
ROUT_01_IN	0	0	58.49	1.76	0	0	77.88	2.36	0	0	96.25	2.94	0	0	153.26	4.2	0	0	248.45	6.69

Name	2-Year				5-Year				10-Year				25-Year				100-Year			
	Avg. Depth (ft)	Max. Depth (ft)	Max. Total Inflow (cfs)	Total Inflow (MG)	Avg. Depth (ft)	Max Depth (ft)	Max. Total Inflow (cfs)	Total Inflow (MG)	Avg. Depth (ft)	Max Depth (ft)	Max. Total Inflow (cfs)	Total Inflow (MG)	Avg. Depth (ft)	Max Depth (ft)	Max. Total Inflow (cfs)	Total Inflow (MG)	Avg. Depth (ft)	Max Depth (ft)	Max. Total Inflow (cfs)	Total Inflow (MG)
ROUT_02_IN	0	0	13.46	0.296	0	0	17.24	0.389	0	0	21.28	0.484	0	0	30.24	0.647	0	0	49.29	1
ROUT_03_IN	0	0	20.94	0.467	0	0	28.46	0.636	0	0	36.82	0.822	0	0	54.64	1.17	0	0	83.9	1.78
ROUT_04_IN	0	0	63.08	0.842	0	0	87.68	1.18	0	0	116.75	1.53	0	0	176.1	2.18	0	0	261.84	3.34
ROUT_05_IN	0	0	25.56	0.886	0	0	35.1	1.22	0	0	44.84	1.58	0	0	68.83	2.23	0	0	105.1	3.39
ROUT_06_IN	0	0	37.25	0.759	0	0	53.61	1.08	0	0	71.39	1.43	0	0	110.08	2.12	0	0	172.44	3.32
ROUT_07_IN	0	0	7.35	0.179	0	0	10.27	0.25	0	0	13.27	0.325	0	0	19.84	0.463	0	0	30.37	0.707
ROUT_08_IN	0	0	13.75	0.385	0	0	18.93	0.531	0	0	24.19	0.683	0	0	36.34	0.966	0	0	55.12	1.46
ROUT_09_IN	0	0	24.53	0.358	0	0	34.22	0.501	0	0	44.58	0.651	0	0	66.96	0.931	0	0	100.28	1.42
ROUT_10_IN	0	0	25.41	0.824	0	0	34.86	1.13	0	0	45.77	1.48	0	0	72.44	2.16	0	0	112.72	3.36
SUM_01_IN	0	0	5.03	0.147	0	0	6.92	0.202	0	0	8.84	0.26	0	0	13.35	0.368	0	0	20.23	0.558
SUM_02_IN	0	0	7.78	0.153	0	0	10.72	0.21	0	0	13.76	0.271	0	0	20.01	0.383	0	0	30.57	0.581
SUM_03_IN	0	0	3.82	0.0974	0	0	5.26	0.134	0	0	6.71	0.173	0	0	9.89	0.243	0	0	15.03	0.368
SUM_04_IN	0	0	5.37	0.183	0	0	7.37	0.252	0	0	9.39	0.324	0	0	14.37	0.458	0	0	21.79	0.694
SUM_05_IN	0	0	2.6	0.079	0	0	3.59	0.109	0	0	4.58	0.14	0	0	6.95	0.198	0	0	10.52	0.3
SUM_06_IN	0	0	4.87	0.0921	0	0	6.71	0.127	0	0	8.61	0.164	0	0	12.47	0.231	0	0	19.1	0.35
SUM_07_IN	0	0	5.82	0.122	0	0	8.11	0.169	0	0	10.5	0.219	0	0	15.53	0.313	0	0	23.93	0.479
SUM_08_IN	0	0	3.89	0.095	0	0	5.53	0.134	0	0	7.29	0.176	0	0	11.17	0.256	0	0	17.4	0.403
SUM_09_IN	0	0	1.9	0.114	0	0	3.1	0.18	0	0	4.59	0.263	0	0	8.83	0.452	0	0	15.15	0.776
SUM_10_IN	0	0	8.58	0.385	0	0	15.02	0.673	0	0	23.98	1.06	0	0	49.3	2	0	0	86.39	3.61
SUM_11_IN	0	0	7.95	0.387	0	0	10.9	0.535	0	0	13.99	0.692	0	0	22.09	0.986	0	0	34.12	1.5

Conceptual Design SWMM Conduit Results

Name	Slope (ft/ft)	2-Year				5-Year				10-Year				25-Year				100-Year			
		Max Flow (cfs)	Max Velocity (ft/s)	Max/Full Flow	Max/Full Depth	Max Flow (cfs)	Max Velocity (ft/s)	Max/Full Flow	Max/Full Depth	Max Flow (cfs)	Max Velocity (ft/s)	Max/Full Flow	Max/Full Depth	Max Flow (cfs)	Max Velocity (ft/s)	Max/Full Flow	Max/Full Depth	Max Flow (cfs)	Max Velocity (ft/s)	Max/Full Flow	Max/Full Depth
BCU0032	0.101	455.39	28.93	0.11	0.19	516.17	30.27	0.13	0.20	579.02	31.56	0.14	0.22	823.11	35.76	0.20	0.27	1285.35	41.68	0.32	0.37
C10	0.110	455.89	29.69	0.08	0.18	517.13	31.08	0.09	0.20	580.55	32.41	0.10	0.21	825.78	36.74	0.15	0.27	1290.16	42.86	0.23	0.36
C30	0.015	7.54	50.00	0.00	0.03	17.84	50.00	0.00	0.03	36.65	50.00	0.00	0.04	111.69	50.00	0.00	0.06	205.30	50.00	0.01	0.05
C40	0.004	7.56	50.00	0.00	0.03	17.86	50.00	0.00	0.04	36.73	50.00	0.00	0.05	111.85	50.00	0.01	0.08	205.44	50.00	0.01	0.10
C50	0.017	8.47	50.00	0.00	0.03	18.44	50.00	0.00	0.03	36.55	50.00	0.00	0.04	67.45	50.00	0.00	0.05	106.85	50.00	0.00	0.06
C60	0.021	197.59	50.00	0.00	0.07	342.96	50.00	0.01	0.09	501.59	50.00	0.01	0.10	917.42	50.00	0.02	0.13	1573.00	50.00	0.03	0.16
D_ABRI_01_IN	0.075	88.25	0.00	0.00	0.00	114.60	0.00	0.00	0.00	140.74	0.00	0.00	0.00	216.66	0.00	0.00	0.00	351.27	0.00	0.00	0.00
D_AGAT_01_IN	0.018	5.86	0.00	0.00	0.00	8.09	0.00	0.00	0.00	10.03	0.00	0.00	0.00	15.91	0.00	0.00	0.00	23.44	0.00	0.00	0.00
D_ARB_01_IN	0.027	24.44	0.00	0.00	0.00	32.80	0.00	0.00	0.00	40.92	0.00	0.00	0.00	61.63	0.00	0.00	0.00	96.38	0.00	0.00	0.00
D_ARB_02_IN	0.026	4.15	0.00	0.00	0.00	5.73	0.00	0.00	0.00	7.34	0.00	0.00	0.00	10.60	0.00	0.00	0.00	16.27	0.00	0.00	0.00
D_CART_01_IN	0.064	16.59	0.00	0.00	0.00	23.82	0.00	0.00	0.00	31.80	0.00	0.00	0.00	53.55	0.00	0.00	0.00	85.91	0.00	0.00	0.00
D_CART_02_IN	0.043	33.42	0.00	0.00	0.00	46.57	0.00	0.00	0.00	60.49	0.00	0.00	0.00	95.40	0.00	0.00	0.00	148.06	0.00	0.00	0.00
D_CART_03_IN	0.043	37.20	0.00	0.00	0.00	51.66	0.00	0.00	0.00	67.23	0.00	0.00	0.00	104.80	0.00	0.00	0.00	161.47	0.00	0.00	0.00
D_CART_04_IN	0.065	14.90	0.00	0.00	0.00	21.32	0.00	0.00	0.00	31.08	0.00	0.00	0.00	60.76	0.00	0.00	0.00	105.34	0.00	0.00	0.00
D_CART_05_IN	0.039	48.99	0.00	0.00	0.00	68.38	0.00	0.00	0.00	91.70	0.00	0.00	0.00	142.04	0.00	0.00	0.00	223.41	0.00	0.00	0.00
D_CART_06_IN	0.073	62.29	0.00	0.00	0.00	82.62	0.00	0.00	0.00	103.41	0.00	0.00	0.00	162.41	0.00	0.00	0.00	272.87	0.00	0.00	0.00
D_CART_07_IN	0.061	38.27	0.00	0.00	0.00	50.98	0.00	0.00	0.00	63.05	0.00	0.00	0.00	99.75	0.00	0.00	0.00	162.23	0.00	0.00	0.00
D_CRYS_01_IN	0.015	5.61	0.00	0.00	0.00	8.07	0.00	0.00	0.00	10.63	0.00	0.00	0.00	15.89	0.00	0.00	0.00	23.40	0.00	0.00	0.00
D_I25_01_IN	0.063	0.69	0.00	0.00	0.00	1.21	0.00	0.00	0.00	1.91	0.00	0.00	0.00	3.45	0.00	0.00	0.00	5.88	0.00	0.00	0.00
D_I25_02_IN	0.095	9.10	0.00	0.00	0.00	12.16	0.00	0.00	0.00	15.09	0.00	0.00	0.00	23.85	0.00	0.00	0.00	38.89	0.00	0.00	0.00
D_I25_03_IN	0.062	0.07	0.00	0.00	0.00	0.11	0.00	0.00	0.00	0.24	0.00	0.00	0.00	0.57	0.00	0.00	0.00	1.07	0.00	0.00	0.00
D_I25_04_IN	0.062	27.67	0.00	0.00	0.00	37.78	0.00	0.00	0.00	48.62	0.00	0.00	0.00	77.92	0.00	0.00	0.00	125.83	0.00	0.00	0.00
D_I25_05_IN	0.037	5.61	0.00	0.00	0.00	7.19	0.00	0.00	0.00	8.86	0.00	0.00	0.00	12.89	0.00	0.00	0.00	20.94	0.00	0.00	0.00
D_LAKE_01_IN	0.117	1239.20	0.00	0.00	0.00	1800.97	0.00	0.00	0.00	2574.91	0.00	0.00	0.00	4579.08	0.00	0.00	0.00	7783.70	0.00	0.00	0.00
D_MESA_01_IN	0.007	1.33	0.00	0.00	0.00	1.80	0.00	0.00	0.00	2.30	0.00	0.00	0.00	3.57	0.00	0.00	0.00	5.49	0.00	0.00	0.00
D_ROUT_01_IN	0.078	58.49	0.00	0.00	0.00	77.85	0.00	0.00	0.00	96.25	0.00	0.00	0.00	153.26	0.00	0.00	0.00	248.45	0.00	0.00	0.00
D_ROUT_02_IN	0.059	13.46	0.00	0.00	0.00	17.24	0.00	0.00	0.00	21.28	0.00	0.00	0.00	30.24	0.00	0.00	0.00	49.29	0.00	0.00	0.00
D_ROUT_03_IN	0.045	20.94	0.00	0.00	0.00	28.46	0.00	0.00	0.00	36.82	0.00	0.00	0.00	54.64	0.00	0.00	0.00	83.90	0.00	0.00	0.00
D_ROUT_04_IN	0.034	63.03	0.00	0.00	0.00	87.68	0.00	0.00	0.00	116.75	0.00	0.00	0.00	176.10	0.00	0.00	0.00	261.84	0.00	0.00	0.00
D_ROUT_05_IN	0.026	25.56	0.00	0.00	0.00	35.10	0.00	0.00	0.00	44.84	0.00	0.00	0.00	68.61	0.00	0.00	0.00	105.10	0.00	0.00	0.00
D_ROUT_06_IN	0.032	37.25	0.00	0.00	0.00	53.61	0.00	0.00	0.00	71.39	0.00	0.00	0.00	110.08	0.00	0.00	0.00	172.44	0.00	0.00	0.00
D_ROUT_07_IN	0.026	7.35	0.00	0.00	0.00	10.27	0.00	0.00	0.00	13.27	0.00	0.00	0.00	19.84	0.00	0.00	0.00	30.37	0.00	0.00	0.00
D_ROUT_08_IN	0.033	13.75	0.00	0.00	0.00	18.93	0.00	0.00	0.00	24.19	0.00	0.00	0.00	36.34	0.00	0.00	0.00	55.12	0.00	0.00	0.00
D_ROUT_09_IN	0.029	24.53	0.00	0.00	0.00	34.22	0.00	0.00	0.00	44.58	0.00	0.00	0.00	66.96	0.00	0.00	0.00	100.28	0.00	0.00	0.00
D_ROUT_10_IN	0.060	25.41	0.00	0.00	0.00	34.86	0.00	0.00	0.00	45.77	0.00	0.00	0.00	72.44	0.00	0.00	0.00	112.72	0.00	0.00	0.00
D_SUM_01_IN	0.039	5.03	0.00	0.00	0.00	6.92	0.00	0.00	0.00	8.84	0.00	0.00	0.00	13.35	0.00	0.00	0.00	20.23	0.00	0.00	0.00
D_SUM_02_IN	0.045	7.73	0.00	0.00	0.00	10.72	0.00	0.00	0.00	13.76	0.00	0.00	0.00	20.01	0.00	0.00	0.00	30.57	0.00	0.00	0.00
D_SUM_03_IN	0.047	3.82	0.00	0.00	0.00	5.26	0.00	0.00	0.00	6.71	0.00	0.00	0.00	9.89	0.00	0.00	0.00	15.03	0.00	0.00	0.00
D_SUM_04_IN	0.028	5.37	0.00	0.00	0.00	7.37	0.00	0.00	0.00	9.39	0.00	0.00	0.00	14.37	0.00	0.00	0.00	21.79	0.00	0.00	0.00
D_SUM_05_IN	0.023	2.60	0.00	0.00	0.00	3.59	0.00	0.00	0.00	4.58	0.00	0.00	0.00	6.95	0.00	0.00	0.00	10.52	0.00	0.00	0.00
D_SUM_06_IN	0.020	4.87	0.00	0.00	0.00	6.71	0.00	0.00	0.00	8.61	0.00	0.00	0.00	12.47	0.00	0.00	0.00	19.10	0.00	0.00	0.00
D_SUM_07_IN	0.021	5.82	0.00	0.00	0.00	8.11	0.00	0.00	0.00	10.50	0.00	0.00	0.00	15.53	0.00	0.00	0.00	23.93	0.00	0.00	0.00
D_SUM_08_IN	0.053	3.89	0.00	0.00	0.00	5.53	0.00	0.00	0.00	7.29	0.00	0.00	0.00	11.17	0.00	0.00	0.00	17.40	0.00	0.00	0.00
D_SUM_09_IN	0.033	1.90	0.00	0.00	0.00	3.10	0.00	0.00	0.00	4.59	0.00	0.00	0.00	8.83	0.00	0.00	0.00	15.15	0.00	0.00	0.00
D_SUM_10_IN	0.033	8.58	0.00	0.00	0.00	15.02	0.00	0.00	0.00	23.98	0.00	0.00	0.00	49.30	0.00	0.00	0.00	86.39	0.00	0.00	0.00
D_SUM_11_IN	0.018	7.95	0.00	0.00	0.00	10.90	0.00	0.00	0.00	13.99	0.00	0.00	0.00	22.09	0.00	0.00	0.00	34.12	0.00	0.00	0.00
OVRFLW_IN16720	0.004	119.98	50.00	0.01	0.09	192.93	50.00	0.01	0.10	274.20	50.00	0.01	0.11	497.34	50.00	0.02	0.14	859.09	10.98	0.04	0.17
OVRFLW_IN100265	0.005	172.61	26.97	0.01	0.09	279.80	39.68	0.01	0.11	398.24	50.00	0.02	0.12	713.75	50.00	0.03	0.15	1216.06	50.00	0.06	0.20

Name	Slope (ft/ft)	2-Year				5-Year				10-Year				25-Year				100-Year			
		Max Flow (cfs)	Max Velocity (ft/s)	Max/Full Flow	Max/Full Depth	Max Flow (cfs)	Max Velocity (ft/s)	Max/Full Flow	Max/Full Depth	Max Flow (cfs)	Max Velocity (ft/s)	Max/Full Flow	Max/Full Depth	Max Flow (cfs)	Max Velocity (ft/s)	Max/Full Flow	Max/Full Depth	Max Flow (cfs)	Max Velocity (ft/s)	Max/Full Flow	Max/Full Depth
OVRFLW_MH00405	0.003	29.11	50.00	0.00	0.05	66.48	50.00	0.00	0.07	109.49	50.00	0.01	0.08	212.15	50.00	0.01	0.11	370.64	50.00	0.02	0.13
OVRFLW_MH00425	0.007	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OVRFLW_MH01001	0.017	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.55	50.00	0.00	0.03	47.63	50.00	0.00	0.05	101.36	50.00	0.00	0.06
OVRFLW_MH01016	0.004	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.79	50.00	0.00	0.03	10.17	50.00	0.00	0.03
OVRFLW_MH01021	0.004	8.69	50.00	0.00	0.03	18.51	50.00	0.00	0.04	30.63	50.00	0.00	0.05	60.93	50.00	0.00	0.07	102.78	50.00	0.01	0.09
OVRFLW_MH01167	0.027	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.03	50.00	0.00	0.03	47.41	50.00	0.00	0.04
OVRFLW_MH01169	0.007	30.15	50.00	0.00	0.05	42.30	50.00	0.00	0.05	56.22	50.00	0.00	0.06	91.09	50.00	0.00	0.07	143.77	50.00	0.01	0.08
OVRFLW_MH01673	0.009	100.22	50.00	0.00	0.07	148.55	50.00	0.00	0.08	201.06	50.00	0.01	0.09	347.98	50.00	0.01	0.10	596.34	11.98	0.02	0.13
OVRFLW_NOINVFRTMH01010	0.019	17.74	50.00	0.00	0.03	38.46	50.00	0.00	0.04	63.20	50.00	0.00	0.05	129.32	50.00	0.00	0.06	229.71	50.00	0.01	0.08
OVRFLW_SP02261	0.002	11.40	42.78	0.00	0.04	23.13	50.00	0.00	0.05	40.21	24.15	0.06	0.06	78.68	50.00	0.01	0.08	120.19	17.40	0.01	0.09
OVRFLW_SP02530	0.055	41.13	7.80	0.00	0.04	123.84	12.09	0.01	0.07	183.92	14.15	0.02	0.09	421.29	19.66	0.04	0.14	868.21	26.15	0.09	0.22
OVRFLW_SP03309	0.002	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.35	27.57	0.00	0.04	30.87	27.45	0.00	0.06	48.58	50.00	0.00	0.07
OVRFLW_SP05394	0.002	7.19	50.00	0.00	0.04	13.66	50.00	0.00	0.05	21.48	50.00	0.00	0.05	37.07	50.00	0.00	0.06	56.22	50.00	0.00	0.07
OVRFLW_SP05400	0.003	9.58	50.00	0.00	0.04	17.02	50.00	0.00	0.05	25.57	50.00	0.00	0.05	45.06	50.00	0.00	0.07	70.12	50.00	0.01	0.08
OVRFLW_SP05546	0.003	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.24	2.20	0.00	0.01	37.76	13.56	0.00	0.06	91.53	15.95	0.01	0.08
OVRFLW_SP05547	0.002	6.26	48.76	0.00	0.03	15.57	50.00	0.00	0.04	38.78	50.00	0.00	0.06	69.35	50.00	0.00	0.07	123.13	50.00	0.01	0.09
OVRFLW_SP05576	0.002	25.96	14.43	0.00	0.06	45.08	50.00	0.00	0.07	70.07	25.84	0.01	0.08	122.80	50.00	0.01	0.09	208.52	31.56	0.02	0.11
OVRFLW_SP05589	0.003	1.60	30.93	0.00	0.02	10.06	37.57	0.00	0.05	38.18	50.00	0.00	0.06	78.25	50.00	0.00	0.08	145.19	17.28	0.01	0.09
OVRFLW_SP05652	0.046	110.78	50.00	0.00	0.05	197.46	39.11	0.00	0.06	293.28	37.20	0.00	0.07	552.26	50.00	0.01	0.09	967.72	50.00	0.01	0.11
OVRFLW_SP05764	0.003	20.48	50.00	0.00	0.05	45.32	50.00	0.00	0.06	70.54	50.00	0.00	0.07	130.74	50.00	0.01	0.09	227.08	50.00	0.01	0.11
OVRFLW_SP06034	0.011	154.40	50.00	0.00	0.08	250.64	50.00	0.01	0.09	356.46	50.00	0.01	0.10	639.94	50.00	0.02	0.12	1092.14	50.00	0.03	0.15
OVRFLW_SP06145	0.003	4.25	50.00	0.00	0.03	10.34	50.00	0.00	0.04	17.15	50.00	0.00	0.04	31.32	50.00	0.00	0.05	46.39	50.00	0.00	0.06
OVRFLW_SP06207	0.011	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39.41	18.77	0.00	0.05
OVRFLW_SP06213	0.004	98.84	50.00	0.00	0.06	79.01	50.00	0.00	0.07	99.78	50.00	0.00	0.08	158.85	50.00	0.01	0.09	269.40	50.00	0.01	0.11
OVRFLW_SP06214	0.004	57.14	50.00	0.00	0.06	77.13	50.00	0.00	0.07	98.11	50.00	0.01	0.08	157.16	50.00	0.01	0.09	267.73	50.00	0.01	0.11
OVRFLW_SP06222	0.007	6.91	50.00	0.00	0.03	14.39	50.00	0.00	0.04	22.74	50.00	0.00	0.04	40.65	50.00	0.00	0.05	69.79	50.00	0.00	0.06
OVRFLW_SP06223	0.055	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.11	50.00	0.00	0.02	41.26	50.00	0.00	0.04
OVRFLW_SP06228	0.002	4.57	50.00	0.00	0.03	9.60	50.00	0.00	0.04	15.39	47.74	0.00	0.04	26.70	38.44	0.00	0.05	37.79	23.63	0.00	0.06
OVRFLW_SP06579	0.005	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.34	50.00	0.00	0.03	34.16	50.00	0.00	0.05	74.45	50.00	0.00	0.07
OVRFLW_SP06834	0.005	108.06	44.71	0.01	0.08	180.07	50.00	0.01	0.09	260.20	50.00	0.01	0.10	480.57	50.00	0.02	0.13	838.08	50.00	0.04	0.17
OVRFLW_SP07119	0.003	12.43	50.00	0.00	0.04	19.45	50.00	0.00	0.05	29.04	50.00	0.00	0.05	52.11	45.08	0.00	0.07	82.60	50.00	0.01	0.08
OVRFLW_SP07208	0.005	144.03	50.00	0.01	0.08	230.71	43.67	0.01	0.10	326.53	50.00	0.01	0.11	585.52	50.00	0.03	0.14	1000.98	12.48	0.04	0.18
OVRFLW_SP07209	0.009	167.74	50.00	0.01	0.09	263.94	50.00	0.01	0.10	369.77	50.00	0.02	0.11	653.24	50.00	0.03	0.14	1105.41	13.24	0.05	0.18
OVRFLW_SP07261	0.029	91.78	4.41	0.04	0.14	163.38	5.29	0.08	0.21	214.63	5.89	0.10	0.24	435.73	7.77	0.20	0.37	839.64	10.01	0.39	0.56
OVRFLW_SP07262	0.005	160.34	3.36	0.16	0.32	235.31	3.88	0.23	0.41	286.60	4.18	0.28	0.46	507.93	5.21	0.50	0.65	911.79	6.50	0.90	0.94
OVRFLW_SP07294	0.005	44.27	50.00	0.00	0.05	79.08	50.00	0.00	0.07	109.11	45.92	0.00	0.08	193.87	50.00	0.01	0.09	339.36	50.00	0.01	0.11
OVRFLW_SP07347	0.005	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.18	2.22	0.00	0.00	4.85	50.00	0.00	0.03	12.63	50.00	0.00	0.04
OVRFLW_SP07352	0.009	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.93	50.00	0.00	0.02	41.74	50.00	0.00	0.05
OVRFLW_SP07373	0.022	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.89	50.00	0.00	0.02	21.90	50.00	0.00	0.03
OVRFLW_SP07471	0.004	50.76	50.00	0.00	0.06	70.89	50.00	0.00	0.07	91.65	50.00	0.00	0.08	150.80	50.00	0.01	0.09	261.35	50.00	0.01	0.11
OVRFLW_SP07525	0.010	8.98	50.00	0.00	0.03	15.44	50.00	0.00	0.03	25.19	50.00	0.00	0.04	55.02	50.00	0.00	0.05	99.47	50.00	0.00	0.06
OVRFLW_SP07526	0.045	8.05	50.00	0.00	0.02	15.10	50.00	0.00	0.03	24.85	50.00	0.00	0.03	54.68	50.00	0.00	0.04	99.13	50.00	0.00	0.05
OVRFLW_SP07592	0.030	111.27	50.00	0.00	0.06	159.79	50.00	0.00	0.08	212.04	50.00	0.00	0.07	358.97	50.00	0.01	0.08	607.23	17.46	0.01	0.10
OVRFLW_SP07593	0.004	5.41	50.00	0.00	0.03	18.00	50.00	0.00	0.04	40.19	50.00	0.00	0.06	76.89	50.00	0.00	0.07	129.79	4.99	0.01	0.09
OVRFLW_SP07595	0.012	52.59	50.00	0.00	0.05	72.70	50.00	0.00	0.06	93.42	50.00	0.00	0.06	152.56	50.00	0.00	0.07	263.15	50.00	0.01	0.09

Name	Slope (ft/ft)	2-Year				5-Year				10-Year				25-Year				100-Year			
		Max. Flow (cfs)	Max. Velocity (ft/s)	Max/ Full Flow	Max/Full Depth	Max. Flow (cfs)	Max. Velocity (ft/s)	Max/ Full Flow	Max/Full Depth	Max. Flow (cfs)	Max. Velocity (ft/s)	Max/ Full Flow	Max/Full Depth	Max. Flow (cfs)	Max Velocity (ft/s)	Max/ Full Flow	Max/Full Depth	Max. Flow (cfs)	Max. Velocity (ft/s)	Max/ Full Flow	Max/Full Depth
OVRFLW_SP07599	0.04788	0	0	0	0	15.61	50	0	0.03	59.4	50	0	0.04	217.31	50	0	0.07	482.35	50	0.01	0.09
OVRFLW_SP07612	0.026	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.72	50.00	0.00	0.03	38.99	50.00	0.00	0.04
OVRFLW_SP07654	0.062	190.91	7.66	0.05	0.17	343.14	9.65	0.10	0.24	508.92	11.26	0.14	0.30	944.63	14.33	0.26	0.44	1632.20	17.69	0.46	0.62
OVRFLW_SP08462	0.005	12.93	50.00	0.00	0.04	20.50	50.00	0.00	0.04	30.91	50.00	0.00	0.05	56.33	50.00	0.00	0.06	90.58	44.74	0.00	0.07
OVRLFW_SP07552	0.179	123.32	50.00	0.00	0.04	154.29	50.00	0.00	0.05	184.32	50.00	0.00	0.05	269.08	50.00	0.00	0.06	408.57	50.00	0.00	0.06
SP02261	0.002	123.75	5.68	1.07	0.95	124.70	5.68	1.08	1.00	124.78	5.69	1.08	1.00	124.58	5.70	1.08	1.00	124.79	5.73	1.08	1.00
SP02530	0.057	406.70	28.02	1.06	0.95	413.07	28.06	1.08	1.00	413.26	28.13	1.08	1.00	413.32	28.05	1.08	1.00	413.35	28.25	1.08	1.00
SP03309	0.002	112.77	5.97	0.90	0.74	122.74	6.01	0.98	0.80	134.19	6.17	1.07	0.93	135.5	6.28	1.08	1.00	135.49	6.25	1.08	1.00
SP03310	0.003	107.64	6.37	0.79	0.67	115.90	6.44	0.85	0.71	124.97	6.50	0.92	0.75	146.35	6.85	1.07	0.93	146.34	6.83	1.07	0.94
SP05394	0.002	3.67	2.31	1.08	1.00	3.67	2.32	1.08	1.00	3.67	2.30	1.08	1.00	3.67	2.36	1.08	1.00	3.67	2.39	1.08	1.00
SP05399	0.029	15.61	9.58	1.08	1.00	15.62	9.63	1.08	1.00	15.61	9.63	1.08	1.00	15.61	9.62	1.08	1.00	15.59	9.64	1.08	1.00
SP05400	0.002	3.97	2.48	1.09	1.00	3.97	2.47	1.08	1.00	3.96	2.53	1.08	1.00	3.97	2.57	1.08	1.00	3.96	2.56	1.08	1.00
SP05418	0.003	90.38	6.41	0.80	0.69	97.61	6.44	0.87	0.72	105.66	6.50	0.94	0.77	121.3	6.71	1.08	0.96	121.50	6.74	1.08	1.00
SP05546	0.002	139.64	6.48	0.85	0.71	145.36	6.65	0.89	0.74	174.51	6.75	1.07	0.91	176.69	6.79	1.08	1.00	176.65	6.75	1.08	1.00
SP05547	0.002	142.16	6.51	1.08	0.92	142.04	6.50	1.08	0.94	142.52	6.52	1.08	1.00	142.53	6.53	1.08	1.00	142.46	6.53	1.08	1.00
SP05570	0.002	37.95	4.28	1.08	1.00	37.97	4.30	1.08	1.00	38.01	4.30	1.08	1.00	37.98	4.30	1.08	1.00	37.92	4.30	1.08	1.00
SP05589	0.003	46.87	5.29	1.08	0.92	46.90	5.39	1.08	1.00	46.89	5.34	1.08	1.00	46.87	5.42	1.08	1.00	46.89	5.40	1.08	1.00
SP05652	0.046	42.37	14.66	1.08	1.00	42.37	14.68	1.08	1.00	42.57	14.74	1.08	1.00	42.33	14.62	1.07	1.00	42.63	14.62	1.08	1.00
SP05687	0.003	91.50	6.42	1.08	1.00	91.48	6.50	1.08	1.00	91.46	6.59	1.08	1.00	91.51	6.48	1.08	1.00	91.50	6.31	1.08	1.00
SP05764	0.003	50.32	5.77	1.08	1.00	50.29	5.73	1.08	1.00	50.32	5.76	1.08	1.00	50.33	5.75	1.08	1.00	50.32	5.77	1.08	1.00
SP05975	0.002	79.82	5.48	1.08	1.00	79.78	5.51	1.08	1.00	79.78	5.52	1.08	1.00	79.83	5.52	1.08	1.00	79.85	5.53	1.08	1.00
SP06054	0.011	21.11	7.42	1.08	1.00	21.12	7.58	1.08	1.00	21.13	7.48	1.08	1.00	21.12	7.30	1.08	1.00	21.11	7.30	1.08	1.00
SP06145	0.003	4.89	3.03	1.08	1.00	4.87	3.03	1.08	1.00	4.88	3.04	1.08	1.00	4.88	3.06	1.08	1.00	4.88	3.07	1.08	1.00
SP06207	0.011	197.08	13.08	0.54	0.53	227.15	13.52	0.63	0.57	249.76	13.83	0.69	0.61	306.68	14.37	0.85	0.71	386.06	14.90	1.07	0.95
SP06213	0.004	3.59	3.26	1.08	1.00	3.59	3.27	1.08	1.00	3.59	3.27	1.08	1.00	3.59	3.27	1.08	1.00	3.60	3.27	1.08	1.00
SP06214	0.004	5.46	3.50	1.08	1.00	5.46	3.51	1.08	1.00	5.46	3.52	1.08	1.00	5.46	3.52	1.08	1.00	5.46	3.51	1.08	1.00
SP06221	0.004	141.64	8.44	0.65	0.59	152.94	8.41	0.70	0.62	159.71	8.76	0.74	0.64	164.4	9.01	0.76	0.64	161.03	8.56	0.74	0.64
SP06222	0.007	106.03	9.19	1.08	0.93	106.52	9.22	1.08	1.00	106.51	9.20	1.08	1.00	106.51	9.23	1.08	1.00	106.51	9.23	1.08	1.00
SP06223	0.055	109.45	20.19	0.86	0.72	120.06	20.74	0.95	0.77	121.18	20.76	0.95	0.78	134.87	20.95	1.06	0.94	137.28	20.97	1.08	1.00
SP06225	0.003	73.26	6.61	1.08	1.00	73.24	6.54	1.08	1.00	73.26	6.51	1.08	1.00	73.26	6.49	1.08	1.00	73.24	6.52	1.08	1.00
SP06228	0.002	2.64	2.33	1.08	1.00	2.64	2.34	1.08	1.00	2.64	2.34	1.08	1.00	2.64	2.34	1.08	1.00	2.64	2.34	1.08	1.00
SP06579	0.009	25.40	5.79	0.66	0.60	34.82	6.14	0.91	0.75	41.34	6.39	1.08	1.00	41.3	6.42	1.08	1.00	41.29	6.41	1.08	1.00
SP06834	0.005	19.21	5.31	1.08	1.00	19.22	5.33	1.08	1.00	19.23	5.32	1.08	1.00	19.23	5.25	1.08	1.00	19.23	5.25	1.08	1.00
SP07119	0.003	4.62	3.02	1.08	1.00	4.62	2.93	1.08	1.00	4.62	2.98	1.08	1.00	4.62	3.14	1.08	1.00	4.62	3.15	1.08	1.00
SP07203	0.005	6.61	4.23	1.08	1.00	6.62	4.33	1.08	1.00	6.62	4.16	1.08	1.00	6.62	4.07	1.08	1.00	6.62	3.80	1.08	1.00
SP07209	0.005	6.54	4.34	1.08	1.00	6.84	4.42	1.08	1.00	6.84	4.35	1.08	1.00	6.84	4.21	1.08	1.00	6.84	3.93	1.08	1.00
SP07261	0.022	341.95	19.00	1.06	1.00	341.99	18.92	1.08	1.00	341.94	18.84	1.08	1.00	341.46	18.90	1.08	1.00	341.42	18.91	1.08	1.00
SP07262	0.005	263.43	10.17	1.08	1.00	263.32	10.17	1.08	1.00	263.39	10.17	1.08	1.00	263.43	10.16	1.08	1.00	263.24	10.16	1.08	1.00
SP07294	0.000	277.95	10.71	1.08	1.00	277.93	10.70	1.08	1.00	277.71	10.70	1.08	1.00	277.83	10.73	1.08	1.00	277.95	10.71	1.08	1.00
SP07345	0.001	7.90	2.40	1.08	1.00	7.91	2.38	1.08	1.00	7.90	2.17	1.08	1.00	7.91	2.17	1.08	1.00	7.90	2.01	1.08	1.00
SP07347	0.005	13.51	4.98	0.76	0.65	15.65	5.08	0.88	0.73	19.08	5.23	1.07	0.91	19.19	5.33	1.08	1.00	19.18	5.32	1.08	1.00
SP07352	0.009	17.21	6.61	0.55	0.53	20.95	6.92	0.67	0.60	25.38	7.20	0.81	0.68	34.03	7.54	1.08	0.93	33.99	7.62	1.08	1.00
SP07373	0.022	13.45	8.66	0.49	0.50	17.23	9.19	0.63	0.58	21.28	9.61	0.78	0.66	29.36	10.17	1.08	0.95	29.47	10.23	1.08	1.00
SP07471	0.004	12.14	4.32	1.08	1.00	12.14	4.32	1.08	1.00	12.14	4.32	1.08	1.00	12.15	4.32	1.08	1.00	12.13	4.34	1.08	1.00
SP07525	0.004	6.08	3.91	1.08	1.00	6.09	3.94	1.08	1.00	6.08	3.99	1.08	1.00	6.08	4.12	1.08	1.00	6.09	4.19	1.08	1.00
SP07526	0.013	6.45	5.77	1.08	1.00	6.45	5.79	1.08	1.00	6.44	5.79	1.08	1.00	6.45	5.82	1.08	1.00	6.45	5.85	1.08	1.00
SP07552	0.049	195.21	21.99	1.07	1.00	195.57	21.98	1.08	1.00	195.10	21.99	1.07	1.00	195.49	21.99	1.08	1.00	195.67	21.98	1.08	1.00
SP07572	0.017	141.59	14.01	0.92	0.76	153.01	13.98	1.00	0.82	165.83	14.34	1.08	0.93	165.89	14.42	1.08	1.00	165.95	14.39	1.08	1.00

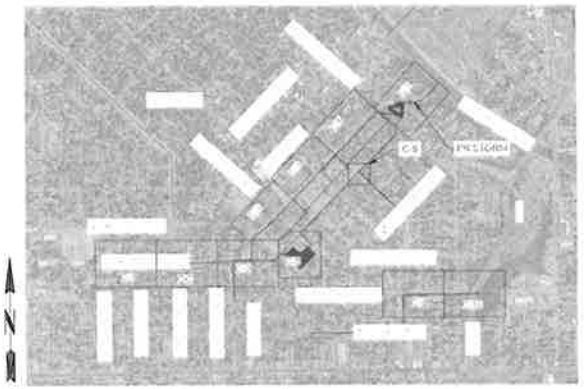
Name	Slope (ft/ft)	2-Year				5-Year				10-Year				25-Year				100-Year			
		Max. Flow (cfs)	Max. Velocity (ft/s)	Max/ Full Flow	Max/Full Depth	Max. Flow (cfs)	Max. Velocity (ft/s)	Max/ Full Flow	Max/Full Depth	Max. Flow (cfs)	Max. Velocity (ft/s)	Max/ Full Flow	Max/Full Depth	Max. Flow (cfs)	Max. Velocity (ft/s)	Max/ Full Flow	Max/Full Depth	Max. Flow (cfs)	Max. Velocity (ft/s)	Max/ Full Flow	Max/Full Depth
SP07592	0.003	29.73	1.08	1.00	0.00	29.75	4.60	1.08	1.00	29.74	4.57	1.08	1.00	29.74	4.57	1.08	1.00	29.72	4.26	1.08	1.00
SP07593	0.004	34.72	1.08	1.00	0.00	34.73	5.43	1.08	1.00	34.73	5.41	1.08	1.00	34.73	5.34	1.08	1.00	34.68	4.98	1.08	1.00
SP07595	0.012	10.11	1.08	1.00	0.00	10.11	6.35	1.08	1.00	10.11	6.36	1.08	1.00	10.11	6.37	1.08	1.00	10.11	6.38	1.08	1.00
SP07599	0.048	103.73	0.87	0.72	0.00	127.95	19.54	1.08	0.98	128.22	19.54	1.08	1.00	128.23	19.55	1.08	1.00	128.19	19.56	1.08	1.00
SP07612	0.028	19.01	0.62	0.57	0.00	24.37	10.89	0.79	0.67	30.10	11.20	0.98	0.80	33.37	11.49	1.08	1.00	33.33	11.50	1.08	1.00
SP07854	0.062	22.99	1.08	1.00	0.00	22.97	14.33	1.08	1.00	22.97	14.44	1.08	1.00	22.99	14.37	1.08	1.00	22.96	14.27	1.08	1.00
SP07994	0.002	41.09	1.09	1.00	0.00	41.10	4.73	1.08	1.00	41.09	4.64	1.08	1.00	41.09	4.64	1.08	1.00	41.09	4.34	1.08	1.00
SP08460	0.004	75.35	1.08	1.00	0.00	75.34	6.54	1.08	1.00	75.31	6.56	1.08	1.00	75.33	6.57	1.08	1.00	75.33	6.56	1.08	1.00
SP08462	0.005	6.63	1.08	1.00	0.00	6.63	4.10	1.08	1.00	6.63	4.10	1.08	1.00	6.63	4.10	1.08	1.00	6.63	4.17	1.08	1.00

REPORT APPENDIX K: CONCEPTUAL DESIGN PLANS

CITY OF PUEBLO
SUMMIT, CARTERET & ROUTT STORM CONCEPTUAL DESIGN
CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

ABBREVIATIONS

APPROX	APPROXIMATELY
AVE	AVENUE
BLVD	BOULEVARD
CONC	CONCRETE
CMP	CORRUGATED METAL PIPE
CP	CONTROL POINT
CPP	CORRUGATED PLASTIC PIPE
CY	CUBIC YARDS
D	DEPTH
DIP	DUCTILE IRON PIPE
DND	DO NOT DISTURB
EA	EACH
EL	ELEVATION
ELEC	ELECTRIC
EX	EXISTING
FES	FLARED END SECTION
FHL	FARMER'S HIGH LINE
FL	FLOW LINE
FO	FIBER OPTIC
'	FEET
GIS	GEOGRAPHICAL INFORMATION SYSTEM
H	HEIGHT
HV	HORIZONTAL VERTICAL
IN	INCH
INV	INVERT
IRR	IRRIGATION
LF	LINEAL FEET
LOC	LOCATION LOCATED
MH	MANHOLE
MIN	MINIMUM
MISC	MISCELLANEOUS
NTS	NOT TO SCALE
NAV	NORTH AMERICAN VERTICAL DATUM
NVD	NATIONAL VERTICAL DATUM
PKY	PARKWAY
PR	PROPOSED
PVC	POLYVINYL CHLORIDE PIPE
RE	REPLACE
RCP	REINFORCED CONCRETE PIPE
SAN	SANITARY (SEWER)
SF	SQUARE FEET
SQ	SQUARE
STA	STATION
STMH	STORM MANHOLE
STM	STORM
SY	SQUARE YARDS
TBR	TO BE REMOVED
TYP	TYPICAL
UNK	UNKNOWN
W	WIDTH
WAT	WATER



KEY MAP
SCALE 1" = 2000

VICINITY MAP
SCALE 1" = 5000

SHEET LIST TABLE

SHEET	DRAWING	TITLE
1	G-1	COVER SHEET
2	C-1	STORM SEWER PLAN SHEET (1 OF 10)
3	C-2	STORM SEWER PLAN SHEET (2 OF 10)
4	C-3	STORM SEWER PLAN SHEET (3 OF 10)
5	C-4	STORM SEWER PLAN SHEET (4 OF 10)
6	C-5	STORM SEWER PLAN SHEET (5 OF 10)
7	C-6	STORM SEWER PLAN SHEET (6 OF 10)
8	C-7	STORM SEWER PLAN SHEET (7 OF 10)
9	C-8	STORM SEWER PLAN SHEET (8 OF 10)
10	C-9	STORM SEWER PLAN SHEET (9 OF 10)
11	C-10	STORM SEWER PLAN SHEET (10 OF 10)

LEGEND
- EX CONTOURS
- PR CONTOURS
- EX SAN SEWER
- PRIVATE SAN SEWER
- EX WATER MAIN
- EX UNDERGROUND ELECTRIC
- EX GAS MAIN
- EX STM SEWER PIPE
- APPROX PROPERTY LINE
- PR INLET
- PR MAINTENANCE PATH
- PR BORING AREA
- PR CONCRETE
- PR MANHOLE STRUCTURE
- PR STORM SEWER PIPE
- PR END SECTION
- PR FLOW DIRECTION

NOTES:
1. EXISTING PIPES SHOWN FOR CLARITY PURPOSES
2. SEE COST ESTIMATE FOR PIPE REMOVAL QUANTITIES

CALL UTILITY NOTIFICATION CENTER OF COLORADO 1-800-922-1987 OR 811

CITY OF PUEBLO colorado

REVISION

DESIGNED
DRAWN
CHECKED
DATE

STAMP

811 Know what's below. Call before you dig.

CITY OF PUEBLO
211 EAST D STREET
PUEBLO, COLORADO 81003
(719) 553-2489

SUMMIT, CARTERET & ROUTT STORM CONCEPTUAL DESIGN

COVER SHEET

DRAWING NUMBER
G-1
SHEET 1

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SUMMIT CARTERET &
ROUTT STORM
CONCEPTUAL DESIGN
STORM SEWER PLAN
SHEET (1 OF 10)
DRAWING NUMBER
C-1
SHEET 2
FLOW TABLE
STRUCTURE ID
Q5 [CFS]
Q10 [CFS]
SEE SHEET C-2

STORM SEWER PLAN
SHEET (2 OF 10)
SUMMIT, CARTERET & ROUTT STORM
CONCEPTUAL DESIGN
CITY OF PUEBLO
211 EAST D STREET
PUEBLO, COLORADO 81003
(719) 553-2489
DRAWING NUMBER
C-2
SHEET 3
REVISIONS
DESIGNED
DRAWN
CHECKED
DATE
STATE
Call before you dig
811
FLOW TABLE
STRUCTURE ID
Q25 [CFS]
Q100 [CFS]
SEE SHEET C-1
SEE SHEET C-1
SCALE: 1"=40'

STORM SEWER PLAN
SHEET (3 OF 10)
SUMMIT CARTERET & ROUTT STORM CONCEPTUAL DESIGN
CITY OF PUEBLO
211 EAST D STREET
PUEBLO, COLORADO 81003
(719) 553-2489
C-3
SHEET 4
FLOW TABLE
STRUCTURE NO
Q5 [CFS]
Q10 [CFS]
MH01003
43
53
MH01014
257
272
MH01003
343
368
MATCHLINE SEE SHEET C4
MATCHLINE SEE SHEET C4
CITY PUBLIC ROW
CITY PUBLIC ROW
PUBLIC ROW

FLOW TABLE
STRUCTURE ID
Q25 [CFS]
Q100 [CFS]
SUMMIT CARTERET & ROUTT STORM CONCEPTUAL DESIGN
STORM SEWER PLAN
SHEET (4 OF 10)
DRAWING NUMBER
C-4
SHEET 5
CITY OF PUEBLO
211 EAST D STREET
PUEBLO, COLORADO, 81003
(719) 553-2488
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DESIGNED
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SCALE

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Call before you dig.
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211 EAST D STREET
PUEBLO, COLORADO, 81003
(719) 553-2259
SUMMIT CARTERET &
ROUTT STORM
CONCEPTUAL DESIGN
STORM SEWER PLAN
SHEET 15 OF 19
DRAWING NUMBER
C-5
SHEET 6
MATCHLINE
SEE SHEET C4
FLOW TABLE
STRUCTURE ID
DESIGN
MANHOLE
MANHOLE
Q (CFS)
40
67
DIST (FT)
17
44
SCALE: 1" = 40'
SEE SHEET C3

STORM SEWER PLAN
SHEET (6 OF 10)
SUMMIT CARTERET & ROUTT STORM
CONCEPTUAL DESIGN
CITY OF PUEBLO
211 EAST D STREET
PUEBLO, COLORADO, 81003
(719) 553-2489
C-6
SHEET 7
FLOW TABLE
Q10 (CFS)
100
246
Q5 (CFS)
84
167

REVISION
DESIGNED
DRAWN
CHECKED
DATE
STAMP
811
Know what's below.
Call before you dig.
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211 EAST D STREET
PUEBLO, COLORADO, 81003
(719) 553-2489
SUMMIT CARTERET &
ROUTT STORM
CONCEPTUAL DESIGN
STORM SEWER PLAN
SHEET (7 OF 10)
C-7
SHEET 8
FLOW TABLE
STRUCTURE ID
Q5 [CFS]
Q10 [CFS]
PREPARED FOR:
APPLY
145
195
234

REVISION
DESIGNED
DRAWN
CHECKED
DATE
811
Know what's below. Call before you dig.
CITY OF PUEBLO
211 EAST D STREET
PUEBLO, COLORADO 81003
(719) 553-2489
SUMMIT CARTBERET &
ROUTT STORM
CONCEPTUAL DESIGN
STORM SEWER PLAN
SHEET (8 OF 10)
DRAWING NUMBER
C-8
SHEET 9
FLOW TABLE
STRUCTURE ID
Q25 [CFS]
Q10 [CFS]
SEE SHEET C-9
SEE SHEET C-10
SCALE: 1" = 40 FEET

STORM SEWER PLAN
SHEET (9 OF 10)
SUMMIT CARTERET &
ROUTT STORM
CONCEPTUAL DESIGN
CITY OF PUEBLO
211 EAST D STREET
PUEBLO, COLORADO, 81003
(719) 553-2458
Know what's below.
Call before you dig.
DRAWING NUMBER
C-9
SHEET 10
FLOW TABLE
STRUCTURE ID
Q5 [CFS]
Q10 [CFS]
MH2049
24a
252
MH2047
248
252
MATCHLINE
SEE SHEET C-10
TO PUEBLO BLVD
ADJACENT PEAK
TYP 11 MANHOLES
EXISTING
MH 2047
RIM 4737.42
INV 4727.42
EXISTING
MH 2049
RIM 4737.42
INV 4727.42
EXISTING
MH 2048
RIM 4737.42
INV 4727.42
EXISTING
MH 2046
RIM 4737.42
INV 4727.42
EXISTING
MH 2045
RIM 4737.42
INV 4727.42
EXISTING
MH 2044
RIM 4737.42
INV 4727.42
EXISTING
MH 2043
RIM 4737.42
INV 4727.42
EXISTING
MH 2042
RIM 4737.42
INV 4727.42
EXISTING
MH

REVISION
DESIGNED
DRAWN
CHECKED
DATE
811
Know what's below.
Call before you dig.
CITY OF PUEBLO
211 EAST D STREET
PUEBLO, COLORADO, 81003
(719) 553-2489
SUMMIT CARTERET & ROUTT STORM
CONCEPTUAL DESIGN
STORM SEWER PLAN
SHEET (10 OF 10)
DRAWING NUMBER
C-10
SHEET 11
FLOW TABLE
STRUCTURE ID
Q5
Q10
Q25
Q100
SWDI047A
3.4
32.7
CS_002
22.4
32.7
MATCHLINE
SEE SHEET C10
PROPOSED 24" RCP
PROPOSED 18" RCP
PROPOSED 30" RCP

StormTrap®

MODULAR CONCRETE
STORMWATER MANAGEMENT

SHEET INDEX	
PAGE	DESCRIPTION
0.0	COVER SHEET
1.0	GENERAL NOTES
1.1	DOUBLETRAP DESIGN CRITERIA
2.0	DOUBLETRAP SYSTEM LAYOUT
3.0	DOUBLETRAP INSTALLATION SPECIFICATION
3.1	DOUBLETRAP INSTALLATION SPECIFICATION
4.0	DOUBLETRAP BACKFILL SPECIFICATION
5.0	PIPE / ACCESS OPENING SPECIFICATION
6.0	DOUBLETRAP MODULE TYPES

THE STORMTRAP DRAWINGS SHALL NOT BE ALTERED OR MANIPULATED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF STORMTRAP. USE OF THESE DRAWINGS IS STRICTLY GRANTED TO YOU, OUR CLIENT, FOR THE SPECIFIED AND NAMED PROJECT ONLY. THESE DRAWINGS ARE FOR YOUR REFERENCE ONLY AND SHALL NOT BE USED FOR MANUFACTURING PURPOSES.

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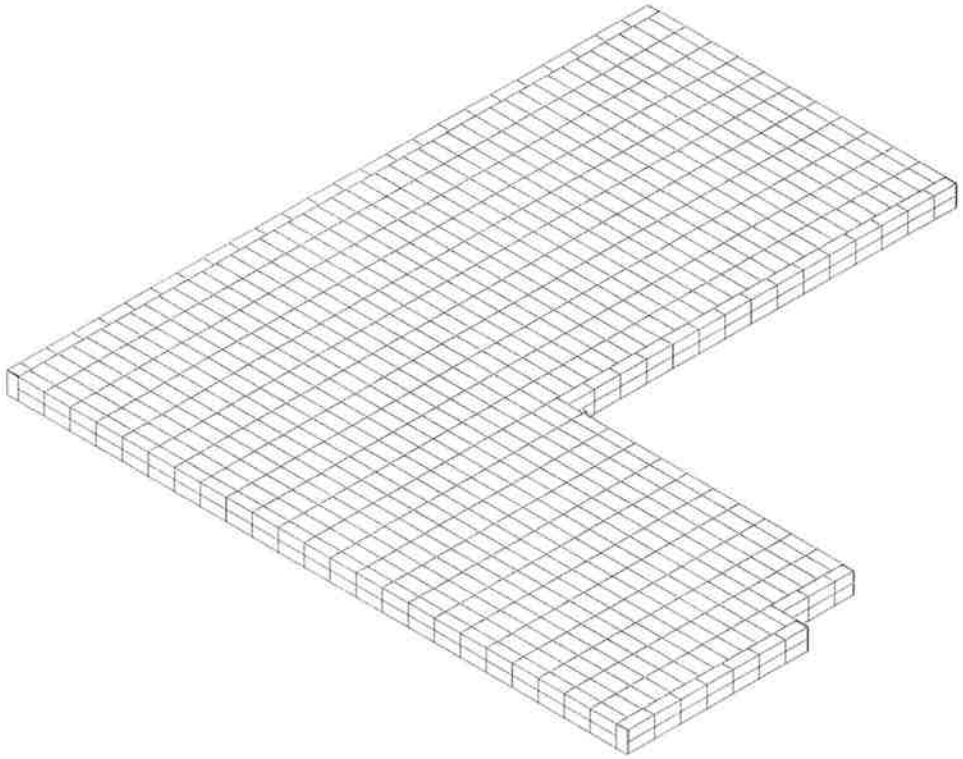
STORMTRAP SUPPLIER:	STORMTRAP
CONTACT NAME:	Stephen Jackson
CELL PHONE:	(303) 913-0607
SALES EMAIL:	sjackson@stormtrap.com



Pueblo Water
Pueblo, CO

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SHEET TITLE:

COVER SHEET

SHEET NUMBER:

0.0

GENERAL NOTES:

1. STRUCTURE PROXIMITY LOADING DISCLAIMER:

STORMTRAP MODULES AND FOUNDATION ARE NOT DESIGNED TO ACCEPT ANY ADDITIONAL LOADING FROM ANY NEARBY STRUCTURES NEXT TO OR OVER THE TOP OF STORMTRAP. EXAMPLES OF NEARBY STRUCTURES MAY INCLUDE BUT ARE NOT LIMITED TO BUILDINGS, FOUNDATION ELEMENTS, RETAINING WALLS, LIGHT POLES, BOLLARDS, SIGNPOSTS, FENCES. ADDITIONALLY, STORMTRAP IS NOT RESPONSIBLE FOR INSTALLATION CONFLICTS ARISING FROM ANY OF THESE NEARBY STRUCTURES. IF ADDITIONAL LOADING CONSIDERATIONS ARE REQUIRED FOR STRUCTURAL DESIGN OF STORMTRAP, PLEASE CONTACT STORMTRAP IMMEDIATELY. FOR LIGHT POLES SHOWN OVER THE TOP OF THE SYSTEM, STORMTRAP WILL PROVIDE A 5'-0" LATERAL DISTANCE CAVITY AROUND THE LIGHT POLE TO ACCOMMODATE IT. THE EOR TO TAKE RESPONSIBILITY FOR ENSURING THE LIGHT POLE IS NOT INFLICTING ANY LOADING ON THE STORMTRAP MODULES AND FOUNDATION.

2. TREE LOADING DISCLAIMER:

THE NUMBER OF TREES OR WEIGHT OF TOTAL PLANT MATERIAL PRESENT ON TOP OF A SINGLE STORMTRAP MODULE SHALL NOT EXCEED 16,000 LBS. THE REQUIREMENTS LISTED HERE APPLY AT BOTH THE TIME OF INSTALLATION AND FOR THE LIFE OF THE TREES AND PLANTS IN QUESTION. THE EOR AND LANDSCAPE ARCHITECT ARE RESPONSIBLE FOR ENSURING THAT TREE AND OTHER PLANT ROOTS DO NOT INTERFERE WITH OR COMPROMISE THE FUNCTIONAL AND STRUCTURAL INTEGRITY OF STORMTRAP'S UNDERGROUND MODULES. APPROPRIATE MEASURES SHOULD BE TAKEN TO PREVENT ROOT GROWTH INTO THE STORMTRAP SYSTEM FROM ADJACENT OR OVERHEAD TREES. FURTHERMORE, THE ROOTS OF THE TREES MUST BE CONTAINED TO PREVENT FUTURE DAMAGE TO THE STORMTRAP SYSTEM. STORMTRAP ACCEPTS NO LIABILITY FOR DAMAGES CAUSED BY TREES OR OTHER VEGETATION PLACED AROUND OR ON TOP OF THE SYSTEM.

3. PRE-TREATMENT/SEDIMENT/FILTER CHAMBER DISCLAIMER:

FOR SYSTEMS CONTAINING PRE-TREATMENT, SEDIMENTATION AND/OR FILTER CHAMBERS; IF REQUIRED TO BE SEALED TO PREVENT SAND AND/OR PRE-TREATED WATER FROM MIGRATING INTO ADJOINING MODULES, IT IS THE SOLE RESPONSIBILITY OF THE INSTALLING CONTRACTOR TO ENSURE THAT THOSE MODULES ARE SEALED.

4. OUTLET CONTROL STRUCTURE DISCLAIMER (IF SHOWN ON THESE PLANS):

IF A WATERTIGHT SOLUTION IS REQUIRED FOR AN OUTLET CONTROL STRUCTURE, ALL EXTERIOR COLD JOINTS, INCLUDING JOINT BETWEEN TOP AND BASE MODULES, BETWEEN TOP AND BASE OF ADJOINING SYMONS WALLS, AND JOINTS BETWEEN MODULE AND ADJACENT END PANELS WILL BE THE SOLE RESPONSIBILITY OF THE INSTALLING CONTRACTOR TO PROVIDE AND INSTALL THE WATERTIGHT APPLICATION PER THE EOR'S SPECIFICATION.

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SHEET TITLE:

GENERAL NOTES

SHEET NUMBER:

1.0

STRUCTURAL DESIGN LOADING CRITERIA

LIVE LOADING: AASHTO HS-20 HIGHWAY LOADING

GROUND WATER TABLE: BELOW INVERT OF SYSTEM

SOIL BEARING PRESSURE: 3000PSF

SOIL DENSITY: 120 PCF

EQUIVALENT UNSATURATED LATERAL ACTIVE EARTH PRESSURE: 35 PSF / FT

EQUIVALENT SATURATED LATERAL ACTIVE EARTH PRESSURE: 80 PSF/FT (IF WATER TABLE PRESENT)

APPLICABLE CODE: ASTM C857 ACI 318

BACKFILL TYPE: SEE SHEET 4.0 FOR BACKFILL OPTIONS

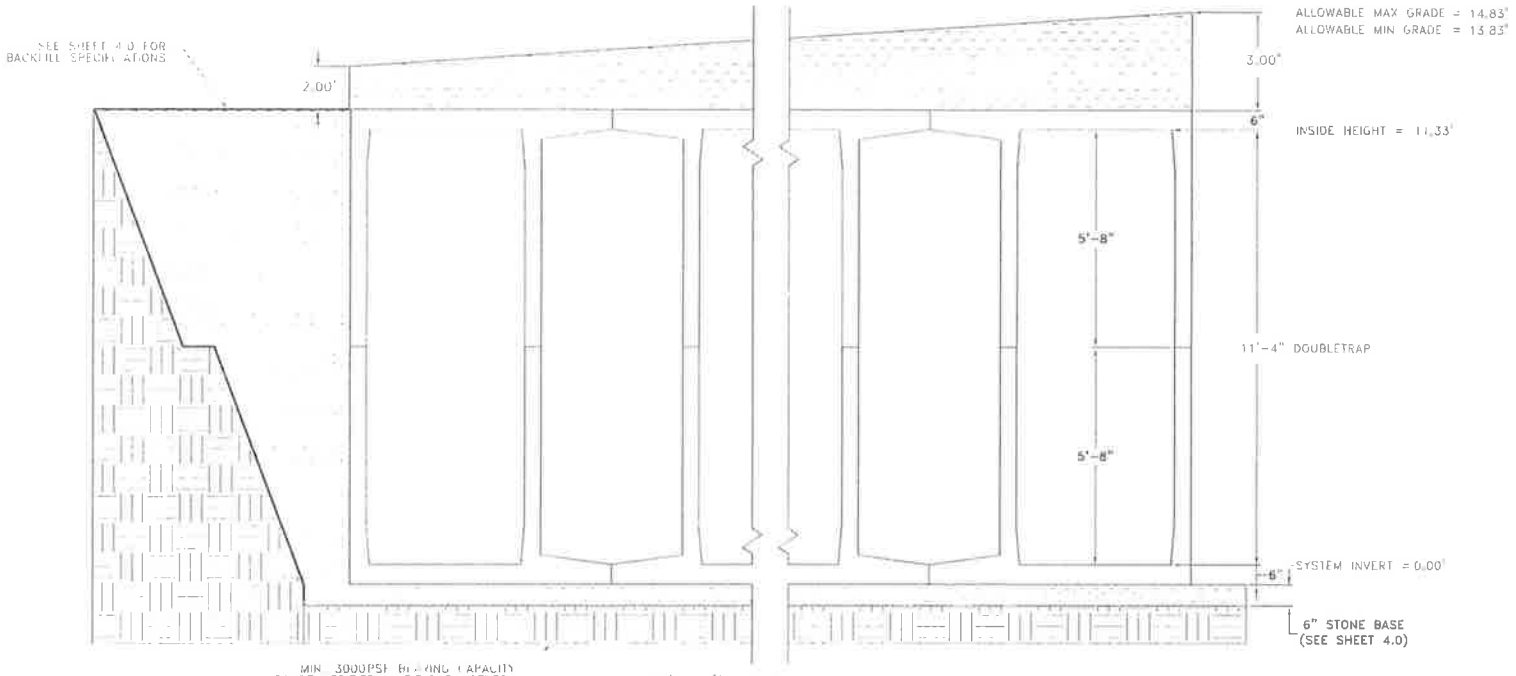
STORMTRAP SYSTEM INFORMATION

UNIT HEADROOM: 11' 4" DOUBLETRAP

TOTAL STORAGE PROVIDED: 1,009.464 CUBIC FEET

SITE SPECIFIC DESIGN CRITERIA

1. STORMTRAP UNITS SHALL BE MANUFACTURED AND INSTALLED ACCORDING TO SHOP DRAWINGS APPROVED BY THE INSTALLING CONTRACTOR AND ENGINEER OF RECORD. THE SHOP DRAWINGS SHALL INDICATE SIZE AND LOCATION OF ROOF OPENINGS AND INLET/OUTLET PIPE TYPES, SIZES, INVERT ELEVATIONS AND SIZE OF OPENING.
2. COVER RANGE: MIN. 2.00' MAX. 3.00' CONSULT STORMTRAP FOR ADDITIONAL COVER OPTIONS.
3. ALL DIMENSIONS AND SOIL CONDITIONS, INCLUDING BUT NOT LIMITED TO GROUNDWATER AND SOIL BEARING CAPACITY ARE REQUIRED TO BE VERIFIED IN THE FIELD BY OTHERS PRIOR TO STORMTRAP INSTALLATION.
4. FOR STRUCTURAL CALCULATIONS THE GROUND WATER TABLE IS ASSUMED TO BE BELOW INVERT OF SYSTEM IF WATER TABLE IS DIFFERENT THAN ASSUMED, CONTACT STORMTRAP.
5. SYSTEM DESIGN MAY ALLOW FOR INCIDENTIAL LEAKAGE AND WILL NOT BE SUBJECT TO LEAKAGE TESTING.



11'-4" DOUBLETRAP

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SCALE:

NTS

SHEET TITLE:

DOUBLETRAP DESIGN CRITERIA

SHEET NUMBER:

1.1

BILL OF MATERIALS

		DESCRIPTION		
1512	I	11'-4" DOUBLETRAP	15900	15698
0	II	11'-4" DOUBLETRAP	0	0
764	III	11'-4" DOUBLETRAP	16[illegible]	16[illegible]
0	IV	11'-4" DOUBLETRAP	0	0
0	VII	11'-4" DOUBLETRAP	0	0
0	VII-1	11'-4" DOUBLETRAP	0	0
0	VII-2	11'-4" DOUBLETRAP	0	0
0	VII-3	11'-4" DOUBLETRAP	0	0
0	VII-4	11'-4" DOUBLETRAP	0	0
0	SPIII	11'-4" DOUBLETRAP	VARIES	VARIES
6	SPIV	11'-4" DOUBLETRAP	VARIES	VARIES
0	12 PANEL 5" THICK PANEL		0	
6	14 PANEL 5" THICK PANEL		2176	
0	[illegible] PANEL 5" THICK PANEL		0	
30	EDGE WRAP 150' PER ROLL			
[illegible]	JOINT TAPE 164.5' PER ROLL			

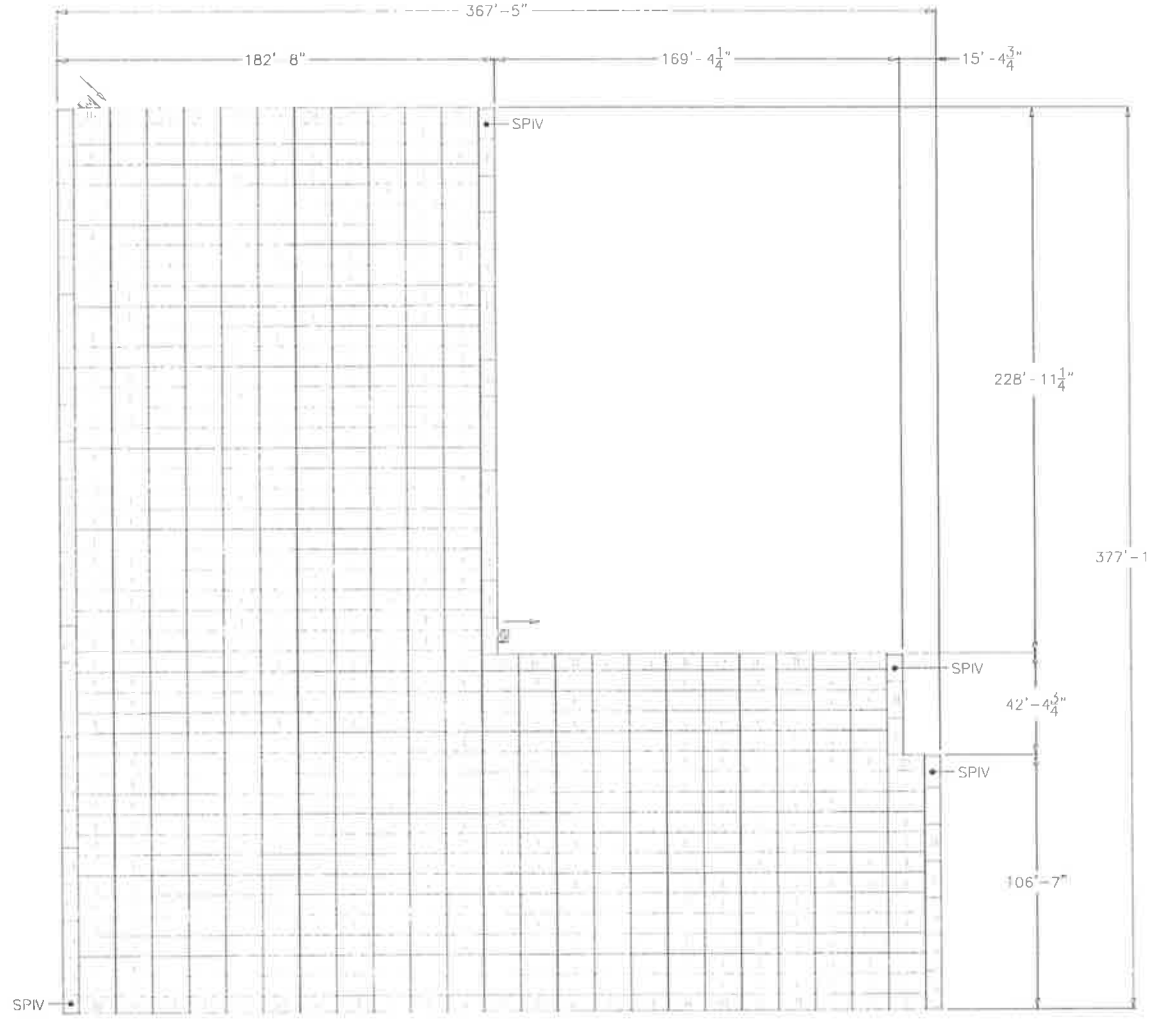
TOTAL PIECES = 1512
TOTAL PANELS = 6
HEAVIEST PICK WEIGHT = 16,254

DESIGN CRITERIA

ALLOWABLE MAX GRADE = 14.85%
ALLOWABLE MIN GRADE = 15.83%
INSIDE HEIGHT ELEVATION = [illegible]
SYSTEM INVERT = 0.00'

NOTES:

1. DIMENSIONING OF STORMTRAP SYSTEM SHOWN BELOW ALLOW FOR A 3/4" GAP BETWEEN EACH MODULE
2. ALL DIMENSIONS TO BE VERIFIED IN THE FIELD BY OTHERS
3. SEE SHEET 3.0 FOR INSTALLATION SPECIFICATIONS
4. SP - INDICATES A MODULE WITH MODIFICATIONS
5. P - INDICATES A MODULE WITH A PANEL ATTACHMENT
6. CONTRACTORS RESPONSIBILITY TO ENSURE CONSISTENCY, ACCURACY TO FINAL ENGINEER OF RECORD PLAN SET.
7. IN ORDER FOR STORMTRAP TO GENERATE APPROVAL DRAWINGS, CIVIL ENGINEERING DRAWINGS MUST BE PROVIDED TO STORMTRAP AND SHALL INCLUDE ALL PIPE SIZES, PIPE MATERIAL, PIPE INVERT ELEVATIONS, ACCESS OPENING SIZE AND SHAPE. IN ADDITION, FINAL GRADING PLANS SHALL ALSO INCLUDE MINIMUM AND MAXIMUM GRADES OVER THE TOP OF THE STORMTRAP SYSTEM.



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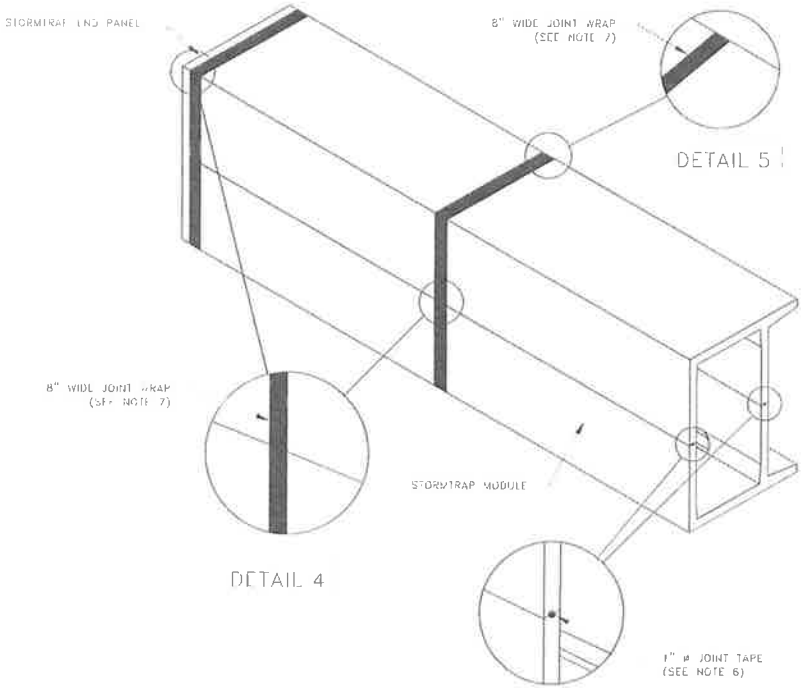
SCALE:
NTS

SHEET TITLE:
DOUBLETRAP SYSTEM LAYOUT

SHEET NUMBER:
2.0

STORMTRAP INSTALLATION SPECIFICATION

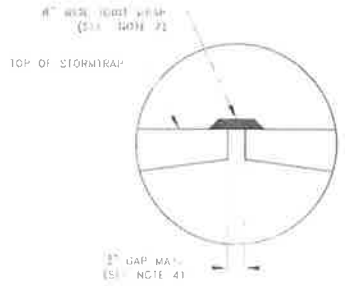
1. STORMTRAP SHALL BE INSTALLED IN ACCORDANCE WITH ASTM C891 (STANDARD PRACTICE FOR INSTALLATION OF UNDERGROUND PRECAST CONCRETE UTILITY STRUCTURES). THE FOLLOWING ADDITIONS AND/OR EXCEPTIONS ARE PROVIDED FOR EMPHASIS. THE MENTION OF THESE ITEMS DOES NOT PRECLUDE THE INSTALLING CONTRACTOR FROM FOLLOWING ASTM C891 IN ITS ENTIRETY AND IMPLEMENTING ALL APPROPRIATE MEASURES. THE INSTALLING CONTRACTOR OWNS AND IS RESPONSIBLE FOR THE STORMTRAP SYSTEM UPON REMOVAL OF THE MODULES FROM THE DELIVERY TRUCK THROUGH 'FINAL CONSTRUCTION'. FINAL CONSTRUCTION IS ACHIEVED WHEN ALL MODULES ARE SET, FULLY BACKFILLED, AND WHEN FINAL FINISHED GRADES ARE REACHED. THE CONTRACTOR IS RESPONSIBLE FOR ANY COUNTERMEASURES NECESSARY TO INSURE DEBRIS/BIOGRANCY BEFORE 'FINAL CONSTRUCTION' IS ACHIEVED.
2. IT IS THE RESPONSIBILITY OF THE INSTALLING CONTRACTOR TO ENSURE THAT PROPER/ADEQUATE EQUIPMENT IS USED TO SET/INSTALL THE MODULES.
3. STORMTRAP MODULES SHALL BE PLACED ON A LEVEL, 6" FOUNDATION OF ¾" AGGREGATE EXTENDING 2'-0" PAST THE OUTSIDE OF THE SYSTEM (SEE DETAIL 1) AND SHALL BE PLACED ON PROPERLY COMPACTED SOILS (SEE SHEET 1.1 FOR SOIL BEARING CAPACITY REQUIREMENTS), AND IN ACCORDANCE WITH ASTM C891 STANDARD PRACTICE FOR INSTALLATION OF UNDERGROUND PRECAST UTILITY STRUCTURES.
4. THE STORMTRAP MODULES SHALL BE PLACED SUCH THAT THE MAXIMUM SPACE BETWEEN ADJACENT MODULES DOES NOT EXCEED 3" (SEE DETAIL 2). IF THE SPACE EXCEEDS 3", THE MODULES SHALL BE RESET WITH APPROPRIATE ADJUSTMENT MADE TO LINE AND GRADE TO BRING THE SPACE INTO SPECIFICATION.
5. STORMTRAP MODULES ARE NOT WATERTIGHT.
6. THE HORIZONTAL JOINT BETWEEN THE TOP AND BASE SECTIONS OF ALL PERIMETER STORMTRAP MODULES SHALL BE SEALED WITH PREFORMED MASTIC JOINT TAPE ACCORDING TO ASTM C891, 8.8 AND 8.12.2 (SEE DETAIL 5). THE MASTIC JOINT TAPE DOES NOT PROVIDE A WATERTIGHT SEAL.
7. ALL EXTERIOR ROOF AND EXTERIOR VERTICAL WALL JOINTS BETWEEN ADJACENT STORMTRAP MODULES SHALL BE SEALED WITH 8" WIDE PRE-FORMED, COLD APPLIED, SELF ADHERING ELASTOMERIC ROOFING BONDED TO A WOVEN, HIGHLY PUNCTURE RESISTANT POLYMER WRAP, CONFORMING TO ASTM C891 AND SHALL BE INTEGRATED WITH PRIMER SEALANT AS APPROVED BY STORMTRAP (SEE DETAILS 2, 4, & 5). THE JOINT WRAP DOES NOT PROVIDE A WATERTIGHT SEAL. THE SOLE PURPOSE OF THE JOINT WRAP IS TO PROVIDE A SILT AND SOIL TIGHT SYSTEM. THE ADHESIVE EXTERIOR JOINT WRAP SHALL BE INSTALLED ACCORDING TO THE FOLLOWING INSTALLATION INSTRUCTIONS:
   7.1. USE A BRUSH OR WET CLOTH TO THOROUGHLY CLEAN THE OUTSIDE SURFACE AT THE POINT WHERE JOINT WRAP IS TO BE APPLIED.
   7.2. A RELEASE PAPER PROTECTS THE ADHESIVE SIDE OF THE JOINT WRAP. PLACE THE ADHESIVE TAPE (ADHESIVE SIDE DOWN) AROUND THE STRUCTURE, REMOVING THE RELEASE PAPER AS YOU GO. PRESS THE JOINT WRAP FIRMLY AGAINST THE STORMTRAP MODULE SURFACE WHEN APPLYING.
8. IF THE CONTRACTOR NEEDS TO CANCEL ANY NEW NTS, THEY MUST DO SO 48 HOURS PRIOR TO THEIR SCHEDULED ARRIVAL AT THE JOB SITE. IF CANCELED AFTER THAT TIME, PLEASE CONTACT THE PROJECT MANAGER.
9. IF THE STORMTRAP MODULE(S) IS DAMAGED IN ANY WAY PRIOR, DURING, OR AFTER INSTALL, STORMTRAP MUST BE CONTACTED IMMEDIATELY TO ASSESS THE DAMAGE AND TO DETERMINE WHETHER OR NOT THE MODULE(S) WILL NEED TO BE REPLACED. IF ANY MODULE ARRIVES AT THE JOBSITE DAMAGED DO NOT UNLOAD IT. CONTACT STORMTRAP IMMEDIATELY. ANY DAMAGE NOT REPORTED BEFORE THE TRUCK IS UNLOADED WILL BE THE CONTRACTOR'S RESPONSIBILITY.
10. STORMTRAP MODULES CANNOT BE ALTERED IN ANY WAY AFTER MANUFACTURING WITHOUT WRITTEN CONSENT FROM STORMTRAP.



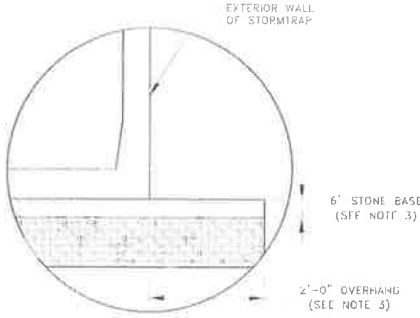
DETAIL 5

DETAIL 4

DETAIL 3



DETAIL 2



DETAIL 1

StormTrap
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1287 WINDHAM PARKWAY
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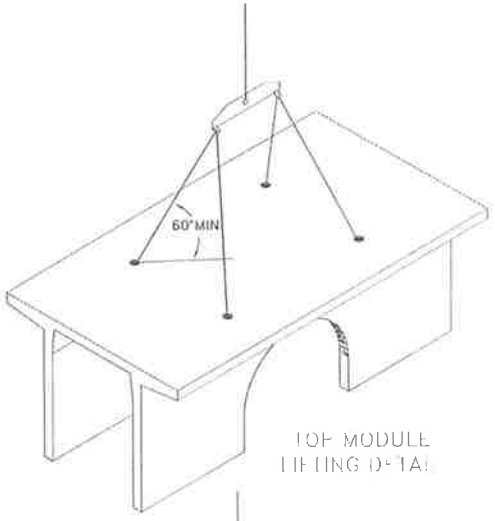
DOUBLETRAP INSTALLATION SPECIFICATION

SHEET NUMBER:

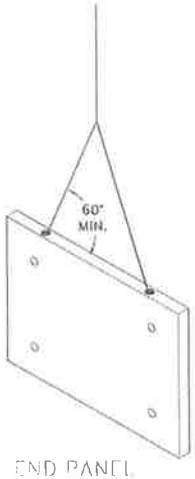
3.0

STORMTRAP MODULE LIFTING SPECIFICATION

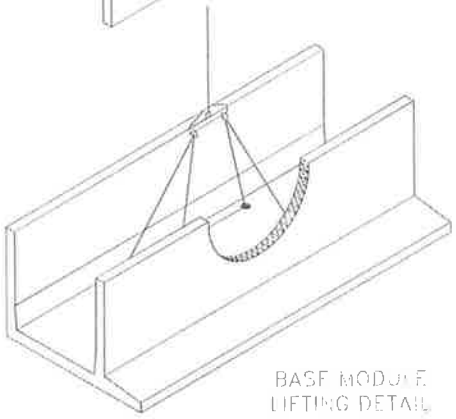
1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL (4) CHAINS/CABLES ARE SECURED PROPERLY TO THE LIFTING ANCHORS AND IN EQUAL TENSION WHEN LIFTING THE STORMTRAP MODULE
2. MINIMUM 7'-0" CHAIN/CABLE LENGTH TO BE USED TO LIFT STORMTRAP MODULES (SUPPLIED BY CONTRACTOR)
3. CONTRACTOR TO ENSURE MINIMUM LIFTING ANGLE IS 60° FROM TOP SURFACE OF STORMTRAP MODULE. SEE DETAIL
4. IT IS UNDERSTOOD AND AGREED THAT AT ALL TIMES DURING WHICH HOISTING AND MOVING EQUIPMENT IS BEING SUPPLIED TO THE PURCHASER, OPERATOR OF SUCH EQUIPMENT SHALL BE IN CHARGE OF THE ENTIRE EQUIPMENT AND SHALL AT ALL TIMES BE THE JUDGE OF THE SAFETY AND PROPERTY OF ANY SUGGESTION TO HIM FROM THE SELLER, ITS AGENTS OR EMPLOYEES. PURCHASER AGREES TO SAVE, INDEMNIFY AND HOLD HARMLESS SELLER FROM ALL LOSS, CLAIMS, DEMANDS OR CAUSES OF ACTION, WHICH MAY ARISE FROM THE EXISTENCE OR OPERATION OF SAID EQUIPMENT



TOP MODULE LIFTING DETAIL



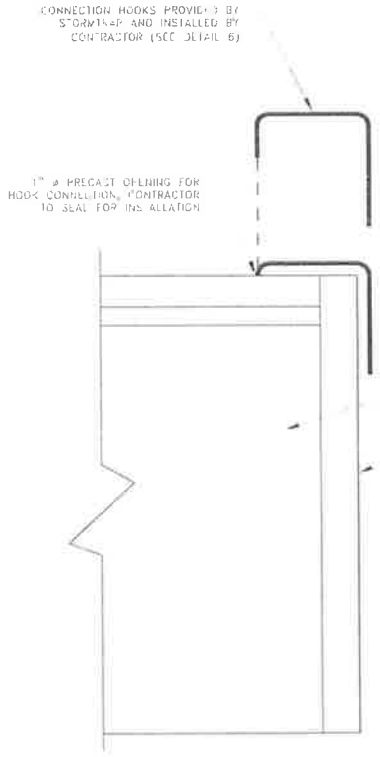
END PANEL LIFTING DETAIL



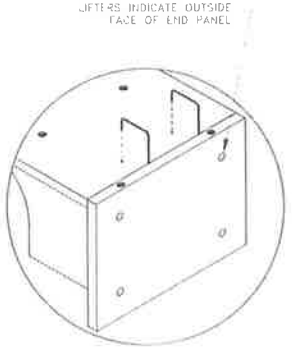
BASE MODULE LIFTING DETAIL

END PANEL ERECTION INSTALLATION SPECIFICATION

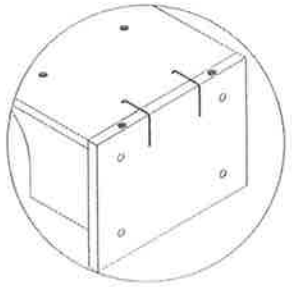
1. END PANELS WILL BE SUPPLIED TO CLOSE OFF OPEN ENDS OF ROW.
2. PANELS SHALL BE INSTALLED IN A TILT UP FASHION DIRECTLY ADJACENT TO OPEN END OF MODULE (REFER TO SHEET 2.0 FOR END PANEL LOCATIONS). SIDE WITH LIFTERS INDICATED OUTSIDE FACE
3. CONNECTION HOOKS WILL BE SUPPLIED WITH END PANELS TO SECURELY CONNECT PANEL TO ADJACENT STORMTRAP MODULE (SEE PANEL CONNECTION ELEVATION VIEW)
4. ONCE CONNECTION HOOK IS ATTACHED, LIFTING CLUTCHES MAY BE REMOVED.
5. JOINT WRAP SHALL BE PLACED AROUND PERIMETER JOINT PANEL (SEE SHEET 3.0)



PANEL CONNECTION ELEVATION VIEW



STEP 1



STEP 2

DETAIL 6

StormTrap
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DOUBLETRAP INSTALLATION SPECIFICATION

SHEET NUMBER:

3.1

ZONE CHART

ZONE 1	FOUNDATION AGGREGATE	#8 (3/8") STONE ANGULAR AGGREGATE
ZONE 2	BACKFILL	UNIFORM, WELL GRADATION FROM [illegible] SEE BELOW FOR APPROVED BACKFILL OPTIONS
ZONE 3	FINAL COVER OVERTOP	MATERIAL NOT TO EXCEED 12" LIFTS

APPROVED ZONE 2 BACKFILL OPTIONS

ANGULAR AGGREGATE	THE STONE AGGREGATE SHALL CONSIST OF CLEAN AND FREE DRAINING ANGULAR MATERIAL THE SIZE OF THIS MATERIAL SHALL HAVE 100% PASSING THE 3" SIEVE WITH 0% TO 5% PASSING THE #8 SIEVE. THIS MATERIAL SHALL BE SEPARATED FROM NATIVE MATERIAL USING GEOFABRIC AROUND THE PERIMETER OF THE BACKFILL LIMITS AS DETERMINED BY THE GEOTECHNICAL ENGINEER.
SAND	CLEAN, POROUS SAND IS PERMITTED TO BE USED AS BACKFILL IF IT IS CLEAN AND FREE DRAINING. THE SAND USED FOR BACKFILLING SHALL HAVE LESS THAN 40% PASSING #10 SIEVE AND LESS THAN 5% PASSING #200 SIEVE. THIS MATERIAL SHALL BE SEPARATED FROM NATIVE MATERIAL USING GEOFABRIC AROUND THE PERIMETER OF THE SAND BACKFILL.
CRUSHED CONCRETE AGGREGATE	CLEAN, FREE DRAINING CRUSHED CONCRETE AGGREGATE MATERIAL CAN BE USED AS BACKFILL FOR STORMTRAP'S MODULES. THE SIZE OF THIS MATERIAL SHALL HAVE 100% PASSING THE [illegible] WITH 0% TO 5% PASSING THE #8 SIEVE. THE MATERIAL SHALL BE SEPARATED FROM NATIVE MATERIAL USING GEOFABRIC AROUND THE PERIMETER OF THE BACKFILL.
MIXED AGGREGATE	STONE AGGREGATE 100% PASSING THE 1 1/2" SIEVE WITH LESS THAN 12% PASSING THE #200 SIEVE (AS M 5.20 #467) GEOFABRIC AS PER GEOTECHNICAL ENGINEER RECOMMENDATION

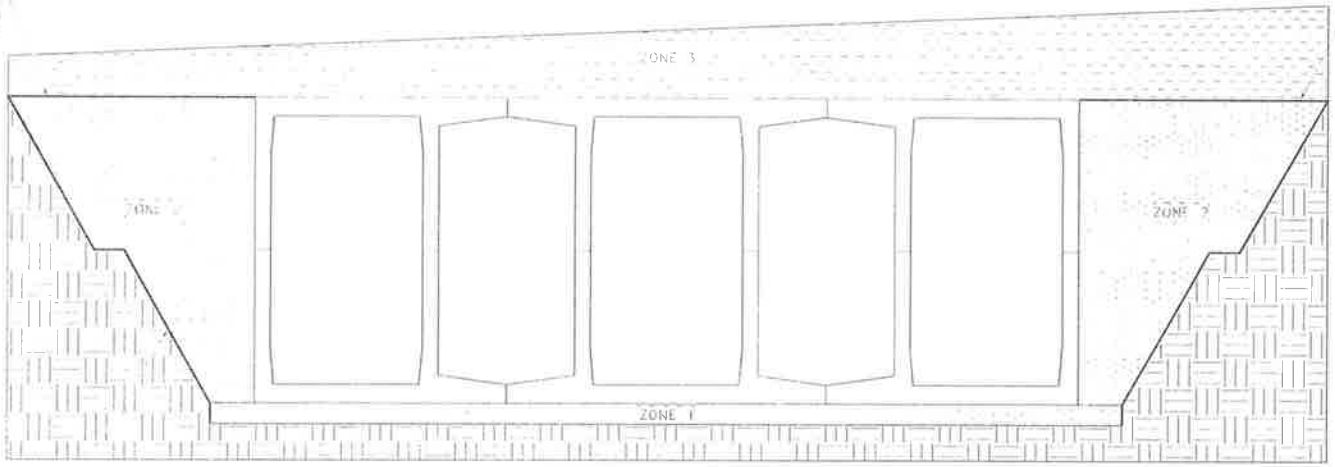
FILL DEPTH	TRACK WIDTH	MAX VEHICLE WEIGHT (TYPE)	MAX GROUND PRESSURE
12"	12"	21.8	1690 psf
	18"	56.1	1219 psf
	24"	68.1	1111 psf
	30"	76.7	1090 psf
	36"	85.9	924 psf

NOTE:
TRACK LENGTH NOT TO EXCEED 15'-0"
ONLY TWO TRACKS PER VEHICLE

STORMTRAP ZONE INSTALLATION SPECIFICATION/PROCEDURE

1. THE FILL PLACED AROUND THE STORMTRAP MODULES MUST BE DEPOSITED ON BOTH SIDES AT THE SAME TIME AND TO APPROXIMATELY THE SAME ELEVATION. AT NO TIME SHALL THE FILL BEHIND ONE SIDE WALL BE MORE THAN 2'-0" HIGHER THAN THE FILL ON THE OPPOSITE SIDE. BACKFILL SHALL EITHER BE COMPACTED AND/OR VIBRATED TO ENSURE THAT BACKFILL AGGREGATE/STONE MATERIAL IS WELL SEATED AND PROPERLY INTER LOCKED. CARE SHALL BE TAKEN TO PREVENT ANY WEDGING ACTION AGAINST THE STRUCTURE, AND ALL SLOPES WITHIN THE AREA TO BE BACKFILLED MUST BE STEPPED OR SERRATED TO PREVENT WEDGING ACTION. CARE SHALL ALSO BE TAKEN AS NOT TO DISRUPT THE JOINT WRAP FROM THE JOINT DURING THE BACKFILL PROCESS. BACKFILL MUST BE FREE DRAINING MATERIAL. SEE ZONE 2 BACKFILL CHART ON THIS PAGE FOR APPROVED BACKFILL OPTIONS. IF NATIVE EARTH IS SUSCEPTIBLE TO MIGRATION, CONFIRM WITH GEOTECHNICAL ENGINEER AND PROVIDE PROTECTION AS REQUIRED (PROVIDED BY OTHERS). ALL MODULES MUST BE SET AND ALL SIDES MUST BE FULLY BACKFILLED BEFORE TRAVEL OVERTOP THE SYSTEM IS PERMITTED. SEE NOTE 2 FOR EXCEPTIONS AND LIMITATIONS.
2. THE FILL PLACED OVERTOP THE SYSTEM SHALL BE PLACED IN MINIMUM 6" LIFTS. AT NO TIME SHALL MACHINERY OR VEHICLES GREATER THAN THE DESIGN LIVE LOAD LISTED ON SHEET 1.1 TRAVEL OVERTOP THE SYSTEM. IF TRAVEL OVER THE SYSTEM OCCURS BEFORE THE MINIMUM DESIGN COVER IS ACHIEVED, IT MAY BE NECESSARY TO REDUCE THE ULTIMATE LOAD/BURDEN OF THE OPERATING MACHINERY SO AS TO NOT EXCEED THE DESIGN CAPACITY OF THE SYSTEM. VEHICLES AND MACHINERY USED TO PLACE FILL MATERIAL ON TOP OF THE SYSTEM SHALL TRAVEL PARALLEL TO THE LONGITUDINAL AXIS OF THE STORMTRAP MODULES WHENEVER POSSIBLE.
3. THE VIBRATORY FUNCTION OF ANY ROLLER, COMPACTOR, VEHICLE, ETC. SHALL NOT BE USED OVERTOP THE SYSTEM WITHOUT PRIOR APPROVAL FROM STORMTRAP. IN SOME CASES, HAND COMPACTION MAY BE NECESSARY TO ENSURE THAT THE ALLOWABLE DESIGN LOADING IS NOT EXCEEDED.
4. STONE AGGREGATE FOUNDATION IN ZONE 1 IS FOR LEVELING PURPOSES.

GEOFABRIC/GEOTEXTILE AS REQUIRED PER APPROVED ZONE 2 BACKFILL OPTIONS.



STEPPED OR SERRATED AND APPLICABLE OSHA REQUIREMENTS (SEE INSTALLATION SPECIFICATIONS)

BACKFILL DETAIL

StormTrap
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SHEET TITLE:

DOUBLETRAP BACKFILL SPECIFICATION

SHEET NUMBER:

4.0

ACCESS OPENING SPECIFICATION

1. A TYPICAL ACCESS OPENING FOR THE STORMTRAP SYSTEM ARE 2'-0" IN DIAMETER. ACCESS OPENINGS LARGER THAN 4'-0" IN DIAMETER NEED TO BE APPROVED BY STORMTRAP. ALL OPENINGS MUST RETAIN AT LEAST 2'-0" OF CLEARANCE FROM THE END OF THE STORMTRAP MODULE UNLESS NOTED OTHERWISE. ALL ACCESS OPENINGS TO BE LOCATED ON INSIDE LEG UNLESS OTHERWISE SPECIFIED. SEE SHEET 2.0 FOR SIZES AND LOCATIONS.
2. UNLESS OTHERWISE SPECIFIED, PLASTIC COATED STEPS ARE PROVIDED INSIDE ANY MODULE WHERE DEEMED NECESSARY. THE HIGHEST STEP IN THE MODULE IS TO BE PLACED A DISTANCE OF 1'-0" FROM THE INSIDE EDGE OF THE STORMTRAP MODULE'S. ALL ENSUING STEPS SHALL BE PLACED AT A DISTANCE BETWEEN 10" MIN AND 14" MAX BETWEEN THEM. STEPS MAY BE MOVED OR ALTERED TO AVOID OPENINGS OR OTHER IRREGULARITIES IN THE MODULE
3. STORMTRAP LIFTING INSERTS MAY BE RELOCATED TO AVOID INTERFERENCE WITH ACCESS OPENINGS OR THE CENTER OF GRAVITY OF THE MODULE AS NEEDED.
4. STORMTRAP ACCESS OPENINGS MAY BE RELOCATED TO AVOID INTERFERENCE WITH INLET AND/OR OUTLET PIPE OPENINGS SO PLACEMENT OF STEPS IS ATTAINABLE
5. ACCESS OPENINGS SHOULD BE LOCATED IN ORDER TO MEET THE APPROPRIATE MUNICIPAL REQUIREMENTS. STORMTRAP RECOMMENDS AT LEAST TWO ACCESS OPENINGS PER SYSTEM FOR ACCESS AND INSPECTION
6. USE PRECAST ADJUSTING RINGS AS NEEDED TO MEET GRADE. STORMTRAP RECOMMENDS FOR COVER OVER 2' TO USE PRECAST BARREL OR CONE SECTIONS (PROVIDED BY OTHERS)

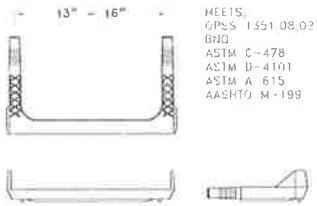
PIPE OPENING SPECIFICATION

1. MINIMUM EDGE DISTANCE FOR AN OPENING ON THE OUTSIDE WALL SHALL BE NO LESS THAN 1'-0"
2. CONNECTING PIPES MAY BE INSTALLED WITH A 1'-0" CONCRETE COLLAR AND AN AGGREGATE CRADLE (AS REQUIRED) FOR AT LEAST ONE PIPE LENGTH (SEE PIPE CONNECTION DETAIL). A STRUCTURAL GRADE CONCRETE OR HIGH STRENGTH, NON-SHRINK GROUT WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI MAY BE USED
3. THE ANNULAR SPACE BETWEEN THE PIPE AND THE HOLE SHALL BE FILLED WITH HIGH STRENGTH NON-SHRINK GROUT

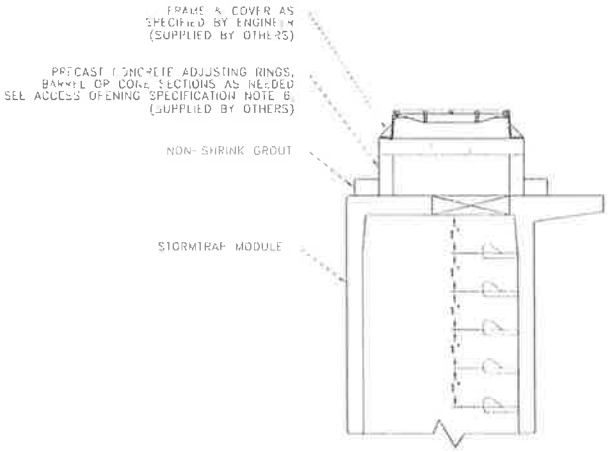
PIPE INSTALLATION INSTRUCTIONS

1. CLEAN AND LIGHTLY LUBRICATE ALL OF THE PIPE TO BE INSERTED INTO STORMTRAP.
2. IF PIPE IS CUT, CARE SHOULD BE TAKEN TO ALLOW NO SHARP EDGES. BEVEL AND LUBRICATE LEAD END OF PIPE
3. ALIGN CENTER OF PIPE TO CORRECT ELEVATION AND INSERT INTO OPENING.

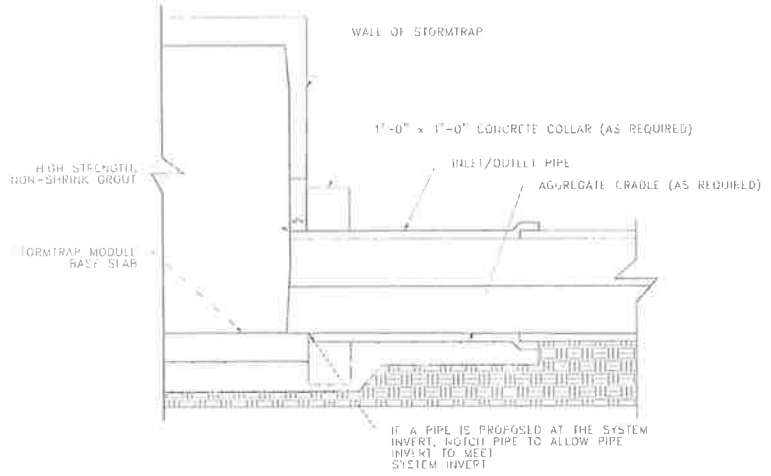
NOTE: ALL ANCILLARY PRODUCTS/SPECIFICATIONS RECOMMENDED AND SHOWN ON THIS SHEET INCLUDING BUT NOT LIMITED TO CONCRETE COLLARS, AGGREGATE CRADLES, GRADE RINGS, RISER SECTIONS, ETC., ARE RECOMMENDATIONS ONLY AND SUBJECT TO CHANGE PER THE INSTALLING CONTRACTOR AND/OR PER LOCAL MUNICIPAL CODE/REQUIREMENTS.



STEP DETAIL



RISER/STAIR DETAIL



NOTCHED PIPE CONNECTION DETAIL
WHEN PIPE INVERT IS AT
INVERT OF STORMTRAP SYSTEM

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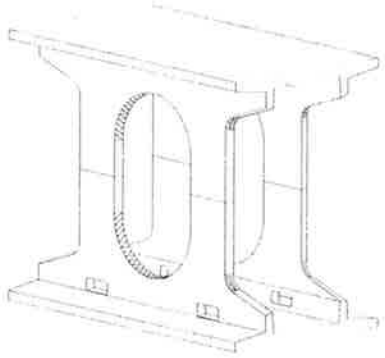
PIPE / ACCESS OPENING SPECIFICATION

SHEET NUMBER:

5.0



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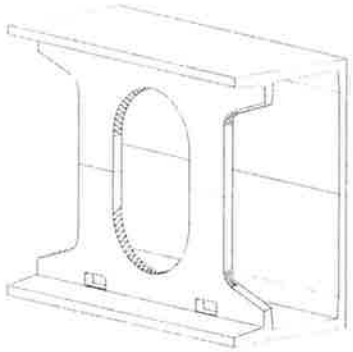

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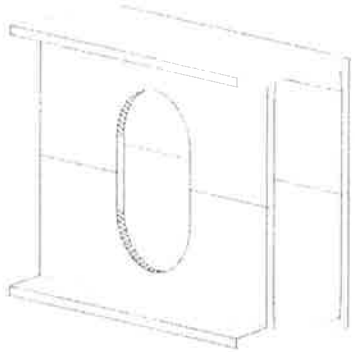

TYPE V

TYPE IV
END PANEL

NOTES:
1. OPENING LOCATIONS AND SHAPES MAY VARY.
2. SP - INDICATES A MODULE WITH MODIFICATIONS.
3. P - INDICATES A MODULE WITH A PANEL ATTACHMENT.
4. POCKET WINDOW OPENINGS ARE OPTIONAL.

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DOUBLETRAP
MODULE TYPES

SHEET NUMBER:

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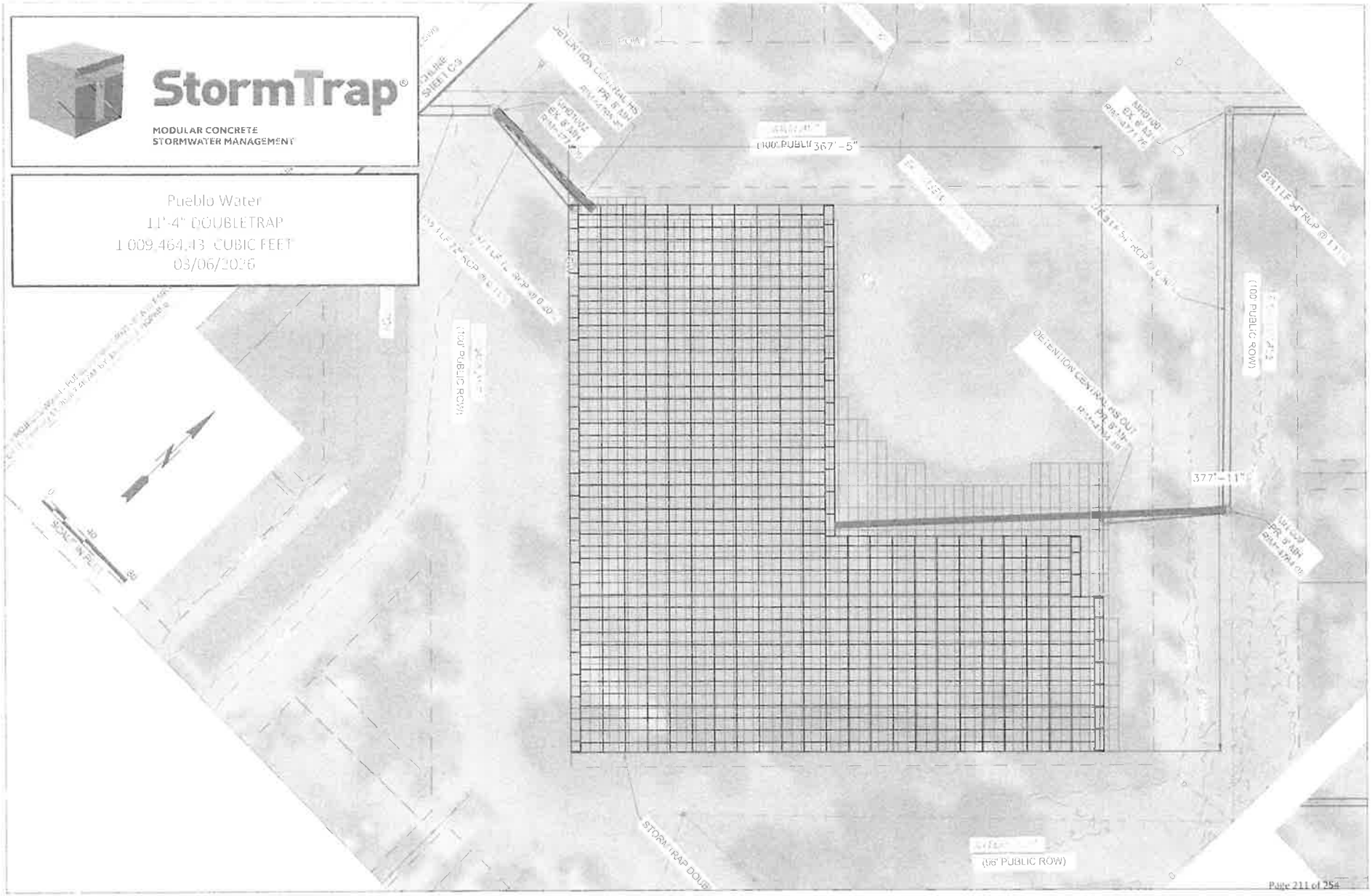

StormTrap®
MODULAR CONCRETE
STORMWATER MANAGEMENT
Pueblo Water
11'-4" DOUBLETRAP
1,009,464.43 CUBIC FEET
03/06/2026
DETENTION CENTRAL HS
DETENTION CENTRAL HS OUT
100' PUBLIC ROW
367'-5"
377'-11"
(100' PUBLIC ROW)
(96' PUBLIC ROW)
STORM TRAP DOUB
Page 211 of 254

Part 2: Excerpt from Consultant Proposal

SCHEDULE 1 – SCOPE OF SERVICE

PRELIMINARY DESIGN PHASE (60%)

The proposed improvements for the Summit Avenue realignment include upsizing pipes along Summit Avenue, separating the Summit Avenue and Carteret Avenue System into independent systems, realigning the system down Lake Avenue, and constructing a water quality pond at the end of the Summit Avenue system. The pond will be located at Henkel Park and provide treatment of stormwater prior to discharging into the Arkansas River.

The following are anticipated key meetings:

- **Kickoff Meetings –** We anticipate two kickoff meetings: one kickoff meeting will be focused on the survey with the City of Pueblo (City) Stormwater staff, RESPEC, and Harris Kocher Smith (HKS), and the other kickoff meeting will be focused on Henkel Park with City Stormwater staff, City Parks and Recreation staff, RESPEC, and Architerra Group (Architerra).
- **Client Meetings –** We anticipate six 1-hour virtual meetings with the City to update the City on progress, discuss preferences, and exchange ideas.
- **Pueblo Water Coordination Meeting –** We anticipate one 1-hour virtual meeting with the City Stormwater staff and Pueblo Water staff.
- **Bessemer Ditch Coordination Meeting –** We anticipate one 1-hour virtual meeting with the City Stormwater staff and the Bessemer Irrigating Ditch Company.
- **Field Inspection Review (FIR) Meeting –** We anticipate the FIR meeting to be 2 hours with the City Stormwater staff, City Parks and Recreation staff, subconsultants, and other relevant parties.

This task includes project budget control, monthly invoicing, project updates, scheduling updates, and project data and file management. A 2-day field visit will be conducted to assess the conditions of the current inlets within the Summit Avenue system, Henkel Park, and the proposed outfall location.

HKS will survey the topographic data for the entire corridor – which will include sidewalk, inlets, curb & gutter, roadway crown, Bessemer Ditch, and 10' grid with grade breaks at the park and outfall on the east end. HKS will determine the right-of-way and show any adjoining platted easements. Deliverables are a AutoCAD drawing with all points, TIN surface, ROW line work, and improvements along with a PDF of the survey control diagram. All work will be done in AutoCAD Civil3D on HKS standard layers. The budget excludes any traffic control permit fees, upgrading section corners or other survey monuments, preparation of land survey plats or boundary surveys, preparation of CDOT ROW plans, preparation of descriptions related to ROW acquisition or easements, and obtaining or reviewing title reports. Not to Exceed price is included in Table 4.

This task includes all work necessary for the 60% design plans of the proposed storm drainage system. The Colorado Urban Hydrograph Procedure (CUHP) and Storm Water Management Model (SWMM) from the **State Fair and Bessemer Neighborhood Drainage Improvement Plan** will be refined for the Summit Avenue system. The detention pond at Henkel Park will be designed to provide water quality over a minimum of 12-hour detention time for the Water Quality Capture Volume in accordance with the City's and the Urban Flood Districts (UFHD) criteria. The hydraulic modeling will inform the storm drainage system design in conjunction with the Subsurface Utility Engineering (SUE) Quality Level B investigation for the 60% design. A Preliminary Drainage Report will document existing conditions, hydrology & hydraulic modeling, and proposed design decisions.

This task includes 60% Construction Drawings, 60% Engineer's Opinion of Cost, and a Technical Memorandum identifying next steps for the Final Design Phase & Construction.

Not to Exceed price included in Table 1.

DELIVERABLES

- Meeting minutes
- Monthly invoice
- Preliminary Drainage Report (electronic and one hard copy)
- 60% Construction Drawings (electronic and one hard copy)
  - Cover Page, Notes and Legend, Existing Conditions and Demolition Plans, Storm Plan and Profiles, Pond Grading Plan, Pond Landscape Plans (provided by subconsultant), SUE Sheets (provided by subconsultant), and Stormwater Management Program (SWMP) Plan Sheets
- Technical Memorandum identifying next steps for Final Design Phase and Construction
  - Subsurface investigation, additional data, permits (Floodplain Development Permit, 404 Permit, Excavation Permit, etc.), or other information and requirements anticipated for the final design or construction
- 60% Engineer's Opinion of Cost
- Coordinate and Conduct a FIR meeting
- FIR Comment Responses

ASSUMPTIONS

- RESPEC will conduct two kickoff meetings:
  - City Stormwater staff, RESPEC, and HKS
  - City Stormwater staff, City Parks and Recreation staff, RESPEC, and Architerra
- No additional documentation is assumed to be required for Bessemer Irrigating Ditch Company
- No coordination with any railroad companies
- No right-of-way acquisition
- No Federal Emergency Management Agency (FEMA) floodplain modifications (No Rise, Conditional Letters of Map Revision, Letters of Map Revision, etc.)
- Survey control provided by others

FINAL DESIGN PHASE (90%)

The following are anticipated key meetings:

- **Client Meetings –** We anticipate four 1-hour virtual meetings with the City to update the City on progress, discuss preferences, and exchange ideas.
- **Pueblo Water Coordination Meetings –** We anticipate two 1-hour virtual meetings with the City Stormwater staff and Pueblo Water staff.
- **Bessemer Ditch Coordination Meetings –** We anticipate two 1-hour virtual meetings with the City Stormwater staff and the Bessemer Irrigating Ditch Company.
- **Private Utility Owner Meetings –** We anticipate eight half-hour virtual meetings with private utility owners to coordinate relocating utilities.
- **Final Office Review (FOR) Meeting –** We anticipate the FOR meeting to be 2 hours with the City Stormwater staff, City Parks and Recreation staff, subconsultants, and other relevant parties.

This task includes project budget control, monthly invoicing, project updates, scheduling updates, and project data and file management.

This task includes all work necessary to progress the 60% design plans to 90% design plans of the proposed storm drainage system. A utility test hole plan will be created for HKS to vertically locate conflicting utilities. Comments from the FIR meeting and results from the Quality Level A SUE will be incorporated into the 90% design.

The Preliminary Drainage Report will be updated to a Final Drainage Report.

The Bessemer Ditch Crossing Plan, Civil Details, Landscaping Details (provided by subconsultant), Structural Details, and SWMP narrative will be prepared as part of the 90% Construction Drawings. This task includes 90% Construction Drawings, 90% Engineer's Opinion of Cost, and Specifications.

Not to Exceed price included in Table 1.

DELIVERABLES

- Meeting minutes
- Monthly invoice
- Final Drainage Report (electronic and one hard copy)
- 90% Construction Drawings (electronic and one hard copy)
    - Bessemer Ditch Crossing Plan, Civil Details, Landscaping Details (provided by subconsultant), Structural Details, SWMP Narrative
- Specifications
- 90% Engineer's Opinion of Cost
- Coordinate and Conduct a FOR meeting
- FOR Comment Responses

ASSUMPTIONS

- Traffic Control Plans and Construction Phasing Plans are not included
- It is assumed that the Bessemer Ditch will allow open-cut excavation for stormwater crossings
- No coordination with any railroad companies
- No right-of-way acquisition
- No Federal Emergency Management Agency (FEMA) floodplain modifications (No Rise, Conditional Letters of Map Revision, Letters of Map Revision etc.)
- Survey control provided by others

SUBSURFACE UTILITY ENGINEERING (SUE) PHASE

HKS will provide SUE. The scope of work is attached in Appendix C and Not to Exceed price included in Table 1.

PREPARATION OF CONTRACT DOCUMENTS

Not to Exceed price included in Table 1.

DELIVERABLES

- 100% Stamped Construction Drawings (electronic and one hard copy)
- Stamped Final Drainage Report (electronic and one hard copy)
- Specification
- Bid Tabulation
- 100% Engineer's Opinion of Cost

- CAD Files

ASSUMPTIONS

- Revisions from the FOR meeting are assumed to be reasonable

BIDDING PHASE

The following are anticipated key meetings:

- **Client Meetings –** We anticipate two 1-hour virtual meetings with the City to support the City during the bidding phase.
- **Pre-Bid Conference –** We anticipate a 1-hour in-person meeting with accompanying 2-hour site walk with the bidders.

In addition to project budget control, monthly invoicing, project updates, scheduling updates, and project data and file management, this task includes:

1. Assisting City departments with any necessary meetings, addenda, etc.
2. Interpreting and clarifying contract documents for bidders
3. Assisting the City with requests for information from bidders and coordinating with the City for responses and required modifications
4. Preparing documentation related to any modifications that may be required

We will review bids and assist the City with contractor selection.

Not to Exceed price included in Table 1.

DELIVERABLES

- Meeting minutes
- Monthly invoice
- Respond to three requests for information
- Prepare two addenda
- Revise contract documents

ASSUMPTIONS

- The City will prepare the construction contract document

CONSTRUCTION SERVICES PHASE

In addition to project budget control, monthly invoicing, project updates, scheduling updates, and project data and file management, this task includes:

1. Assisting with the resolution of critical construction issues as needed in an "on-call" capacity (estimate 20 hours)
2. Attending pre-construction and other critical meetings as related to the project (estimate 5 hours)
3. Attending specific construction issue meetings on an on-call basis (estimate 20 hours)
4. Preparing final as-built drawings, based on redlines from the contractor

Not to Exceed price included in Table 1.

DELIVERABLES

- Meeting notes
- As-built drawings

ASSUMPTIONS

- As-built survey will be provided by the contractor or third-party surveyor.
- The City will lead the pre-construction meeting

BID ALTERNATES

LANDSCAPE ARCHITECT SERVICES

RESPEC will coordinate with Architerra to provide landscape architect services. RESPEC worked with Architerra for more than 20 years and has partnered with them on several park projects. Melissa's experience in public meetings and RESPEC's collaborative approach ensure seamless integration with Pueblo's in-house communications team. This results in a smooth public outreach process and a useful, implementable master plan tailored to the City's needs.

Not to Exceed price included in Table 2, and Architerra's full scope is provided in Appendix C.

BLIC OUTREACH

RESPEC will provide public outreach services to the City of Pueblo. Our team will coordinate with the City's Public Relations staff to support timely updates to website content and to provide documentation for posting on the City's Stormwater Utility web page, keeping the public informed of project progress, key milestones, and anticipated next steps.

RESPEC will also assist the City in preparing information and hosting one (1) public meeting; the City will coordinate the meeting location and advertising. RESPEC will develop and provide meeting materials, including a presentation slideshow and supporting exhibits/handouts, as needed. All outreach documentation and materials will be provided in English and Spanish and will be ADA compliant.

Not to Exceed price included in Table 2.

ARCHITERRA GROUP

State Fair and Bessemer Drainage Improvements

RESPEC

Fee Proposal

May 4, 2026

TASK / Personnel	Principal/ PM	Project Designer	Expenses	TOTAL
Hourly Rate	$180/hr.	$100/hr.		
Preliminary Design (60% design)				
Attend kick-off meeting	1	1		
Prepare base map/manage AutoCAD files/Xrefs	1	6		
Attend site visit	6			
Develop conceptual site and grading plan alternatives (up to 3)	12	20		
Prepare preliminary estimates of probable construction cost	2	4		
Refine alternatives based on comments	4	6		
Prepare rendered plans and images for public meeting	4	20		
Prepare for and attend public meeting	10	10		
Develop preliminary grading in CAD	3	16		
Develop preliminary planting plans	2	4		
Develop preliminary construction details	2	6		
Prepare irrigation existing conditions plan	2	[illegible]		
Prepare irrigation cut and cap plan	1	2		
Prepare irrigation mainline renovation diagram	1	3		
Attend design review meetings with RESPEC and City of Pueblo (up to 3)	3	3		
Attend design team meetings (up to 3)	[illegible]	3		
Attend FIR meeting	2	2		
Project management, coordination, and expenses	20	8	$1,000.00	
Total hours	79	122		
Total cost	$14,220.00	$12,200.00	$1,000.00	**$27,420.00**

Final Design (90% Design)				
Review and refine grading plan (prepared by RESPEC)	8	[illegible]		
Prepare planting plan	2	6		
Refine construction details	2	[illegible]		
Prepare irrigation layout plan	6	16		
Prepare irrigation schedules, legends, and notes plan	6	16		
Prepare irrigation detailing	4	12		
Refine estimate of probable construction costs	2	4		
Prepare specifications	4	12		
Attend design review meetings with RESPEC and City of Pueblo (1)	1	1		
Attend design team meetings (up to 2)	2	2		
Attend FOR meeting	2	2		
Project management, coordination, and expenses	12	4	$250.00	
Total hours	51	85		
Total cost	$9,180.00	$8,500.00	$250.00	**$17,930.00**

Contract Documents (100% Design)				
Revise drawings and specifications based on comments	6	8		
Refine estimate of probable construction costs	1	2		
Total hours	7	10		
Total cost	$1,260.00	$1,000.00	$0.00	**$2,260.00**

For Reference Only

Bid and Construction Services				
Answer bid questions/prepare addenda	1	2		
Answer construction questions/respond to RFIs	2	6		
Prepare as-builts	2	6		
Total hours	5	14		
Total cost	$900.00	$1,400.00	$0.00	**$2,300.00**

Total	**$49,910.00**

Assumptions:

- Architerra's role in this project is to collaborate with the RESPEC team for the design of modifications to Henkle Park.
- It is assumed that the modifications to Henkle Park will include the removal of the existing basketball court and some trees, grading for the detention basin, planting, and irrigation renovation. The intent is to preserve the existing playground in place. Design of modifications or replacement of the playground or other park improvements are not included in this proposal.
- Architerra will collaborate with RESPEC for the grading of the detention pone. Architerra will provide preliminary grading in CAD for RESPEC to confirm volume. RESPEC will prepare final grading plans with review and comment provided by Architerra.
- Architerra will provide renderings and boards for the public meeting, and will attend the public meeting. It is assumed that others on the REPEC team will provide Spanish language translation for presentation materials.
- City of Pueblo will advertise and provide a location for the public meeting.
- RESPEC's team will provide civil, structural, and geotechnical engineering, cultural and natural resource consulting and permitting, survey, and other work required.

For Reference Only

SCOPE OF SERVICES

HKS Utility Services (HKS) will provide SUE Investigation services for the State Fair and Bessemer Drainage Improvements project in the City of Pueblo, CO, within the limits generally outlined in red in Figure 1 below. SUE limits will include back-of-walk to back-of-walk within Right-of-Way within W. Summit Ave., Lake Ave, and Penn Ave./Ramona Avenue.

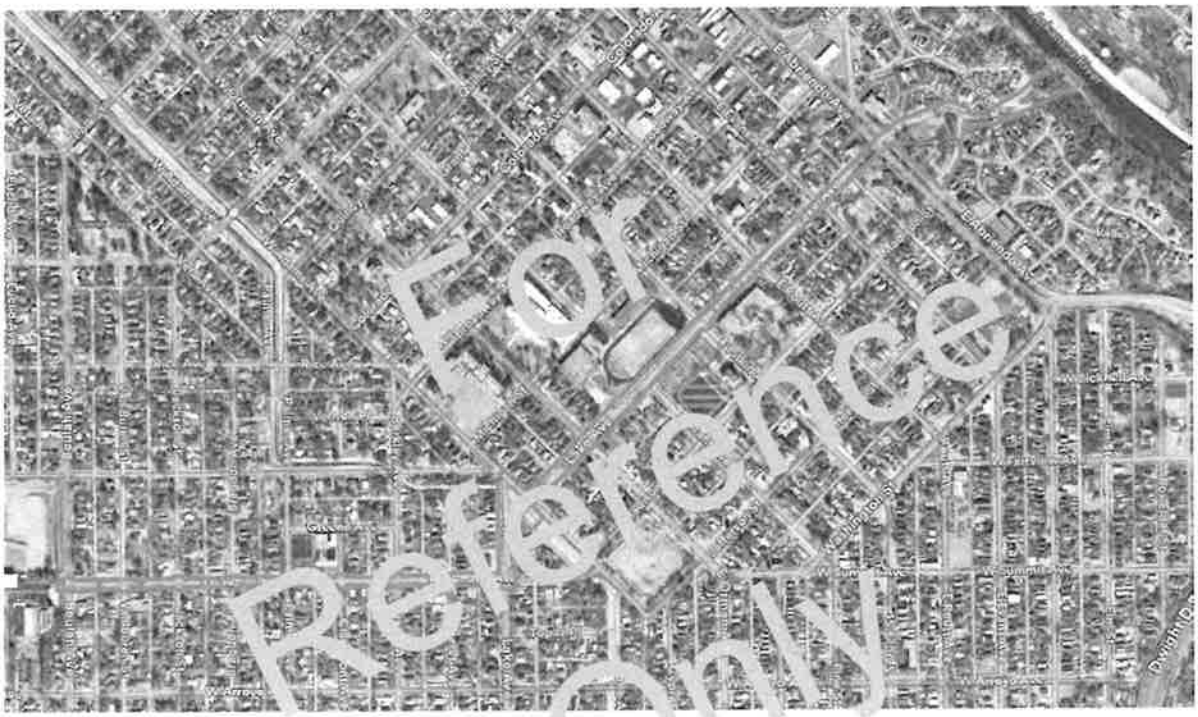


Figure 1 –SUE Limits

1) **Utility Records Research**
HKS will submit a subsurface utility engineering notification to Colorado 811, provide utility records research, and contact and/or meet with facility owners, as necessary.

2) **Utility Designation**
HKS will designate existing subsurface utilities within the proposed excavation area/SUE limits as necessary to develop utility alignments within the project area and mark the approximate location of existing utilities on the ground surface for subsequent survey. Utility mapping will be based on Quality Level (QL) B designation (if traceable using conventional electromagnetic utility detection equipment) for all "dry utilities" (electric, gas and telecommunications) and water, QL C or QL D designation for all sanitary sewers, and QL C designation for all storm sewers (unless QL B is attainable via optical methods). Utility mapping for all quality levels will include utility type, ownership, size and material, based on available record information provided by the utility owner.

3) **Utility Survey**
HKS will provide a Utility Survey of all designated utilities, based upon project control (if provided by the Client). Rim/grate and pipe invert elevations of accessible sewer manholes and inlets will be obtained within the project limits. Pipe sizes and materials will be recorded, to the extent possible, from the ground surface.

4) **Existing Utility Plan**
HKS will provide an Existing Utility Plan sealed by a Colorado Professional Engineer and an electronic CAD deliverable of the existing utility mapping. The engineer's certification is limited to proposed excavation area/SUE limits only and the Existing Utility Plan will include, but not be limited to, the following elements:

   a) Approximate horizontal utility locations;
   b) Quality level definitions;
   c) General notes;
   d) Utility discrepancies, issues, and recommendations; and
   e) Utility owner information

5) **Meetings and Project Coordination**
HKS will meet with the City of Pueblo and other project stakeholders as needed for project updates, schedules, conflicts, access issues and identified potential utility conflict locations during the project. The fee is based on a maximum of 40 SUE manager hours.

For Reference Only

6) **Utility Locating (Test Holes/Potholes)**
HKS will locate up to utilities (Test Holes/Potholes) as determined by the client. The price per hole includes necessary permit coordination and traffic control. Separate rates are provided for temporary and permanent restoration.

Excavation of materials other than soil (e.g., rock, concrete, etc.) or to depths greater than nine feet are specifically excluded from this scope of services. The Client will be notified if such conditions are encountered.

7) **Permits and Traffic Control**
Permit fees related to this project are assumed to be waived. Any required permit fees will be invoiced as a reimbursable direct expense (plus 10%), together with hourly permit coordination costs. HKS will coordinate and apply for any necessary permits for the work within public right-of-way.
HKS will coordinate and provide the necessary traffic control, and traffic control plans for the utility designation, utility survey, and utility locating work. HKS may utilize a sub-consultant for a portion or all of the traffic control work.

8) **Exclusions**
The following are items are specifically excluded from this scope of services:

a) Title commitment;
b) Right of entry to be provided by others if needed);
c) Right-of-Way determination/depiction;
d) Right-of-Way Plat Set/Ownership Map;
e) Land Survey Plats;
f) Location of easements on private property not depicted on subdivision plats;
g) Rehabilitation and or re-establishment of section corners;
h) Exploratory excavation; and
i) Quality level upgrades.

For Reference Only

ESTIMATED COST OF SERVICES

SUE INVESTIGATION	LUMP SUM FEE
1) Utility Records Research	$ 2,560.00
2) Utility Designation	$ 38,170.00
3) Utility Survey	$ 27,125.00
4) Utility Designation/Survey Traffic Control	$ 14,580.00
5) Existing Utility Plan	$ 31,200.00
6) Meetings and Coordination	$ 7,600.00
TOTAL ESTIMATED COST OF SERVICES	**$ 121,235.00**

*Permit fees (if not waived) will be invoiced as a reimbursable direct expense (plus 10%), together with hourly permit coordination costs.

SUE QUALITY LEVEL A INVESTIGATION	Unit Rate
1) Price per Hole with Temporary Restoration	$ 1,350.00
2) Price per Hole with Permanent Restoration	$ 1,640.00

For Reference Only

Attachment B

Fee Schedule

Consultant Proposal in response to RFP submitted May 6, 2026, Page 8 and Appendix D

SCHEDULE 2 – FEE SCHEDULE

Table 1: Total Proposed Cost

LINE ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT COST
1	Preliminary Design Phase	Not To Exceed	$212,750.00
2	Final Design Phase	Not To Exceed	$121,960.00
3	Subsurface Utility Engineering - SUE (Excluding Quality Level A Potholing)	Not To Exceed	$121,235.00
4	Preparation of Contract Documents	Not To Exceed	$25,005.00
5	Bidding Phase	Not To Exceed	$12,625.00
6	Construction Services Phase	Not To Exceed	$15,920.00

Table 2: Bid Alternates

LINE ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT COST
7	Landscape Architect Services	Not To Exceed	$49,910.00
8	Public Outreach	Not To Exceed	$9,825.00

Table 3: Subsurface Utility Engineering (SUE) Quality Level A

LINE ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT COST
9	Potholing with Temporary Restoration	Each	$1,350.00
10	Potholing with Permanent Restoration	Each	$1,640.00

* Unit prices shall include excavation, traffic control, survey, documentation, and complete restoration. The SUE Quality Level A will be awarded by Change Order once the total quantity of holes has been determined.

Table 4: Additional Services

LINE ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT COST
11	ROW Boundary and Topographic Survey	Not To Exceed	$150,000.00

Note: Total of Amendment No. 3 includes Line Items 1 - 8 and 11.
Line Items 9 - 10 will be awarded by separate amendment after the quantity has been determined.

2026 BILLING RATE SCHEDULE

COLORADO STAFF

Name	Title	Hourly Rate
Alan Leak, PE	Principal/Senior Project Manager	$265
Rick Moser, PE	Principal/Senior Project Manager	$260
Erfan Goharian	Practice Lead/Senior Project Manager	$260
Lee Rosen, PE	Vice President/Senior Project Manager	$255
Jessie Nolle, PE	Senior Project Manager	$240
Melissa Bryant, PE	Senior Project Manager	$240
Carolyn Macek	Project Manager	$210
Crystal Young	Project Manager	$200
Wyatt Foley, PE	Project Manager	$200
Yi Hou, PE	Project Manager	$200
Drew Kustusch, PE	Project Manager	$190
Michelle Hopkins, PE	Project Manager	$185
Lucas Roat, PE	Project Engineer	$185
Rob Naeser	Project Manager	$180
Jenna Lohmann, PE	Project Manager	$165
Jericho Rapp, PE	Project Manager	$165
Willow Hassel	Project Manager	$165
Wayne Royce, PE	Project Engineer	$160
Justin Tseng, PE	Project Engineer	$155
Ian Long, PE	Project Engineer	$150
Shannon Egger, EI	Project Engineer	$130
Sandy Kohl, EI	Engineer	$120
Nicolas Flesche, EI	Engineer	$120
Luna Salazar, EI	Engineer	$120
Connor (CJ) Lehto, EI	Engineer	$120
Brynne Wright, EI	Engineer	$120
Natalie Acosta	Senior Staff Scientist	$170
Kate Forsmark	Senior Scientist	$145
Jacob Hoeffner	Senior Scientist	$145
Maria Hall	Scientist	$140
Matt Nimerosky	Senior Designer	$145
Michael Thompson	Engineering Technician	$120
TBD	Engineering Intern	$80

Expenses	
Mileage	Regulatory Rate
Postage/Courier	At Cost
Vendor Printing and Binding	At Cost
Other Expenses	At Cost

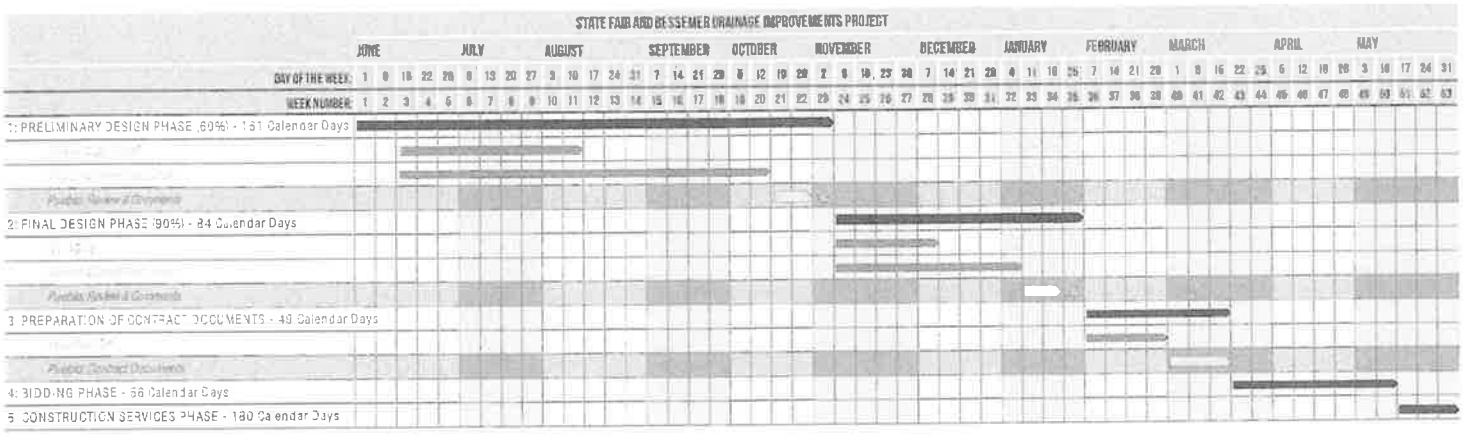
Attachment C

Work Schedule

Excerpt from Consultant Proposal in response to RFP submitted May 6, 2026, Page 9

SCHEDULE 3 – PROJECT SCHEDULE

With our current workload and staffing plan, RESPEC has the capacity to complete the professional services within the City's schedule while maintaining our high standards of care and quality.



Attachment D

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Consultant Proposal in response to RFP submitted May 6, 2026,
Pages 10 – 13 and Appendix A

SCHEDULE 4 — PERSONNEL/SUBS/TASK RESPONSIBILITY

ABOUT RESPEC

RESPEC is a 100 percent employee-owned consulting firm with more than five decades of experience delivering stormwater, water, and wastewater solutions for public agencies across the U.S. and Canada. We appreciate the opportunity to submit our proposal to the City for the Summit Avenue Realignment drainage improvements identified in the City's State Fair and Bessemer Neighborhood Drainage Improvement Plan (March 2026), including the conceptual alternative '6.4.1 Summit Avenue Realignment.'

With offices in Denver, Colorado Springs, Grand Junction, and Loveland, and a strong Front Range presence, RESPEC can provide responsive support to the City's Stormwater Department throughout preliminary and final design. Our team brings deep experience in hydrologic and hydraulic (H&H) analysis and stormwater infrastructure design, including conveyance improvements, system realignment, and water quality facilities, which are directly applicable to the proposed pipe upsizing along Summit Avenue, system separation for Summit Avenue and Carteret Avenue, realignment down Lake Avenue, and the water quality pond at Herkel Park before discharge to the Arkansas River.

Our approach is collaborative and City-focused, emphasizing clear communication, practical design solutions, and consistent quality control from kickoff through bid and construction support. We are prepared to deliver the full set of services described in the Request for Proposal (RFP), including fieldwork and survey support as needed; preliminary (60%) and final (90%) design plans and drainage reports in accordance with the City of Pueblo Drainage Criteria Manual and Standard Construction Specifications; coordination with utilities and affected stakeholders; SUE per ASCE/UESI/CI 38-22 (Quality Levels D/C/B with a post-FIR pothole plan and optional Quality Level A by amendment); preparation of stamped contract documents; assistance during bidding; and on-call construction-phase services, including as-built drawing preparation.

SUBCONSULTANTS

ARCHITERRA GROUP

ARCHITERRA GROUP – LANDSCAPE ARCHITECTURE

Architerra is a Colorado-based landscape architecture firm specializing in the design of resilient and site-responsive public spaces across the state. Founded on the principle that successful site design balances project goals, stakeholder input, context, and technical constraints, Architerra's award-winning team delivers collaborative, innovative solutions for parks, open space, and stormwater infrastructure improvements.

Architerra has a long track record working with municipal clients and engineering partners to design stormwater and drainage improvement projects that require careful integration of landscape, water quality, and public amenity goals. The Architerra process is built around active collaboration with engineers, city staff, and the public, so the design of each project is rooted in context, enhances local values, and is embraced by the community. Their studio's size and structure provide principal-level involvement throughout project delivery, with each project benefiting from both seasoned expertise and emerging talent.

Architerra has successfully partnered with RESPEC and HKS on significant channel and drainage projects, including the Lena Gulch Channel Improvements and the Dutch Creek Trail, where landscape architecture, stormwater design, and SUE services were fully integrated to create resilient, functional, and aesthetically pleasing public spaces. For the State Fair and Bessemer Drainage Improvements project, Architerra will provide full landscape architecture services, including landscape plan development, final grading and stabilization, planting, and public-facing 3D renderings as required by the RFP.

Architerra's commitment to inclusive design and collaboration supports deliverables that will not only fulfill all City and regulatory standards but will also reflect local needs and values.

HKS – SURVEY/SUE

HKS is a Colorado-based multidisciplinary consulting firm offering specialized land surveying and SUE services. Founded in 2002 and headquartered in Denver, HKS has more than 130 employees, including six licensed Professional Land Surveyors and ten Certified Survey Technicians. The firm has established a strong reputation for delivering precise, timely, and reliable SUE and survey solutions for public infrastructure, stormwater, and drainage improvement projects throughout Colorado.

HKS has significant experience in multidisciplinary teams with leading engineering and civil design consultants. Our SUE department routinely delivers utility designation and test holes to CI/ASCE 38-22 and SB 18-167 standards, supporting design accuracy, minimizing construction conflicts, and streamlining project delivery. In addition to their advanced SUE capabilities, HKS's survey team provides comprehensive design, boundary, and construction staking services using the latest technologies. HKS added in-house traffic control services in 2021, supporting efficient response and streamlined permitting for field operations.

HKS's record of successful delivery includes serving as a subconsultant to RESPEC on the Lena Gulch Channel Improvements for the City of Golden, as well as numerous stormwater, drainage, and utility projects for public sector clients. Their staff is trained to coordinate closely with municipal departments, utility owners, and regulatory agencies so all field data collection and utility investigations directly support H&H design, stakeholder coordination, and regulatory compliance.

HKS is positioned to provide the City with critical SUE and survey services for the State Fair and Bessemer Drainage Improvements project, supporting project delivery from initial field investigation through contract document preparation and construction.

KEY INDIVIDUALS

RESPEC's team structure for the Summit Avenue Realignment project is organized around senior project management and technical discipline leads to support the City's Stormwater Department through preliminary (60%) and final (90%) design, permitting, and bid/construction support. Our key individuals were selected for hands-on experience in H&H analysis, storm drain and water quality facility design, utility coordination and conflict resolution, and preparation of contract documents that meet City standards. This structure is designed to provide clear points of contact, efficient coordination with City staff and utility owners, and consistent quality assurance/quality control (QA/QC) throughout design submittals (including FIR and FOR reviews), so the City receives timely, complete, and constructible deliverables.

ALAN LEAK, PE | QA/QC & PRINCIPAL-IN-CHARGE | AVAILABILITY 10%

Alan is RESPEC's National Practice Leader and will serve as Principal-in-Charge for the City's Summit Avenue Realignment project. He has 44 years of water resources engineering experience, including stormwater master planning, H&H analysis, and design of stormwater conveyance and water quality/detention facilities, with significant coordination on utility-constrained projects. Alan has authored and coauthored more than 30 stormwater, floodplain, and water quality criteria manuals and brings a practical, constructability-focused perspective. In this role, he will provide executive oversight and technical guidance at key milestones and perform senior review of major deliverables, including the 60% (FIR) and 90% (FOR) submittals, drainage reports and supporting calculations, cost estimate assumptions, SUE integration, and stamped contract documents for bidding. Alan will also be available to advise the City during bid and construction support as needed.

MELISSA BRYANT, PE, PMP, CFM | SENIOR PROJECT MANAGER | AVAILABILITY 20%

Melissa is a Senior Project Manager with more than 25 years of water resources experience delivering stormwater planning and design for public agencies. Her work includes master planning and capital improvement prioritization, H&H modeling to identify system deficiencies, and development of practical conveyance, water quality, and green infrastructure solutions. For the Summit Avenue Realignment project, Melissa will support project leadership by helping maintain schedule and deliverable quality through the 60% (FIR) and 90% (FOR) design phases. She will provide senior coordination and review for H&H analyses, drainage report narratives, and water quality concepts (including the Henkel Park pond), and help align decisions with City criteria and stakeholder needs.

MICHELLE HOPKINS, PE | PROJECT MANAGER | AVAILABILITY 20%

Michelle is a Project Manager and Water Resources Engineer with 9 years of experience delivering stormwater infrastructure, water quality improvements, and channel restoration across Colorado. She served as Project Manager for the City's State Fair and Bessemer Neighborhood master drainage planning effort and brings strong experience in detention and water quality facility design, roadway drainage and storm sewer design, drainage reports, permitting support, and construction-phase services. On the Summit Avenue Realignment project, Michelle will lead coordination with the City's Stormwater Department; manage scope, schedule, and budget; deliver 60% (FIR) and 90% (FOR) design submittals and drainage reports; coordinate utility owners and incorporate SUE; and oversee contract documents, bid support, and as-built's.

JESSIE NOLLE, PE, CFM | QA/QC LEAD | AVAILABILITY 10%

Jessie is a Senior Project Manager with 27 years of water resources experience focused on stormwater infrastructure and water quality improvements. She has led and reviewed complex municipal projects involving roadway drainage, storm sewer systems, utility conflict resolution, detention and water quality ponds, drop structures, and channel improvements, and routinely reviews drainage reports and jurisdictional submittals for criteria compliance. As QA/QC Lead for the Summit Avenue Realignment project, Jessie will provide independent technical and constructability reviews at the 60% (FIR) and 90% (FOR) milestones, focusing on City standards, pond details at Henkel Park, incorporation of SUE findings, and contract document clarity and bidcability.

IAN LONG, PE | PROJECT ENGINEER | AVAILABILITY 30%

Ian is a Project Engineer with more than 6 years of civil engineering experience delivering planning, design, and permitting for stormwater, utilities, and roadway improvements across Colorado's Front Range, including work in Pueblo. His stormwater expertise includes designing collection and conveyance systems (inlets, storm drain piping, and open channels) and water quality/volume control facilities such as detention/retention ponds, underground detention, bioretention, sand filters, and swales. Ian prepares drainage reports, SWMPs, and construction plan sets for agency review, balancing criteria compliance, utility constraints, and constructability. For Summit Avenue Realignment, he will support 60% (FIR) and 90% (FOR) design plans, Herkel Park pond design, SUE integration, and contract documents.

JUSTIN TSENG, PE, CFM | PROJECT ENGINEER | AVAILABILITY 25%

Justin is a Professional Engineer and Certified Floodplain Manager with 8 years of experience in drainage design, stormwater management, and land development. His work includes H&H calculations, flood studies, drainage reports, site grading, and utility layout for municipal, residential, commercial, and institutional projects. Justin has supported roadway improvements, detention pond design, utility reroutes, and master-planned developments, advancing projects from planning through permitting and construction documents. He coordinates with municipalities, utility providers, contractors, and clients, and provides technical guidance to engineering staff to support efficient, well-documented project delivery.

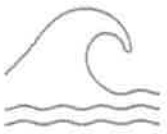
CJ LEHTO, EI | STAFF ENGINEER | AVAILABILITY 20%

CJ is a Staff Engineer with 2 years of experience supporting municipal stormwater planning and design in Colorado. He earned a B.S. in Civil Engineering through the Colorado Mesa University and University of Colorado Engineering Partnership Program (May 2024). For the City's Stormwater Master Plan (State Fairgrounds/Bessemer area), CJ developed baseline H&H analyses and PCSWMM models to identify undersized infrastructure and evaluate alternatives such as pipe upsizing, alignment adjustments, and detention concepts, with experience directly applicable to the Summit Avenue Realignment. His tools include AutoCAD Civil 3D, ArcGIS Pro, PCSWMM/EPA SWMM, HEC-RAS, and HY-8/Hydraulic Toolbox. CJ will support modeling, plan production, drainage report development, and SUE integration for FIR/FOR submittals.

RELEVANT EXPERIENCE

88TH AVENUE ROADWAY WIDENING

Description of Services: MHFD contracted with RESPEC to provide engineering services for a Major Drainageway Planning Study and Flood Hazard Area Delineation (FHAD) for the Second Creek Tributaries, Buffalo Run, Prairie Dog Draw, and Henderson Creek watersheds. The stakeholders included the MHFD, the City of Commerce City, the City of Aurora, the City and County of Denver, the Denver International Airport, and Unincorporated Adams County. Each of the reports outlines the alternative analysis performed to identify areas of existing and future flood risk problems related to stormwater in the watersheds and to develop alternatives that sufficiently address the problems. Project stakeholders and sponsors were engaged in the process to identify constraints that could make a potential alternative infeasible. Peak discharges within each of the 16 tributaries were evaluated for the 2-, 5-, 10-, 25-, 50-, 100-, and 500-year return period storm events. All conditions were evaluated for existing, future, and natural conditions. A 1D and SWMM model were developed for existing conditions as well as for future conditions to model potential alternatives and determine the most feasible alternatives. As part of this process, RESPEC coordinated with all stakeholders to review the models and provide feedback on inconsistencies and ground truth the models. RESPEC also developed the FHAD for FEMA submittal and approval. The Henderson Creek underwent the public process and was completed in March 2025. The Second Creek Tributaries are currently undergoing the public review/outreach process and is anticipated to be completed by February 2026. Buffalo Run and Prairie Dog Draw are undergoing reviews, with the public process planned for Spring 2026.



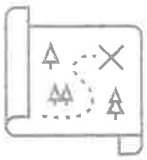
EAGLE GRAND AVENUE

Description of Services: The Green Acres Tributary Channel Improvement project, led by RESPEC, has successfully transformed and stabilized approximately 4,500 linear feet of stream while protecting an existing 42-inch waterline and incorporating a Corspan culvert under the proposed Belford Avenue. The project's scope also included the development of a regional trail along the corridor, enhancing connectivity within the community.

RESPEC's innovative design approach involved working within a platted easement to increase the stream corridor width to 110 feet, creating a meandering bankfull channel. The project incorporated step-pool and riffle-pool functions, reducing six grouted, sloping drops to two sculpted concrete drops. The project also eliminated a regional detention pond initially proposed in the master plan based on modeling and analysis. The Green Acres Tributary project required significant coordination, communication, and management because of the involvement of numerous stakeholders with different interests. RESPEC successfully navigated these complexities by maintaining effective collaboration and stakeholder engagement throughout the project.

The project was completed in the Summer of 2022, with RESPEC providing construction support services. RESPEC is currently preparing a LOMR and as-built plans to document the project's outcomes. The Green Acres Tributary Channel Improvement project exemplifies RESPEC's commitment to transforming streams and enhancing community connectivity. By delivering innovative designs, comprehensive analysis, and effective project management, RESPEC has contributed to improving water resources and creating recreational opportunities.

This project showcases RESPEC's stream restoration expertise and ability to navigate complex stakeholder dynamics. Through meticulous planning, efficient design, and effective construction oversight, RESPEC has successfully transformed the Green Acres Tributary, creating a sustainable and resilient environment for the community.



MACANTA PARK

Description of Services: RESPEC partnered with WHFD to deliver multi-phase watershed planning and advanced hydrologic modeling for the First Creek and Second Creek basins, helping WHFD integrate new development, address flood risks, and engage stakeholders across multiple jurisdictions. This experience aligns closely with the City's project, showcasing RESPEC's ability to deliver actionable, community-driven solutions for complex stormwater management challenges.

RESPEC has partnered with WHFD on a series of multi-phase projects designed to protect communities and stream corridors throughout the First Creek and Second Creek watersheds as urban development accelerates. Facing the challenges of integrating new developments,

evolving regulatory requirements, and community expectations, MHFD turned to RESPEC for our deep expertise in H&H modeling, stakeholder coordination, and innovative master planning.

Our work includes reviewing and updating the CUHP and SWMM models to assess the impacts of detention pond construction, shifting sub-catchment boundaries, and increased imperviousness. RESPEC led the development of an online master drainage plan and FHAD for First Creek, serving as a pilot for future digital master plans, by identifying flood-prone areas, vulnerable infrastructure, and recommending targeted upgrades with detailed cost estimates and maintenance plans. RESPEC successfully navigated these complexities while maintaining effective collaboration and stakeholder engagement throughout the project.

On the Second Creek Tributaries and West Fork, RESPEC conducted comprehensive alternative analyses to address both existing and future flood risks across 16 tributaries, collaborating closely with multiple municipalities, the Denver International Airport, and MHFD. We provided scenario modeling for current, future, and natural conditions, developed FEMA-compliant flood hazard area delineations, and coordinated public outreach for transparent, consensus-driven planning. The ongoing work is delivering robust, accessible plans that help MHFD manage growth while reducing flood risk and preserving watershed health.

RESPEC

ALAN J. LEAK, PE

QA/QC & PRINCIPAL-IN-CHARGE

TECHNICAL EXPERTISE

- Water and Wastewater Infrastructure
- Water Rights
- Stormwater Management

EDUCATION

- BS in Civil Engineering, Colorado State University, Fort Collins, Colorado (1981)

REGISTRATIONS & LICENSES

- Professional Engineer in Colorado and Nevada

PROFESSIONAL MEMBERSHIPS

- American Counsel of Engineering Companies (ACEC)
- Colorado Association of Stormwater and Floodplain Managers (CASFM)
- Colorado Water Congress (CWC)

WORK HISTORY

- RESPEC (2013–Present)
- WRC Engineering, Inc. (1981–2013)

OVERVIEW

Before joining RESPEC in 2013, Alan Leak served as the President of WRC Engineering, Inc. (WRC) in Denver, Colorado, and held other roles for WRC since 1981. Alan has 44 years of extensive experience in all aspects of water resources engineering, including water supply transmission and distribution, wastewater collection, expert water rights engineering services, and stormwater management and flood control. His responsibilities include business development, project management, and leading teams of RESPEC employees in solving critical water-resource engineering problems.

TECHNICAL EXPERIENCE

Stormwater Management. Alan's stormwater management responsibilities include project management, stormwater master planning, floodplain management, and drainage facility design and construction. His stormwater master planning projects have included major drainage and outfall systems planning and alternative analyses. Alan's floodplain management experience includes hydrologic and hydraulic analyses, floodplain modeling, floodplain delineation, and Federal Emergency Management Agency (FEMA) map revision processing. He has provided expert testimony before the Colorado Water Quality Control Commission regarding municipal water quality issues. He has authored and coauthored over 30 stormwater, floodplain, and water quality manuals throughout the United States.

PROJECT EXPERIENCE

STORMWATER DESIGN

Jennie Adair Regional Water Quality Improvements, Aspen, Colorado. Alan was the project manager in charge of providing complete planning, design, and construction management services for this project. Project facilities entailed storm sewer lines, two pretreatment sedimentation vaults, and a water quality/detention pond. The storm sewer portion included approximately 300 feet of 54-inch reinforced concrete pipe (RCP) and 240 feet of 38-inch by 60-inch horizontal elliptical RCP.

Basin 6 Storm Sewer Design, Arapahoe County, Colorado. Alan was the project manager in charge of planning, preliminary, and final design of approximately 2,500 linear feet of an 18- to 60-inch RCP storm sewer system. Work included design, right-of-way (ROW) determination, and coordination with private parties and utility companies. The project included an alternative for jacking or shoring of a 60-inch RCP between two existing buildings.

Outfall System W-5 Channel Design, Arapahoe County Water and Wastewater Authority (ACWWA), Arapahoe County, Colorado. This project consisted of designing and constructing approximately 1,100 linear feet of channel improvements from Detention Pond W-5 to Windmill Creek and a portion of the Windmill Creek main channel. Channel improvements included constructing a wetland bottom channel, two grouted sloping boulder drop structures, a vertical drop structure with baffle blocks, an 8-foot by 4-foot reinforced concrete box culvert, and wetlands mitigation.

Carson Freeway Drainage Facilities Design, Carson City, Nevada. Alan was the project manager in charge of preparing a feasibility study for drainage facilities for the proposed US 395 Bypass in Carson City for the Nevada Department of Transportation (NDOT). This project also included master planning of Carson City to coordinate future facilities with the US 395 Bypass facilities. His responsibilities included preparing hydrologic criteria and managing hydrologic modeling of a 45-square-mile area. Alan conducted progress meetings with NDOT and Carson City staff while directing analysis of alternatives for the US 395 Bypass and on-site detention ponds to enhance water quality of highway drainage.

RESPEC

MELISSA BRYANT, PE, PMP, CFM

SENIOR PROJECT MANAGER

OVERVIEW

Melissa Bryant brings more than 25 years of experience as a Senior Project Manager in water resource engineering, offering clients comprehensive expertise in stormwater master planning. By leveraging her watershed management and ecosystem restoration background, Melissa ensures that projects meet regulatory requirements and advance sustainable planning and development goals. Her proven ability to lead multi-disciplinary teams results in efficient project execution and innovative solutions tailored to complex water resource challenges. Melissa excels in collaborating with federal, state, and municipal agencies, delivering resilient strategies for water resource planning and flood disaster resilience. Her commitment to sustainable development provides clients with strategic advantages in achieving long-term environmental and operational success.

TECHNICAL EXPERTISE

- Stormwater Management
- Stream Restoration
- Green Infrastructure
- Water Resource Sustainability & Resiliency
- Water Rights Engineering
- Watershed Master Planning
- Environmental Permitting
- Parks & Trails

EDUCATION

- MS in Urban and Regional Planning, The University of Texas at San Antonio, San Antonio, TX (2018)
- BS in Agricultural Engineering, Texas A&M College Station, TX (1999)

REGISTRATIONS & LICENSES

- Professional Engineer in Colorado, No. 0038548
- Professional Engineer in Texas, No. 88671
- Certified Floodplain Manager, No. 22[illegible]-12M
- Project Management Professional, No. 1610786

PROFESSIONAL MEMBERSHIPS

- American Water Works Association
- National Association of Flood & Stormwater Management
- Urban Land Institute
- American Planning Association
- National Society of Professional Engineers
- Texas Society of Professional Engineers

HONORS & AWARDS

- 2022 American Water Works Association George Warren Fuller Awardee

WORK HISTORY

- RESPEC, 2008–Present
- San Antonio River Authority, 2002–2020

PROJECT EXPERIENCE

State Fair & Bessemer Stormwater Drainage Improvement Plan, Pueblo, Colorado. Melissa serves as Senior Project Manager for the Drainage Improvement Plan, leading the team and partnering with City staff to develop long-term stormwater solutions. The plan improves stormwater conveyance, reduces flooding, and advances detention and water quality enhancements. Under Melissa's leadership, the team developed three conceptual alternatives to support final design and construction.

Municipal Separate Storm Sewer System (MS4) Strategic Transportation Green Infrastructure Master Plan, City and County of Denver, Department of Transportation and Infrastructure (DOTI), Colorado. Melissa served as the Senior Project Manager for the DOTI Strategic Plan, where she spearheaded the development of a comprehensive strategy to enhance water quality in future transportation projects. By analyzing water quality requirements and integrating citywide goals, Melissa ensured that the projects deliver multiple benefits, including heat reduction, improved safety, equity, and urban flooding mitigation. This innovative approach meets regulatory standards and advances sustainable urban development, offering strategic advantages to stakeholders and enhancing community resilience.

Louisville Stormwater Drainage Plan, City of Louisville, Colorado. As Senior Project Manager, Melissa is leading a strategic initiative to identify and prioritize capital improvement projects for the City of Louisville over the next decade. By assessing the current state of the City's stormwater system under various rainfall scenarios, Melissa ensures that the plan effectively addresses critical areas of concern. Her coordination with the City's public relations team facilitates community engagement, allowing residents to provide valuable input on problematic areas through an updated website interface. This proactive approach results in a forward-looking plan that prepares the City for future challenges and enhances resilience and community involvement.

Wheat Ridge Stormwater Master Plan, City of Wheat Ridge, Colorado. As the Senior Project Manager, Melissa is leading the development of a comprehensive Stormwater Master Plan for the City of Wheat Ridge. This initiative addresses the City's maintenance, infrastructure, and capital needs by evaluating and implementing a robust capital improvement plan and stormwater utility fee. Melissa's leadership ensures that the plan integrates updates to the City's Unified Development Code (UDC) and enhances public accessibility through a dedicated website. By assessing growth projections, system capacity, and asset replacement needs, Melissa delivers a dynamic master plan that meets current demands and is adaptable for future updates as projects are completed. This strategic approach provides the City with a sustainable framework to manage stormwater effectively, ensuring long-term resilience and operational efficiency.

RESPEC

MICHELLE HOPKINS, PE

PROJECT MANAGER

OVERVIEW

Michelle Hopkins boasts 9 years of experience as a water resources engineer with an emphasis on stormwater infrastructure, water quality improvements, and channel restoration. She has worked as a trusted technical lead for 5 years at RESPEC. Before working at RESPEC, Michelle worked as a general civil engineer on land development projects in the front range, mostly the Town of Superior, where she designed utility infrastructure, minor roadways, and ADA accessible parking lots and sidewalks. She has extensive experience designing detention basins, modeling and designing drainage systems for roadway widening projects and large mixed-use developments, and providing construction management services. Michelle also has experience writing drainage reports and floodplain modification studies and reviewing construction plans and drainage reports for multiple municipalities.

TECHNICAL EXPERTISE

- Hydrology and Hydraulics
- Water Quality Improvements
- Construction Document Preparation
- Stream Restoration & Channel Design
- Erosion Control & Environmental Management
- Construction Management & Quality Control
- Master Drainage Plans
- Floodplain Analysis
- Project Management & Coordination
- Technical Documentation & Reporting
- Team Leadership & Mentoring
- Client Consultation & Collaboration

EDUCATION

- MS in Biosystems Engineering, Environmental and Natural Resources, Oklahoma State University (2016)
- BS in Biosystems Engineering, Environmental and Natural Resources, Oklahoma State University (2014)

REGISTRATIONS & LICENSES

- Professional Engineer in Colorado

PROFESSIONAL MEMBERSHIPS

- Colorado Association of Stormwater and Floodplain Managers (CASFM)

WORK HISTORY

- RESPEC (2021–Present)
- [illegible] Resources, LLC (2016–2021)

PROJECT EXPERIENCE

Grand Avenue, Town of Eagle, Colorado. Michelle was the subconsultant senior project engineer to Stolfus and Associates for the Colorado Department of Transportation and the Town of Eagle. The project involved widening nearly one mile of Grand Avenue, including an oversized multi-modal path and three proposed roundabouts to improve traffic circulation. She was responsible for designing the stormwater system, construction, and permanent water quality features, and the sanitary sewer and water line replacements throughout the project area. Her design successfully addressed key challenges, including railroad right-of-way constraints, legacy drainage patterns directing Old Town runoff toward Grand Avenue, and unknown existing utility conflicts.

88th Avenue Widening, Commerce City, Colorado. Michelle is the project engineer as a subconsultant to ESI, Inc. for the drainage and water quality improvements associated with the widening of 1.5 miles of E 88th Avenue between Brighton Road and Highway 2 and a 0.5-mile stretch of Rosemary Street south of East 88th Avenue. The project includes a new storm drainage system, provides water quality treatment for the improvements, and has a small pump station at the downstream end near Brighton Road to convey runoff to the existing system of culverts under I-76 south of E 88th Avenue.

U.S. 50 Roundabout, Colorado Department of Transportation (CDOT), Salida, Colorado. Michelle serves as the subconsultant project manager to Stolfus and Associates for CDOT and the City of Salida. The project includes drainage improvements and permanent water quality features for the proposed U.S. 50 and Oak Street roundabout. Her responsibilities include team leadership, stormwater infrastructure design, preparation of construction documents and drainage reports, development of stormwater management plans, cost estimating, comment resolution, and timely delivery of all project submittals.

Sampson-Robinson WQ Pond Retrofit, City of Aurora, Colorado. Michelle is the lead project engineer for the final design phase of the pond. The pond was not easy to maintain, had a large area of standing water, and was an eyesore for the community. The goal for the pond is to remove the excess standing water in accordance to the state's regulations and make the site maintenance eligible through the VHFD Maintenance Eligibility Program, as well as meet these goals within the City's budget. The final design includes pond regrading, a new outlet structure, a concrete trickle channel for easier maintenance, and a FEMA LOMR post-construction. The result will be a higher-functioning, lower-maintenance water quality pond providing improved water quality treatment, easier maintenance access, improved ecological diversity and function, an enhanced trail experience, and significant aesthetic improvement for the community.

RESPEC

JESSICA H. NOLLE, PE, CFM

QA/QC LEAD

OVERVIEW

Jessie Nolle has 27 years of experience leading quality assurance/quality control (QA/QC) for water resources and municipal stormwater projects, including hydrologic and hydraulic analyses, storm sewer and detention/water quality facility design, and floodplain mapping support. As a QA/QC Lead, she provides independent technical review of drainage reports and design submittals (30%–90%), confirms conformance with local drainage criteria and standard specifications, and verifies key assumptions, calculations, constructability, and coordination with utilities and permitting needs. Her experience includes review and support for FEMA CLOMR/LOMR applications, stormwater quality improvements, and capital improvements projects where clear documentation and risk-aware decision-making are critical.

TECHNICAL EXPERTISE

- Water Resources Engineering
- Water Rights Analysis
- Stormwater and Floodplain Management
- Hydrology and Hydraulics
- Flood Control Facility Design
- Stormwater Master Planning

EDUCATION

- BS in Civil Engineering (Summa Cum Laude), University of Missouri–Columbia, Columbia, MO, 1987

REGISTRATIONS & LICENSES

- Professional Engineer (PE) in Colorado
- Certified Floodplain Manager

PROFESSIONAL MEMBERSHIPS

- American Society of Civil Engineers (ASCE)
- Colorado Association of Stormwater and Floodplain Managers (CASFM)

WORK HISTORY

- RESPEC (2013–Present)
- URS (2007–2013)
- Burns & McDonnell (1988–2007)

PROJECT EXPERIENCE

88th Avenue Widening, Commerce City, Colorado. Jessie is the project manager as a subconsultant to WSB, Inc. for the drainage and water quality improvements associated with widening 1.6 miles of East 88th Avenue between Brighton Road and Highway 2 and approximately 0.6 mile of Rosemary Street south of East 88th Avenue. The project includes a new storm drainage system and provides water quality treatment. Because the system lacks a gravity outfall to the South Platte River, the storm drainage system includes a small pump station at the downstream end near Brighton Road to convey runoff to an existing system of culverts under I-76 south of East 88th Avenue. The storm trunk line is oversized to provide storage of the 100-year runoff volume, and three junction boxes along the trunk line will be fitted with orifice plates to limit flow into the pump station to between 2 and 4 cfs. The storm trunk line must pass under both the O'Brian Canal and the Union Pacific Railroad. Extensive coordination with the South Adams County Water and Sanitation District was required because of multiple existing water line conflicts. Water quality treatment will be provided at each inlet per the City's Municipal Separate Storm Sewer System (MS4) Permit. Because of funding constraints, the project was divided into three segments: A, B, and C, with Segment A, the most downstream segment, being constructed first.

Rosemary Street Widening, Commerce City, Colorado. Jessie was the project manager as a subconsultant to WSB, Inc. for the drainage and water quality design associated with the widening and improvements to Rosemary Street between East 80th Avenue and East 88th Avenue. The project included over half a mile of new storm drainage system and two new water quality and detention ponds. Right-of-way, easements, roadway cover, and utility conflicts influenced the design. The new water quality and detention ponds were designed in interim and final conditions so that the water quality capture volume (WQCV) could be provided immediately, and the ponds could be expanded as development progressed to provide hydraulic detention. RESPEC developed plans and specifications, quantities, and an engineering construction cost opinion. RESPEC also provided construction phase services support.

State Highway 62 Roadway and Infrastructure Improvements, Colorado Department of Transportation (CDOT), Ridgeway, Colorado. Jessie was the project manager and technical lead for the drainage design associated with the State Highway (SH) 62 roadway improvements in the Town of Ridgeway as a subconsultant to Davis Evans and Associates. The project included designing 1,712 linear feet of storm sewer ranging from 12 to 48 inches in diameter, 24 inlets, and several curb inlet and cross culverts along SH 62 to provide drainage to the Uncompahgre River. The storm sewer was designed and developed using UD-Sewer 2009 v1.40 and UD-Inlet v3.14. Right-of-way, roadway cover, and utility conflicts influenced the design in several cases and often necessitated relocating or protecting existing utilities or designing special inlets. The project also required characterizing drainage patterns and developing hydrology. RESPEC coordinated with CDOT, the Town of Ridgeway, and Davis Evans and Associates as well as with other subconsultants to avoid conflicts with other project improvements including lighting and trees. RESPEC developed plans and specifications, quantities, and an engineering construction cost opinion. RESPEC also provided construction phase services support.

RESPEC

IAN S. LONG, PE

PROJECT ENGINEER

TECHNICAL EXPERTISE

- Site and Land Development
- Stormwater Management
- Water and Wastewater Systems
- Transportation Infrastructure

EDUCATION

- BS in Civil & Environmental Engineering, Virginia Polytechnic Institute and State University, Blacksburg, VA (2019)

REGISTRATIONS & LICENSES

- Professional Engineer in Colorado (No. 64229)

WORK HISTORY

- RESPEC (2026–Present)
- Raptor Civil Engineering (2023–2025)
- R&R Engineers-Surveyors, Inc. (2022–2023)
- Bowman Consulting (2021–2022)
- Bohler (2019–2021)

OVERVIEW

Ian Long has more than 6 years of experience in civil engineering, including planning, design, and permitting for site and land development, stormwater management, water and wastewater systems, and transportation infrastructure. Ian has conducted design work for sites along the entire Colorado Front Range from Fort Collins to Pueblo. Ian's expertise lies in balancing physical engineering constraints, jurisdictional requirements, and stakeholder needs to produce a sound, safe, and comprehensive design that is both simple and cost-effective to construct. Ian hopes to use his engineering expertise to improve and protect both manufactured and natural resources in the communities where he practices.

TECHNICAL EXPERIENCE

Site and Land Development. Ian has more than 6 years of experience in the development of commercial, industrial, residential, and institutional sites, including retail stores, restaurants, fuel stations, distribution centers, single-family subdivisions, multifamily residential, including townhomes and apartments, and community gathering places. Ian has been involved in all stages of development projects, including site due diligence, concept, construction-level design, jurisdictional approvals, and construction administration.

Stormwater Management. Ian has more than 4 years of experience in the design and permitting of stormwater management and water quality systems, including detention and retention ponds, underground detention, bioretention and sand filter facilities, grass swales, and grass buffers. Ian has designed stormwater collection and conveyance systems, including inlets/drains, stormwater piping, and open channels. Ian has produced drainage reports and stormwater master plans for jurisdictional review to demonstrate compliance of the design with all local, state, and federal requirements.

Water and Wastewater Systems. Ian has more than 5 years of experience in the design and permitting of water distribution systems, including water pipeline extensions, public potable water mains, fire sprinkler mains, and domestic service lines. Ian also has experience in the design and permitting of wastewater systems, including public sewer mains, sewer force mains, and sewer service lines. Ian has produced utility reports describing site water and wastewater demand and improvement plans detailing water and wastewater improvements for jurisdictional review and construction.

Transportation Infrastructure. Ian has more than 3 years of experience in the design of transportation infrastructure improvements. Ian has designed public roadway improvements, including full roadway construction, additional travel and turn lanes, and safety improvements. Ian also has experience in the design of streetscape improvements, including amenity areas, sidewalks, and pedestrian safety improvements. Ian has prepared detailed improvement plans detailing transportation improvements, including plans, profiles, and cross sections for jurisdictional review and construction.

RESPEC

JUSTIN TSENG, PE, CFM

PROJECT ENGINEER

OVERVIEW

Justin Tseng is a Professional Engineer and Certified Floodplain Manager with eight years of experience in land development, drainage design, and stormwater management. His background includes hydrologic and hydraulic calculations, flood studies, drainage reports, utility layout, site grading, and stormwater documentation. He has supported single-family development, multi-family projects, commercial sites, pad sites, and educational facilities from conception through permitting and construction documents. Justin also provides technical guidance to engineering staff and coordinates with municipalities, contractors, and clients to support successful project delivery.

TECHNICAL EXPERTISE

- Land Development
- Drainage Design
- Site Grading
- Utility Layout

EDUCATION

- BS in Civil Engineering, Southern Methodist University, Dallas, TX (2018)
- BS in Mathematics, Southern Methodist University, Dallas, TX (2018)
- BA in Chemistry, Southern Methodist University, Dallas, TX (2018)

REGISTRATIONS & LICENSES

- Professional Engineer in Colorado (No. PE.0066398) and Texas (No. 145543)
- Certified Floodplain Manager (CFM)

WORK HISTORY

- RESPEC (2026–Present)
- LJA Engineering, Inc. (2023–2026)
- KFM Engineering and Design (2020–2023)
- Started Consulting Services, Inc. (2018–2020)
- Started Consulting Services, Inc. (2017)

PROJECT EXPERIENCE

88th Avenue Widening, WSB, Commerce City, Colorado. Justin supported the drainage design of the widening of 88th Avenue and Rosemary Street in Commerce City, Colorado. His work included storm design and utility realignment as well as stormwater management plan design. He assisted in reviewing and advancing the project from conception through permitting and preparing construction documents for the city of Commerce City.

Greenwood Gulch Redirection, Keenan Fitzpatrick, Englewood, Colorado. Justin worked on the design for the existing utility reroute for the Greenwood Gulch redirection. His work included rerouting the existing City Ditch into a storm system and rerouting water and sanitary lines around the proposed Greenwood Gulch Channel grading.

Mile High Flood District (MHFD) Pond W-9 Retrofit Design, MHFD, Centennial, Colorado. Justin supported the design of Pond W-9, a detention pond in Centennial, Colorado. His work included designing forebay and outfall structures and overall pond grading.

The following projects were completed with previous employers:

Elora Residential Development, Miller United, Aurora, Colorado. Justin supported the design of Elora, a single-family residential development in Aurora, Colorado, consisting of approximately 250 lots. His work included advancing the project from conception through permitting and preparing construction documents for the adjacent Delbert Road improvements.

Burgess Development, Burgess, Sterling Ranch, Colorado. Justin supported the Burgess development in Sterling Ranch, Colorado, by preparing and submitting the Phase I Drainage Report. He also performed utility layout and site and corridor grading for the proposed development and provided technical guidance to engineers-in-training supporting the project.

Cross Creek Meadows Phase 1 & 2, Taylor Morrison, Celina, Texas. Justin designed two phases of the Cross Creek Meadows single-family residential development in Celina, Texas, with each phase consisting of approximately 300 lots. He advanced the project from conception through permitting and performed a downstream analysis on Wilson Creek to confirm that the development would not create adverse downstream impacts.

Ellis Estates, Greenbrick, Waxahachie, Texas. Justin designed Ellis Estates, a single-family residential development in Waxahachie, Texas, consisting of approximately 150 one-acre lots. His responsibilities included advancing the project design and preparing a flood study report for review by the City of Waxahachie.

RESPEC

CJ LEHTO, EI

STAFF ENGINEER

OVERVIEW

CJ Lehto is a Staff Engineer with experience supporting municipal stormwater planning and design projects. He has worked on hydrologic and hydraulic analyses, storm sewer evaluations, and development of design alternatives for drainage improvements. CJ regularly uses AutoCAD Civil 3D ArcGIS Pro, PCSWMM, and HEC-RAS to evaluate system capacity, identify flooding deficiencies, and support preliminary and final design efforts. His experience includes preparing drainage reports, developing stormwater infrastructure alternatives, and supporting detention and water quality solutions for urban stormwater systems.

TECHNICAL EXPERTISE

- Hydraulic/ Hydrologic Analysis
- Computer Aided Design
- Major Drainage Plans
- Stormwater Management Plans/Grading Erosion and Sediment Control Plans
- Stormwater Control Measure Design
- Technical Report Writing
- Fieldwork

EDUCATION

- BS in Civil Engineering, Colorado Mesa University and University of Colorado Engineering Partnership Program, Grand Junction, CO (2024)

REGISTRATIONS & LICENSES

- Engineer in Training (EIT) in Colorado

PROFESSIONAL MEMBERSHIPS

- Colorado Association of Stormwater and Floodplain Managers (CASFM), Member (2024–Present)
- American Society of Civil Engineers (ASCE) Member (2024–Present)

WORK HISTORY

- RESPEC (2024–Present)
- Stoney Creek Golf Course (2017–2023)

PROJECT EXPERIENCE

Stormwater Master Plan, City of Pueblo, Pueblo, Colorado. CJ performed the baseline hydrologic and hydraulic analysis of the stormwater infrastructure near the Bessemer Neighborhood and State Fairgrounds. Using the hydrologic and hydraulic analysis from ArcGIS Pro, he created a model of the city's stormwater infrastructure in PCSWMM to determine where the stormwater infrastructure was undersized and where there may be flooding issues. Once the areas of interest were determined, he developed alternatives, including different pipe alignments, increased pipe sizes, and possible locations for detention ponds, to help reduce the amount of flooding caused by undersized pipes.

Jordan Road Inlet Evaluation, Southeast Metro Stormwater Authority, Centennial, Colorado. CJ designed an overflow swale for an inlet that was having flooding issues to prevent water from overtopping onto a road in AutoCAD Civil 3D. The swale was designed to carry water that flows over a weir to a different inlet that had capacity for the increased runoff. The swale design also included an emergency overflow to prevent water from backing up. He then created construction drawings and grading, erosion, and sediment control plans for the design.

Henderson Creek MDP Amendment, Henderson, Colorado. RESPEC was tasked with creating alterations and removal of major stormwater infrastructure elements within the Henderson Creek MDP watershed. CJ analyzed the outcomes of increased flood risks caused by these changes. The implemented solutions included revisions to the regional, extended detention basins with the hydraulic models as well as updates to channel and culvert capacity calculations.

Central Park Phase III Improvements, Architerra, Arapahoe County, Colorado. CJ performed an analysis of the drainage across Central Park for the existing and proposed conditions. He designed BMPs using the Mile High Flood District's Stormwater Measure Control (SCM) Design Workbook while prioritizing the park's aesthetic to help treat the increased runoff from the added improvements to the park. He wrote a drainage report explaining the evaluation of the existing and proposed conditions for Central Park and discussed how the designed BMPs treat the increased runoff from the park. He also designed the grading, erosion, and sediment control plans.

Stormwater Master Plan, City of Wheat Ridge, Wheat Ridge, Colorado. CJ performed the baseline hydrologic and hydraulic analysis of the city's stormwater infrastructure by using ArcGIS Pro to aid in the data collection and processing of hydrologic soil groups, zoning areas, and topography to Citywide hydrology and hydraulics modeling. Using the hydrologic and hydraulic analysis from ArcGIS Pro, he created a model of the city's stormwater infrastructure in PCSWMM to determine where the stormwater infrastructure was undersized and where there may be flooding issues.

EDUCATION

Bachelor of Science in Engineering, Civil/Environmental Concentration
Calvin College

PROFESSIONAL LICENSES

Professional Engineer:
Colorado

YEARS OF EXPERIENCE: 12

HKS TENURE: 5.5

TYLER HANNA, PE

ROLE: SUE MANAGER

Tyler Hanna is the SUE Manager. He joined the team in 2020 and has twelve years of experience in civil, environmental, and field services, including development review, site design, water resource management and modeling, geotechnical investigations, and permitting. Mr. Hanna is responsible for coordinating and performing SUE investigations in accordance with SB 18-167. He conducts review meetings with field crews and reviews existing utility plans to provide observations and recommendations.

RELEVANT PROJECT EXPERIENCE

Tyler served as the SUE Project Engineer / SUE Manager for the SUE investigations listed below.

- CDOT Eisenhower-Johnson Memorial Tunnel, Dillon, CO
- CDOT R1 Signals–Denver, Wheat Ridge, Lakewood, Arvada, CO
- CDOT I-70 & Quail Run Interchange, Watkins, CO
- City of Denver CDOT Corridors, Denver, CO
- City of Aurora Parker/Quincy/Smoky Hill, Aurora, CO
- SEMSWA Dove Creek Channel Restoration, Aurora, CO
- City/County of Denver (CCD) Broadway & I-25 Wedge
- City/County of Broomfield U.S. 287/120th Ave Sidepath Infill
- Tributary B Outfall, Douglas County, CO
- CCD Mill Levy 20 Traffic Signal Upgrade Monaco Pkwy
- Anthem Ranch Road, Broomfield, CO
- CCD Mill Levy 22 Traffic Signal Upgrades
- CCD Bruce Randolph intersections
- Arista Street Light Project, Broomfield, CO
- Buckley Rd and Iliff Ave, Aurora, CO
- Ralston Trunk Sewer Replacement, Arvada, CO
- CCD South Broadway Multimodal Corridor
- Centennial Communications Upgrade, Centennial, CO
- Ken Pratt Blvd & Alpine St Improvements, Longmont, CO

Tyler served in an engineering capacity for the projects listed below.

- Xcel Preservation Trail and Betts Ranch Road, Parker, CO
- Xcel 12675 Liberty Boulevard, Douglas County, CO
- Xcel Quebec/470, Douglas County, CO
- Xcel US Hwy 85 Electric Douglas County
- City of Aurora Parker/Quincy/Smoky Hill, Aurora, CO
- Xcel 16th St Mall Gas Main Relocation, Denver CO
- Xcel 16th St Mall Electric Feeder Relocation, Denver, CO

HKS CIVIL

AARON MURPHY, PLS

ROLE: SURVEY PRINCIPAL

Aaron Murphy serves as a Senior Vice President and Survey Manager, overseeing a team responsible for topographic surveys, legal surveys, and construction staking. He has a long-standing tenure at HKS, joining the firm in 2004 and stepping into leadership in 2013. He has overseen the expansion of the survey department and was an advisor during the formation of the SUE department. He has comprehensive expertise in managing complex surveying and mapping initiatives for major infrastructure, hydraulic design, and municipal improvement projects.

RELEVANT PROJECT EXPERIENCE

SEMSWA Cottonwood Creek at Briarwood Ave–Centennial, CO
Survey Principal for a detailed topographic design survey for a section of Cottonwood Creek between Arapahoe Road and Briarwood Avenue. The goal of the project was to expand the creek to increase water flows to mitigate flood events. Section corners along with property corners were recovered to place a record boundary on the survey. Survey control was set and based upon the Arapahoe County Control Network. Underground utilities were marked and included in the topographic survey.

CCBWQA Cherry Creek in Cherry Creek State Park
Survey Principal for surveying services as a part of a project team tasked with stabilizing approximately 1,400 feet of shoreline (encompassing a 4-acre project area) on the west shoreline of the Cherry Creek Reservoir. HKS survey teams conducted a design survey which included project control, topographic survey, utility survey, and wetland determination (as determined by others).

City of Aurora RCP Condition Assessment–Aurora, CO
Survey Principal for topographic survey base mapping for design in support of the rehabilitation of two concrete flat-bottom channels. The survey areas consisted of two corridors: the Wagner channel is approx. 3250' and the ACME Tributary is approx. 2,100'.

City/County of Denver Hampden Heights Storm Sewer Improvements
Survey Manager in charge of construction surveying and as-builts for storm sewer improvements. HKS worked with a construction division to install new inlets, pipe open-ditch drainage, and replace obliterated property corners.

City/County of Denver University & Josephine Storm Sewer Improvements
Survey Manager in charge of surveying services for road and storm sewer improvements. Teams provided QA/QC checks on obliterated property corners and range points replaced by contractor's surveyor after completion of construction.

Lefthand Creek Post Flood Surveys–Longmont, CO
Survey Manager for topographic surveys along the Lefthand Creek Open Space corridor to map post-flood damage to pedestrian pathways, bridges, and stream channel. This work followed up on as-builts and previous topo surveys done by HKS for stream channel, pathway, and bridge improvements along the same corridor prior to flooding.

PROFESSIONAL LICENSES

Professional Land Surveyor: Colorado

PROFESSIONAL AFFILIATIONS

Professional Land Surveyors of Colorado (PLSC)

YEARS OF EXPERIENCE: 26+

HKS TENURE: 21.5

HKS CIVIL

James St. George-Schreder

PROJECT DESIGNER

James graduated in 2024 from the University of Minnesota with a master's degree in landscape architecture. Growing up in Minnesota, his connection to the natural world and its systems was fostered by his proximity to lakes and all the microsystems they cultivate.

While in college, James worked as a landscape design assistant specializing in planting design with a focus on improving water quality, improving pollinator habitats, and increasing the number of native plants in the Twin Cities metro area. Working with people to help them improve their community and everyday lives is what James appreciates most about landscape design.

ARCHITERRA GROUP

QUALIFICATIONS

Bachelor of **Environmental Design**
University of Minnesota Twin Cities, 2022

Master of **Landscape Architecture**
University of Minnesota Twin Cities, 2024

EMPLOYMENT HISTORY

Project Designer | The Architerra Group | 2024-present

RELEVANT PROJECTS

Grey Hawk Park | Colorado Springs, CO

Sand Creek at Coleman Park | Colorado Springs, CO

Green at 38th | Wheat Ridge, CO

Purgatoire River Vision Plan | Trinidad, CO

South Boulder Creek | Boulder, CO

High Line Canal North Aurora | Aurora, CO

SE Denver Skatepark | Denver, CO

Bluffs Regional Park Trail Repairs | Douglas County, CO

FHPRD Signage Master Plan | Jefferson County, CO

Leyden Rock Master Planning | Arvada, CO

First Creek Regional Detention | Aurora, CO

Bow Mar Park | Bow Mar, CO

Parker PSCO Trail | Parker, CO

Dutch Creek Trail | Jefferson County, CO

Jackass Hill Park | Littleton, CO

Macanta Regional Park | Douglas County, CO

Mark Taylor PLA, ASLA, CLARB

PRINCIPAL / PROJECT MANAGER

ARCHITERRA GROUP

QUALIFICATIONS

Bachelor of Science in
Landscape Architecture
University of Kentucky, 1996

Registered Landscape Architect in Colorado and Wyoming

- American Society of Landscape Architects (ASLA)
- Certified, Council of Landscape Architectural Registration Boards (CLARB)
- Landscape Architectural Registration Examination (LARE) Grader
- CLARB LAIC Member

RELEVANT PROJECTS

High Note Regional Park

Wheatlands Park

High Plains Park

The Green at 38th

Foothills Park Renovations

Village Greens North

Grey Hawk Park

Cornerstone Park Pickleball Courts and Ballfields

Jackass Hill Park

Aurora Central Recreation Center Park

Progress Park

Huntington Caley/Goldsmith Gulch

deKoevend Park Renovation

Simpson Mine Park

Wynetka Ponds Park

Parkfield Park

East Ranch Park

Bluffs Regional Park

Civic Center Rehabilitation

Clement Park Improvements

Roxborough Park Master Plan

Carmody Park Pickleball Courts

Easton Regional Park Ballfields

Southbridge Park

Sand Creek Channel at Coleman Park

Additional Information for Amendment

System for Award Management (SAM.gov) Registration

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s)

SAM.GOV®

RESPEC COMPANY, LLC

REVIEWED
By Christina Garcia at 11:13 am, May 13, 2026

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
U6LZYFKE2GD6	**892V7**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Oct 14, 2026**	
Physical Address	Mailing Address	
3824 Jet DR **Rapid City, South Dakota 57703-4757** **United States**	**3824 Jet DR** **Rapid City, South Dakota 57703-4757** **United States**	

Business Information

Doing Business as	Division Name	Division Number
RESPEC CO LLC	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
South Dakota 00	**South Dakota / United States**	**www.respec.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Oct 16, 2025	**Oct 14, 2025**	**Feb 13, 2019**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jun 11, 1969	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
0F536	**RE/SPEC INC.**

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?

N

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**	**Limited Liability Company**
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	892V7

Points of Contact

Electronic Business

Phil Welling, CFO

3824 Jet DR.
Rapid City, South Dakota 57703
United States

Government Business

Elaine Harlan, Government Practice Manager

7770 Jefferson NE
Suite 200
Albuquerque, New Mexico 87109
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541715	Research And Development In The Physical, Engineering, And Life Sciences (Except Nanotechnology And Biotechnology)
	541320	Landscape Architectural Services
	541330	Engineering Services
	541360	Geophysical Surveying And Mapping Services
	541370	Surveying And Mapping (Except Geophysical) Services
	541380	Testing Laboratories And Services
	541511	Custom Computer Programming Services
	541512	Computer Systems Design Services
	541513	Computer Facilities Management Services
	541519	Other Computer Related Services
	541611	Administrative Management And General Management Consulting Services
	541612	Human Resources Consulting Services
	541618	Other Management Consulting Services
	541620	Environmental Consulting Services
	541690	Other Scientific And Technical Consulting Services
	541990	All Other Professional, Scientific, And Technical Services
	561210	Facilities Support Services
	562211	Hazardous Waste Treatment And Disposal
	562910	Remediation Services
	611420	Computer Training

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States
Any

Counties
(blank)

Metropolitan Statistical Areas
(blank)

Summary

For this Record...

Filing history and documents
Trade names
Get a certificate of good standing
File a form
Subscribe to email notification
Unsubscribe from email notification
Subscribe to text notification
Unsubscribe from text notification

Business Home
Business Information
Business Search

FAQs, Glossary and Information

Details			
Name	RESPEC Company, LLC		
Status	Good Standing	**Formation date**	01/29/2019
ID number	20191087750	**Form**	Foreign Limited Liability Company
Periodic report month	January	**Jurisdiction**	South Dakota
Principal office street address	3824 Jet Dr, Rapid City, SD 57703-4757, US		
Principal office mailing address	3824 Jet Dr, Rapid City, SD 57703-4757, US		

Registered Agent	
Name	Colorado Registered Agents Inc
Street address	1500 N GRANT ST, STE R, Denver, CO 80203, US
Mailing address	1500 N GRANT ST, STE R, Denver, CO 80203, US

Filing history and documents
Trade names
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,

RESPEC Company, LLC

is an entity formed or registered under the law of South Dakota . 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 20191087750 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/11/2026 that have been posted, and by documents delivered to this office electronically through 05/13/2026 @ 10:56:54 .

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 05/13/2026 @ 10:56:54 in accordance with applicable law. This certificate is assigned Confirmation Number 18554668 .

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."

COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY
ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, contract employee, consultant, independent contractor, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of contracting for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

(a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No X. (If you answered "no" please proceed to signature section at bottom of this page.)

(b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? For purposes of responding to this question, an "affiliated party" includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation. Yes ____, No____.

If you answered "yes" please state which of the above entities best describes your business:

_____.

(c) If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future contract or other arrangement for services between you and the City of Pueblo.

Please provide the name, address, date of birth, and social security number of each such PERA Retiree. If more than two, please attach a supplemental list.

Name	Address	DOB	Social Security Number
Name	Address	DOB	Social Security Number

Failure to accurately complete, sign and return this document to the City of Pueblo may result in you being denied the privilege of doing business with the City of Pueblo.

Company Name: RESPEC Company, LLC

Authorized Signature: _____ Title: Principal

Printed Name: Alan J Leak Date: 10/18/2028

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/29/2026

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

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

PRODUCER
Black Hills Insurance Agency
PO Box 3330
Rapid City SD 57709-3330

CONTACT NAME: Roxanne Weimer
PHONE (A/C, No, Ext): 605-342-5555 FAX (A/C, No): 605-342-7901
E-MAIL ADDRESS: roxanneweimer@blackhillsagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company of America	25666
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : Charter Oak Fire Insurance Company	25615
INSURER D : Berkshire Hathaway Specialty Insurance Company	22276
INSURER E :	
INSURER F :	

INSURED RESPINC-01
RESPEC Inc.; RESPEC Company, LLC
3824 Jet Drive
Rapid City SD 57703

COVERAGES **CERTIFICATE NUMBER:** 650161320 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		6300D556518	4/1/2026	4/1/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X XCU						MED EXP (Any one person)	$ 5,000
	X CONTRACTUAL						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			8108M968901	4/1/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUP3N191090	4/1/2026	4/1/2027	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		Y	UB3K232410	4/1/2026	4/1/2027	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	PROFESSIONAL LIABILITY POLLUTION LIABILITY			47-EPP-320835-05	4/1/2026	4/1/2027	EACH CLAIM AGGREGATE	$10,000,000 $10,000,000

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

24-098 State Fair and Bessemer Neighborhood Drainage Improvements and Analysis. The City of Pueblo, it's agents, officers and employees are listed as additional insureds

CERTIFICATE HOLDER

City of Pueblo, a Municipal Corporation
230 S. Mechanic Street
Pueblo CO 81003
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: RESPINC-01
LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Black Hills Insurance Agency	RESPEC, Inc.; RESPEC Company, LLC 3824 Jet Drive Rapid City, SD 57703
POLICY NUMBER SEE PAGE 1	
CARRIER SEE PAGE 1 / NAIC CODE	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

Schedule of Named Insureds (General Liability, Commercial Auto & Workers Compensation):
RE/SPEC, Inc.; RESPEC Company, LLC;
PDC, Inc. dba PDC Engineers; North Star Holding Company, LLC;
Morgan Worldwide Consultants, Inc.; SSG, LTD; Mine Development Associates, Inc.; TerraSource, LLC;
POD, Inc.; Progressive Water Resources, LLC; JDS Hydro Consultants, Inc.;
Haight & Associates, Inc.; DeLisi Fitzgerald, Inc.; Enviromin, Inc.;
EarthRes Group, Inc.; EarthRes Engineering & Geology, PC; Musser Engineering, Inc.;
Albertson Engineering, Inc.

Schedule of Named Insureds (Engineering Professional Liability, IT Professional Liability, Data & Privacy Liability & Commercial Excess):
RE/SPEC, Inc.; RESPEC Company, LLC;
PDC, Inc. dba PDC Engineers; North Star Holding Company, LLC;
Morgan Worldwide Consultants, Inc.; SSG, LTD; Mine Development Associates, Inc.; TerraSource, LLC;
POD, Inc.; Progressive Water Resources, LLC; JDS Hydro Consultants, Inc.;
Haight & Associates, Inc.; DeLisi Fitzgerald, Inc.; Enviromin, Inc.;
EarthRes Group, Inc.; EarthRes Engineering & Geology, PC; Musser Engineering, Inc.;
Albertson Engineering, Inc.;
RESPEC Consulting, Inc.;
RSI Consulting, Inc.

Additional policy information:
*Data & Privacy Liability (including IT Professional)
Columbia Casualty Company 6052512085 04/01/2026 - 04/01/2027 Each Claim/Aggregate $5,000,000/$5,000,000
*Commercial Crime
Continental Casualty Company 6052512491 04/01/2026 - 04/01/2027 Employee Theft $3,000,000 Employee Theft of Client $3,000,000

Underlying Excess Schedule (Canadian Exposure):
*Commercial General Liability
Travelers Insurance Company of Canada UXTRV30846 04/01/2026 - 04/01/2027 Limit $1,000,000/$2,000,000
*Employers Liability Coverage
Travelers Insurance Company of Canada UXTRV30846 04/01/2026 - 04/01/2027 BI Each Occurrence Limit $1,000,000 BI Each Employee Limit $1,000,000
*Hired & Non-owned Auto Liability
Travelers Insurance Company of Canada UXTRV30846 04/01/2026 - 04/01/2027 Hired Automobile Limit $1,000,0000

Underlying Excess Schedule (Foreign Exposure):
*Commercial General Liability
Travelers Property Casualty Company of America ZGC-16P27953 04/01/2026 - 04/01/2027 Limit $1,000,000/$2,000,000
*Employers Liability Coverage
Travelers Property Casualty Company of America ZGC-16P27953 04/01/2026 - 04/01/2027 BI By Disease Employee Limit $1,000,000 BI By Disease Each Employee Limit $1,000,000 BI By Accident Each Accident Limit $1,000,000
*Hired & Nono-wned Auto Liability
Travelers Property Casualty Company of America ZGC-16P27953 04/01/2026 - 04/01/2027 Hired & Non-Owned Automobile Limit $1,000,0000

Coverage provided when contractually required:
*Blanket Additional Insured (except for Workers Compensation & Professional Liability) for Ongoing & Completed Operations
*Blanket Waiver of Subrogation (for PL only for Clients & Project Owners)
*Blanket Primary & Non-contributory (GL, Commercial Auto & Excess only)
*Unmanned Aircraft (Drone) included in General Liability coverage
*30-day notice of cancellation or material change
*Commercial Excess is written on following form basis

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Docusign Envelope ID: 9CC6616F-619B-8834-8058-268DA67A1C07

City Clerk's Office Item # R1

city of PUEBLO colorado

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 26, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE LOT 10, BLOCK 5, SHULLS SUBDIVISION FROM O-1, NEIGHBORHOOD OFFICE ZONE DISTRICT TO R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone 0.78 acres located north of Siena Dr. and east of 5417 N Siena Dr. from Neighborhood Office (O-1) Zone District to Single-Family Residential (R-2) Zone District.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property was originally annexed into the City on January 4, 2005, as a portion of the Bandera/Siena Annexation. The parcels that are being resubdivided concurrently with this case were zoned O-1, Neighborhood Office District, on April 11, 2005. The original intent of zoning to the O-1 district was to construct commercial businesses along Siena Dr. One such commercial office building, addressed 5417 Siena Dr., was constructed in 2007, but the remaining portion of the subject property has remained undeveloped. The eastern portion of the property, where the developed commercial site is located, will remain O-1, but now the applicants intend to rezone the western portion to R-2 in order to construct single-family residences comparable to the homes in the surrounding Regency Ridge neighborhood.

The subject property is designated by the Regional Comprehensive Plan as Suburban Residential, which is consistent with this requested rezoning into an R-2 district.

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FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their February 11, 2026, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-25-20 Pellecchia Rezoning

Docusign Envelope ID: 9CC6616F-619B-8834-8058-268DA67A1C07

ORDINANCE NO. 11175

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE LOT 10, BLOCK 5, SHULLS SUBDIVISION FROM O-1, NEIGHBORHOOD OFFICE ZONE DISTRICT TO R-2, SINGLE-FAMILY RESIDENTIAL 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 O-1, Neighborhood Office District to R-2, Single-Family Residential District:

LOT 10 BLK 5 SHULLS SUB ALL IN SW4 SW4 9-21-65 ALSO THAT POR OF VAC JONES AVE ADJ #1630543 FORMERLY #15-093-31-026

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 May 11, 2026.

Final adoption of Ordinance by City Council on May 26, 2026.

DocuSigned by:
Mark Aliff
B7A4F51922AB482...
President of City Council

Action by the Mayor:

☒ Approved on 05/27/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A05956D7BCA462...
Mayor

Docusign Envelope ID: 9CC6616F-619B-8834-8058-268DA67A1C07

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:
Clyde Bishop
F1C1AF8727B149A...

_____
City Clerk

LOT 9
BLOCK 5
SHULL'S SUBDIVISION
(RECORDED JULY 14, 1987)
BOOK 2B, PAGE 43 RECEPTION NO. 23507
O-1 ZONE DISTRICT
(NEIGHBORHOOD OFFICE DISTRICT)

LOT 19
BLOCK 5
SHULL'S SUBDIVISION
(RECORDED JULY 14, 1987)
BOOK 2B, PAGE 43 RECEPTION NO. 23507
O-1 ZONE DISTRICT
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N=1570562.8510
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N=1570463.8376
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N=1570423.8990
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594' (P)
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N09°19'02"E
TO NGS CONTROL MO

PLATTED AS
WASHINGTON AVENUE

BLOCK 1
REGENCY RIDE SUBDIVISIC
10TH FILING
(RECORDED FEBRUARY 23, 2001)
RECEPTION NO. 1370809

R-2 ZONE DISTRICT
(SINGLE FAMILY RESIDENTIAL)

FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP (ILLEGIBLE)

LOT 39

PLATTED AS
FLORIDA AVENUE
GOODNIGHT ARROYO

N01°01'22"W 143.07'

LOT 1
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18067 Sq.Ft., 0.415 Acres
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Parcel contains
16060 Sq.Ft., 0.369 Acres
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TOP PINK PLASTIC CAP ON NO. 4 REBAR
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92.03'
S00°59'40"E 99.03'

7' TO BE DEDICATED AS PUBLIC RIGHT OF WAY
PARCEL CONTAINS 2452 SQ FT OR 0.056 ACRES

146.04'

SOUTHERLY RIGHT-OF-WAY LINE
SIENA BOULEVARD

RADIAL

S14°45'08"E

N14°45'08"W
RADIAL

S16°12'30"E
RADIAL

L=82.47'
Δ=8°45'01" R=540.00'

L=42.30'
Δ=4°30'20" R=540.00'

C1

23.18'

VACATED JONES AVENUE
(RECEPTION 1540844)

76.82'

S75°14'55"W 100.00'

L=7.15'
R=460.00' Δ=09°36'35"

S89°01'38"W 379.08'

S89°01'24"W 145.38'

S89°01'40"W 734.88'

40' 40'
80'

BOULEVARD

SIENA

S59°59'16"W 55.27'

R=500.00' L=123.64' Δ=14°10'04"

N14°43'45"W
RADIAL

S75°14'55"W 99.99'

CENTERLINE

R=500.00' L=120.23' Δ=13°46'38"

SOUTHERLY RIGHT-OF-WAY LINE SIENA BOULEVARD

PARCEL A
SUBDIVISION EXEMPTION
NO. 2004-002
(RECORDED JUNE 16, 2004)
RECEPTION NO. 1570781
R-2 ZONE DISTRICT
(SINGLE FAMILY RESIDENTIAL)

ARKANSAS VALI

S30°38'12"E 9640'

N00°54'22"W 34620.48'

EXISTING ZONING

0 30 60
SCALE: 1"=30'

PROPOSED ZONING

0 30 60
SCALE: 1"=30'

PLOT DATE: 9/7/2025 PLOTTED BY: Darlene

DK Horn
Engineering
& Design Inc.

2441 S PRAIRIE AVE
PUEBLO, CO 81005
TEL 719.696.8274

STAMP:

PELLECCHIA SUBDIVISION

SIENA DRIVE
PUEBLO, COLORADO 81005

REZONE

PROJECT NUMBER: 2025-021
DRAWN BY: DKH
REVIEWED BY: DKH
DATE: 9/8/2025

ISSUE RECORD:

ZONING EXHIBIT

C0

CASE NUMBER Z-25-20

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 1509331027 Pellecchia Sub to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

11-25-25 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 1509331027 Pellecchia Sub, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

11-25-25 Photo uploaded in Computer file by Planner 12-17-25
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

Alexandra Aznar

Samuel Hernandez Jr.

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, February 11, 2026, 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:38 pm. with Chairman Mike Castellucci presiding.

Commissioners Present: Brett Boston, Mike Castellucci, Patrick Avalos, Alexandra Aznar, Elizabeth Bailey, Cheryl Spinuzzi, James Salazar

Commissioners Absent: N/A

Staff Members Present*:* Laura Portis, Assistant City Attorney; Beritt Odom, Director of Planning and Community Development; Mikaylin Hackley, Planner; and Hannah Prinzi, Planner.

Staff Members Absent: N/A

Approval of the Agenda: Bailey moved to amend the agenda, rescheduling item Z-25-26 to the March 11, 2026, meeting and approve the agenda as amended, seconded by Salazar.

Motion Passed: 7-0.

Public Meeting: N/A

Public Hearing:

Z-25-20 Rezone: A rezoning of 0.78 acres, parcel #1509331027 in the Pellecchia Subdivision, located north of Siena Dr. and east of Bandera Pkwy from Neighborhood Office (O-1) District to Single-Family Residential (R-2) District. Staff Report by Mikaylin Hackley, Planner. *Continued from January 14, 2026.*

Hearing: Applicants Randy Reeves and Richard Pellecchia were sworn in and spoke in support of the application. Donald Metzger was also sworn in and spoke in opposition.

Commission Action: Bailey moved to recommend the rezone application, seconded by Spinuzzi, be forward to City Council.

Motion Passed: 7-0

October 27, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Darlene Horn for the approval of the following application:

Z-25-20 Rezone: A rezoning of 0.78 acres, parcel #1509331027 in the Pellecchia Subdivision, located north of Siena Dr. and east of Bandera Pwky from Neighborhood Office (O-1) District to Single-Family Residential (R-2) 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**.

Berrit Odom, Director of Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

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Berrit Odom, Director of Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

Owner	OwnerStree	OwnerCity	Ow	OwnerZip
ASHLEY BRANT A/ASHLEY CALI M	5412 KESTREL CT	PUEBLO	CO	81005-5545
CAMPOS MITCHELL A/CAMPOS JUANA E	5446 KESTREL CT	PUEBLO	CO	81005-5545
CHARLES DAX R/CHARLES KIMBERLY M	5523 TERRACINA PL	PUEBLO	CO	81005-5581
DAUENHAUER JESSE	5420 KESTREL CT	PUEBLO	CO	81005-5545
KING WILLIAM A/KING KARMYN	5450 KESTREL CT	PUEBLO	CO	81005-5545
LION HEART INV LLC	5071 NORTHCREEK RD	BEULAH	CO	81023-9601
LION HEART INVESTMENTS LLC	5071 NORTHCREEK RD	BEULAH	CO	81023-9601
MEIER KENT/MEIER PAMELA R	5449 KESTREL CT	PUEBLO	CO	81005-5543
MELSTER MATTHEW J/MELSTER NICOLE M	5434 KESTREL CT	PUEBLO	CO	81005-5545
MILLER JACQUELINE L/MILLER T RICHAR	5428 KESTREL CT	PUEBLO	CO	81005-5545
PUBLIC SERVICE CO OF COLORADO + C/O PROPERTY	PO BOX 840	DENVER	CO	80201-0840
QUINTANA MARTIN E/QUINTANA VETA E	5442 KESTREL CT	PUEBLO	CO	81005-5545
SALAS WILFRED/SALAS JULIE ANN	5406 KESTREL CT	PUEBLO	CO	81005-5545
SOUTH VILLAGE AT PUEBLO LLC	PO BOX 50647	COLORADC	CO	80949-0647
WHITE RICHARD R/WHITE LORETTA	5517 TERRACINA PL	PUEBLO	CO	81005-5581
WILSON FAMILY PARTNERSHIP LTD	207 BRIDLE TRL UNIT O	PUEBLO	CO	81005-2974

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Z-25-20

February 11, 2026

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Mikaylin Hackley, Planner
THROUGH:	Beritt Odom, Director of Planning and Community Development
SUBJECT:	Rezoning of parcel #1509331027 from O-1 to R-1
APPLICANT:	Darlene Horn
PROPERTY OWNER:	Lion Heart Inv. LLC
LOCATION:	North of Siena Dr. and west of Bandera Pkwy
CONCURRENT REQUESTS:	S-25-06; Pellecchia Subdivision

REQUEST: A rezoning of 0.78 acres in the Pellecchia Subdivision, located north of Siena Dr. and east of Bandera Pwky from Neighborhood Office (O-1) District to Single-Family Residential (R-2) District

BACKGROUND AND ANALYSIS:

The applicant is requesting to rezone a portion of their ownership north of Siena Dr. from Neighborhood Office (O-1) District to Single-Family Residential (R-2) District in order to develop new single-family homes.

The subject property was originally annexed into the City on January 4, 2005 as a portion of the Bandera/Siena Annexation. The parcels that are being resubdivided concurrently with this case were zoned O-1, Neighborhood Office District, on April 11, 2005. The original intent of zoning to the O-1 district was to construct commercial businesses along Siena Dr. One such commercial office building, addressed 5417 Siena Dr., was constructed in 2007, but the rest of the subject property has remained undeveloped. The eastern portion of the property, where the developed commercial site is located, will remain O-1, but now the applicants intend to rezone the western portion to R-2 in order to construct single-family residences comparable to the homes in the surrounding Regency Ridge neighborhood.

The subject property is designated by the Regional Comprehensive Plan as Suburban Residential, which is consistent with this requested rezoning into an R-2 district.

SITE CHARACTER AND COMPATIBILITY

Site Character: The subject property is partially developed with one existing office building on the lot furthest to the east.

Neighborhood Compatibility:

North: Neighborhood Office (O-1) Zone District; undeveloped
East: Neighborhood Office (O-1) Zone District; developed with office building addressed 5417 Siena Dr

South: Single-Family Residential (R-2) Zone District; undeveloped
West: Pueblo County; undeveloped

Comprehensive Plan Compliance: The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Suburban Neighborhood. The Suburban Neighborhood classification calls for primary land uses of single-family detached homes and secondary land uses of ADUs, duplexes, civic building, parks, and other complementary uses.

ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

1) Further the goals and objectives of the comprehensive land use plan, or

❑ Comments **The proposed rezoning furthers the comprehensive plan as it allows for more housing complementary to the neighborhood on a currently undeveloped site.**

2) Show that the area has changed significantly since the adoption of the comprehensive land use plan

❑ Comments **Not Applicable**

3) Show that there was a mistake or error made in the original zoning of the property.

❑ Comments **Not Applicable**

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)(4) OF THE PMC:

R-2 Zone District Standards:
Purpose. The standards of this district (R-2) are designed to retain and provide areas primarily for single-family development of medium density.

RECOMMENDED ACTION:
If the Planning and Zoning Commission makes the necessary findings of fact, a recommendation to City Council for approval of the rezone request is appropriate.

REFERRAL AGENCIES AND COMMENTS:

• City Public Works	No comment
• City Transportation	No comment
• City Law Department	No comment
• Pueblo Regional Building Department	No comment
• City Fire Department	No comment
• City Wastewater	No comment
• City Stormwater	No comment
• City Parks and Recreation Department	No comment
• Xcel Energy	No comment
• Black Hills Energy	No comment
• CDOT	No comment

ATTACHMENTS:

A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Public Notice Photo
E. Rezoning Exhibit

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C. Comprehensive Plan Map

D. Public Notice Photo

E. Rezoning Exhibit & F. Supporting Documents

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S89°01'24"W 145.38'

S89°01'40"W 734.88'

40' 40'
80'

BOULEVARD

SIENA

S75°14'55"W 99.99'

CENTERLINE

R=500.00' L=120.23' Δ=13°46'38"

S69°59'16"W 55.27'

R=500.00' L=123.64' Δ=14°10'04"

PARCEL A
SUBDIVISION EXEMPTION
NO. 2004-002
(RECORDED JUNE 16, 2004)
RECEPTION NO. 1570781
R-2 ZONE DISTRICT
(SINGLE FAMILY RESIDENTIAL)

ARKANSAS VALL

S30°38'12"E 9640'

EXISTING ZONING
0 30 60
SCALE: 1"=30'

PROPOSED ZONING
0 30 60
SCALE: 1"=30'

PLOT DATE: 9/7/2025 PLOTTED BY: Darlene

DK Horn
Engineering & Design Inc.

2441 S PRAIRIE AVE
PUEBLO, CO 81005
TEL 719.696.8274

STAMP:

PELLECCHIA SUBDIVISION

SIENA DRIVE
PUEBLO, COLORADO 81005

REZONE

PROJECT NUMBER: 2025-021
DRAWN BY: DKH
REVIEWED BY: DKH
DATE: 9/8/2025

ISSUE RECORD:

ZONING EXHIBIT

C0

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: Richard Pellecchia	
Company: Lionhart Investments LLC	
Address: 5701 Northcreek Road, Beulah, C	Zip: 81023
Phone: ( )	Email:
Applicant	
Name: Same as Owner	
Company:	
Address:	Zip:
Phone: ( )	Email:
Person or Firm Representing (If Different From) Owner or Applicant	
Name: Darlene Horn	
Company: DK Horn Engineering & Design	
Address: 2441 S. Prairie Avenue, Pueblo, CO	Zip: 81005
Phone: ( ) 719-696-8274	Email: darlene@dkheng.com
*The **applicant** will be the primary contact unless otherwise noted.*	

Project Location: Siena Drive
(address or general description)

Parcel# 1509331027

Legal Description: Lots 10 Shull's Subdivision

Subdivision: Pellecchia Subdivision Acreage: 0.784

Existing Zone District: O-1	**Proposed Zone District:** R-1

7-29-20

Purpose of this Application:

- ☐ To permit development of the property not allowed under the existing zone district.
- ☑ To provide proper zone district in conjunction with the subdivision plan for the area.
- ☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
- ☐ Other (specify):_____

(Continued from previous page)

Statement of Facts:
Justifying the zone change request. Be specific; use additional sheets if necessary.

The area surrounding the site is single-family homes

Description of area surrounding proposed development:

Single-family subdivisions

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.

As part of Pellecchia Subdivison, two lots will be created for the purpose of single-family homes, which is why the rezone

☑ 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: May 2026

Estimated date for completion of project: June 2026

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

He will sell the lots once subdivided and rezoned.

☐ CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. (**if applicable**)

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

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.

Office Use Only

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

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

2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner		
Print Name:		
Signature:		Date:
Applicant, if different from Property Owner		
Print Name:		
Signature:		Date:

Docusign Envelope ID: 4783B12E-2F4C-8D7E-803F-4B61A0009C95

City Clerk's Office Item # R2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 26, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING THE PELLECCHIA SUBDIVISION

SUMMARY:

A subdivision of 1.46 acres located north of Siena Dr. and east of Bandera Pkwy into 4 lots for future residential and commercial office development.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property was originally annexed into the City on January 4, 2005, as a portion of the Bandera/Siena Annexation. The parcels that are being re-subdivided were zoned O-1, Neighborhood Office District and were intended to be developed as commercial offices along Siena Dr. One such commercial office building, addressed 5417 Siena Dr., was constructed in 2007, but the rest of the subject property has remained undeveloped. The eastern portion of the property, where the developed commercial site is located, will remain O-1, but now the applicants intend to rezone the western portion to R-2 and re-subdivide in order to construct single-family residences comparable to the homes in the surrounding Regency Ridge neighborhood. The subdivision will split the property into four lots, with lots 1 &2 being designated for one single-family home on each lot, lot 3 being reserved for future commercial office development, and lot 4 is the site of the existing office addressed 5417 Siena Dr.

The proposed subdivision plat accounts for storm water detention and drainage requirements with a 20’ wide drainage easement that gradually widens across the northern boundary of the three new undeveloped lots. The proposed subdivision includes a 20’ access easement dedicated to Xcel Energy to insure they can access their lot located directly north of the proposed subdivision. This easement is placed along the existing driveway for the 5417 Siena Dr. office’s property (spanning Lots 3 and 4), so there is an existing curb cut. The easement must remain open to provide

Docusign Envelope ID: 4783B12E-2F4C-8D7E-803F-4B61A0009C95

access to the northern property as the platted rights-of-way that abut Xcel's property are not traversable by vehicle. Xcel Energy has underground infrastructure through their property, so there are currently no plans to develop that land with any structures or uses that would necessitate any further traffic access measures.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their January 14, 2026, 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 existing subdivision of the site will remain.

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-25-06 Attachments

Docusign Envelope ID: 4783B12E-2F4C-8D7E-803F-4B61A0009C95

ORDINANCE NO. 11176

AN ORDINANCE APPROVING THE PELLECCHIA SUBDIVISION

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

SECTION 1.

The final plat of the Pellecchia Subdivision, being a subdivision of land legally described as:

LOT 20, BLOCK 5, SHULL'S SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, FILED FOR RECORD JULY 14, 1887, COUNTY OF PUEBLO, STATE OF COLORADO.

AND

THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED FILED FOR RECORD AUGUST 9, 2007 AS RECEPTION NO. 1737520 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER WHICH READS AS FOLLOWS: LOT 10, BLOCK 5, SHULL'S SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, FILED FOR RECORD JULY 14, 1887, AND ALL THAT PORTION OF VACATED JONES AVENUE AS SHOWN ON STREET VACATION FILED FOR RECORD JULY 25, 2005 AT RECEPTION NO. 1630543. COUNTY OF PUEBLO, STATE OF COLORADO

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.

Docusign Envelope ID: 4783B12E-2F4C-8D7E-803F-4B61A0009C95

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.

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 May 11, 2026.

Final adoption of Ordinance by City Council on May 26, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 05/27/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Docusign Envelope ID: 4783B12E-2F4C-8D7E-803F-4B61A0009C95

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:
Clyde Bishop
F1C1AF8727B149A...

_____
City Clerk

PELLECCHIA SUBDIVISION

A PORTION OF LOTS 10 AND 20, BLOCK 5, SHULL'S SUBDIVISION, LOCATED WITHIN A PORTION OF THE SW 1/4 OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

KNOW ALL MEN BY THESE PRESENTS: THAT LION HEART INVESTMENTS, LLC., A COLORADO LIMITED LIABILITY COMPANY BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PARCELS OF LAND:

THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED FILED FOR RECORD MARCH 1, 2006 AS RECEPTION NO. 1663962 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER WHICH READS AS FOLLOWS:

LOT 20, BLOCK 5, SHULL'S SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, FILED FOR RECORD JULY 14, 1887, COUNTY OF PUEBLO, STATE OF COLORADO.

AND

THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED FILED FOR RECORD AUGUST 9, 2007 AS RECEPTION NO. 1737520 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER WHICH READS AS FOLLOWS:

LOT 10, BLOCK 5, SHULL'S SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, FILED FOR RECORD JULY 14, 1887, AND ALL THAT PORTION OF VACATED JONES AVENUE AS SHOWN ON STREET VACATION FILED FOR RECORD JULY 25, 2005 AT RECEPTION NO. 1630543. COUNTY OF PUEBLO, STATE OF COLORADO.

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO FOUR (4) LOTS, AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED, AND NAMED AS SHOWN ON THE ANNEXED PLAT, FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS PELLECCHIA SUBDIVISION.

THE DRAINAGE EASEMENT AND PUBLIC UTILITY EASEMENT SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR, OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT."

"A FORMAL ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAS NOT BEEN PERFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER'S KNOWLEDGE, INFORMATION, AND BELIEF, THERE ARE NO KNOWN HAZARDOUS SUBSTANCES PRESENT WITHIN THIS SUBDIVISION."

IN WITNESS WHEREOF THE FOLLOWING HAVE SET THEIR HAND:

_____ _____

LION HEART INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY **DATE**
BY: RICHARD C. PELLECCHIA, MANAGER/MEMBER

STATE OF COLORADO)
)S.S.
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF_____ , 2026 BY RICHARD C.PELLECCHIA, MANAGER/MEMBER OF LION HEART INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

RATIFICATION OF PLAT:

FOR VALUE RECEIVED, THE UNDERSIGNED BEING THE OWNER OF INDEBTEDNESS SECURED BY A DEED OF TRUST RECORDED MARCH 25, 2024 AS RECEPTION NO. 2337835, DOES HEREBY RATIFY AND CONSENT TO THE SUBDIVISION OF THE LAND PLATTED AS PELLECCHIA SUBDIVISION SHOWN ON THE SUBDIVISION PLAT RECORDED BY RECEPTION NUMBER _____ IN THE RECORDS OF PUEBLO COUNTY, COLORADO, AND CONFIRMS AND JOINS IN THE DEDICATION OF ALL STREETS, EASEMENTS, RIGHTS OF WAY AND ACCESS RESTRICTIONS SHOWN THEREON AND SUBORDINATES ITS INTEREST IN THE PROPERTY DESCRIBED IN THE SUBDIVISION PLAT TO ANY SUBDIVISION IMPROVEMENTS AGREEMENT AND ADDENDUM THERETO BETWEEN THE SUBDIVIDER AND CITY OF PUEBLO EXECUTED IN CONJUNCTION THEREWITH.

SIGNED THIS_____ DAY OF_____ , 2026.

BANK OF THE SAN JUANS, DIVISION OF GLACIER BANK

BY: _____

TITLE: _____

STATE OF COLORADO)
) S.S.
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ , 2026 BY _____, _____ OF BANK OF THE SAN JUANS, DIVISION OF GLACIER BANK.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF TITLE 12-4-7 (J) (1) AND 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**

APPROVAL FOR RECORDING:

APPROVED BY THE CITY COUNCIL OF PUEBLO, COLORADO, BY ORDINANCE NO._____ . THIS IS TO CERTIFY THAT THE PLAT OF PELLECCHIA SUBDIVISION, HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

_____ _____
CITY CLERK **DATE**

LAND SURVEYOR'S CERTIFICATION:

I, **RANDY G. REEVES**, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, HEREBY CERTIFY TO LION HEART INVESTMENTS, LLC., A COLORADO LIMITED LIABILITY COMPANY THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED UNDER MY RESPONSIBLE CHARGE IN AUGUST 2025 AND THAT THIS PLAT OF PELLECCHIA SUBDIVISION, COMPLIES WITH THE REQUIREMENTS OF PLATS AND MAPS AS SET FORTH IN SECTION 38-33.3-209 ET, SEQ. C.R.S. 1992 AND WITH THE MINIMUM STANDARDS FOR LAND SURVEY AND PLATS AS SET FORTH IN SECTION 38-51-106 ET. SEQ. C.R.S. 1994.

_____ _____
RANDY G. REEVES **DATE**
PROFESSIONAL LAND SURVEYOR NO. 22101

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF DEDICATED PUBLIC ROADS PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE AND WHERE APPROPRIATE, ITS PARK'S DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE, THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION, AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNERS OF THE LAND WITHIN THIS SUBDIVISION, ET;

NOTES:

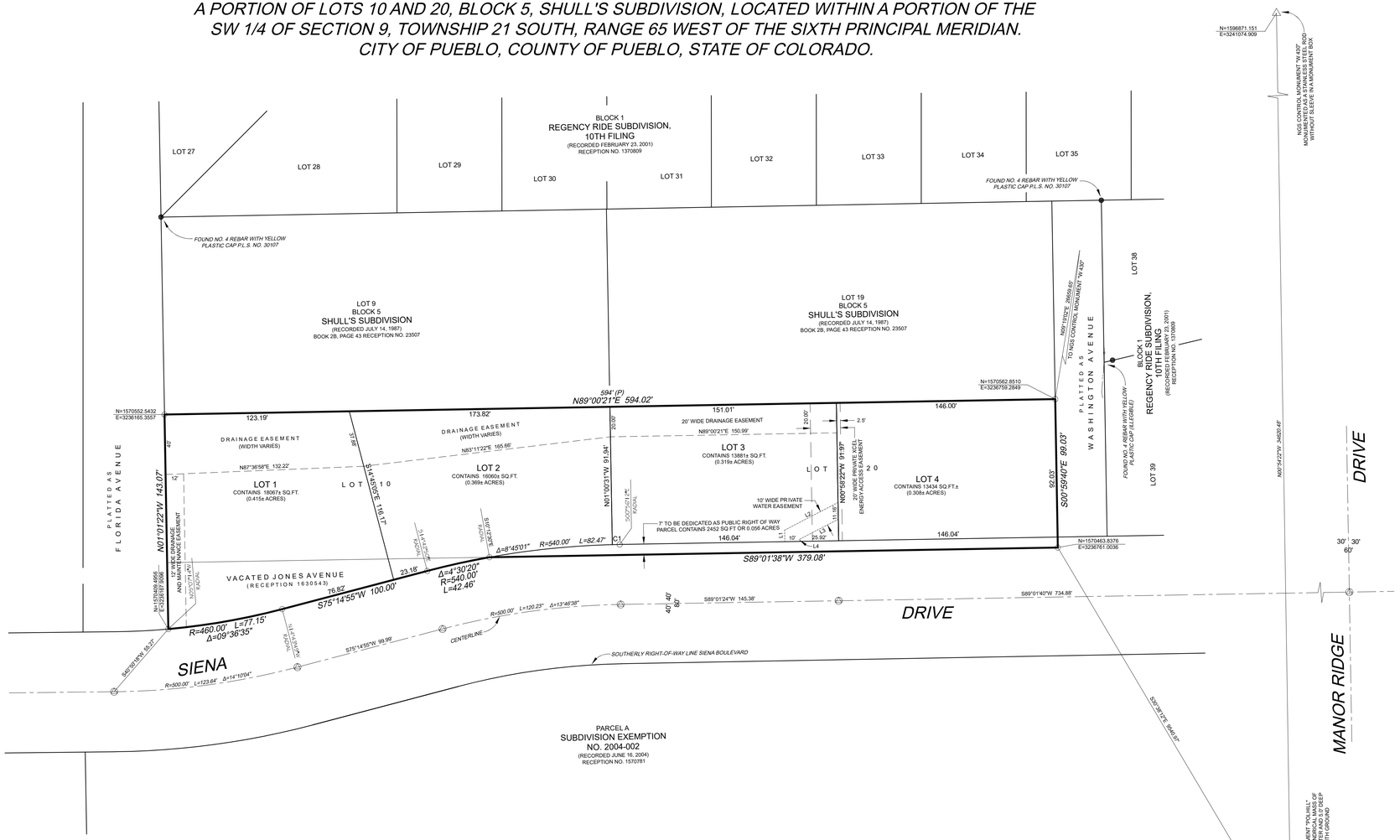
1.) A SEARCH FOR RECORDED RIGHTS OF WAY AND EASEMENTS WAS DONE BY LAND TITLE GUARANTEE COMPANY, ORDER NO. RND35069260 WITH AN EFFECTIVE DATE OF FEBRUARY 23, 2024 AT 5:00 P.M.

2.) BEARINGS BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 (2007) SOUTH ZONE ESTABLISHED ON A LINE BETWEEN NGS CONTROL MONUMENT "POLHILL" MONUMENTED WITH A HORIZONTAL CONTROL DISK SET IN TOP OF A CONCRETE MONUMENT AND NGS CONTROL MONUMENT "W 430", MONUMENTED WITH A STAINLESS STEEL ROD, TO BEAR N 00°54'22" W.

3.) DISTANCES SHOWN HEREON, EXCEPT AS NOTED, ARE GROUND DISTANCES. THE COMBINATION FACTOR FOR THIS PLAT IS 1.000266618. THE GROUND DISTANCE WHEN DIVIDED BY THE COMBINATION FACTOR WILL PROVIDE THE GRID DISTANCE AND THE GROUND COORDINATES WHEN DIVIDED BY THE COMBINATION FACTOR WILL PROVIDE THE GRID COORDINATES BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 SOUTH ZONE ON THE NORTH AMERICAN DATUM OF 1983. THE NGS CONTROL MONUMENTS USED FOR THIS SURVEY ARE "POLHILL" AND "W 430". COORDINATES SHOWN HEREON, EXCEPT AS NOTED, ARE GROUND COORDINATES.

4.) ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

5.) UTILITIES SHOWN HEREON WERE LOCATED BY UNDERGROUND CONSULTING SOLUTIONS.



PARCEL A
SUBDIVISION EXEMPTION NO. 2004-002
(RECORDED JUNE 16, 2004)
RECEPTION NO. 1570781

PROPERTY MAY BE SUBJECT TO:

1.) EXISTING LEASES AND TENANCIES.

2.) RESERVATION AS CONTAINED IN PATENT OF THE UNITED STATES FILED WITH THE COLORADO BUREAU OF LAND MANAGEMENT, LAND PATENTS AS CERTIFICATE NO. 4458. SAID DOCUMENT STORED AS OUR ESI 38907694. (NOT PLOTTABLE)

3.) RIGHT-OF-WAY FOR THE ARKANSAS VALLEY CONDUIT IN DEED RECORDED MARCH 03, 1993 IN BOOK 2642 AT PAGE 146 AND IN DEED RECORDED FEBRUARY 04, 2003 UNDER RECEPTION NO. 1482899. (NOT PLOTTABLE)

4.) THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE LOWER ARKANSAS VALLEY WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 13, 2002, UNDER RECEPTION NO. 1474320 AND NOTICE RECORDED JANUARY 4, 2010 UNDER RECEPTION NO. 1829179. (NOT PLOTTABLE)

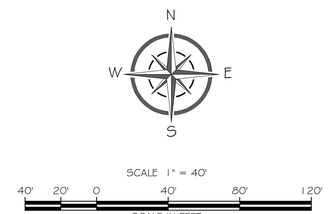
5.) TERMS, CONDITIONS, PROVISIONS, RESTRICTIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT CASE NO A-04-02 BANDERA/SIENA ANNEXATION RECORDED JANUARY 04, 2005 UNDER RECEPTION NO. 1601292. ANNEXATION MAP RECORDED JANUARY 04, 2005 UNDER RECEPTION NO. 1601291. (NOT PLOTTABLE)

6.) THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE PUEBLO CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 01, 2007, UNDER RECEPTION NO. 1736292 AND RECORDED FEBRUARY 15, 2013 UNDER RECEPTION NO. 1934215 AND PUEBLO CONSERVANCY DISTRICT MAP RECORDED DECEMBER 11, 2009 UNDER RECEPTION NO. 1829096. (NOT PLOTTABLE)

7.) DEED OF TRUST DATED MARCH 21, 2024, FROM LION HEART INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF PUEBLO COUNTY, COLORADO FOR THE USE OF BANK OF SAN JUANS, DIVISION OF GLACIER BANK TO SECURE THE SUM OF 470,000.00 RECORDED MARCH 25, 2024, UNDER RECEPTION NO. 2337835.

SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED MARCH 25, 2024, UNDER RECEPTION NO. 23378836. (AFFECTS PARCEL B, NOT PLOTTABLE)

NOTICE:
ACCORDING TO C.R.S. 13-80-105, 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 CERTIFICATE SHOWN HEREON.



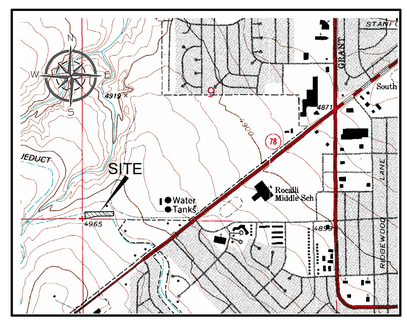
(P) = PLAT DIMENSION (SHULL'S SUBDIVISION)

△ = FOUND CENTERLINE MONUMENT NO. 5 REBAR WITH 2" ALUMINUM CAP L.S. NO. 12933

○ = SET NO. 4 REBAR WITH YELLOW PLASTIC CAP P.L.S. NO. 22101

LINE	BEARING	DISTANCE
L1	S00°58'22"E	7.71'
L2	N62°37'32"E	40.11'
L3	S62°37'32"W	28.94'
L4	S00°58'22"E	1.51'

CURVE	DELTA	RADIUS	LENGTH
C1	8°45'01"	540.00'	82.47'



VICINITY MAP

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	10-28-25	PLANNING RED LINES	RGR
2	11-20-26	PRIVATE EASEMENTS	RGR
3	11-20-26	PLANNING COMMENTS DATED 2-4-26	RGR

SHEET: 1 OF 1
DATE: 9-8-2025
SCALE: 1" = 40'

PROJECT: DK HORN ENGINEERING
DESCRIPTION: PELLECCHIA SUB (SIENA DRIVE)

FIELD: SB | JOB NUMBER: 2025-083
DRAWN: RMS | FILE NAME: 2025-083
CHECKED: RGR | REF. JOB NO.

Cardinal Points Surveying Inc.
4601 Eagleridge Place, Suite 110
Pueblo, Colorado 81008
(719) 253-0874 - (719) 253-0878 fax

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Planning & Zoning Commission

S-25-06

February 11, 2026

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Mikaylin Hackley, Planner
THROUGH:	Beritt Odom, Director of Planning and Community Development
SUBJECT:	Resubdivision of lots 10 and 20 of Block 5 of Shulls Subdivision
APPLICANT:	Darlene Horn
PROPERTY OWNER:	Lion Heart Inv. LLC
LOCATION:	North of Siena Dr. and west of Bandera Pkwy
CONCURRENT REQUESTS:	Z-25-20 Rezoning into R-2 District

REQUEST:
A Subdivision a subdivision of 1.46 acres located north of Siena Dr. and east of Bandera Pwky. into 4 lots for future residential and commercial development

BACKGROUND AND STAFF FINDINGS:

The applicant is requesting to resubdivide two existing parcels north of Siena Dr. into four lots in order to facilitate the development of new single-family homes on the two lots to the west and to reserve the undeveloped lot the east for future commercial office development.

The subject property was originally annexed into the City on January 4, 2005 as a portion of the Bandera/Siena Annexation. The parcels that are being resubdivided concurrently with this case were zoned O-1, Neighborhood Office District, on April 11, 2005. The original intent of zoning to the O-1 district was to construct commercial businesses along Siena Dr. One such commercial office building, addressed 5417 Siena Dr., was constructed in 2007, but the rest of the subject property has remained undeveloped. The eastern portion of the property, where the developed commercial site is located, will remain O-1, but now the applicants intend to rezone the western portion to R-2 in order to construct single-family residences comparable to the homes in the surrounding Regency Ridge neighborhood. The subdivision will split the property into four lots, with lots 1 &2 being designated for one single-family home on each lot, lot 3 being reserved for future commercial office development, and lot 4 is the site of the existing office addressed 5417 Siena Dr.

The proposed subdivision plat accounts for storm water detention and drainage requirements with a 20’ wide drainage easement that gradually widens across the northern boundary of the three new undeveloped lots. The provided preliminary drainage reports has been approved, but minor amendments to the stormwater language on the plat must be completed as a condition of this subdivision before it can be presented at City Council. The conditions are described in the attached memo from Noah Stamm, and the specific requested revisions are attached on a copy of the proposed plat.

The proposed subdivision includes a 20' access easement dedicated to Xcel Energy to insure they can access their lot located directly north of the proposed subdivision. This easement is placed along the existing driveway for the 5417 Siena Dr. office's property (spanning Lots 3 and 4), so there is an existing curb cut. The easement must remain open to provide access to the northern property as the platted rights-of-way that abut Xcel's property are not traversable by vehicle. Xcel Energy has underground infrastructure through their property, so there are currently no plans to develop that land with any structures or uses that would necessitate any further traffic access measures.

Provided the conditions for approval as noted below are completed by the applicant, staff has no concerns with the approval of the proposed subdivision plat.

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	The Subdivision Review Committee has no objection to the Request for Deferred Filings as submitted on 9/8/24.
Plat Deficiencies:	Required revisions to the subdivision plat as indicated by Joe Martellaro and Noah Stamm representing Public Works and Stormwater are attached as noted on copies of the proposed subdivision plat.
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. Public Work's comments to remove reference to vertical site benchmark information and illustration of the Arkansas Valley Conduit Ditch must be reflected on the plat. 2. Stormwater's comments to amend the drainage easement dedication language and remove the label of "private" from the illustrated easements must be reflected on the plat.

SITE CHARACTER AND COMPATIBILITY:

Site Character: The subject property is partially developed with one existing office building on the lot furthest to the east.

Neighborhood Compatibility:
North: Neighborhood Office (O-1) Zone District; undeveloped
East: Neighborhood Office (O-1) Zone District; developed with office building addressed 5417 Siena Dr
South: Single-Family Residential (R-2) Zone District; undeveloped
West: Pueblo County; undeveloped

Comprehensive Plan Compliance: The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Suburban Neighborhood. The Suburban Neighborhood classification calls for primary land uses of single-family detached homes and secondary land uses of ADUs, duplexes, civic building, parks, and other complementary uses.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

Minimum lot size and width: All lots would meet zone district standards for the Neighborhood Office (O-1) and Single-Family Residential (R-2), respectively.

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. Public Notice Photo
E. Subdivision Plat
F. Supporting Documents

A. Aerial Map

B. Zoning Map

C. Comprehensive Plan Map

D. Public Notice Photo

E. Subdivision Plat & F. Supporting Documents

PELLECCHIA SUBDIVISION

A PORTION OF LOTS 10 AND 20, BLOCK 5, SHULL'S SUBDIVISION, LOCATED WITHIN A PORTION OF THE SW 1/4 OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

KNOW ALL MEN BY THESE PRESENTS: THAT LION HEART INVESTMENTS, LLC., A COLORADO LIMITED LIABILITY COMPANY BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PARCELS OF LAND:

THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED FILED FOR RECORD MARCH 1, 2006 AS RECEPTION NO. 1663962 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER WHICH READS AS FOLLOWS:

LOT 20, BLOCK 5, SHULL'S SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, FILED FOR RECORD JULY 14, 1887, COUNTY OF PUEBLO, STATE OF COLORADO.

AND

THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED FILED FOR RECORD AUGUST 9, 2007 AS RECEPTION NO. 1737520 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER WHICH READS AS FOLLOWS:

LOT 10, BLOCK 5, SHULL'S SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, FILED FOR RECORD JULY 14, 1887, AND ALL THAT PORTION OF VACATED JONES AVENUE AS SHOWN ON STREET VACATION FILED FOR RECORD JULY 25, 2005 AT RECEPTION NO. 1630543. COUNTY OF PUEBLO, STATE OF COLORADO.

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO FOUR (4) LOTS, AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED, AND NAMED AS SHOWN ON THE ANNEXED PLAT, FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS PELLECCHIA SUBDIVISION.

THE DRAINAGE EASEMENT AND PUBLIC UTILITY EASEMENT SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF THE LOTS OR PARCELS UPON WHICH THE EASEMENTS ARE LOCATED. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT, BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S).

EACH INDIVIDUAL LOT SHALL HAVE ITS OWN DETENTION AND WATER QUALITY FACILITIES WHICH SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF THE LOTS UPON WHICH THE FACILITIES ARE LOCATED. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S).

DRAINAGE DETENTION, AND WATER QUALITY FACILITIES SHALL BE DESIGNED AND INSTALLED AT THE TIME OF SITE DEVELOPMENT.

DETENTION EASEMENTS SHALL BE CREATED FOR ALL DETENTION FACILITIES AND ALL PERTINENT, REQUIRED DRAINAGE EASEMENTS SHALL BE CREATED BY SEPARATE INSTRUMENT.

"A FORMAL ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAS NOT BEEN PERFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER'S KNOWLEDGE, INFORMATION, AND BELIEF, THERE ARE NO KNOWN HAZARDOUS SUBSTANCES PRESENT WITHIN THIS SUBDIVISION."

IN WITNESS WHEREOF THE FOLLOWING HAVE SET THEIR HAND:

_____ _____

LION HEART INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY **DATE**
BY: RICHARD C. PELLECCHIA, MANAGER/MEMBER

STATE OF COLORADO)
)S.S.
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF_____, 2025 BY RICHARD C.PELLECCHIA, MANAGER/MEMBER OF LION HEART INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

RATIFICATION OF PLAT:

FOR VALUE RECEIVED, THE UNDERSIGNED BEING THE OWNER OF INDEBTEDNESS SECURED BY A DEED OF TRUST RECORDED MARCH 25, 2024 AS RECEPTION NO. 2337835, DOES HEREBY RATIFY AND CONSENT TO THE SUBDIVISION OF THE LAND PLATTED AS PELLECCHIA SUBDIVISION SHOWN ON THE SUBDIVISION PLAT RECORDED BY RECEPTION NUMBER _____ IN THE RECORDS OF PUEBLO COUNTY, COLORADO, AND CONFIRMS AND JOINS IN THE DEDICATION OF ALL STREETS, EASEMENTS, RIGHTS OF WAY AND ACCESS RESTRICTIONS SHOWN THEREON AND SUBORDINATES ITS INTEREST IN THE PROPERTY DESCRIBED IN THE SUBDIVISION PLAT TO ANY SUBDIVISION IMPROVEMENTS AGREEMENT AND ADDENDUM THERETO BETWEEN THE SUBDIVIDER AND CITY OF PUEBLO EXECUTED IN CONJUNCTION THEREWITH.

SIGNED THIS_____ DAY OF_____, 2025.

BANK OF THE SAN JUANS, DIVISION OF GLACIER BANK

BY: _____

TITLE: _____

STATE OF COLORADO)
) S.S.
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025 BY _____, _____ OF BANK OF THE SAN JUANS, DIVISION OF GLACIER BANK.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF TITLE 12-4-7 (J) (1) AND 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
APPROVAL FOR RECORDING:

APPROVED BY THE CITY COUNCIL OF PUEBLO, COLORADO, BY ORDINANCE NO._____. THIS IS TO CERTIFY THAT THE PLAT OF PELLECCHIA SUBDIVISION, HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

_____ _____
CITY CLERK **DATE**

LAND SURVEYOR'S CERTIFICATION:

I, **RANDY G. REEVES**, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, HEREBY CERTIFY TO LION HEART INVESTMENTS, LLC., A COLORADO LIMITED LIABILITY COMPANY THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED UNDER MY RESPONSIBLE CHARGE IN AUGUST 2025 AND THAT THIS PLAT OF PELLECCHIA SUBDIVISION, COMPLIES WITH THE REQUIREMENTS OF PLATS AND MAPS AS SET FORTH IN SECTION 38-33.3-209 ET, SEQ. C.R.S. 1992 AND WITH THE MINIMUM STANDARDS FOR LAND SURVEY AND PLATS AS SET FORTH IN SECTION 38-51-106 ET. SEQ. C.R.S. 1994.

_____ _____
RANDY G. REEVES **DATE**
PROFESSIONAL LAND SURVEYOR NO. 22101

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF DEDICATED PUBLIC ROADS PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE AND WHERE APPROPRIATE, ITS PARK'S DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE, THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION, AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNERS OF THE LAND WITHIN THIS SUBDIVISION, ET.

NOTES:

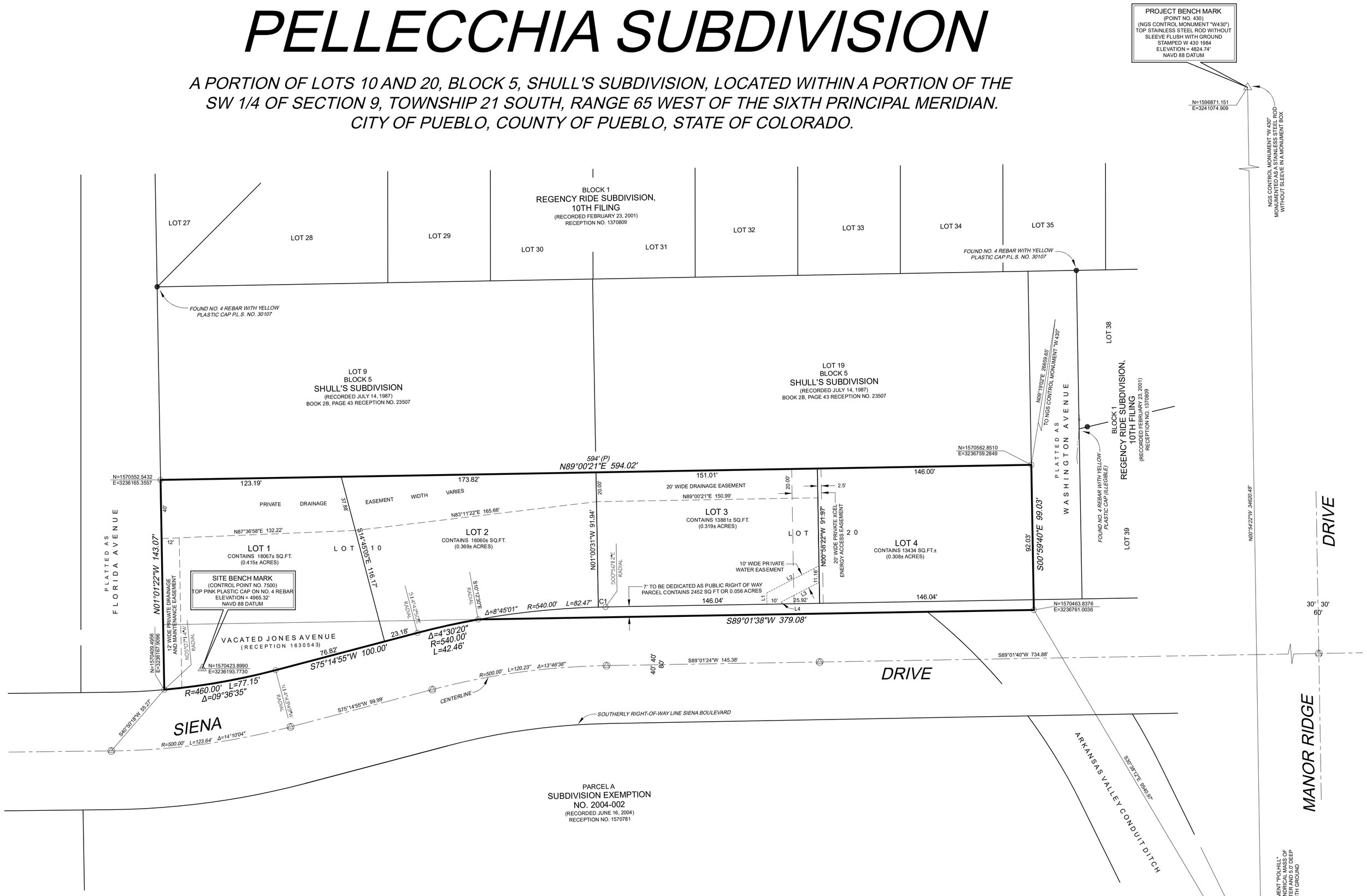
1.) A SEARCH FOR RECORDED RIGHTS OF WAY AND EASEMENTS WAS DONE BY LAND TITLE GUARANTEE COMPANY, ORDER NO. RND35069260 WITH AN EFFECTIVE DATE OF FEBRUARY 23, 2024 AT 5:00 P.M.

2.) BEARINGS BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 (2007) SOUTH ZONE ESTABLISHED ON A LINE BETWEEN NGS CONTROL MONUMENT "POLHILL" MONUMENTED WITH A HORIZONTAL CONTROL DISK SET IN TOP OF A CONCRETE MONUMENT AND NGS CONTROL MONUMENT "W 430", MONUMENTED WITH A STAINLESS STEEL ROD, TO BEAR N 00°54'22" W.

3.) DISTANCES SHOWN HEREON, EXCEPT AS NOTED, ARE GROUND DISTANCES. THE COMBINATION FACTOR FOR THIS PLAT IS 1.000266618. THE GROUND DISTANCE WHEN DIVIDED BY THE COMBINATION FACTOR WILL PROVIDE THE GRID DISTANCE AND THE GROUND COORDINATES WHEN DIVIDED BY THE COMBINATION FACTOR WILL PROVIDE THE GRID COORDINATES BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 SOUTH ZONE ON THE NORTH AMERICAN DATUM OF 1983. THE NGS CONTROL MONUMENTS USED FOR THIS SURVEY ARE "POLHILL" AND "W 430". COORDINATES SHOWN HEREON, EXCEPT AS NOTED, ARE GROUND COORDINATES.

4.) ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

5.) UTILITIES SHOWN HEREON WERE LOCATED BY UNDERGROUND CONSULTING SOLUTIONS.



PROPERTY MAY BE SUBJECT TO:

1.) EXISTING LEASES AND TENANCIES.

2.) RESERVATION AS CONTAINED IN PATENT OF THE UNITED STATES FILED WITH THE COLORADO BUREAU OF LAND MANAGEMENT, LAND PATENTS AS CERTIFICATE NO. 4458. SAID DOCUMENT STORED AS OUR ESI 38907694. (NOT PLOTTABLE)

3.) RIGHT-OF-WAY FOR THE ARKANSAS VALLEY CONDUIT IN DEED RECORDED MARCH 03, 1993 IN BOOK 2642 AT PAGE 146 AND IN DEED RECORDED FEBRUARY 04, 2003 UNDER RECEPTION NO. 1482899. (NOT PLOTTABLE)

4.) THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE LOWER ARKANSAS VALLEY WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 13, 2002, UNDER RECEPTION NO. 1474320 AND NOTICE RECORDED JANUARY 4, 2010 UNDER RECEPTION NO. 1829179. (NOT PLOTTABLE)

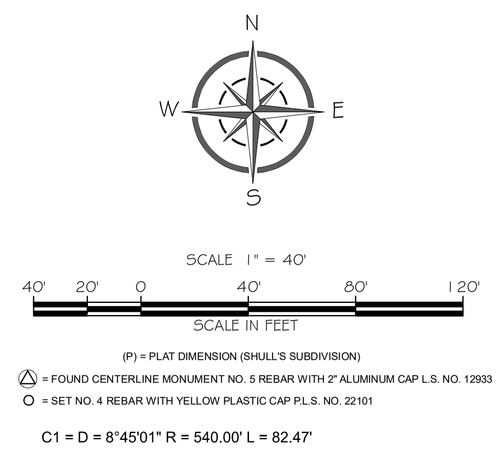
5.) TERMS, CONDITIONS, PROVISIONS, RESTRICTIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT CASE NO A-04-02 BANDERA/SIENA ANNEXATION RECORDED JANUARY 04, 2005 UNDER RECEPTION NO. 1601292. ANNEXATION MAP RECORDED JANUARY 04, 2005 UNDER RECEPTION NO. 1601291. (NOT PLOTTABLE)

6.) THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE PUEBLO CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 01, 2007, UNDER RECEPTION NO. 1736292 AND RECORDED FEBRUARY 15, 2013 UNDER RECEPTION NO. 1934215 AND PUEBLO CONSERVANCY DISTRICT MAP RECORDED DECEMBER 11, 2009 UNDER RECEPTION NO. 1829096. (NOT PLOTTABLE)

7.) DEED OF TRUST DATED MARCH 21, 2024, FROM LION HEART INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF PUEBLO COUNTY, COLORADO FOR THE USE OF BANK OF SAN JUANS, DIVISION OF GLACIER BANK TO SECURE THE SUM OF 470,000.00 RECORDED MARCH 25, 2024, UNDER RECEPTION NO. 2337835.

SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED MARCH 25, 2024, UNDER RECEPTION NO. 23378836. (AFFECTS PARCEL B, NOT PLOTTABLE)

NOTICE:
ACCORDING TO C.R.S. 13-80-105, 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 CERTIFICATE SHOWN HEREON.

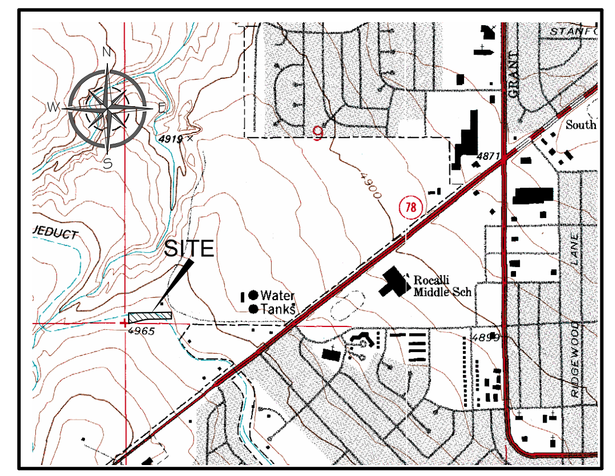


(P) = PLAT DIMENSION (SHULL'S SUBDIVISION)

△ = FOUND CENTERLINE MONUMENT NO. 5 REBAR WITH 2" ALUMINUM CAP L.S. NO. 12933

○ = SET NO. 4 REBAR WITH YELLOW PLASTIC CAP P.L.S. NO. 22101

C1 = D = 8°45'01" R = 540.00' L = 82.47'



VICINITY MAP

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	10-28-25	PLANNING RED LINES	RGR
2	11-20-26	PRIVATE EASEMENTS	RGR

SHEET: 1 OF 1
DATE: 9-8-2025
SCALE: 1" = 40'

PROJECT: DK HORN ENGINEERING
DESCRIPTION: PELLECCHIA SUB (SIENA DRIVE)
FIELD: SB | JOB NUMBER: 2025-083
DRAWN: RMS | FILE NAME: 2025-083
CHECKED: RGR | REF. JOB NO.

Cardinal Points Surveying Inc.
4601 Eagleridge Place, Suite 110
Pueblo, Colorado 81008
(719) 253-0874 - (719) 253-0878 fax

Kurt Patrick, P.E.
Director of Stormwater

Noah Stamm
Stormwater Coordinator

211 E. "D" Street
Pueblo, CO 81003

Phone (719) 553-2899
Fax (719) 553-2294

Stormwater Utility

MEMO

TO: Mikaylin Hackley, Planner

FROM: Noah Stamm, Stormwater Coordinator

DATE: February 3, 2026

SUBJECT: S-25-06 Pellechia Subdivision 3rd submittal review

This memo is intended to serve as the Stormwater Utility's review of the referenced project submittal. Please forward to the applicant's representative.

Color Code: Black = October 22 comments
Red = December 1 comments
Blue = February 3 comments
(~~Crossed out items~~ indicate they have been addressed.)

Part I

1. ~~See 1st redlined preliminary drainage report. The stormwater approach of this subdivision does not meet the intent and spirit of the City of Pueblo's Drainage Criteria Manual and City's MS4 requirements and will need to be reanalyzed. Preliminary Drainage Report is required for Part I to determine where drainage easement or parcels are needed. Part I Preliminary Drainage Report is approved, see redlined drainage report for Part II comments.~~

2. Subdivision plat will need reviewed once drainage criteria is met. Still applicable. See 3rd submittal redlined plat.

3. Provide a Stormwater Facility Maintenance Agreement per Pueblo Municipal Code 16.12.10.d. Fillable forms and guidance documents can be found here: https://www.pueblo.us/2883/Forms Owners name needs to appear exactly the same as shown on the plat and assessors website, otherwise approved please sign and execute and resubmit.

4. ~~A more exhaustive review of the drainage plan and report and plat will be conducted after the plan and report are corrected and more information is submitted. A substantial amount of information is missing, or needs changed. Another full review will be required.~~

5. Provide a comment response to this memo.

Part II

6. Provide an Operations and Maintenance Manual (O & M) as required by the SFMA. Use the City of Pueblo's standard O & M manual *Stormwater Facility O&M Manual, April 2023* in preparation. Additionally individual guideline sheets, maintenance forms, and inspection forms can be found here: https://www.pueblo.us/2883/Forms

7. ~~Provide revegetation and slope stabilization methods including planned seed mix.~~

8. After final approval of plans, provide an electronic copy of the Final Drainage Report and Drainage Plan, stamped, and signed by Engineer.

9. Slag may not be shown on the plans, but we include this note, so everyone is aware it is not allowed. Slag is not an acceptable material for parking or driving areas due to its toxic composition per The Colorado Department of Health and Environment Water Quality Division. It is not allowed anywhere on site.

10. Upon approval of the drainage report the engineer shall complete the online reporting requirements of new stormwater detention and infiltration facilities per CRS §37-92-602 (8). The facility is required to be reported and approved by the City prior to receiving a CO. The online portal can be found here: https://maperture.digitaldataservices.com/gvh/?viewer=cswdif

11. Part I Preliminary Drainage Report is approved, see redlined drainage report for Part II comments.

12. Provide a comment response to this memo.

PELLECCHIA SUBDIVISION

A PORTION OF LOTS 10 AND 20, BLOCK 5, SHULL'S SUBDIVISION, LOCATED WITHIN A PORTION OF THE SW 1/4 OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

KNOW ALL MEN BY THESE PRESENTS: THAT LION HEART INVESTMENTS, LLC., A COLORADO LIMITED LIABILITY COMPANY BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PARCELS OF LAND:

THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED FILED FOR RECORD MARCH 1, 2006 AS RECEPTION NO. 1663962 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER WHICH READS AS FOLLOWS:

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AND

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LOT 10, BLOCK 5, SHULL'S SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, FILED FOR RECORD JULY 14, 1887, AND ALL THAT PORTION OF VACATED JONES AVENUE AS SHOWN ON STREET VACATION FILED FOR RECORD JULY 25, 2005 AT RECEPTION NO. 1630543. COUNTY OF PUEBLO, STATE OF COLORADO.

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO FOUR (4) LOTS, AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED, AND NAMED AS SHOWN ON THE ANNEXED PLAT, FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS PELLECCHIA SUBDIVISION.

THE DRAINAGE EASEMENT AND PUBLIC UTILITY EASEMENT SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF THE LOTS OR PARCELS UPON WHICH THE EASEMENTS ARE LOCATED. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT, BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S).

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DRAINAGE DETENTION, AND WATER QUALITY FACILITIES SHALL BE DESIGNED AND INSTALLED AT THE TIME OF SITE DEVELOPMENT.

DETENTION EASEMENTS SHALL BE CREATED FOR ALL DETENTION FACILITIES AND ALL PERTINENT, REQUIRED DRAINAGE EASEMENTS SHALL BE CREATED BY SEPARATE INSTRUMENT.

"Drainage facilities located within drainage easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the stormwater facility maintenance agreement dated _____ and filed contemporaneously with the annexed plat."

Delete these statements.

"A FORMAL ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAS NOT BEEN PERFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER'S KNOWLEDGE, INFORMATION, AND BELIEF, THERE ARE NO KNOWN HAZARDOUS SUBSTANCES PRESENT WITHIN THIS SUBDIVISION."

IN WITNESS WHEREOF THE FOLLOWING HAVE SET THEIR HAND:

_____ _____

LION HEART INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY **DATE**
BY: RICHARD C. PELLECCHIA, MANAGER/MEMBER

STATE OF COLORADO)
)S.S.
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF_____, 2025 BY RICHARD C.PELLECCHIA, MANAGER/MEMBER OF LION HEART INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

RATIFICATION OF PLAT:

FOR VALUE RECEIVED, THE UNDERSIGNED BEING THE OWNER OF INDEBTEDNESS SECURED BY A DEED OF TRUST RECORDED MARCH 25, 2024 AS RECEPTION NO. 2337835, DOES HEREBY RATIFY AND CONSENT TO THE SUBDIVISION OF THE LAND PLATTED AS PELLECCHIA SUBDIVISION SHOWN ON THE SUBDIVISION PLAT RECORDED BY RECEPTION NUMBER _____ IN THE RECORDS OF PUEBLO COUNTY, COLORADO, AND CONFIRMS AND JOINS IN THE DEDICATION OF ALL STREETS, EASEMENTS, RIGHTS OF WAY AND ACCESS RESTRICTIONS SHOWN THEREON AND SUBORDINATES ITS INTEREST IN THE PROPERTY DESCRIBED IN THE SUBDIVISION PLAT TO ANY SUBDIVISION IMPROVEMENTS AGREEMENT AND ADDENDUM THERETO BETWEEN THE SUBDIVIDER AND CITY OF PUEBLO EXECUTED IN CONJUNCTION THEREWITH.

SIGNED THIS_____ DAY OF_____, 2025.

BANK OF THE SAN JUANS, DIVISION OF GLACIER BANK

BY: _____

TITLE: _____

STATE OF COLORADO)
) S.S.
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025 BY _____, _____ OF BANK OF THE SAN JUANS, DIVISION OF GLACIER BANK.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF TITLE 12-4-7 (J) (1) AND 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
APPROVAL FOR RECORDING:

APPROVED BY THE CITY COUNCIL OF PUEBLO, COLORADO, BY ORDINANCE NO._____. THIS IS TO CERTIFY THAT THE PLAT OF PELLECCHIA SUBDIVISION, HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

_____ _____
CITY CLERK **DATE**

LAND SURVEYOR'S CERTIFICATION:

I, **RANDY G. REEVES**, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, HEREBY CERTIFY TO LION HEART INVESTMENTS, LLC., A COLORADO LIMITED LIABILITY COMPANY THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED UNDER MY RESPONSIBLE CHARGE IN AUGUST 2025 AND THAT THIS PLAT OF PELLECCHIA SUBDIVISION, COMPLIES WITH THE REQUIREMENTS OF PLATS AND MAPS AS SET FORTH IN SECTION 38-33.3-209 ET, SEQ. C.R.S. 1992 AND WITH THE MINIMUM STANDARDS FOR LAND SURVEY AND PLATS AS SET FORTH IN SECTION 38-51-106 ET. SEQ. C.R.S. 1994.

_____ _____
RANDY G. REEVES **DATE**
PROFESSIONAL LAND SURVEYOR NO. 22101

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF DEDICATED PUBLIC ROADS PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE AND WHERE APPROPRIATE, ITS PARK'S DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE, THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION, AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNERS OF THE LAND WITHIN THIS SUBDIVISION, ET.

NOTES:

1.) A SEARCH FOR RECORDED RIGHTS OF WAY AND EASEMENTS WAS DONE BY LAND TITLE GUARANTEE COMPANY, ORDER NO. RND35069260 WITH AN EFFECTIVE DATE OF FEBRUARY 23, 2024 AT 5:00 P.M.

2.) BEARINGS BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 (2007) SOUTH ZONE ESTABLISHED ON A LINE BETWEEN NGS CONTROL MONUMENT "POLHILL" MONUMENTED WITH A HORIZONTAL CONTROL DISK SET IN TOP OF A CONCRETE MONUMENT AND NGS CONTROL MONUMENT "W 430", MONUMENTED WITH A STAINLESS STEEL ROD, TO BEAR N 00°54'22" W.

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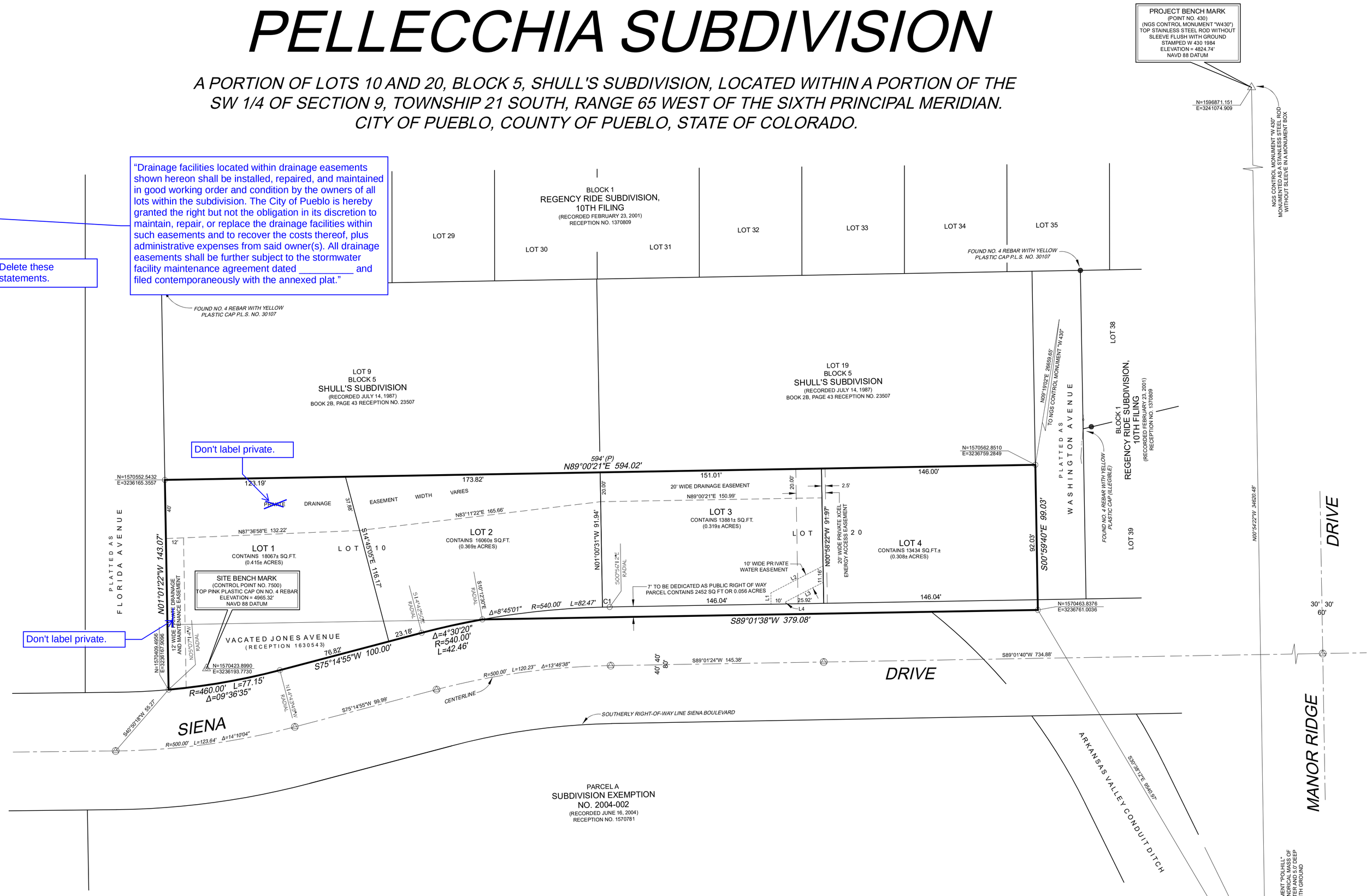
5.) UTILITIES SHOWN HEREON WERE LOCATED BY UNDERGROUND CONSULTING SOLUTIONS.



PARCEL A
SUBDIVISION EXEMPTION
NO. 2004-002
(RECORDED JUNE 16, 2004)
RECEPTION NO. 1570781

PROPERTY MAY BE SUBJECT TO:

1.) EXISTING LEASES AND TENANCIES.

2.) RESERVATION AS CONTAINED IN PATENT OF THE UNITED STATES FILED WITH THE COLORADO BUREAU OF LAND MANAGEMENT, LAND PATENTS AS CERTIFICATE NO. 4458. SAID DOCUMENT STORED AS OUR ESI 38907694. (NOT PLOTTABLE)

3.) RIGHT-OF-WAY FOR THE ARKANSAS VALLEY CONDUIT IN DEED RECORDED MARCH 03, 1993 IN BOOK 2642 AT PAGE 146 AND IN DEED RECORDED FEBRUARY 04, 2003 UNDER RECEPTION NO. 1482899. (NOT PLOTTABLE)

4.) THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE LOWER ARKANSAS VALLEY WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 13, 2002, UNDER RECEPTION NO. 1474320 AND NOTICE RECORDED JANUARY 4, 2010 UNDER RECEPTION NO. 1829179. (NOT PLOTTABLE)

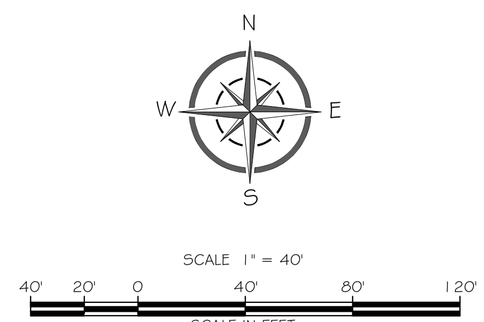
5.) TERMS, CONDITIONS, PROVISIONS, RESTRICTIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT CASE NO A-04-02 BANDERA/SIENA ANNEXATION RECORDED JANUARY 04, 2005 UNDER RECEPTION NO. 1601292. ANNEXATION MAP RECORDED JANUARY 04, 2005 UNDER RECEPTION NO. 1601291. (NOT PLOTTABLE)

6.) THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE PUEBLO CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 01, 2007, UNDER RECEPTION NO. 1736292 AND RECORDED FEBRUARY 15, 2013 UNDER RECEPTION NO. 1934215 AND PUEBLO CONSERVANCY DISTRICT MAP RECORDED DECEMBER 11, 2009 UNDER RECEPTION NO. 1829096. (NOT PLOTTABLE)

7.) DEED OF TRUST DATED MARCH 21, 2024, FROM LION HEART INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF PUEBLO COUNTY, COLORADO FOR THE USE OF BANK OF SAN JUANS, DIVISION OF GLACIER BANK TO SECURE THE SUM OF 470,000.00 RECORDED MARCH 25, 2024, UNDER RECEPTION NO. 2337835.

SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED MARCH 25, 2024, UNDER RECEPTION NO. 23378836. (AFFECTS PARCEL B, NOT PLOTTABLE)

NOTICE:
ACCORDING TO C.R.S. 13-80-105, 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 CERTIFICATE SHOWN HEREON.

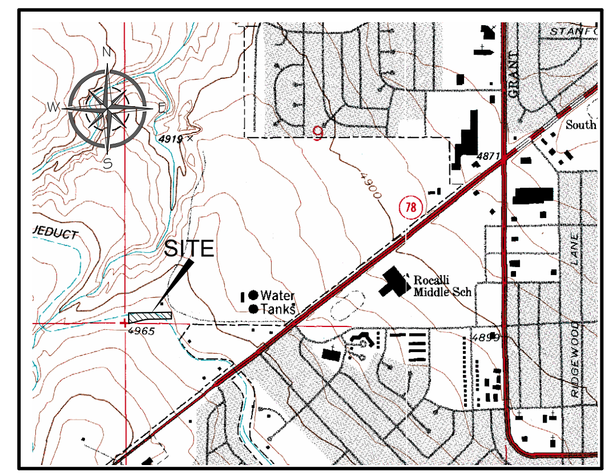


(P) = PLAT DIMENSION (SHULL'S SUBDIVISION)

△ = FOUND CENTERLINE MONUMENT NO. 5 REBAR WITH 2" ALUMINUM CAP L.S. NO. 12933

○ = SET NO. 4 REBAR WITH YELLOW PLASTIC CAP P.L.S. NO. 22101

C1 = D = 8°45'01" R = 540.00' L = 82.47'



VICINITY MAP

L1	S00°58'22"E	7.71'
L2	N62°37'32"E	40.11'
L3	S62°37'32"W	28.94'
L4	S00°58'22"E	1.51'

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	10-28-25	PLANNING RED LINES	RGR
2	11-20-26	PRIVATE EASEMENTS	RGR

SHEET: 1 OF 1
DATE: 9-8-2025
SCALE: 1" = 40'

PROJECT: DK HORN ENGINEERING
DESCRIPTION: PELLECCHIA SUB (SIENA DRIVE)
FIELD: SB | JOB NUMBER: 2025-083
DRAWN: RMS | FILE NAME: 2025-083
CHECKED: RGR | REF. JOB NO.

Cardinal Points
Surveying Inc.
4601 Eagleridge Place, Suite 110
Pueblo, Colorado 81008
(719) 253-0874 - (719) 253-0878 fax

PELLECCHIA SUBDIVISION

A PORTION OF LOTS 10 AND 20, BLOCK 5, SHULL'S SUBDIVISION, LOCATED WITHIN A PORTION OF THE SW 1/4 OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

KNOW ALL MEN BY THESE PRESENTS: THAT LION HEART INVESTMENTS, LLC., A COLORADO LIMITED LIABILITY COMPANY BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PARCELS OF LAND:

THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED FILED FOR RECORD MARCH 1, 2006 AS RECEPTION NO. 1663962 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER WHICH READS AS FOLLOWS:

LOT 20, BLOCK 5, SHULL'S SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, FILED FOR RECORD JULY 14, 1887, COUNTY OF PUEBLO, STATE OF COLORADO.

AND

THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED FILED FOR RECORD AUGUST 9, 2007 AS RECEPTION NO. 1737520 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER WHICH READS AS FOLLOWS:

LOT 10, BLOCK 5, SHULL'S SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, FILED FOR RECORD JULY 14, 1887, AND ALL THAT PORTION OF VACATED JONES AVENUE AS SHOWN ON STREET VACATION FILED FOR RECORD JULY 25, 2005 AT RECEPTION NO. 1630543. COUNTY OF PUEBLO, STATE OF COLORADO.

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO FOUR (4) LOTS, AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED, AND NAMED AS SHOWN ON THE ANNEXED PLAT, FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS PELLECCHIA SUBDIVISION.

THE DRAINAGE EASEMENT AND PUBLIC UTILITY EASEMENT SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF THE LOTS OR PARCELS UPON WHICH THE EASEMENTS ARE LOCATED. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT, BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S).

EACH INDIVIDUAL LOT SHALL HAVE ITS OWN DETENTION AND WATER QUALITY FACILITIES WHICH SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF THE LOTS UPON WHICH THE FACILITIES ARE LOCATED. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S).

DRAINAGE DETENTION, AND WATER QUALITY FACILITIES SHALL BE DESIGNED AND INSTALLED AT THE TIME OF SITE DEVELOPMENT.

DETENTION EASEMENTS SHALL BE CREATED FOR ALL DETENTION FACILITIES AND ALL PERTINENT, REQUIRED DRAINAGE EASEMENTS SHALL BE CREATED BY SEPARATE INSTRUMENT.

"A FORMAL ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAS NOT BEEN PERFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER'S KNOWLEDGE, INFORMATION, AND BELIEF, THERE ARE NO KNOWN HAZARDOUS SUBSTANCES PRESENT WITHIN THIS SUBDIVISION."

IN WITNESS WHEREOF THE FOLLOWING HAVE SET THEIR HAND:

_____ _____

LION HEART INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY **DATE**
BY: RICHARD C. PELLECCHIA, MANAGER/MEMBER

STATE OF COLORADO)
)S.S.
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF_____, 2025 BY RICHARD C.PELLECCHIA, MANAGER/MEMBER OF LION HEART INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

RATIFICATION OF PLAT:

FOR VALUE RECEIVED, THE UNDERSIGNED BEING THE OWNER OF INDEBTEDNESS SECURED BY A DEED OF TRUST RECORDED MARCH 25, 2024 AS RECEPTION NO. 2337835, DOES HEREBY RATIFY AND CONSENT TO THE SUBDIVISION OF THE LAND PLATTED AS PELLECCHIA SUBDIVISION SHOWN ON THE SUBDIVISION PLAT RECORDED BY RECEPTION NUMBER _____ IN THE RECORDS OF PUEBLO COUNTY, COLORADO, AND CONFIRMS AND JOINS IN THE DEDICATION OF ALL STREETS, EASEMENTS, RIGHTS OF WAY AND ACCESS RESTRICTIONS SHOWN THEREON AND SUBORDINATES ITS INTEREST IN THE PROPERTY DESCRIBED IN THE SUBDIVISION PLAT TO ANY SUBDIVISION IMPROVEMENTS AGREEMENT AND ADDENDUM THERETO BETWEEN THE SUBDIVIDER AND CITY OF PUEBLO EXECUTED IN CONJUNCTION THEREWITH.

SIGNED THIS_____ DAY OF_____, 2025.

BANK OF THE SAN JUANS, DIVISION OF GLACIER BANK

BY: _____

TITLE: _____

STATE OF COLORADO)
) S.S.
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025 BY _____, _____ OF BANK OF THE SAN JUANS, DIVISION OF GLACIER BANK.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF TITLE 12-4-7 (J) (1) AND 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
APPROVAL FOR RECORDING:

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_____ _____
CITY CLERK **DATE**

LAND SURVEYOR'S CERTIFICATION:

I, **RANDY G. REEVES**, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, HEREBY CERTIFY TO LION HEART INVESTMENTS, LLC., A COLORADO LIMITED LIABILITY COMPANY THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED UNDER MY RESPONSIBLE CHARGE IN AUGUST 2025 AND THAT THIS PLAT OF PELLECCHIA SUBDIVISION, COMPLIES WITH THE REQUIREMENTS OF PLATS AND MAPS AS SET FORTH IN SECTION 38-33.3-209 ET, SEQ. C.R.S. 1992 AND WITH THE MINIMUM STANDARDS FOR LAND SURVEY AND PLATS AS SET FORTH IN SECTION 38-51-106 ET. SEQ. C.R.S. 1994.

_____ _____
RANDY G. REEVES **DATE**
PROFESSIONAL LAND SURVEYOR NO. 22101

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NOTES:

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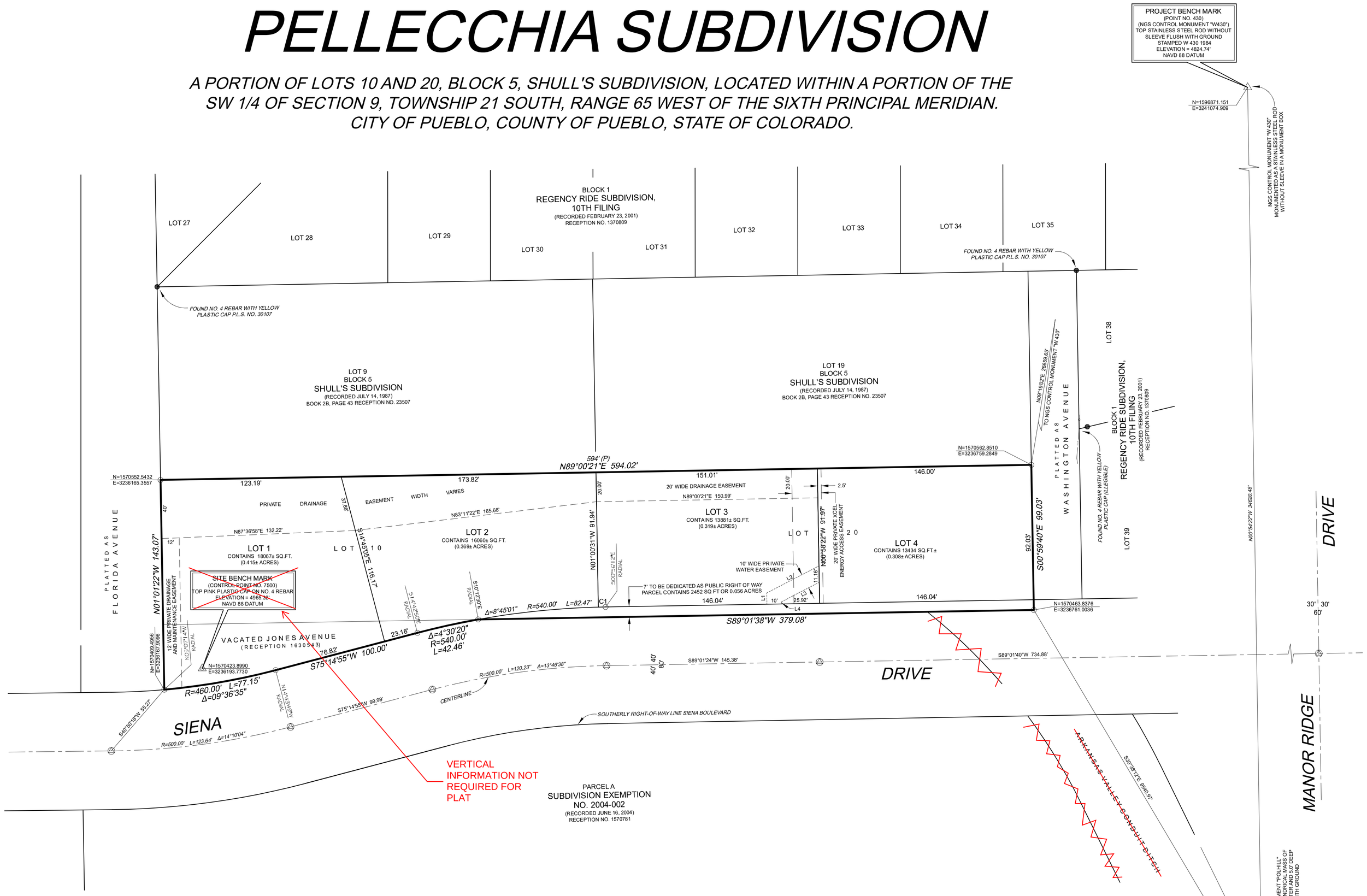

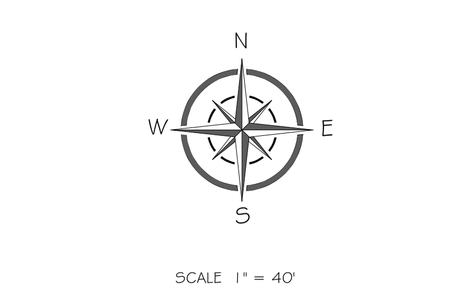

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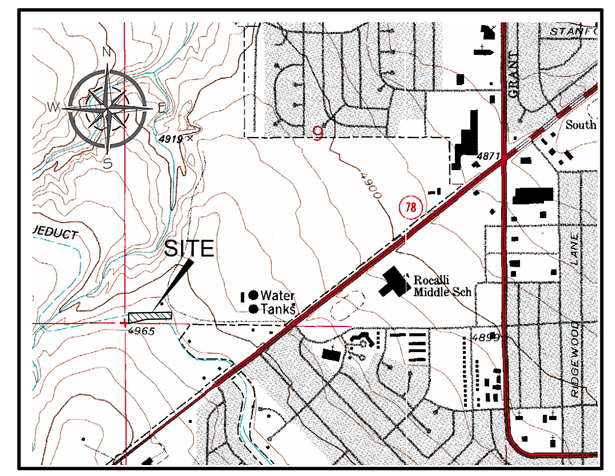

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NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
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2	11-20-26	PRIVATE EASEMENTS	RGR

SHEET: 1 OF 1
DATE: 9-8-2025
SCALE: 1" = 40'

PROJECT: DK HORN ENGINEERING
DESCRIPTION: PELLECCHIA SUB (SIENA DRIVE)
FIELD: SB | JOB NUMBER: 2025-083
DRAWN: RMS | FILE NAME: 2025-083
CHECKED: RGR | REF. JOB NO.

Cardinal Points
Surveying Inc.
4601 Eagleridge Place, Suite 110
Pueblo, Colorado 81008
(719) 253-0874 - (719) 253-0878 fax

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: February 4, 2026

Subject: S-25-06 Pellecchia Subdivision

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the Subdivision be APPROVED with the following noted:

Requests for Modifications to Requirements:	Not Applicable
Request for Deferred Filings	The Subdivision Review Committee has no objection to the Request for Deferred Filings as submitted on 9/8/24.
Plat Deficiencies:	Required revisions to the subdivision plat as indicated by Joe Martellaro and Noah Stamm representing Public Works and Stormwater are attached as noted on copies of the proposed subdivision plat.
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. Public Work's comments to remove reference to vertical site benchmark information and illustration of the Arkansas Valley Conduit Ditch must be reflected on the plat. 2. Stormwater's comments to amend the drainage easement dedication language and remove the label of "private" from the illustrated easements must be reflected on the plat.

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Director Planning and Community Development

CC: Jonell Gist, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-25-06 Pellecchia Subdivision

DATE: April 16, 2026

Please place the above referenced submittal on the City Council Agenda.

October 27, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Darlene Horn for the approval of the following application:

S-25-06 Subdivision: Pellecchia Subdivision, a subdivision of 1.46 acres located north of Siena Dr. and east of Bandera Pwky into 4 lots for future residential and commercial development

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**.

Berrit Odom, Director of Planning & Community Development
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 Darlene Horn for the approval of the following application:

S-25-06 Subdivision: Pellecchia Subdivision, a subdivision of 1.46 acres located north of Siena Dr. and east of Bandera Pwky into 4 lots for future residential and commercial development

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Berrit Odom, Director of Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

CASE NUMBER: S-25-06

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 Pellecchia 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.

11-25-25 Mailed By Carol
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado

Planning & Zoning Commission

Alexandra Aznar

Samuel Hernandez Jr.

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, February 11, 2026, 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:38 pm. with Chairman Mike Castellucci presiding.

Commissioners Present: Brett Boston, Mike Castellucci, Patrick Avalos, Alexandra Aznar, Elizabeth Bailey, Cheryl Spinuzzi, James Salazar

Commissioners Absent: N/A

Staff Members Present*:* Laura Portis, Assistant City Attorney; Beritt Odom, Director of Planning and Community Development; Mikaylin Hackley, Planner; and Hannah Prinzi, Planner.

Staff Members Absent: N/A

Approval of the Agenda: Bailey moved to amend the agenda, rescheduling item Z-25-26 to the March 11, 2026, meeting and approve the agenda as amended, seconded by Salazar.

Motion Passed: 7-0.

Public Meeting: N/A

Public Hearing:

S-25-06 Subdivision: Pellecchia Subdivision a subdivision of 1.46 acres located north of Siena Dr. and east of Bandera Pkwy into 4 lots for future residential and commercial development. Staff Report by Mikaylin Hackley, Planner. *Continued from January 14, 2026*

Hearing: Applicant Randy reeves and Richard Pellecchia remained sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the rezone application with one staff condition be forward to City Council, seconded by Salazar.

Motion Passed: 7-0.

Owner	OwnerStree	OwnerCity	Owne	OwnerZip
ARRIAGA CARLOS P/ARRIAGA JESSICA N	5388 KESTREL CT	PUEBLO	CO	81005-5545
ASHLEY BRANT A/ASHLEY CALI M	5412 KESTREL CT	PUEBLO	CO	81005-5545
BURKET DONALD E II/BURKET SUN Y	1 HAWKS POINT CT	PUEBLO	CO	81005-5546
CAMPOS MITCHELL A/CAMPOS JUANA E	5446 KESTREL CT	PUEBLO	CO	81005-5545
CHARLES DAX R/CHARLES KIMBERLY M	5523 TERRACINA PL	PUEBLO	CO	81005-5581
DAUENHAUER JESSE	5420 KESTREL CT	PUEBLO	CO	81005-5545
DOMINGUEZ DECANINI ALDO A/DOMINGUEZ	6 HAWKS POINT CT	PUEBLO	CO	81005-5546
KING WILLIAM A/KING KARMYN	5450 KESTREL CT	PUEBLO	CO	81005-5545
LION HEART INV LLC	5071 NORTHCREEK F	BEULAH	CO	81023-9601
MADRID RICHARD G	4 HAWKS POINT CT	PUEBLO	CO	81005-5546
MANISCALCO KEVIN S/MANISCALCO FRANK	5360 KESTREL CT	PUEBLO	CO	81005-5544
MEIER KENT/MEIER PAMELA R	5449 KESTREL CT	PUEBLO	CO	81005-5543
MELSTER MATTHEW J/MELSTER NICOLE M	5434 KESTREL CT	PUEBLO	CO	81005-5545
METZGER DONALD P/METZGER NANCY	3 HAWKS POINT CT	PUEBLO	CO	81005-5546
MILLER JACQUELINE L/MILLER T RICHAR	5428 KESTREL CT	PUEBLO	CO	81005-5545
MONTOYA RODNEY R/MONTOYA GILBERTA A	5400 KESTREL CT	PUEBLO	CO	81005-5545
PUBLIC SERVICE CO OF COLORADO + C/O PROP	PO BOX 840	DENVER	CO	80201-0840
QUINTANA MARTIN E/QUINTANA VETA E	5442 KESTREL CT	PUEBLO	CO	81005-5545
SALAS WILFRED/SALAS JULIE ANN	5406 KESTREL CT	PUEBLO	CO	81005-5545
SOUTH VILLAGE AT PUEBLO LLC	PO BOX 50647	COLORADC	CO	80949-0647
VIALPANDO CHRISTOPHER G/KUETER BECK	5 HAWKS POINT CT	PUEBLO	CO	81005-5546
WHITE RICHARD R/WHITE LORETTA	5517 TERRACINA PL	PUEBLO	CO	81005-5581
WILSON FAMILY PARTNERSHIP LTD	207 BRIDLE TRL UNI	PUEBLO	CO	81005-2974

Docusign Envelope ID: 52964CFA-4198-81DA-80B0-AA3BE89940A6

City Clerk's Office Item # S1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 26, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE AMENDING SECTION 15-1-6 OF THE PUEBLO MUNICIPAL CODE RELATING TO MOTORIZED VEHICLES UPON BIKEPATHS

SUMMARY:

Attached for consideration is an ordinance amending Pueblo Municipal Code Section 15-1-6 – "Motorized vehicles in certain areas" to resolve an ambiguity referencing "the Director."

PREVIOUS COUNCIL ACTION:

On August 24, 2022 City Council passed Ordinance 10257, updating Section 11-1-10 to set forth permissible and impermissible vehicle use upon City recreation paths, including specifications for e-bike usage. On December 11, 2025, City Council passed Ordinance 11086 adopting the 2024 Revision of the Model Traffic Code.

BACKGROUND:

Section 15-1-6(b) provides that "it shall be unlawful for any motorized vehicle to be driven or operated in any City-owned park or recreation area or upon any area designated or posted as part of river trail or bike path system within the City unless the operator has first obtained a permit for operation from the Director." This Ordinance would clarify that "Director" refers to the "Director of Parks and Recreation."

Section 15-1-6(f) provides that "it shall be unlawful for any Class 3 electrical assisted bicycle, as defined by the November 2024 Revision 1.0 Model Traffic Code incorporated by City Code Section 15-1-1, to be driven or operated in any City-owned park or recreation area or upon any area designated or posted as part of river trail or bike path system within the City unless the operator has first obtained a permit for operation from the Director." This Ordinance would clarify that "Director" refers to the "Director of Parks and Recreation."

Docusign Envelope ID: 52964CFA-4198-81DA-80B0-AA3BE89940A6

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council may request that staff draft an alternate amendment to this Section which would grant permit-issuing authority to a Director other than the Director of Parks and Recreation.

RECOMMENDATION:

Staff recommends that a Director be designated in this section to resolve the ambiguity.

ATTACHMENTS:

None

Docusign Envelope ID: 52964CFA-4198-81DA-80B0-AA3BE89940A6

ORDINANCE NO. 11177

AN ORDINANCE AMENDING SECTION 15-1-6 OF THE PUEBLO MUNICIPAL CODE RELATING TO MOTORIZED VEHICLES UPON BIKEPATHS

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

SECTION 1.

Section 15-1-6 – "Motorized vehicles in certain areas" of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 15-1-6. - Motorized vehicles in certain areas.

(b) Except as otherwise provided in Subsection (c) of this Section, it shall be unlawful for any motorized vehicle to be driven or operated in any City-owned park or recreation area or upon any area designated or posted as part of river trail or bike path system within the City unless the operator has first obtained a permit for operation from the Director **of Parks and Recreation**.

(f) It shall be unlawful for any Class 3 electrical assisted bicycle, as defined by the November 2024 Revision 1.0 Model Traffic Code incorporated by City Code Section 15-1-1, to be driven or operated in any City-owned park or recreation area or upon any area designated or posted as part of river trail or bike path system within the City unless the operator has first obtained a permit for operation from the Director **of Parks and Recreation**.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately after final action by the Mayor.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 11, 2026.

Final adoption of Ordinance by City Council on May 26, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...

President of City Council

Docusign Envelope ID: 52964CFA-4198-81DA-80B0-AA3BE89940A6

Action by the Mayor:

☒ Approved on 05/27/2026.

☐ 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:
Clyde Bishop
F1C1AF8727B149A...

City Clerk

Docusign Envelope ID: B97D6B52-A430-8EF4-839B-7F498870840A

City Clerk's Office Item # S2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 26, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AERONAUTICS DIVISION GRANT NO. 26-PUB-01 FOR FUNDS IN THE AMOUNT OF $20,359 FOR THE TAXIWAY A SEALCOAT (PHASE I) PROJECT DESIGN, BID, AND SEALCOAT, BUDGETING AND APPROPRIATING SAID FUNDS TO PROJECT NO. AP2603 – PUB TAXIWAY A SEALCOAT PROJECT

SUMMARY:

This Ordinance will approve and accept a Colorado Department of Transportation Aeronautics Division Grant for the PUB Taxiway A Sealcoat (Phase I) project design, bid, and sealcoat at the Pueblo Memorial Airport.

PREVIOUS COUNCIL ACTION:

Resolution 16293, approved March 9, 2026, established Account No. AP2603 – PUB Taxiway A Sealcoat.

BACKGROUND:

The center section of Taxiway A at the Pueblo Memorial Airport is due for a full sealcoat. This project is scheduled for 2026 on the Airport Capital Improvement Plan with the FAA and CDOT.

FINANCIAL IMPLICATIONS:

Funds in the amount of $20,359 will be budgeted and appropriated to Project No. AP2603 – PUB Taxiway A Sealcoat. The City's matching fund obligation of $20,360.00 will be funded from previously budgeted and appropriated funds in Project No. AP2603.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

Docusign Envelope ID: B97D6B52-A430-8EF4-839B-7F498870840A

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the grant will not be accepted from the State and the project will not occur.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. 26-PUB-01 SDGA Resolution To Be Signed

Docusign Envelope ID: B97D6B52-A430-8EF4-839B-7F498870840A

ORDINANCE NO. 11178

AN ORDINANCE APPROVING AND ACCEPTING COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AERONAUTICS DIVISION GRANT NO. 26-PUB-01 FOR FUNDS IN THE AMOUNT OF $20,359 FOR THE TAXIWAY A SEALCOAT (PHASE I) PROJECT DESIGN, BID, AND SEALCOAT, BUDGETING AND APPROPRIATING SAID FUNDS TO PROJECT NO. AP2603 – PUB TAXIWAY A SEALCOAT PROJECT

WHEREAS, the General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in C.R.S. §43-10-101 ("the Act") "…that there exists a need to promote the safe operations and accessibility of general aviation in this state: that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of the state is crucial in the event of a medical or other type of emergency…"; and,

WHEREAS, the Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. See C.R.S. §43-10-103 and C.R.S. §43-10-105 and C.R.S. §43-10-108.5 of the Act; and,

WHEREAS, any eligible entity operating an FAA-designated public-use airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports and such airports may request assistance by means of an Ordinance passed by the applicant's duly-authorized Governing body, which understands that all funds shall be used exclusively as defined in the Division's Programs and Procedures Manual ("the Manual") and the Airport Sponsor Assurances for the Colorado Discretionary Aviation Grant Funding ("Grant Assurances") for the project detailed in the Discretionary Aviation Grant Application ("Application") and in conjunction with CDOT's Small Dollar Grant Award Terms and Conditions; NOW THEREFORE,

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

SECTION 1.

The City Council of the City of Pueblo, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics ("Division") in the form of a state aviation system grant. The City of Pueblo states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application. By signing this Ordinance, the City of Pueblo commits to keep open and accessible for public use all grant funded facilities, improvements, and services for their useful life, as determined by the Division and stated in this Ordinance and Grant Assurances.

SECTION 2.

The Small Dollar Grant Award CDAG No. 26-PUB-01, together with Exhibit A (Application), Exhibit B (Grant Assurances), and Exhibit C (State of Colorado Small Dollar Grant Award Terms and Conditions, including all addenda thereto) (collectively, the "Grant

Docusign Envelope ID: B97D6B52-A430-8EF4-839B-7F498870840A

Agreement"), by and between the Colorado Department of Transportation Aeronautics Division ("CDOT") and the City of Pueblo, a Municipal Corporation, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby accepted and approved.

SECTION 3.

The Mayor is hereby authorized to execute the Grant Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Grant Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 4.

The City of Pueblo hereby designates the Director of Aviation as the Project Director, as described in the Manual, and authorizes the Project Director to act in all matters relating to the work project proposed in the Application on City's behalf.

SECTION 5.

Funds in the amount of $20,359.00 from the Grant Agreement are hereby budgeted and appropriated to Project No. AP2603 – Taxiway A Sealcoat.

SECTION 6.

The City of Pueblo has appropriated all funds that are currently required to be provided by the Application under the terms and conditions of the Grant Agreement.

SECTION 7.

Pursuant to the Grant Agreement, CDOT may propose amendments to the grant terms and its obligations thereunder. Administrative amendments, including but not limited to changes to the project schedule, scope clarifications that do not alter the substantive work to be performed, and compliance updates, may be accepted on behalf of the City by the Mayor or the Director of Aviation without further action by City Council, provided that such administrative amendments do not increase or decrease the maximum grant obligation or the City's matching fund requirement. Any amendment that would increase or decrease the maximum grant obligation, or that would alter the City's matching fund requirement, shall be submitted to City Council for acceptance by separate ordinance in accordance with Section 3-17 of the Pueblo City Charter, and any increase in funding shall be appropriated by separate ordinance in accordance with Section 7-14 of the Pueblo City Charter.

SECTION 8.

The City of Pueblo hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves the Grant Agreement submitted by the State, including all terms and conditions contained therein.

SECTION 9.

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

Docusign Envelope ID: B97D6B52-A430-8EF4-839B-7F498870840A

SECTION 10.

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 May 11, 2026.

Final adoption of Ordinance by City Council on May 26, 2026.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 05/27/2026.

☐ 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:
Clyde Bishop
F1C1AF8727B149A...

City Clerk

Colorado Division of Aeronautics
Discretionary Aviation Grant Resolution

RESOLUTION

WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "… that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency…"

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating an FAA-designated public-use airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports and request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as **Exhibit B** for the project detailed in the Discretionary Aviation Grant Application ("Application") attached hereto as **Exhibit A** and in conjunction with CDOT's Small Dollar Grant Award Terms and Conditions attached hereto as **Exhibit C**.

NOW, THEREFORE, BE IT RESOLVED THAT:

The **City of Pueblo,** as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The **City of Pueblo** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

By signing this Grant Resolution, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Assurances as shown in Exhibit B, Table 1.

FURTHER BE IT RESOLVED:

That the **City of Pueblo** hereby designates **Greg Pedroza** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application, including execution of any amendments.

FURTHER:

The **City of Pueblo** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the applicant as shown on the Application.

FINALLY:

The **City of Pueblo** hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves this Grant Resloution, including all terms and conditions contained therein.

By:_____ Date: _____

Print Name and Title:_____

ATTEST (if needed)

By:_____

Print Name and Title:_____

Exhibit A, Discretionary Aviation Grant Application/Statement of Work

Colorado Division of Aeronautics

APPLICANT INFORMATION

Applicant Sponsor:
City of Pueblo
Airport:
Pueblo Memorial Airport
Identifier:
PUB

Mailing Address:
1 City Hall Place
Pueblo CO 81003
Email Address:
gpedroza@pueblo.us
Phone Number:
(719) 553-2744

GRANT DETAILS

Grant Name: 26-PUB-01

Project Director: Greg Pedroza

Terms

Execution Date:
The Effective Date

Expiration Date:
June 30, 2029

FUNDING SUMMARY

Funding Source	Funding Amount
State Aviation Grant:	$20,359.00
Local Cash:	$20,360.00
Local In-Kind:	$0.00
Federal Aviation Grant:	$773,648.00
Total Project Funding:	**$814,367.00**

PROJECT SUMMARY & BUDGET

This project will include a crack seal and seal coat application using the FAA P-608 Seal Coat (2:1 dilution rate) of Taxiway A between Taxiway D and Taxiway A10, and all associated connectors up to the hold line. This project will have an estimated 2-month design phase (March – April 2026); 1-month bid phase (May 2026); and construction occurring around September 2026. Furthermore, construction is anticipated to take approximately 7 working days for the initial work (crack seal, seal coat, and initial pavement markings). Another few days will be required for punch list and permanent pavement markings approx. 24 calendar days after substantial completion.

ELEMENT DESCRIPTION	STATE FUNDING	STATE %	LOCAL FUNDING	LOCAL %	FEDERAL FUNDING	FED %	TOTAL
A. Participate in Federally Funded Taxiway A & Connectors Pavement Maintenance (Phase I)	$12,859.00	Up to 2.50	$12,860.00	2.50	$488,648.00	95.00	$514,367.00
B. Participate in Federally Funded Taxiway A & Connectors Pavement Maintenance (Phase I) - BIL	$7,500.00	Up to 2.50	$7,500.00	2.50	$285,000.00	95.00	$300,000.00
TOTALS	**$20,359.00**		**$20,360.00**		**$773,648.00**		**$814,367.00**

Exhibit "B"
Airport Sponsor Assurances for
Colorado Discretionary Aviation Grant Funding

Revised October 15, 2025

I. APPLICABILITY

a. These assurances shall be complied with by Airport Sponsors in the performance of all projects at airports that receive Colorado Department of Transportation – Division of Aeronautics (Division) Colorado Discretionary Aviation Grant (CDAG) funding for projects including but not limited to: master planning, land acquisition, equipment acquisition or capital improvement projects (Project). It is not the intent of these Assurances to expand existing Federal Aviation Administration (FAA) Grant Assurances for airports included in the National Plan of Integrated Airport Systems (NPIAS); as similar assurances already exist for acceptance of FAA funding.

b. Upon acceptance of this grant agreement these assurances are incorporated in and become a part thereof.

II. DURATION

a. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the Project as defined in Table 1 (Useful Life), or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion, whichever period is greater. However, there shall be no limit on the duration of the assurances with respect to real property acquired with CDAG Project funds.

III. COMPLIANCE

a. Should an Airport Sponsor be notified to be in non-compliance with any terms of this agreement, they may become ineligible for future Division funding until such non-compliance is cured.

b. If any Project is not used for aviation purposes during its Useful Life, or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion or at any time during the estimated useful life of the Project as defined in Table 1, whichever period is greater, the Airport Sponsor may be liable for repayment to the Division of any or all funds contributed by the Division under this agreement. If the airport at which the Project is constructed is abandoned for any reason, the Division may in its discretion discharge the Airport Sponsor from any repayment obligation upon written request by the Airport Sponsor.

IV. AIRPORT SPONSOR STATE GRANT ASSURANCES

1. **Compatible Land Use.** Compatible land use and planning in and around airports benefits the state aviation system by providing opportunities for safe airport development, preservation of airport and aircraft operations, protection of airport approaches, reduced potential for litigation and compliance with appropriate airport design standards. The airport will take appropriate action, to the extent reasonable, to restrict the use of land adjacent to, in the immediate

vicinity of, or on the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

2. **On-Airport Hazard Removal and Mitigation**. The airport will take appropriate action to protect aircraft operations to/from the airport and ensure paths are adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

3. **Safe, Efficient Use, and Preservation of Navigable Airspace.** The airport shall comply with 14 CFR Part 77 for all future airport development and anytime an existing airport development is altered.

4. **Operation and Maintenance.** In regards to Projects that receive Division funding, the airport sponsor certifies that it has the financial or other resources that may be necessary for the preventive maintenance, maintenance, repair and operation of such projects during their Useful Life.

   The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. The airport will also have in effect arrangements for:

   a. Operating the airport's aeronautical facilities whenever required;
   b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.

5. **Airport Revenues.** All revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the owner or operator of the airport for aviation purposes.

6. **Airport Layout Plan (ALP).** Once accomplished and as otherwise may be required to develop, it will keep up-to-date a minimum of an ALP of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing improvements thereon.

7. **Use for Aviation Purposes.** The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired, renovated or maintained under the terms of this Agreement for activities other than aviation purposes unless otherwise exempted by the Division.

TABLE 1

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Permanent aviation fuel farms, including storage tanks, dispensing vehicles and related equipment*	15 years
g. Airfield lighting and signage	10 years
h. Navigational Aids	15 years
i. Buildings	40 years
j. Land	Unlimited

*Temporary, non-permanent aviation fuel storage equipment (such as tank trailers and skid mounted self-contained storage tanks) that is used exclusively to facilitate the transition from 100LL avgas to unleaded avgas is not subject to a specific useful life.

Exhibit "C"

MODEL SMALL DOLLAR GRANT AWARDS AND CONTENT

State Controller Policy

Effective Date:10/12/2023; Revised 3/27/2025

Approved by: Robert Jaros, CPA, MBA, JD, Colorado State Controller

1. Background

This is a State Controller Contract, Grant, and Purchase Order Policy under the State Fiscal Rules. All Small Dollar Grant Awards shall use one of the approved models Small Dollar Grant Award or Grant Agreement forms described in Fiscal Rule 3-4 unless the State Agency or Institution of Higher Education (IHE) has obtained the prior written approval from the Office of the State Controller (OSC).

2. Available Model Small Dollar Grant Awards

The following model Small Dollar Grant Awards may be used by State Agencies and IHEs without additional approval from the OSC:

A. Financial System Generated Small Dollar Grant Awards. This model is the system-generated document resulting from a Colorado Operations Resource Engine (CORE) POGG1 encumbrance or through another approved state financial system, which also explicitly references a link to the State of Colorado Small Dollar Grant Award Terms and Conditions that are attached to this policy. This model does not include other documents with a similar or the same appearance as one of these documents that is not generated within the financial system
B. Other Approved Forms. A State Agency or IHE, at the discretion of the State Agency's or IHE's Procurement Official or State Controller delegate, may request other approved forms from the OSC.
C. Backup Forms. If CORE or the approved state financial system used by the State Agency or IHE is unavailable for an extended period of time when a Small Dollar Grant Award must be issued, the State Agency or IHE, with the prior approval of the OSC, may use a backup form with the same or substantially similar appearance as one of the documents described in §1)a.

3. Modifications of Model Small Dollar Grant Awards

A State Agency or Institution of Higher Education issuing a Small Dollar Grant Award may not modify the State of Colorado Small Dollar Grant Award Terms and Conditions attached to this policy, including Addendum 1: Additional Terms & Conditions for Information Technology ("Addendum"), in any way without prior written approval of the OSC.

A. Exception. The Office of Information Technology (OIT) may modify the provisions of Addendum for the State of Colorado Small Dollar Grant Awards specifically issued by OIT with the prior written approval of the Procurement Official of OIT or authorized delegate, without obtaining additional approval from OSC.
B. Unauthorized Modifications. Except as described in §2)a., the failure of a State Agency or IHE to obtain approval from the OSC prior to issuing a Small Dollar Grant Award with modified

the State of Colorado Small Dollar Grant Award Terms and Conditions shall constitute a violation of Fiscal Rule 3-4, §§ 4.1.7. and 5.1.

4. Small Dollar Grant Award Exhibits and References

All Small Dollar Grant Awards shall either include or specifically reference the State of Colorado Small Dollar Grant Award Terms and Conditions by hyperlink or, if modified in accordance with §2), attach the modified State of Colorado Small Dollar Grant Award Terms and Conditions and shall clarify on the Small Dollar Grant Award that the attached modified State of Colorado Small Dollar Grant Award Terms and Conditions shall govern the Small Dollar Grant Award in lieu of the State of Colorado Small Dollar Grant Award Terms and Conditions referenced by hyperlink. Small Dollar Grant Awards shall also include any additional exhibits, based on the nature of the work performed under the Small Dollar Grant Award, as required by any other state and/or federal agency with authority over that type of work or by any entity providing funding for the Small Dollar Grant Award, including, but not limited to, the following:

A. Additional information technology provisions required by OIT.
B. Additional provisions required to comply with the Office of Management and Budget Uniform Guidance, or the Federal Funding Accountability and Transparency Act, or any other applicable federal terms and conditions.
C. Any federally required attachments relating to confidential information, such as a Health Information Portability and Accountability Act (HIPAA) Business Associate Addendum or a Federal Tax Information Exhibit.

5. State of Colorado Small Dollar Grant Award Terms and Conditions

A. Offer/Acceptance. This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology, and Addendum 2: Additional Terms and Conditions for Federal Provisions, below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any counter-offer automatically cancels this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
B. Order of Precedence. In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: (1) if applicable, Addendum 2: Additional Terms and Conditions for Federal Provisions, below; (2) the Small dollar Grant Award document; (3) these terms and conditions (including, if applicable, Addendum 1 below); and (4) any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement,

the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.

C. Changes. Once accepted in accordance with §1, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.

D. Definitions. The following terms shall be construed and interpreted as follows: (a) "Award" means an award of Federal financial assistance, and the grant setting forth the terms and conditions of that financial assistance, that a Non-Federal Entity receives or administer.;(b) "Budget" means the budget for the Work described in this Agreement; (c) "Business Day" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11- 101(1); (d) "UCC" means the Uniform Commercial Code in CRS Title 4; (e) "Effective Date" means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; (f) "Federal Award" means an award of federal financial assistance or a cost-reimbursement contract, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; (g) "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1; (h) "Grantee" means the party or parties identified as such in the Grant to which these Terms and Conditions apply. Grantee also means Subrecipient; (i) "Grant Funds" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; (j) "Matching Funds" mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; (k) "Non-Federal Entity" means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or Subrecipient; (l) "Recipient" means the State agency identified on the face of the Small Dollar Grant Award; (m) "Subcontractor" means third parties, if any, engaged by Grantee to aid in performance of the Work; (n) "Subrecipient" means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency; (o) "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise; and (p) "Work" means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

E. Delivery. Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.

F. Rights to Materials. [Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.] Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.

G. Grantee Records. Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Grantee must collect, transmit, and store information related to this Agreement in open and machine-readable formats (2 CFR 200.336). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, et seq. Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

H. Reporting. If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision- making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

I. Conflicts of Interest. Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's

obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

J. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes.

K. Payment. Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Grantee.

L. Term. The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

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

N. Matching Funds. Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct

or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

O. Reimbursement of Grantee Costs. If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are (a) reasonable and necessary to accomplish the Work, and (b) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

P. Close-Out. Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

Q. Assignment. Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

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

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

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

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

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

W. Indemnification. [Not Applicable to Inter-governmental agreements] Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

X. Notice. All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

Y. Insurance. Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: $1,000,000 each occurrence; $1,000,000 general aggregate; $1,000,000 products and completed operations aggregate; and $50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of $1,000,000 each occurrence and $1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

Z. Termination Prior to Grantee Acceptance. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

AA. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under §28.

BB. Termination in Public Interest. The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by §27. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

CC. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.

DD. Grantee's Termination Under Federal Requirements. If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.

EE. Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, CRS §§24-30-1501, et seq. 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.

FF. Grant Recipient. Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

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

HH. Choice of Law, Jurisdiction and Venue. [Not Applicable to Inter-governmental agreements] Colorado law, 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 which 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 City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

II. Prohibited Terms. Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

JJ. Public Contracts for Services. [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5- 102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this

Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre- employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

KK. Public Contracts with Natural Persons. Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.

LL. Whistle Blower Protections. An employee of a grantee must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

MM. Accessibility. Grantee shall comply with and the Work Product provided under this PO shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103(2.4), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), in in the State of Colorado technology standards. Grantee shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Grantee's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with ▫ 24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

6. Addendum 1:

Additional Terms & Conditions for Information Technology IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: (a) "CJI" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; (b) "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 et seq.; (c) "PCI" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law; (d) "PHI" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; (e) "PII" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; (f) "State Confidential Information" means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act, (g) "State Fiscal Rules" means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); (h) "State Fiscal Year" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year; (i) "State Records" means any and all State data, information, and records, regardless of physical form; (j) "Tax Information" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and (k) "Work Product" means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research,

reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to (a) its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and (b) all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement (a) entered into as exhibits or attachments to this Agreement, (b) obtained by the State from the applicable third party Grantee, or (c) in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that (a) requires the State or the State to indemnify Grantee or any other party, (b) is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or (c) is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24- 37.5-401 through 406 and 8 CCR §1501-5 and posted at OIT Technical Standards and Policies, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements

and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. Other Entity Access and Nondisclosure Agreements. Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

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

F. Incident Notice and Remediation. If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State

Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at http://oit.state.co.us/ois, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. Safeguarding PII. If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 et seq. In addition, as set forth in §24-74-102, et seq., C.R.S., Grantee, including, but not limited to, Grantee's employees, agents and subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databased containing PII, Grantee shall execute, on behalf of itself and its employees, the Certification PII Individual Certification Form or PII Entity Certification Form on an annual basis and Grantee's duty shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such subcontractors to execute and deliver the certification to the State on an annual basis, so long as the subcontractor has access to State databases containing PII.

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

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not

compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at OIT Policies webpage. Grantee shall not allow remote access to State Records from outside the United States, including access by Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

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City Clerk's Office Item # S3

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 26, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING A 2ND AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO ("CITY"), A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL HIGHWAY ADMINISTRATION ("FHWA"), FROM THE RAISE GRANT PROGRAM, AWARD NUMBER 693JJ32440495, RELATING TO THE WEST SIDE CONNECTOR PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a 2nd Amendment of an Intergovernmental Agreement ("IGA") between Pueblo, a Colorado Municipal Corporation ("City") and the Federal Highway Administration ("FHWA") relating to the RAISE grant for the West Side Connector Project.

PREVIOUS COUNCIL ACTION:

Ordinance 10787 dated September 9, 2024, established Project DT2401, which approved an IGA between the City and FHWA, budgeted and appropriated funds in the amount of $16,834,725.00 for the West Side Connector Project.

Resolution 15880 approved on January 27, 2025, awarded a contract to Pinyon Environmental, Inc. for Project No. 24-136 Provide NEPA for West Side Improvements.

Resolution 15901, dated February 10, 2025, awarded an Agreement for Professional Engineering Services to Bolton & Menk Inc to render design services for the West Side Improvements.

Ordinance 11064, approved on October 27, 2025, approved the 1st Amendment to the IGA between the City and FHWA, regarding the Raise Grant program for the West Side Connector Project.

Resolution 16913, dated December 8, 2025, awarded an agreement for professional

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services in the amount of $3,396,234.31 to Bolton & Menk, Inc for Project No. 25-002 Planning Consultant for 24th Street Bridge and Downtown Corridor.

Resolution 16266, dated March 9, 2026, established a new Project Account HU2603, transferred funds in the amount of $37,621.43 from HUAN01 to HU2603, approved Amendment 2 to the agreement for professional services between the City and Pinyon Environmental, Inc.

BACKGROUND:

The City was awarded a RAISE Grant which funds several project components that will improve transportation connectivity between the west side of the City and downtown. In the first component, Sun Mountain Boulevard (formerly Spaulding Ave) will be extended from 24th Street to 31st Street. The second component will rehabilitate seventy (70) west side bus stops to comply with ADA standards. The third component consists of planning and design for a 24th Street bridge and traffic corridor to connect the west side area to downtown.

This Ordinance approves the 2nd Amendment to the Intergovernmental Agreement, originally effective on September 11, 2024, between the City and FHWA. This Amendment modifies the scope of the project, by changing the intersections on Sun Mountain Boulevard to stop-sign controlled intersections instead of roundabouts and to change the number of bus stops to approximately 70. After a full warrant study was completed by Bolton & Menk, it was determined that roundabouts were not warranted on Sun Mountain Boulevard. In addition, the Amendment obligates funding in the amount of $11,834,725.00 for Option Phase 1: Construction of West Side Bus Stop Rehabilitation and Sun Mountain Boulevard Extension.

FINANCIAL IMPLICATIONS:

This amendment obligates the rest of the funding awarded by the Raise West Dide Connector Grant, in the amount of $11,834,725.00

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives to completing the project without the construction funds.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. West Side Connector - Amendment 2
2. GRANT CERTIFICATION (signed)

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ORDINANCE NO. 11179

AN ORDINANCE APPROVING A 2ND AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO ("CITY"), A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL HIGHWAY ADMINISTRATION ("FHWA"), FROM THE RAISE GRANT PROGRAM, AWARD NUMBER 693JJ32440495, RELATING TO THE WEST SIDE CONNECTOR PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The 2nd Amendment to the Intergovernmental Agreement (“IGA”) between the City of Pueblo ("City"), a Colorado Municipal Corporation, and the Federal Highway Administration ("FHWA"), Award Number: 693JJ32440495, West Side Connector 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 2nd Amendment in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

The officers 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.

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 May 11, 2026.

Final adoption of Ordinance by City Council on May 26, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

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Action by the Mayor:

☒ Approved on 05/27/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85050B7BCA462...

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:
Clyde Bishop
F1C1AF8727B149A...

City Clerk

1. Award No.
693JJ32440495

2. Effective Date
See No. 17 Below

3. Assistance Listings No.
20.933

4. Award To
City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Unique Entity Id.: NJK3BNUDRHJ7
TIN No.:

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Acquisition & Grants Management
1200 New Jersey Avenue, SE
HCFA-32, Mail Drop E62-204
Washington, DC 20590

6. Period of Performance
Effective Date of Award – 12/31/2028

7. Total Amount

Federal Share:	$16,834,725
Recipient Share:	$0
Total:	$16,834,725

8. Type of Agreement
Grant

9. Authority
49 U.S.C. 6702; Infrastructure Investment and Jobs Act (Pub. L. No. 117-58, div. J, Nov. 15, 2021); Consolidated Appropriations Act, 2022 (Pub. L. 117-103, Mar. 15, 2022)

10. Procurement Request No.
HAD260035PR

11. Federal Funds Obligated
Base Phase: $5,000,000
Subject to the availability of funds (SAF):
Option Phase 1: $11,834,725
Total Potential Value: $16,834,725

12. Submit Payment Requests To
See Article 13 of the General Terms and Conditions.

13. Payment Office
See Article 13 of the General Terms and Conditions.

14. Accounting and Appropriations Data
N/A

15. Description of Project
West Side Connector

RECIPIENT
16. Signature of Person Authorized to Sign

_____
Signature Date
Name: Heather Graham
Title: Mayor

FEDERAL HIGHWAY ADMINISTRATION
17. Signature of Agreement Officer

_____
Signature Date
Name: Ryan Buck
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

SECOND AMENDED AND RESTATED GRANT AGREEMENT UNDER THE FISCAL YEAR 2022 RAISE GRANT PROGRAM

This agreement is between the United States Department of Transportation (the "**USDOT**") and the City of Pueblo (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a RAISE Grant for the West Side Connector.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient's assistance and oversight.

The USDOT and Recipient executed a grant agreement on September 11, 2024 (the "Original Grant Agreement"). The parties amended and restated the grant agreement on April 3, 2026 (the "First Amended and Restated Grant Agreement"). The parties want to replace the Original Grant Agreement and all previous amended and restated grant agreements with the Second Amended and Restated Grant Agreement.

The parties therefore agree to amend and restate the grant agreement to read in its entirety as follows:

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 2022 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program: FHWA Projects," dated November 4, 2025, which is available at https://www.transportation.gov/BUILDgrants/grant-agreements. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.

(b) The Recipient states that it has knowledge of the General Terms and Conditions.

(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, terminating of the RAISE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RAISE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
SPECIAL TERMS AND CONDITIONS.

There are no special terms for this award.

SCHEDULE A
ADMINISTRATIVE INFORMATION

1. Application.

Application Title: Pueblo Westside Connector

Application Date: 04/14/2022

2. Recipient's Unique Entity Identifier.

See section 23.3 of the General Terms and Conditions.

3. Recipient Contact(s).

Kelly Grisham
Public Works Project Coordinator
City of Pueblo
211 East D Street Pueblo, CO 81003
(719) 553-2254
kgrisham@pueblo.us

4. Recipient Key Personnel.

None.

5. USDOT Project Contact(s).

Agreement Officer (AO)
Federal Highway Administration
Office of Cooperative Agreements and Non-State Grant Awards
HACG-30
1200 New Jersey Avenue, S.E.
Washington, DC 20590

and

Agreement Specialist (AS)
Federal Highway Administration
Office of Cooperative Agreements and Non-State Grant Awards
HACG-30
1200 New Jersey Avenue, S.E.
Washington, DC 20590

and

Agreement Officer Representative (AOR)

Division Administrator
FHWA Colorado Division
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
(720) 963-3000
Colorado.FHWA@fhwa.dot.gov

and

Ajin Hu
Grants Program Manager & Region 2 Area Engineer
FHWA Colorado Division
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
(720) 963-3071
ajin.hu@dot.gov

6. Payment System.

USDOT Payment System: DELPHI eInvoicing

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Cooperative Agreements and Non-State Grant Awards

8. Federal Award Identification Number.

See section 23.2 of the General Terms and Conditions.

9. Designated Subrecipient.

Designated Subrecipient: None

SCHEDULE B
PROJECT ACTIVITIES

1. General Project Description.

This project has three distinct components related to reconnecting the West Side of the City of Pueblo to downtown. In the first component, Spaulding/Sun Mountain Blvd. will be extended from 24th Street to 31st Street and two stop-sign controlled intersections will be constructed on where Spaulding intersects 27th Street and 31st Street. The second component will rehabilitate approximately 70 West Side bus stops to comply with ADA standards. The third component, which will be funded as a planning project component, consists of planning and design for a 24th Street bridge and Downtown Corridor.

2. Statement of Work.

Preliminary Engineering

Base Phase:

- Environmental studies and NEPA document preparation
- Engineering design
- Universal Design
- Final design and construction documents

Design includes the Sun Mountain Boulevard extension and West Side bus stops for ADA compliance for later construction under the grant.

This activity also includes the planning for the 24th Street bridge and Downtown Corridor. This entails public engagement, a feasibility study, design, right-of-way needs assessment, and other pre-construction activities but will not result in construction under the grant.

Construction

Option Phase 1: West Side Bus Stop Rehabilitations – implementation of universal design to reconstruct approximately seventy (70) bus stop locations. Work includes:

- Construction inspection,
- Landing pad installation,
- Shelter erection and seating installation,
- Sidewalk extensions and ADA compliant ramps,
- Solar Lighting,
- Wayfinding Signage, and
- Landscaping.

Sun Mountain Boulevard Extension – roadway construction extension from 24th Street to 31st Street and includes two roundabouts where Sun Mountain Boulevard intersects with 27th Street and 31st Street. Work includes:

- Construction Inspection,
- Construction of approximately 0.7 miles of new roadway,
- Installation of two stop-signed controlled intersections,
- Installation of ADA compliance non-vehicular infrastructure with ties to existing conditions at new intersections,
- Utilities extensions,
- Lighting,
- Pavement markings and signage, and
- Landscaping.

SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE

1. Award Dates.

Budget Period End Date:

Base Phase Budget Period End Date: 12/31/2028
Option Phase 1 Budget Period End Date: 12/31/2028

Period of Performance End Date: See section 4.5 of the General Terms and Conditions

2. Estimated Project Schedule.

Milestone	**Schedule Date**
Actual NEPA Completion Date (West Side Bus Stops of Base Phase)	04/30/2026
Actual NEPA Completion Date (Sun Mountain Boulevard of Base Phase)	04/15/2026
Actual Right-of-Way Certification Date (West Side Bus Stops of Option Phase 1)	01/01/2026
Planned Project Completion Date (24th Street Bridge and Downtown Corridor of Base Phase)	06/30/2028
Planned Construction Substantial Completion and Open to Traffic Date (Sun Mountain Boulevard of Option Phase 3)	12/31/2027
Planned Construction Substantial Completion and Open to Traffic Date (West Side Bus Stops of Option Phase 2)	12/31/2027

3. Special Milestone Deadlines.

None.

SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION

1. Award Amount.

RAISE Grant Amount: $16,834,725

2. Federal Obligation Information.

Federal Obligation Type: Multiple

Obligations Allocation and Condition Table		
Portion of the Project	**Allocation from RAISE Grant**	**Obligation Condition**
Base Phase: Preliminary Engineering	$5,000,000	
Option Phase 1: Construction of West Side Bus Stop Rehabilitations & Sun Mountain Boulevard Extension	$11,834,725	Upon confirmation that all applicable Federal requirements have been met.

3. Approved Project Budget.

Eligible Project Costs

	Base Phase: Preliminary Engineering	**Option Phase 1: Construction- West Side Bus Stop Rehabilitations & Sun Mountain Blvd. Extension**	**Total**
RAISE Funds:	$5,000,000	$11,834,725	$16,834,725
Other Federal Funds:	$0	$0	$0
Non-Federal Funds:	$0	$0	$0
Total:	$5,000,000	$11,834,725	$16,834,725

4. Cost Classification Table

Cost Classification	Total Costs	Non-RAISE Previously Incurred Costs	Eligible Costs
Land, structures, rights-of-way, appraisals, etc.	$0	$0.00	**$0**
Architectural and engineering fees	$5,000,000	$0.00	**$5,000,000**
Construction	$10,654,295.45	$0.00	**$10,654,295.45**
Contingency	$1,180,429.55	$0.00	**$1,180,429.55**
Project Total	**$16,834,725.00**	**$0.00**	**$16,834,725.00**

5. Approved Pre-award Costs

None. The USDOT has not approved under this award any pre-award costs under 2 CFR 200.458.

SCHEDULE E
CHANGES FROM FIRST AMENDED AND RESTATED GRANT AGREEMENT

INSTRUCTIONS FOR COMPLETING SCHEDULE E: Describe all material differences between the scope, schedule, and budget described in the First Amended and Restated Grant Agreement and the scope, schedule, budget described in schedules B–D. The purpose of this schedule E is to clearly and accurately document the differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. If there are notable changes in aspects of the Project other than scope, schedule, and budget (*e.g.,* recipient changes), those changes should also be described. See section 3.1 of the General Terms and Conditions.

Scope:
Original list of Bus Stops provided in the RFP came to a total of 70. During early investigations into the list of stops it was determined that 12 of them had recently been improved and therefore did not need additional improvements. City Transit provided a list of 10 stops to be added. As design progressed one of the stops was removed by City Transit. The resultant # of stops are 67, of which 10 are new stops and 57 are existing stops being improved.

In the original application, the Sun Mountain Boulevard intersections at 31st st and future 27th st were identified as roundabouts in order to align with the grant application. During the design phase, the City's consultant performed a comprehensive screening of alternatives, including traditional roundabouts, mini-roundabouts, minor-street stop control, and all-way stop control (AWSC).

While traffic modeling indicated that all alternatives would operate at an acceptable Level of Service (LOS D or better), the full roundabout option was eliminated due to significant right-of-way (ROW) and utility impacts. These impacts would have resulted in substantial cost increases and schedule delays, ultimately risking the federal funding obligation deadline.

Consequently, the minor-street stop-controlled T-intersection is the preferred alternative because it meets operational goals while minimizing cost and ROW footprints. Although an all-way stop-control (AWSC) configuration was also favorable, we recommend monitoring the intersection for future AWSC implementation as nearby development progresses.

Schedule:
In Amendment No. 1, two dates were listed incorrectly. The Actual NEPA Completion (West Side Bus Stops of Base Phase) should be 4/30/2026 instead of 1/29/2026. The actual Right-of-Way Certification Date (West Side Bus Stops) should be listed as 1/1/2026 instead of 1/1/2025. The updated Actual NEPA Completion Date for Sun Mountain Boulevard is 4/15/2026. The Planned Construction Substantial Completion and Open to Traffic Dates are not changed from the first Amendment.

Budget: There are no changes in project budget from the first amendment.

The table below provides a summary comparison of the Project budget.

Fund Source	First Amended and Restated Grant Agreement $	%	Schedule D $	%
Previously Incurred Costs				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
RAISE Funds	16,834,725	100		
Other Federal Funds	0	0		
Non-Federal Funds	0	0		
Total Future Eligible Project Costs	16,834,725	100		
Total Project Costs	16,834,725			

OTHER: THIS AMENDMENT OBLIGATES FUNDING IN THE AMOUNT OF $11,834,725 FOR OPTION PHASE 1: WEST SIDE BUS STOP REHABILITATIONS AND SUN MOUNTAIN BOULEVARD EXTENSION AS PROVIDED IN THE OBLIGATION CONDITION TABLE IN SCHEDULE D.CHANGES FROM ORIGINAL GRANT AGREEMENT

Scope: No Changes

Schedule: Changes in milestone dates from the agreement are based on the current project schedule. Changes to the schedule are due to numerous reasons, including:

- The environmental scoping meeting held on June 24, 2024, indicated that the class of NEPA action for Sun Mountain Boulevard would be a "Simple Categorical Exclusion". However, since that time the class of action has been redefined to be an "Environmental Assessment." Additional time is required to accommodate the higher level of action, which includes more reviews, public notice, public comment, development of a decision document, etc.
- Survey and final siting for the West Side Bus Stops has taken longer than expected. Further, with respect to the Section 106 process, it is expected that a higher level of review for historic resources will be required due to the number of locations and historic properties/districts.
- Coordination with the developer that is associated with lands adjacent to the Sun Mountain Boulevard project area has been time consuming. The project requires traffic data to conduct noise analysis for this project; the project team has had difficulty securing and validating the traffic data that would be provided by others.
- The initial IGA process with FHWA, as well as the release of the initial RFP, took longer than originally anticipated. As this was the City's first time serving as a direct recipient grantee, our internal review process required additional time. The design of 24th Street bridge over the RR tracks and the connection to downtown Pueblo is expected to take much longer time because of the coordination with railroad and the coordination with the ongoing downtown Pueblo master study. We expect the final design and the ROW acquisition will be complected by June 30, 2028.
- We request to have six more months to complete the construction of the bus shelters and Sun Mountain because of multiple advertising packages and the construction of water quality pond.

Milestone	Grant Agreement Date	Amendment No. 1 Date
Actual NEPA Completion Date (West Side Bus Stops of Base Phase)	03/01/2025	1/29/2026

Planned NEPA Completion Date (Sun Mountain Boulevard of Base Phase)	03/01/2025	3/31/2026
Actual Right-of-Way Certification Date (West Side Bus Stops of Option Phase 1)	01/01/2026	1/01/2025
Planned Project Completion Date (24th Street bridge and Downtown Corridor of Base Phase)	06/30/2027	06/30/2028
Planned Construction Substantial Completion and Open to Traffic Date (Sun Mountain Boulevard of Option Phase 3)	06/30/2027	12/31/2027
Planned Construction Substantial Completion and Open to Traffic Date (West Side Bus Stops of Option Phase 2)	09/15/2027	12/31/2027

Budget: No Changes

Other: None.

CHANGES FROM APPLICATION

Scope: No changes.

Schedule: Changes in milestone dates from the application are based on the outcome of discussions between the Recipient and FHWA to determine the best procurement strategies given the various phases of work to be undertaken under this Award. The application also assumed that the IGA would be executed by the end of 2023.

Milestone	Application Date	Schedule C Date
Planned NEPA Completion Date (West Side Bus Stops of Base Phase)	N/A - not provided in the application.	03/01/2025
Planned NEPA Completion Date (Sun Mountain Boulevard of Base Phase)	12/01/2024	03/01/2025
Planned Right-of-Way Certification Date (West Side Bus Stops of Option Phase 1)	N/A – easement needs determined after application submittal.	01/01/2026
Planned Project Completion Date (24th Street bridge and Downtown Corridor of Base Phase)	09/30/2026	06/30/2027
Planned Construction Substantial Completion and Open to Traffic Date (Sun Mountain Boulevard of Option Phase 3)	09/30/2026	06/30/2027
Planned Construction Substantial Completion and Open to Traffic Date (West Side Bus Stops of Option Phase 2)	09/30/2026	09/15/2027

Budget: There are no changes from the application total budget to the agreement total budget. However, the agreement budget was adjusted between phases to better reflect current market cost expectations and the inflationary cost impact on material goods and supplies.

Other: None.

SCHEDULE F
RAISE PROGRAM DESIGNATIONS

1. Urban or Rural Designation.

Urban-Rural Designation: Rural

2. Capital or Planning Designation.

Capital-Planning Designation: Capital and Planning

3. Historically Disadvantaged Community or Area of Persistent Poverty Designation.

HDC or APP Designation: Yes

4. Funding Act.

Funding Act: FY2022

SCHEDULE G
RAISE PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Pueblo West Side

Baseline Measurement Date: August 31, 2026

Baseline Report Date: October 31, 2026

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Rider Characteristics	Quality of Life A mail-back passenger survey distributed to each boarding streetcar passenger on a typical weekday while schools are in session. The specific survey methodology, sample expansion plan and data items require FTA approval prior to implementation, with data items for each surveyed transit rider to include origin-to-destination travel paths, travel purposes, modes of access to (and egress from) transit and socioeconomic characteristics.	Annual
Value of Housing or Land	Economic Competitiveness Quality of Life From Census data of administrative records, the median assessed value of developed and/or undeveloped parcels in the project impact area, as determined by the grantee with FTA concurrence.	Annual

SCHEDULE H
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.)*
X	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.)*
	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 schedule B. *(Identify the relevant actions from schedule 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.

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.

The project includes a variety of planning, design, and construction activities that will be undertaken by professionals and tradespeople. The work will create good-paying jobs, with the free and fair choice to join a union which advocates for strong labor standards for its members.

The City will require selected contractors to participate in relevant workforce development and labor-management partnership training opportunities using resources available through the U.S. Small Business Administration, U.S. Department of Labor, the Colorado Workforce Development Center, and other entities.

GRANT CERTIFICATION

From: Kelly Grisham, Project Coordinator

To: Mark Aliff, President of the City Council
Heather Graham, Mayor

Re: Westside Connector – RAISE grant

I hereby certify that I have reviewed and am familiar with the attached documents, and to the best of my knowledge and belief, the City has the present ability to comply with all special conditions, certifications and assurances therein contained.

Kelly Grisham

4/28/2026

Docusign Envelope ID: BDBEEBEA-6455-8F56-824F-7E0B0EA958D2

City Clerk's Office Item # S4

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 26, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FRIENDS OF CITY PARK, A COLORADO NONPROFIT CORPORATION, AND HISTORIC PUEBLO, INC., A COLORADO NONPROFIT CORPORATION FOR THE RENOVATION OF THE CITY PARK BATH HOUSE AND AUTHORIZING THE MAYOR TO EXECUTE SAID MEMORANDUM OF UNDERSTANDING

SUMMARY:

Attached is an Ordinance approving a Memorandum of Understanding between the City of Pueblo on the one-hand and Friends of City Park ("FCP") and Historic Pueblo, Inc. ("HPI") on the other-hand for the renovation of the City Park Bath House.

PREVIOUS COUNCIL ACTION:

On March 9, 2023, City Council approved Resolution No. 16274 in support of Friends of City Park's submittal of a Letter of Intent for History Colorado's State Historical Fund Competitive Grant Program to preserve the City Park Bath House.

BACKGROUND:

FCP was formed in an effort to preserve and renovate the City Park Bath House to meet today's modern needs as a public facility, world class tennis center, and multi-purpose community space. FCP is in the process of fundraising and applying for various grants. FCP is still working to finalize its 501(c)(3) status with the IRS and therefore, is partnering with HPI on this project in order to utilize its status. HPI will act as the fiscal agent for all grant funds.

Many of the grants FCP and HPI seek to obtain require that they have physical and legal control over the property. The attached Memorandum of Understanding allows FCP and HPI access and control of the property. It also sets forth the parties' understandings and further terms and conditions relating to the renovations.

Docusign Envelope ID: BDBEEBEA-6455-8F56-824F-7E0B0EA958D2

Pursuant to the attached MOU, FCP and HPI will be solely responsible for funding and completing the renovation project. During this project, the Bath House will be closed to the public. FCP and HPI must maintain personal property, commercial liability, and workers compensation insurance. All contractors working on the project must be licensed and insured. All work must be completed pursuant to applicable building codes after receiving proper engineering, plan review, building permit, and inspections.

FINANCIAL IMPLICATIONS:

The City will pay to insure the real property and pay utilities. FCP and HPI shall be responsible for all other costs to renovate the Bath House. In consideration for the MOU, the City will receive the value of the improvements to the Bath House upon conclusion of the MOU.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the MOU will not be approved.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. MOU between Friends of City Park Historic Pueblo Inc. and City

Docusign Envelope ID: BDBEEBEA-6455-8F56-824F-7E0B0EA958D2

ORDINANCE NO. 11180

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FRIENDS OF CITY PARK, A COLORADO NONPROFIT CORPORATION, AND HISTORIC PUEBLO, INC., A COLORADO NONPROFIT CORPORATION FOR THE RENOVATION OF THE CITY PARK BATH HOUSE AND AUTHORIZING THE MAYOR TO EXECUTE SAID MEMORANDUM OF UNDERSTANDING

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

SECTION 1.

The Memorandum of Understanding ("MOU"), between the City of Pueblo, a Colorado municipal corporation on the one-hand and Friends of City Park, a Colorado nonprofit corporation and Historic Pueblo, Inc., a Colorado nonprofit corporation, on the other-hand, having been approved as to form by the City Attorney is hereby approved. The Mayor is authorized to execute and deliver the MOU 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 MOU 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 May 11, 2026.

Final adoption of Ordinance by City Council on May 26, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: BDBEEBEA-6455-8F56-824F-7E0B0EA958D2

Action by the Mayor:

☒ Approved on 05/27/2026.

☐ 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:
Clyde Bishop
F1C1AF8727B149A...
City Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into the last date signed below, by and between the City of Pueblo, a Colorado municipal corporation ("City"), on the one-hand and Friends of City Park, a Colorado nonprofit corporation ("FCP") and Historic Pueblo, Inc., a Colorado nonprofit corporation ("HPI"), on the other-hand (collectively the "Nonprofits").

RECITALS

WHEREAS, the City owns the property commonly referred to as the City Park Bath House and ground immediately surrounding the same as depicted in the attached Exhibit A (hereinafter the "Property");

WHEREAS, FCP and HPI are non-profit entities composed of engaged citizens, community members, and business leaders of Pueblo who are determined to see the preservation of Pueblo's historic assets; and

WHEREAS, FCP was formed to address the City Park Bath House and ensure its legacy is preserved in a way that also meets today's modern needs as a public facility, world class tennis center, and multi-purpose community space; and

WHEREAS, FCP and HPI desire access to the Property for the purpose of preserving and renovating the City Park Bath House;

WHEREAS, the City desires to grant FCP and HPI access to the Property for the purpose of preserving and renovating the City Park Bath House;

WHEREAS, the Parties desire to memorialize the terms and conditions of such access and understandings relating to the preservation and renovations of the Property.

NOW THEREFORE, FCP, HPI and the City agree as follows:

Article 1
Term

1.1 The Term of this MOU shall be for two years ("Term"). The Term shall begin on May 1, 2026 (the "Commencement Date") and terminate on April 30, 2028 (the "Termination Date"), unless sooner terminated pursuant to the terms of this MOU.

Article 2
Access to Property

2.1 Property. In consideration of the mutual covenants and agreements herein contained, the City hereby grants to the Nonprofits access to the Property commonly referred to as the City Park Bath House and ground immediately surrounding the same as depicted in the attached Exhibit A (the "Property"). All equipment and construction-

related materials or waste contemplated by this MOU shall be stored and contained within the Property. All construction or work contemplated by this MOU shall be restricted to and contained within the Property.

2.2 Access Payment. The Nonprofits, as payment for access, shall complete construction of the City approved improvements set forth in paragraph 3.5 of this MOU, in accordance with plans and specifications approved by the City. The Nonprofits shall use commercially reasonable and diligent efforts to complete construction of the improvements within the Term.

2.3 Term of Access. Access to the Property shall commence with the Term of the MOU and terminate upon termination of the MOU. Access to the Property shall not extend beyond the Term of the MOU without a written mutual agreement of the parties.

2.4 Use and Access of the Property.

2.4.1 The Nonprofits may use and access the Property for the purpose of making improvements to the Property consistent with the terms and conditions of this MOU and for no other purpose.

2.4.2 Access and use of the Property shall be non-exclusive and shared with the City and public until such time as the Nonprofits begin active construction of the improvements to the Property. Once the Nonprofits begin active construction of the improvements to the Property, the Property shall be closed to the public and the Nonprofits must secure the Property pursuant to paragraph 2.5 below. Thereafter, the City will continue to have the right to access the Property for inspection as set forth in this MOU and pursuant to its ownership and police powers.

2.4.3 “Active Construction” for the purposes of this MOU shall mean any equipment, materials or supplies being moved to the Property, or the removing, altering, or manipulating of any building material, including but not limited to roofing material, bricks, dirt, landscaping of any kind, and windows. Should any ambiguity arise, the City shall decide in its sole discretion whether “active construction” has begun.

2.4.4 While the Property remains open to the public, the City will maintain and secure and Property.

2.5 Security of Property. The Nonprofits shall cause the Property to be secured to prevent unauthorized entry onto the Property. Such security shall include, at a minimum, keeping all doors and windows to the Bath House closed, boarded, locked or secured and erecting a six-foot fence around the perimeter of the Property that is capable of being locked.

2.6 Utilities. Utilities for the Property will be paid by the City and billed to the FCP quarterly. FCP shall be the point of contact for the Nonprofits with regard to utilities but the Nonprofits shall be jointly and severally liable for all amouts due and required payments for utilities.

2.7 Property Insurance. During the Term, the City shall maintain insurance covering the City's liability for ownership of the Property. FCP and/or HPI must maintain "all-risk" property insurance covering against loss or damage resulting from fire or other insurable loss of the Nonprofit's property.

Article 3
Improvements to Property

3.1 Overview. The Property was originally built in 1937 and currently serves as a public restroom facility for the tennis courts at City Park. Over time the Property has deteriorated and suffered from water intrusion which has affected the foundation causing it to settle and causing the concrete to deteriorate. There are obvious cracks in the foundation and walls.

3.2. Nonprofit Intentions. The Nonprofits shall renovate and improve the Property to function as an updated modern public restroom and meeting area in compliance with all applicable building codes and ADA requirements. All plans and specifications must be approved by the City. The Nonprofits shall complete all improvements to the Property at no cost to the City. FCP shall be the point of contact for the City with regard to construction related matters; however, the Nonprofits shall be jointly responsible to the City for compliance with all terms and conditions of this MOU.

3.3 Nonprofit Acknowledgements. The Nonprofits acknowledge that FCP has inspected the Property, conducted such studies and tests thereof (including environmental tests) necessary or required to perform the Project. The Nonprofits shall be solely responsible for all engineering and architectural plans necessary or required for the Project.

3.4 Conceptual Drawings. The Nonprofits shall within forty-five (45) days of the Commencement Date submit to the City conceptual plans and drawings for the proposed improvements to the Property for approval.

3.5 Project Defined. The final approved plans and drawings shall define the Project. A Scope of Work and unapproved conceptual drawings are attached as Exhibit B. All final conceptual plans and designs must be approved by the City. All plans must be approved by the Planning Department, Parks and Recreation Department, and Public Works Department, the Southern Colorado Building Department, and be consistent with the Pueblo Municipal Code, and all federal, state, and local building regulations. All improvements must be completed pursuant to all relevant building codes and comply with all applicable ADA requirements.

3.6 Nonprofits to Direct Work. The Nonprofits shall be fully responsible for all acts and omissions of all subcontractors, engineers, suppliers and other individuals or entities performing or furnishing any work, materials, or supplies to the Project under a direct or indirect contract with FCP or HPI. The City shall not be responsible for the payment or to see to the payment of any moneys due to any subcontractor, engineer, supplier, or other individual or entity except as may otherwise be required by law.

3.7 Liens and Encumbrances. The Nonprofits must keep the Property free from any mechanic's, materialman's, or similar liens or encumbrances, and any claims therefore for labor or materials furnished to the Nonprofits. If the Nonprofits fail to do so, the City may pay the amount or take such other action as City deems it 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 City will be deemed due and payable upon demand, without limitation as to other remedies available to the City.

3.8 Scheduling Work. The Nonprofits shall be solely responsible for scheduling and coordinating subcontractors, engineers, suppliers, and other individuals and entities performing or furnishing any of the work under a direct or indirect contract with FCP or HPI. All work shall be coordinated with the City Parks and Recreation Department so it does not interfere with events.

3.9 Written Contracts and City Licenses Required. No contractors, subcontractors, engineers, suppliers, or other individuals and entities shall perform or furnish any work, material or supplies for the Project except by written contract and only after obtaining a City of Pueblo business license.

3.10 Licensed and Insured. All contractors, subcontractors, engineers, suppliers, or other individuals and entities performing or furnishing work or supplies for the Project shall be appropriately licensed and insured.

3.11 Working Hours. The Nonprofits shall complete work on the Project during the normal business hours of Monday through Friday between 7:00 a.m. and 5:00 p.m. to avoid disruption of park activities during the evenings and weekends. Any work done outside of normal business hours must be approved by the City. The City may require a pause in work for the full duration of any tennis events held at City Park.

3.12 Work Area. The Nonprofits shall at all times keep the Property free from accumulations of waste materials or rubbish caused by their employees or work and at the completion of the work they shall remove all their rubbish from and about the work and all their tools, equipment, scaffolding and surplus materials and shall leave their work clean and ready to use. The Property shall be kept in a clean and orderly condition and appearance. The Nonprofits shall ensure that construction materials, equipment, and vehicles do not in any way impede, infringe, or interfere with the use of the surrounding areas of City Park by the City or the public.

3.13 Damage to Surrounding Area. The Nonprofits shall proceed with the Project in such a way as to avoid damage to the area surrounding and adjacent to the Property. The Nonprofits shall maintain and/or repair or pay to maintain and/or repair any damage done to all existing property adjacent to the Property, including but not limited to asphalt, road, curb, gutter, concrete, sod, irrigation systems, landscaped areas, fencing, trees, shrubs, bleachers, structures, and tennis courts. The Nonprofits and the City shall conduct a walk through to determined pre-conditions of the surrounding site improvements.

3.14 Utility Locates. The Nonprofits shall be responsible for obtaining all utility locates necessary to perform the Project safely. The Nonprofits acknowledge that the accuracy of information furnished by the City in regard to underground utilities is not guaranteed. The utility locations may be approximate and not include all utilities. The Nonprofits shall determine the exact location of all utilities prior to commencing work.

3.15 Building Permits. The Nonprofits shall be responsible for investigating and determining the requirements for all necessary environmental, drainage, and construction permits. No work shall be completed on the Project or Property without the Nonrpofits first obtaining the proper permits. The Nonprofits shall comply with all conditions of all permits. All permit fees and/or agency fines are the sole responsibility of the Nonprofits and the Nonprofits shall indemnify and hold the City harmless for the same.

3.16 Status Reports. The Nonprofits will provide detailed written project status updates, including budget, timeline and overall construction progress to the Mayor and City Council every 90 days or upon request.

Article 4
Grant Funds

4.1 Fiscal Agent. FCP intends to apply for and obtain grant funding for the Project. FCP and/or HPI shall be the fiscal agent(s) for all grant funds. To the extent grant funds require matching funds, FCP and/or HPI shall provide such matching funds through private donations. It is the intention of the parties that the Project shall be completed at no cost to the City and therefore, the City shall not be required to match grant funds.

4.2 City Cooperation. The City may cooperate and assist with the completion of grant applications at its sole discretion. Any monetary contribution shall be subject to City Council approval and appropriation.

4.3 Reporting Responsibility. The Nonprofits shall be solely responsible for all grant reporting and shall indemnify and hold the City harmless for any failure to comply with grant requirements.

Article 5
Insurance and Warranties

5.1 Insurance Requirements. The Nonprofits shall not commence work under this Contract until they have obtained at their own expense and without cost to the City all insurance required under this paragraph and such insurance has been approved by the City Attorney, nor shall the Nonprofits allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The Nonprofits shall maintain such insurance until the final acceptance by the City of all construction covered by the Contract.

5.1.1 Commercial General Liability Insurance: The Nonprofits shall secure and maintain during the period of this Contract and for such additional time as work

on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Nonprofits with respect to all work performed by them and all their subcontractors under the Contract, to be written on a Commercial General Liability policy form CG 00 01. 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 be endorsed naming the City of Pueblo, its agents, officers, and employees as additional insureds. To the extent that Nonprofit's work, or work under their direction, may require blasting, explosive conditions, or underground operations, the commercial general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of building, or damage to underground property. The policy shall also provide coverage for contractual liability assumed by Nonprofits under the provisions of the Contract, and "Completed Operations and Projects Liability" coverage.

5.1.2 Comprehensive Automobile Liability Insurance: The Nonprofits shall procure and maintain during the period of the Contract and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Nonprofits from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes, and similar equipment whether owned, leased, hired, or used by Nonprofits.

5.1.3 Workers' Compensation Insurance: The Nonprofits shall procure and maintain during the period of this Contract and for such additional time as work on this project is being performed, Workers' Compensation Insurance, including Occupational Disease Provisions, fully complying with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado. Such insurance shall be obtained notwithstanding that the Nonprofits may have no employees as defined under said Act or that the Nonprofits might otherwise avail itself of an exemption under the Act from any legal requirement to obtain such coverage. Such insurance shall cover all employees of the Nonprofits performing work on the project irrespective of whether such employees may be shareholders, managers, partners or owners of the Nonprofits or exempt employees under the Act. If any class of employees engaged in hazardous work under this Contract at the site of the project is not protected by the Workers' Compensation Statute, the Nonprofits shall provide, and similarly shall cause each subcontractor to provide, special insurance for the protection of such employees not otherwise protected. Workers' Compensation policy shall contain an endorsement waiving subrogation against the City.

5.2 Minimum Coverage. The insurance coverage enumerated in the above subparagraphs constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the Nonprofits under the terms of the MOU. The Nonprofits shall procure and maintain, at their own cost and expense, any additional kinds and amounts of insurance that, in their own judgment, may be necessary for their proper protection in the prosecution of the work. Insurance shall be kept in full force during the Term of this MOU and shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the City.

5.3 Certificates of Insurance. The Nonprofits shall provide copies of certificates of insurance for itself and all of its subcontractors to the City upon request.

5.4 General Warranty. All work shall be constructed in compliance with applicable building and construction codes and must be guaranteed for a period of two (2) years from the date of final acceptance, or for such other period as may be required.

Article 6
Termination

6.1 Termination for Cause. The Nonprofits' failure to perform or observe any covenant, condition, provision, or term of the contract shall constitute the Nonprofits' default. In the event of the Nonprofit's default, the City shall have the right to immediately terminate this MOU upon written notice to the Nonprofits and seek all legal and equitable remedies available to it.

6.2 Termination for Convenience. Either party may terminate this MOU at any time during the Term for convenience and without cause. Either party may exercise this option by giving the other party one hundred twenty (120) days prior written notice of termination including the date on which the termination shall become effective.

6.3 Vacation of Property. Upon the expiration, cancellation or termination of this MOU pursuant to the terms hereof, the Nonprofits agree to peaceably leave and exit the Property and remove all material, supplies, equipment, and personal property not affixed to the Property without damage to the Property or cost to the City.

6.4 Title to Improvements Upon Termination. Upon the expiration, cancellation or termination of this MOU pursuant to the terms hereof, the improvements and all additions and appurtenances thereto resulting from the Project shall become the property of the City and title shall automatically vest in the City free and clear of all liens and encumbrances. The Nonprofits agree to execute all documents and take such reasonable actions, if any be necessary, to confirm the transfer of title to the improvements to the City.

Article 7

Miscellaneous Provisions

7.1 No Assignment. This MOU, and any rights or obligations hereunder, may not be assigned, transferred, delegated, or otherwise conveyed by the Nonprofits without the prior written consent of the other party, which may be withheld, conditioned or delayed at the sole discretion of the City. Any attempted assignment in violation of this provision shall be null and void.

7.2 Indemnification. The Nonprofits shall indemnify and hold City, its officers, employees and agents, harmless from and defend them against any and all claims and liability whether for personal injury, bodily injury or property damage, including cost of defense and reasonable attorney fees, for any injury or damage to the City or its officers, agents or employees, or to City's property, or to any third person, or to the property of any third person: (a) occurring in, on or about the Property during the Term; or (b) arising out of or resulting, during the Term, from the Property, or any condition thereon, or from the Nonprofits' use and access of the Property, or any of the Nonprofits' equipment thereon or appurtenances thereto, or any activity conducted thereon by the Nonprofits or the Nonprofits', contractors, subcontractors, suppliers, materialmen, invitees, agents or representatives; all of the above with exception of any injury or damage caused by the acts of City, its officers, employees, invitees or agents.

7.3 Right to Inspect. The City, its officers, employees, agents and representatives may enter upon the Property for any reason during normal business hours upon reasonable notice to FCP. In the case of any emergency or possible casualty involving the Property, entry may be made any time without notice to FCP or HPI.

7.4 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this MOU, as well as continuing obligations indicted herein, will survive final payment, completion and acceptance of the Project and termination or completion of the MOU.

7.5 Governing Law. This MOU shall be governed by the laws of the State of Colorado and shall be construed in accordance therewith without reference to such State's choice of law and/or conflict of law principles.

7.6 Venue and Jury Trial. City and the Nonprofits agree that exclusive venue for all actions or causes of action relating to this MOU or the Property shall be Pueblo County, Colorado. All such actions shall be filed in the District Court in and for the County of Pueblo, State of Colorado and the Nonprofits submit to the jurisdiction of that Court. To the extent allowed by law, each Party waives its right to a jury trial.

7.7 Audit. FCP and HPI shall maintain accurate documents, papers and records of all work completed and amounts paid for work on the Project, including but not limited to subcontract agreements, grant agreements, purchase orders, supply contracts, cancelled checks, receipts, warranties, plans, drawings, permits, approvals, engineering

reports, and environmental reports. FCP and HPI shall provide copies of any and all such records to the City upon request within seven (7) business days.

7.8 Waiver/Remedies. The failure of City or the Nonprofits to insist upon strict performance by the other of any of the provisions of this MOU will not be deemed as a waiver or relinquishment for the future of any such provision. 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.

7.9 Notices. All notices, demands or communications of any kind which may be required or desired to be served, given or made by the Parties upon the others, under the terms of or in connection with this MOU, shall be sufficiently served, given or made (as an alternative to personal service) if such notice, demand or communication is sent by overnight courier or certified United States mail, addressed to:

City of Pueblo
Attn: Mayor
1 City Hall Place
Pueblo, CO 81003
mayor@pueblo.us
with a copy to:

City of Pueblo
Attn: City Attorney
101 W. Riverwalk Place, 4th Floor
Pueblo, CO 81003
csikes@pueblo.us

Friends of City Park
Attn: George Koncilja
1801 Court Street
Pueblo, CO 81003
koncilja.re@gmail.com

Historic Pueblo, Inc.
905 Berkley Avenue
Pueblo, CO 81004
Attn: Corinne Koehler, President
cor_koehler@yahoo.com

(or to such other person or address as may hereafter from time to time be designated for this purpose by either party in writing to the other.)

7.10 Partial Invalidity. If any provision of this MOU or the application thereof to any person or circumstance is, at any time or to any extent, invalid or unenforceable, the remainder of this MOU will not be affected thereby, and each such provision will be valid and will be enforced to the fullest extent permitted by law.

7.11 Attorneys' Fees. In the case of any litigation among the parties under this MOU, the prevailing party will be entitled to reimbursement for its reasonable costs, including reasonable attorneys' fees, incurred in any such dispute.

7.12 Entire Agreement. This MOU contains the entire and exclusive agreement between the parties relating to the Property and Project and may not be modified except by written agreement signed by the parties.

7.13 Relationship of the Parties. FCP and HPI are independent contractors from the City. None of the Parties shall be, or hold itself out as, agent of the other or as joint venturers or partners under this MOU.

7.14 Drafting of Agreement. Each Party acknowledges that this MOU was fully negotiated by the Parties and therefore, no provision of this MOU shall be interpreted against any Party because such Party or its legal representative drafted such provision.

7.15 No Third-party Beneficiaries. The provisions of this MOU 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 MOU.

7.16 Joint and Several Liability. This MOU, or FCP and HPI during the term of this MOU, may delegate discreet tasks to FCP or HPI to perform the requirements of this MOU; however, FCP and HPI shall be jointly and severally liabile for the performance of all obligations and liabilities arising under this MOU regardless of how discreet tasks may be delegated herein or by the Parties. FCP and HPI agree and acknowledge that each is independently liable for full perfomance of all obligations hereunder, and that a breach or default by one of them shall constitute a breach by both. The rights and remedies of the other parties under this MOU may be enforced against any one or more of the jointly and severally liable parties, without the necessity of joining all such parties in any action or proceeding. Each jointly and severally liable party waives any defense based on the absence of any other party in any such action or proceeding.

7.17 Counterparts and Electronic Signature. This MOU 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 one and the same original. Parties agree that this MOU may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same legal effect, validity, and enforceability as a handwritten signature. No party shall contest the admissibility or enforceability of this MOU solely on the basis that it was executed electronically.

Friends of City Park,
a Colorado nonprofit corporation

By:_____
Its: _____

Date:_____

City of Pueblo,
a Colorado municipal corporation

_____
Heather Graham, Mayor

Date:_____

Historic Pueblo, Inc.,
a Colorado nonprofit corporation

By:_____
Its:_____

Date:_____

Exhibit B
Scope of Work

PHASE I: Develop Conceptual Drawings Deadline: 45 days from Commencement

- FCP will develop conceptual drawings and present to City Departments, including the Department of Parks and Recreation, for approval.
- FCP shall have fourteen (14) days to correct, modify or address concerns noted by City on the conceptual drawings and resubmit to City Departments for final approval.

PHASE II: Submit for Approved Construction Documents Deadline: 120 days from Commencement

- All architectural and engineering drawings will be fully and finally complete based upon the conceptual drawings mutually approved by the City and FCP.
- All required environmental permits will be obtained from the applicable federal, state, or local agencies.
- All required building permits will be obtained from the applicable federal, state, or local agencies.
- FCP shall provide detailed written project status updates, including budget, timeline and overall construction progress to the Mayor and City Council every 90 days or upon request.

PHASE III: Construction Phase I - Stabilization of Structure Deadline: 360 days from Commencement

- Stabilization of the structure and foundation pursuant to all approved plans and building permits.
- Stabilization of the floors pursuant to all approved plans and building permits.
- Address the exterior and interior stone pursuant to all approved plans and building permits.
- Address water affecting the structure including but not limited to grading, ground water and gutters pursuant to approved plans and building permits.
- Open up all blocked-in windows and doors.
- Restoration of existing windows if possible and replacement of windows to match if not possible.
- Painting, repair and general cleaning of structure.
- All work to be completed pursuant to engineer and architecture reports and approved plans and building permits.
- FCP will provide detailed written project status updates, including budget, timeline and overall construction progress to the Mayor and City Council every 90 days or upon request.

PHASE IV: Construction Phase II – Interior Demolition Deadline: 420 days from Commencement

- Demo existing restroom areas pursuant to approved plans and permits.
- Prepare restroom floor for new plumbing pursuant to approved plans and permits.
- Leveling concrete floor throughout structure pursuant to approved plans and permits.

- FCP will provide detailed written project status updates, including budget, timeline and overall construction progress to the Mayor and City Council every 90 days or upon request.

PHASE V: Construction Phase III – Mechanical Systems Deadline: 600 days from Commencement

- Finalize all interior finishes pursuant to approved plans and permits.
- Install all mechanical systems throughout the structure pursuant to approved plans and permits.
- Complete plumbing and electrical installations and final inspections pursuant to approved plans and permits.
- Install all exterior access and ADA requirements pursuant to approved plans and permits.
- FCP will provide detailed written project status updates, including budget, timeline and overall construction progress to the Mayor and City Council every 90 days or upon request.

PHASE VI: Construction Phase IV – Exterior Deadline: 660 days from Commencement

- Complete exterior site work including all concrete, grading, asphalt, landscaping, and vegetation improvements.
- Complete WPA displays.
- Schedule Final Inspections.
- Complete final walk-through with the City.
- Submit close-out paperwork for grants.
- FCP will provide detailed written project status updates, including budget, timeline and overall construction progress to the Mayor and City Council every 90 days or upon request.

PHASE VII: Close-out Deadline: 720 days from Commencement

- Proof of grant fulfillment provided to City.
- All warranty documentation provided to City.
- Lien waivers provided to City.
- All plans, project documents, and all documents requested provided to City.
- Final detailed written report provided to Mayor and City Council.

Docusign Envelope ID: 2A420F3D-4543-852B-8100-BF0EC9813046

City Clerk's Office Item # S5

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 26, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE TRANSFERRING FUNDS IN THE AMOUNT OF $25,000 FROM PROJECT ACCOUNT HU9999, FASTER PROJECTS TO BE DETERMINED TO HU2603, WEST SIDE CONNECTOR, APPROVING A PRELIMINARY ENGINEERING SERVICES AGREEMENT BETWEEN BNSF RAILWAY COMPANY, A DELAWARE CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO PRELIMINARY ENGINEERING WORK WITH RESPECT TO BUILDING AN OVERPASS ACROSS THE BNSF RAILROAD TRACK AT WEST 24TH STREET AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

SUMMARY:

Attached is an Ordinance transferring funds in the amount of $25,000.00 from Project Account HU9999, FASTER projects to be determined to HU2603, West Side Connector, approving a Reimbursement Agreement for Preliminary Engineering Services between BNSF Railway Company and the City of Pueblo for conducting preliminary engineering review services in relation to the West 24th Street Bridge design.

PREVIOUS COUNCIL ACTION:

Ordinance 10787, approved September 10, 2024, established project DT2401, West Side Connector (FHWA), approved an IGA between the City of Pueblo and the Federal Highway Administration, budgeted and appropriated funds from the RAISE Grant Program in the amount of $16,834,725.00.

Resolution 16193, dated December 8, 2025, awarded an agreement for professional engineering services in the amount of $3,396,234.31 to Bolton & Menk, Inc., for Project No. 25-002 Planning Consultant for 24th Street Bridge and Downtown Corridor.

BACKGROUND:

Docusign Envelope ID: 2A420F3D-4543-852B-8100-BF0EC9813046

The City was awarded a RAISE Grant which funds several project components that will improve transportation connectivity between the west side of the City and downtown. In the first component, Sun Mountain Boulevard (formerly Spaulding Ave) will be extended from 24th Street to 31st Street. The second component will rehabilitate approximately seventy (70) west side bus stops to comply with ADA standards. The third component consists of planning and design for a 24th Street bridge and traffic corridor to connect the west side area to downtown.

The BNSF Railroad right-of-way extends under the proposed 24th Street Bridge. In order to conduct work over the railroad tracks, review and approval of the preliminary engineering by BNSF Railway is required. As part of this agreement, BNSF, its employees, contractors, consultants will conduct on-site visits including diagnostic evaluations, perform preliminary engineering services, develop cost estimates for construction of the project, prepare draft agreements including legal review and review and/or provide comments on preliminary layouts for other designs, plans, and/or documents.

The City will be obligated to reimburse BNSF Railway for actual costs and expenses that BNSF incurs in performing the work, estimated at $19,110.00.

FINANCIAL IMPLICATIONS:

Funds in the amount of $25,000.00 shall be transferred, budgeted and appropriated from project account HU9999, FASTER projects to be determined to HU2603, West Side Connector.

Funds in the amount of $19,110.00 shall be paid from HU2603, West Side Connector.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

Not applicable

ALTERNATIVES:

Denial of this agreement will result in the City not being able to complete the necessary work over the railroad and the design of the bridge at West 24th Street being canceled. In addition, a portion of the work is funded by a grant received from FHWA. Failure to approve this agreement will require funds to be returned to FHWA.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. BNSF Agreement with Attachments

Docusign Envelope ID: 2A420F3D-4543-852B-8100-BF0EC9813046

ORDINANCE NO. 11181

AN ORDINANCE TRANSFERRING FUNDS IN THE AMOUNT OF $25,000 FROM PROJECT ACCOUNT HU9999, FASTER PROJECTS TO BE DETERMINED TO HU2603, WEST SIDE CONNECTOR, APPROVING A PRELIMINARY ENGINEERING SERVICES AGREEMENT BETWEEN BNSF RAILWAY COMPANY, A DELAWARE CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO PRELIMINARY ENGINEERING WORK WITH RESPECT TO BUILDING AN OVERPASS ACROSS THE BNSF RAILROAD TRACK AT WEST 24TH STREET AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

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

SECTION 1.

The Preliminary Engineering Services Agreement by and between BNSF Railway Company, a Delaware Corporation, and the City of Pueblo, a Colorado Municipal Corporation, a copy of which is attached hereto and made part hereof by reference, after having been approved as to form by the City Attorney, is hereby approved. The Mayor is hereby authorized to execute said Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

Funds in the amount of $25,000.00 shall be transferred from Project Account HU9999, FASTER Projects to be Determined to Project Account HU2603, West Side Connector.

SECTION 3.

Funds in the amount of $19,110.00 shall be paid from HU2603, West Side Connector.

SECTION 4.

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

SECTION 5.

This Ordinance shall become effective immediately upon passage and approval.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 11, 2026.

Final adoption of Ordinance by City Council on May 26, 2026.

DocuSigned by:
Mark Aliff
B7A4F51023AB462...
President of City Council

Docusign Envelope ID: 2A420F3D-4543-852B-8100-BF0EC9813046

Action by the Mayor:

☒ Approved on 05/27/2026.

☐ 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:
Clyde Bishop
F1C1AF8727B149A...
City Clerk

Contract Number: BF-20619766

PRELIMINARY ENGINEERING SERVICES AGREEMENT
Project Review

BNSF File No.: BF-20619766
Mile Post 117.17
Line Segment 477
U.S. DOT Number TBD
Pikes Peak Subdivision

This Agreement **("Agreement")** is executed to be effective as of [_____,___] **("Effective Date")**, by and between BNSF RAILWAY COMPANY, a Delaware corporation **("BNSF")** and the City of Pueblo, a political subdivision of the State of CO **("Agency")**.

RECITALS

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Pueblo, State of CO;

WHEREAS, Agency has stated its intention to proceed initially with a project to build an overpass across the BNSF at W 24th Street **(**the **"Project");**

WHEREAS, Agency has requested that BNSF perform certain preliminary engineering review services and other Work (defined below) with respect to its railroad facilities located at or near the Project site to facilitate Agency's evaluation of the feasibility of proceeding with the Project; and

WHEREAS, BNSF is agreeable to performing the Work, subject to the terms and conditions of this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Contract Number: BF-20619766

1) Scope of Work

As used herein, the term "**Work**" includes all work performed by BNSF, its employees, contractors, consultants, or other agents (collectively, the **"BNSF Parties"**) pursuant to this Agreement, including, but not limited to: (a) conducting on-site visits including diagnostic evaluations; (b) performing preliminary engineering services; (c) developing cost estimates for construction of the Project; (d) preparing draft agreements including legal review; and (e) reviewing and/or providing comments on preliminary layouts or other designs, plans, and/or documents in connection with the Project.

2) Payment and Deposit for Work

Agency authorizes BNSF to proceed with the Work relating to the Project. Agency shall pay and reimburse BNSF for all actual costs and expenses that BNSF incurs in performing the Work, including without limitation: (a) labor, supplies, and material; (b) direct and indirect labor and contractor charges including additives; (c) delivery charges; (d) BNSF's additives and overhead, as such are in effect on the date BNSF prepares its final billing; and (e) all applicable taxes due, paid, or payable by BNSF on such products and services, including sales and use taxes, business and occupation taxes, and similar taxes **(**collectively, **"Actual Costs")**. BNSF's estimated cost for Work on this Project is $19,110 **("Estimated Cost").** Any estimate provided by BNSF for the Work shall not be a limitation on the Work to be performed or the costs and expenses incurred, which Agency shall reimburse to BNSF in full.

During its performance of the Work pursuant to this Agreement, BNSF will send Agency progressive invoices detailing the costs of the Work performed to date. Agency must reimburse BNSF for completed Work within thirty (30) days of the date of the invoice for such Work. Upon final completion of the Work, BNSF will send Agency a detailed invoice of final costs. Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past such thirty (30) or ninety (90) day terms, as applicable. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.

Agency hereby acknowledges and certifies that the Work authorized under this Agreement has been duly and fully appropriated by the Agency for the fiscal year(s) in which it is to be performed by BNSF in accordance with Article X, §20, Colo. Const. and any similar local law or ordinance in no less than the full amount of the Estimated Cost stated above. 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 Agency contrary to Article X, §20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Agency shall not extend the Work authorized under this Agreement unless a valid appropriation has been made. To the extent or in the event that the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge any financial obligation which may arise under this Agreement, then Agency may terminate this Agreement at such time as the then-existing and available appropriations are depleted, *provided that* the amounts then due and owing to BNSF at the time of notice to BNSF of such depletion are paid in full.

3) Scope and Limitations of Agreement

The parties acknowledge that entering into this Agreement does not of itself obligate either BNSF or Agency to participate in the construction of the Project. If Agency elects to proceed with the Project after the Work is performed, then BNSF and Agency agree to enter into negotiations for appropriate agreements regarding the construction of the Project and other related activities. Nothing in this Agreement — including BNSF's performance of the Work — shall obligate BNSF to enter into any subsequent agreement or otherwise permit the Project *except and subject to* any terms and conditions that BNSF may subsequently approve in its sole discretion.

Notwithstanding anything to the contrary in this Agreement, BNSF's review, approval, and/or other participation in the Project or any element thereof, including the Work performed by the BNSF Parties hereunder, are expressly limited to — and are intended and understood by the parties to be in furtherance of — BNSF's railroad purposes, and are not in furtherance of Agency's purposes in undertaking the Project. All Work performed hereunder is intended for use in evaluating the impact of the Project on BNSF's railroad and the costs to Agency associated therewith. BNSF is providing the Work in consideration of BNSF's subjective standards for its railroad purposes only. Consequently, the Work shall in no way be construed or deemed to be BNSF's recommendation, condition, or direction to Agency, nor shall the Work be construed or deemed to be BNSF's opinion or approval that the plans and specifications or any work intended or completed on the Project (a) is appropriate for any other purpose including highway purposes; (b) is structurally sound; or (c) meets applicable standards, regulations, laws, statutes, local ordinances, and/or building codes. No benefits to

Agency or any third party are provided, intended, or implied herein. Agency shall at all times be solely responsible for the adequacy and compliance of all design elements of the Project for highway and other public purposes. **AGENCY SHALL WAIVE ANY CLAIMS AGAINST BNSF FOR — AND SHALL RELEASE BNSF FROM — ANY AND ALL CLAIMS WHICH MAY OR COULD RESULT FROM THE WORK PERFORMED HEREUNDER, AND IF APPLICABLE TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY SHALL INDEMNIFY BNSF FOR AND HOLD IT HARMLESS FROM AND AGAINST ANY SUCH CLAIMS.No Right of Entry**

Nothing in this Agreement shall be construed as providing Agency or its contractors, consultants, or other agents any right of entry upon property owned or occupied by BNSF. Any preliminary engineering or other work required by Agency in connection with the Project necessitating entry upon BNSF's railroad right-of-way shall only be conducted as authorized by a separate written permit obtained by Agency from BNSF for such entry ("**Entry Permit**").

The Entry Permit will provide that any on-site visits, including diagnostic evaluations, by Agency and its parties required for the Project shall be conducted only from adjoining properties, and Agency shall ensure that no attendees enter or remain on BNSF's right-of-way, except when using an authorized highway-rail crossing designated for such purpose.

Agency or its agents must contact BNSF's Manager of Public Projects, [ ] at [ ], or BNSF's permitting agent Jones Lang LaSalle Brokerage, Inc. ("**JLL**") at http://bnsf.railpermitting.com/ to obtain the required Entry Permit prior to any entry.

4) Disclaimer

BNSF GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER, OF OR FOR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT OR ANY REPORT OR OTHER DELIVERABLE WHICH BNSF MAY FURNISH TO AGENCY PURSUANT TO THIS AGREEMENT. BNSF SHALL IN NO WAY BE RESPONSIBLE FOR AGENCY'S PROPER RELIANCE UPON, INTERPRETATION OF, OR OTHER USE OF THE WORK. BNSF IS NOT A CONTRACTOR, AGENT, PARTNER, OR JOINT VENTURER OF AGENCY BECAUSE OF THIS AGREEMENT OR BECAUSE OF BNSF'S PERFORMANCE OF THE WORK. LIKEWISE, THE BNSF PARTIES WHO MAY ASSIST BNSF IN PERFORMING THE WORK ARE DOING SO FOR BNSF'S BENEFIT ONLY, AND ARE NOT — AND SHALL NOT BE DEEMED TO BE — CONTRACTORS, SUBCONTRACTORS, OR AGENTS OF AGENCY.

Contract Number: BF-20619766

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

City of Pueblo	**BNSF Railway Company**
By: _____	By:_____
Name:_____	Name: _____ Manager Public Projects

Accepted and effective this _____.

UTILITY ACCOMMODATION POLICY

Engineering Services
February 12, 2025

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PART 1

GENERAL POLICY

PART 1 - GENERAL POLICY

A. Policy Application

1. Purpose

   This policy is to prescribe the accommodation, location and method of installation, adjustments, removal, relocation, and maintenance of utility facilities within the property of BNSF. The policy was developed in the interest of safety, protection, utilization, and future development of BNSF with due consideration given to public and private service afforded by adequate and economical utility installations.

2. Application

   The policy concerning utility accommodations shall apply to all:

   a. New utility installations

   b. Additions to existing utility installations

   c. Adjustment and relocation of utilities

   d. Existing or planned utility installations for which agreements with BNSF were entered prior to the date of the adoption of this policy.

   e. Existing utility installations that do not meet the current license requirements may remain at the discretion of **BNSF.**

   Various types of utility lines not specifically discussed herein shall be considered within the provisions of this policy. It shall be the general practice to consider all lines carrying caustic, flammable, or explosive materials under the provisions for high-pressure gas and liquid fuel lines.

3. Scope

   Utilities include lines, facilities, and systems for producing, transmitting, or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water and other similar commodities which are privately, publicly, or cooperatively owned and which serve directly or indirectly the public or any part thereof.

   A Utility Agreement License allowing a Utility Owner the privilege of placing its facilities in or on railroad property does not constitute permanent right for such usage. Whether required by BNSF or not, any removal, remodeling, maintenance, or relocation of the facilities, will be accomplished promptly by the Utility Owner at no cost to BNSF.

4. Exceptions

   Exceptions to any design, location or methods of installation provisions contained in this policy must be authorized by BNSF. Requests for exceptions will be considered only where it is shown that extreme hardship and/or unusual conditions provide justification and where alternate measures can be prescribed in keeping with the intent of this policy. All requests for exceptions shall be fully documented by identifying what variance is needed, and why, including design data, cost comparisons and other pertinent information. Please Note: BNSF authorization may cause additional processing time for the application.

5. Liability

   The Utility Owner, its successor(s), or assignees shall assume all risk and liability for accidents and damages that may occur to persons or property on account of this work, and shall indemnify and hold BNSF harmless from any and all costs, liabilities, expenses, suits, judgments or damages to persons or property, or claims of any nature whatsoever, arising out of or in connection with the permit, or the operation and performance thereunder by the utility, its agents, employees or subcontractors. In this regard, it is further understood and agreed that the utility may be required to obtain insurance coverage as determined by BNSF.

   The Utility Owner agrees that if liability insurance is required, it will file with the designated office, prior to granting of the license, "Certificates of Insurance" or other evidence to show that the appropriate insurance is carried.

   Insurance, as may be required, shall be maintained in force until the final release of the Utility Owner by BNSF from all obligations under the terms of the license. The insurance contract shall cover claims for such length of time as law permits said claims. The insurance document shall include a clause requiring the insurer to notify BNSF at least ten (10) days in advance of any cancellation or change in insurance contracts.

   The Utility Owner is responsible for any subcontractor to be knowledgeable of this policy and require all work to be conducted in compliance with it. Subcontractors must carry a liability insurance policy unless the subcontractor is covered by the Utility Owner's insurance.

6. Replacement/Relocation of Facility

   Replacement or relocation of an existing facility with the same facilities or facilities of a different type, or design, is to be considered as a new utility installation and all work shall adhere to this policy. This includes such things as extension of an existing casing, replacing with a larger / smaller pipe diameter, etc. When replacing an underground pipeline or conduit, an abandonment plan must be included in the general plans.

7. Change in Ownership

   It is the Utility Owner's responsibility to inform BNSF, in writing, of any name, ownership or address changes.

8. Non-compliance

   Non-compliance with any terms of this Utility Accommodation Policy or Utility License Agreements may be considered as cause for discontinuance of construction or operations until compliance is assured. Continued non-compliance will result in the revocation of the license. The cost of any work required by BNSF in the removal of non-complying construction will be assessed against the Utility Owner.

9. Discharge of Waste Material

   Applications for a Utility License Agreement for the installation of utility facilities which will discharge materials into the nation's waters, must comply with all applicable requirements of the Corps of Engineers, and other federal, state, or local environmental protection agencies. Identification of applicable requirements and administration of compliance procedures are the responsibility of the Utility Owner.

B. Utility License Agreement Requirements

1. General

   Utility License Agreements are required when utility facilities are installed, relocated, removed, or maintained along or across all BNSF property.

   If liability insurance is required, then evidence of adequate liability insurance is to be on file with BNSF for each agreement prior to any construction activity.

2. Applications

   Approved requests to install, maintain, relocate, or remove a utility within the property of BNSF shall be authorized by a Utility License Agreement. All applications for utility license agreements along with plans for the proposed installation shall be submitted to BNSF and approved before construction has commenced. Any exceptions to this policy will require the completion of an exception form and may cause additional processing time.

3. Plans and Approvals

   a. Approval of plans and application forms is required for all installations of utilities prior to initiation of work on railroad property. A Professional Engineer's seal is required for plans detailing:
      - Pipelines installed within Shoring Zone A as shown in Figure 1, Pg 3-5, with an outside diameter greater than 8 inches; or

- Temporary shoring on the right-of-way; or
- Overhead pipeline bridge crossings; or
- Overhead electric transmission lines greater than 12.5kV.

b. If surveying, or environmental/geotechnical study on BNSF right-of-way is necessary for the completion of an application, a "Temporary Occupancy Permit" must be executed and referenced. Additionally, a BNSF qualified flagman will be required when working within twenty-five (25) feet of the track.

4. License Procedures:

a. Submit applications online by going to https://bnsf.railpermitting.com and complete the application process and pay the application fee.

b. Upon receipt of the application, an email confirmation will be forwarded acknowledging receipt and advising of the Permit tracking number that has been assigned.

c. Agreements will be required for all encroachments on railroad property.

d. Generally, agreement-processing time will be thirty to sixty days or longer depending on plan revisions, the complexity of the project(s) and/or permit redlines. Please allow sufficient lead-time for document handling prior to desired construction date. Before construction begins, agreements must be executed by Utility Owner and returned. Verbal authorizations will not be granted or permitted. All work must be set up, in advance, with the BNSF Utility Coordinator to coordinate the Construction Inspector and flagger.

e. License fees must be paid online through https://bnsf.railpermitting.com for the agreement to be fully executed.

5. Location

a. Utility lines shall be located to avoid, or minimize, the need for adjustments for future railroad improvements and to permit access to the utility lines for their maintenance with minimum interference to railroad traffic.

b. Pipelines shall be installed under tracks by boring, jacking, or in some cases, open trenching (must be pre-approved by BNSF). **WATER JETTING IS NOT PERMITTED.**

c. Where practical, pipelines carrying liquefied petroleum gas shall cross the railway where the tracks are carried on an embankment.

d. All high-pressure pipelines (greater than 60-psi internal pressure), except those in public roads, shall be prominently marked and maintained at the property line (on both sides of the track for under crossings) by signs which state the utility owner, size of the

line and its depth as well as a 24-hour emergency contact number, which will be maintained if the utility is in service. These signs will be inspected annually and replaced should they become unreadable.

Example:
CAUTION: Bob's Gas Service, 1-800-123-4567, 30-inch diameter high-pressure Gas main 7 feet deep.

6. Design Considerations

a. The design of any utility installation will be the responsibility of the Utility Owner. Any proposed installation within the railroad property must be reviewed and approved by the railroad regarding location and the method of construction, installation, and replacement. This includes the measures to be taken to preserve the safety and flow of rail traffic, insure it does not obstruct right of way access for BNSF, structural integrity of the roadway or structure, ease of maintenance and the integrity of the utility facility. Utility installations, on, over or under BNSF property shall conform with the requirements contained herein, or the appropriate requirements outlined in the following, whichever is deemed most safe:

(1) Safety Rules for the Installation and Maintenance of Electric Supply and Communication Lines-National Electric Safety Code.

(2) Title 49 C.F.R. Part 192, Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards.

(3) Title 49 C.F.R. Part 195, Transportation of Hazardous Liquids by Pipelines.

(4) American Society for Testing and Materials (ASTM) Specifications - latest edition.

(5) Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) - latest edition, published by the Federal Highway Administration (FHWA) of the United States Department of Transportation (USDOT).

(6) Rules and Regulations for Public Water Systems - latest edition, published by the appropriate State Health Department.

(7) Occupational Safety and Health Administration (OSHA) Title 29 C.F.R. Standard 1926 – Safety and Health Regulations for Construction.

b. All utility installations on, over or under BNSF property shall be of durable materials designed for long service life and relatively free from routine servicing and maintenance requirements. Conformance with current applicable material specifications and codes is mandatory.

c. References given to any manual, publication or specification are intended to be the most current edition. If a conflict occurs between any publication and this manual, the specification deemed most safe will be used.

d. Geo-technical Study is required for pipeline installations crossing under the tracks greater than twenty-six (26) inches in diameter, and less than twelve (12) feet below base of rail, using a method other than jack-and-bore. Refer to part B.3.b., found on page 1-4 of this document for requirements of the study and review.

e. Temporary Shoring is required for all excavations on BNSF right of way, including boring pits, and design plans are subject to review and approval by BNSF. Refer to Appendix for the review sheet that lists items to be included in the Temporary Shoring Plans.

7. Environmental Compliance

a. Applications for hazardous material liquids, gasses, or other liquids or materials which BNSF believes could pose a threat to the environment if released, and stormwater or sanitary/process water that is from an entity not owned by a city or county will require an Environmental Compliance Plan (ECP).

b. A template for the ECP is included in the on-line application instructions at https://bnsf.railpermitting.com. The completed ECP will be submitted with the application, which will be forwarded to BNSF Environmental for review.

c. An outline of the ECP is included in the Appendix (Sec B.4, Pg A-6).

C. Construction

1. Coordination with the Construction Inspector and/or flagging company, along with any required deposits, will be arranged prior to any construction on BNSF property.

2. The execution of the work on railroad property shall be subject to the inspection and direction of the Construction Inspector.

3. A representative of BNSF Signal Department must be present during installation if railroad signals are in the vicinity of the proposed construction.

4. Any dirt that is excavated for pits, poles, bores, etc. will remain on BNSF property. BNSF Environmental will be consulted before any soils are removed from BNSF property which can be coordinated through the Construction Inspector.

5. Spills, of any quantity, must be reported to the Service Interruption Desk. This can be coordinated through the Construction Inspector.

6. A plan to monitor for settlement or heave of the railroad facilities must be developed, accepted, and implemented to assure no adverse effect on the railroad's activities because of the work. The plan should detail the types of settlement points that will be installed and monitored as well as the frequency of monitoring and the reporting mechanism. Because the track will tend to bridge over the area affected by the drilling / boring / trenching operation, the monitoring plan should include checking for settlement or heave at a depth below the track. Surveying of the monitoring points may be accomplished by traditional means or an automated system. A baseline survey should be conducted before the start of construction.

   Most settlement plans include a two-step process against which the monitoring data is measured. The alert threshold limit is the value intended to bring attention to the movement so that it can be managed without reaching the maximum level. The maximum level is the highest allowable movement value and should be less than the value that could result in damage to the railroad facilities.

   Reaching the threshold limit may trigger the following actions:

   (1) Discussion of the data and its implications
   (2) Increase in the frequency of monitoring.
   (3) Independent confirmation of the monitoring data
   (4) A review of construction methods to determine if changes are required to mitigate further movement.

   Reaching the maximum limit may trigger the following actions:

   (1) Immediate stoppage of construction and notification to the railroad
   (2) Independent confirmation of movement
   (3) Review of construction methods and implementation of contingency plans, if needed
   (4) Re-evaluation of critical structures in the area and installation of additional monitoring devices if needed.

   Alert threshold values are from ¼ to ¾ inch with maximum values from ½ to 1 inch.

7. The utility installation is not considered complete until as-built drawings are submitted and verified as correct by the Construction Inspector.

D. Safety

The BNSF Contractor orientation course must be completed by all workers prior to entering BNSF property. It is the contractor's responsibility to implement a safety program for its employees. Training materials are available on the web site: www.bnsfcontractor.com. The contractor must comply with all federal, state, and local safety regulations.

1. Construction Inspector

   a. A Construction Inspector shall be required for all utility installations, and projects involving excavation, grading, construction and building demolition on BNSF right of way, with the total cost borne by the Utility Owner.

   b. The Construction Inspector will be notified of the construction monitoring methods and frequency to be used.

   c. Once construction is complete, the Utility Owner will provide the Construction Inspector with as-built drawings noting any changes from the original specifications approved when the permit was issued. These as-built drawings must be verified by the Construction Inspector and submitted to BNSF for their records.

2. Flagging

   a. When work is performed within BNSF right-of-way, railroad flagging and construction inspection will be required.

   b. Railroad flagging will be required:

      i. During the period of construction when it is necessary for the Contractor to operate equipment in the vicinity of, under, or over, BNSF property which may endanger railroad operations, or

      ii. Two or more railroad flagmen may be required at other times that the Railway Company's sole discretion shall deem necessary.

   c. Flagging services shall be performed by a BNSF qualified flagger and the total cost borne by the Utility Owner.

   d. The Utility Owner will be billed monthly, or as required to maintain required services, at a rate to be determined by BNSF to include labor and associated costs plus any expenses incurred for inspection and/or flagging services.

   e. A written request for inspection and flagging services will be required at least two (2) weeks prior to the time when such services are needed. This request is made to the BNSF scheduling agent, as noted in executed agreement.

E. Material Storage

Storage of materials, parking of equipment and vehicles when not being used in actual utility work, will not be permitted on railroad property without an executed temporary easement.

F. Call Before You Dig!

Call 811 to schedule a utility locate and call 1-800-533-2891 (for BNSF Telecom) and 800-832-5452 (For BNSF Signal) to arrange for a BNSF underground cable locate. BNSF form "Underground Cable Location & Acknowledgement" will be completed by a BNSF representative with a copy provided to the contractor. The contractor must always have this completed form available for review at the job site.

G. Maintenance and Servicing Utilities

1. Utility Owner's Responsibility

    a. Maintenance of the utility is the responsibility of the Utility Owner.

    b. Maintenance must be performed to keep the facility in an as-constructed condition, and in a good state of repair in accordance with the requirements of Federal, State and Local laws, regulatory standards, and utility codes.

    c. It is the Utility Owner's responsibility to replace and stabilize all earth cover and vegetation when it has eroded over an underground utility facility where such erosion is due to, or caused by, the placement or existence of the underground utility facility.

    d. The Utility Owner shall be responsible for any settlement of backfill, fills, and embankments that may occur.

2. Emergency Maintenance

    a. Emergency maintenance of utilities located on railroad property is permissible without obtaining a Utility License Agreement if an emergency exists that is dangerous to the life, safety, or welfare of the public and which requires immediate repair. The Utility Owner shall take all necessary and reasonable safety measures to protect the public and the railroad.

    b. The Utility Owner, in such an event, will advise the Railway as soon as possible. Damage to the right-of-way and facilities will be restored to its original condition. A Utility License Agreement should be requested by the Utility Owner within the second working day provided the work is not covered under any previously granted license. Flagging requirements described earlier apply in all situations.

H. Preservation, Restoration and Cleanup

1. Disturbed Areas

   a. Areas of railroad property disturbed by the installation, maintenance, removal, and relocation of utilities shall be kept to a minimum.

   b. After review and concurrence from the BNSF Environmental Group, disturbed areas shall be returned to normal grade and elevation, with compaction of backfill material and all excess or undesirable material removed by the Utility Owner. The Utility Owner shall replace destroyed vegetation by sodding, or seeding, fertilizing, and mulching, or a combination thereof.

   c. The Utility Owner shall provide protection against erosion in disturbed areas that are subject to erosion. Such protection may be in the form of rock riprap, wash checks, hay or straw cover, or other material that is approved and does not interfere with railroad maintenance.

2. Drainage Facilities

   a. Care shall be taken to avoid disturbing existing drainage facilities. Underground utility facilities shall be bedded with pervious material and outlets provided for entrapped water. Underdrains should be provided where necessary.

   b. Grades shall be sloped away from the track roadbed and towards the ditch, when possible, with the goal of no standing water on railroad property.

3. Cleanup

   a. Unused material or debris shall be removed from the work site area. At the end of every construction day, construction equipment and materials shall be removed as far from the operating railroad tracks as possible (minimum twenty-five (25) feet from centerline). All machines will be disabled when not in use to prevent unauthorized operation. No equipment or materials will be allowed to be staged on BNSF property without an executed temporary easement.

I. Protection of Vegetation

1. Trimming, Clearing or Removal of Vegetation

   a. Consistent with the preservation of planted vegetation, consideration will be given to Utility Owners for the necessary trimming, clearing or removal of vegetation to provide adequate clearance of overhead wires. Such work will be done in accordance with established practices and standards; however, approval will not be granted for wasteful or wanton trimming, or removal to provide easy solutions to a difficult situation.

b. No trees, shrubs, bushes, vines, or ground cover on railroad property shall be sprayed, trimmed, cut down, rooted up, removed, or mutilated in any manner unless a permit is granted by BNSF to do such work.

2. Chemical Brush Control

a. Spraying brush and seedling tree growth to prevent re-sprouting may be permitted, and when permitted, shall be carried out with extreme caution and careful performance. The Utility Owner shall be responsible for the performance of their employees or contractors in the application of brush control with methods and proposed chemicals approved by BNSF Environmental Department.

b. All spraying shall be done by an herbicide applicator that is licensed in the state where the work is to be performed.

c. Permit applications for spraying shall list the kinds of chemical weed and brush killers that will be used. When liability insurance is required, it shall be provided by the herbicide applicator or be insured under the liability insurance of the Utility Owner.

d. Plants over five (5) feet in height should not be sprayed for control. Brush over five (5) feet in height, which is to be removed, should be cut and the stumps treated to prevent growth. Shrubbery type growth such as dogwood, sumac, redbud, plum, etc., should not be sprayed as a rule. Steep slopes, where brushy growth is a major factor in preventing erosion, should not be sprayed.

3. Tree Pruning

a. Tree pruning on railroad property for utility lines will utilize the best horticultural practices. All cut branches, dead limbs, etc., shall be removed. Such materials shall not be burned or disposed of on railroad property unless permission is granted by the Utility License Agreement.

b. Should burning be permitted, the Utility Owner will be held liable for any damage to grass, crops, native shrubs, and trees arising from careless burning of such brush.

c. All limbs trimmed shall be removed with a clean cut and all limb scars over one (1) inch in diameter shall be treated with appropriate tree paint.

J. Protection of Wildlife

1. Definitions

    a. Wildlife refers to any animal species, domesticated or wild, that exist on and around railroad property.

    b. Right of way refers to the land and property used exclusively by BNSF for rail operations.

2. Wildlife Encounters

    a. All wildlife must remain undisturbed by non-BNSF personnel while occupying the right of way. Interactions with wildlife on BNSF property can result in notification to the local game warden, state department of natural resources, and BNSF Police.

    b. Many species of wildlife enjoy federal protections and disturbing them can result in legal actions not limited to arrest and fines.

    c. Any observations of wildlife interactions must be reported to the Construction Observer, Employee-In-Charge (Flagger), or BNSF's Resource Operations Call Center at 1-800-832-5452.

PART 2

UTILITIES PARALLELING

RAILROAD PROPERTY

PART 2 - UTILITIES PARALLELING RAILROAD PROPERTY

A. General Provisions

This section of the policy applies to all public and private utilities, including electric power, telephone, fiber optics, telegraph, cable television, water, gas, oil, petroleum products, steam, chemicals, sewage, drainage, irrigation, and similar lines that are located, adjusted, or relocated within the property under the jurisdiction of BNSF, but not actually crossing the tracks. Such utilities may involve underground, surface, or overhead facilities.

Any such utility line will be considered a parallel line and is to be located on a uniform alignment, within ten (10) feet or less of the property line and a minimum of forty (40) feet from centerline of track to provide a safe environment and to preserve space for future railroad improvements or other utility installations. BNSF Engineering must approve any installation over one mile.

Utilities will be located to provide a safe environment and shall conform to the current "National Electrical Safety Code," "American Waterworks Association Specifications," "Federal Pipeline Safety Regulations," and "The American Railway Engineering and Maintenance Association (AREMA) recommendations." Where laws or orders of public authority prescribe a higher degree of protection, then the higher degree of protection prescribed shall supersede the provisions of this manual.

Approval of plans and application forms is required for all installations of utilities prior to initiation of work on railroad property. A Professional Engineer's seal is required for plans detailing:

- Pipelines installed within Shoring Zone A as shown in Figure 1, Pg 3-5, with an outside diameter greater than 8 inches; or
- Temporary shoring on the right-of-way; or
- Overhead pipeline bridge crossings; or
- Overhead electric transmission lines greater than 12.5 kV.

B. Overhead Installations

1. Must comply with all requirements of Part 1 – General Policy of this manual.

2. The design of all utility installations will be the responsibility of the Utility owner. Plans shall be drawn to scale showing the relationship of the proposed utility line to the railroad tracks, the angle of crossing, location of valves and vents, the railroad mile post and engineering station, railroad property lines and general layout of tracks and other railroad facilities. The plans should include a cross-section (or sections) from the field survey that will show utility placement in relation to actual profile of ground and tracks.

3. Applications can be found at https://bnsf.railpermitting.com and must be completed and submitted along with plans, stamped by a Professional Engineer, detailing location, both

horizontal and vertical, of proposed utility with dimensions from track and/or right-of way boundaries.

4. A minimum of four (4) feet clearance is required above existing signal and communication lines.

5. Pole height and distance from centerline of nearest track must be shown on an aerial exhibit and included with the application along with a profile that includes the wire attachment height and anticipated maximum sag.

   Poles must be located a minimum of fifty (50) feet out from the centerline of railroad mainline, branch and running tracks, CTC sidings, and heavy tonnage spurs. Pole locations adjacent to industry tracks; must provide at least a ten (10) foot clearance from the centerline of track, when measured at right angles. If located adjacent to curved track, then said clearance must be increased at a rate of one and one-half (1-1/2) inches per degree of curved track.

   Regardless of the voltage, un-guyed poles shall be located a minimum distance from the centerline of any track, equal to the height of the pole above the ground-line plus ten (10) feet. If guying is required, the guys shall be placed in such a manner as to keep the pole from leaning/falling in the direction of the tracks.

   Poles (including steel poles) must be located a minimum distance from railroad signal and communication lines equal to the height of the pole above the ground-line or else be guyed at right angles to the lines. High voltage towers (34.5 kV and higher) must be located off railroad right of way. All poles will contain a sign stating the utility owner, voltage of the lines and a 24-hour emergency contact phone number that will be maintained if the utility is in service. The utility owner will be responsible to de-energize, sleeve, etc. in the event a BNSF emergency requires access.

   For proposed electrical lines paralleling tracks, BNSF may request that an inductive coordination study be performed at the expense of the utility owner. Inductive interference from certain lines has the potential to disrupt the signal system in the track causing failures in the track signals and highway grade crossing warning devices. Generally, if the proposed electrical line exceeds 12.5 kV *and* runs parallel to the track for at least 1,000 feet, a study will be required. A study will be required if a new sub-station is to be located within 1,000 feet of the track. The General Director of Signals will determine the need for a study on a case-by-case basis.

6. Abandonment/Removal/Replacement of Facilities

   - Upon termination of license the utility needs to be removed from BNSF property.
   - Abandoned or replaced poles shall be removed from BNSF property or cut off to a depth at least six (6) feet below ground; and the hole filled with BNSF approved material and compacted to surrounding ground level.
   - All metal such as rebar, cable, anchor systems, and strain relief must be removed and disposed of in accordance with local, state and federal regulations.

- An abandonment or replacement plan must be included in the general plans.

C. Underground Installations

1. Must comply with all requirements of Part 1 – General Policy of this manual.

2. The design of all utility installations will be the responsibility of the Utility owner. Plans shall be drawn to scale showing the relationship of the proposed utility line to the railroad tracks, the angle of crossing, location of valves and vents, the railroad mile post and engineering station, railroad property lines and general layout of tracks and other railroad facilities. The plans should include a cross-section (or sections) from the field survey that will show utility placement in relation to actual profile of ground and tracks.

3. Applications can be found at https://bnsf.railpermitting.com and must be completed and submitted along with plans, stamped by a Professional Engineer, detailing location, both horizontal and vertical, of proposed utility with dimensions from track and/or right-of way boundaries.

4. The plans should contain the following data for carrier and casing pipe:

   - Contents to be carried
   - Inside diameter
   - Pipe material
   - Specifications and grade of pipe material
   - Wall thickness
   - Actual working pressure
   - Type of joints
   - Longitudinal joint factor
   - Coating
   - Method of Installation
     - Bore pit locations (measured perpendicularly from centerline of nearest track, must be 30’ or more)
   - Vents-Number, Size, Location including Height above ground
   - Seals-Both ends, One end
   - Cover (top of tie to top of pipe casing)
   - Cover (other than under tracks)
   - Cover (at ditches)
   - Cathodic protection
   - Type, Size and Spacing of insulators or supports

5. Underground utility installations should be located on top of the back slope at the outer limits of railroad property as follows:

a. Electric power / Fiber Optic / Communication Lines

i. Underground wireline installations must be encased in a single conduit for the entire length of railroad right-of-way. The conduit can be steel, HDPE SCH 80, HDPE SDR-11, or HDPE SDR-9. Underground wirelines with multiple ducts must be installed within a single conduit.

ii. A minimum depth of six (6) feet Below Natural Grade (BNG) for underground wirelines.

iii. Whenever feasible, all underground wirelines should be installed within five (5) feet from property lines.

iv. A 6-inch-wide warning tape will be installed, one (1) foot BNG directly over the underground wireline when located on Railroad right-of-way outside the track ballast sections.

b. Pipelines

i. Any pipeline installation paralleling BNSF property shall be within ten (10) feet of property line and a minimum of forty (40) feet from track.

ii. If the pipeline is proposed to be located forty (40) feet or less from centerline of nearest track, the pipeline shall be encased in a steel pipe subject to approval from BNSF. No pipe may be placed closer than twenty-five (25) feet from centerline of any track. Pipe must be buried with a minimum cover of six (6) feet. If less than minimum depth is necessary because of existing utilities, water table, ordinance or similar reasons, the line shall be rerouted.

iii. Locations where it will be difficult to attain minimum depth due to wet or rocky terrain shall be avoided. Any location change from plan must be approved by BNSF.

iv. The use of plastic carrier pipe for sewer, water, natural gas, and other liquids is acceptable under specific circumstances. The use of plastic pipe is satisfactory if the pipe is designed to meet AREMA and all applicable federal and state codes, and if the carrier pipe is properly encased with a steel casing pipe for the entire length on BNSF right of way.

v. Manholes shall be limited to those necessary for installation and maintenance of underground lines. Manholes vary as to size and shape depending on the type of utility they serve. To conserve space, their dimensions should be minimally acceptable by good engineering and safety standards. In general, the

only equipment to be installed in manholes located on railroad property is that which is essential to the normal flow of the utility, such as circuit reclosers, cable splices, relays, valves, and regulators. Other equipment should be located outside the limits of the railroad property. Manholes shall not protrude above the surrounding ground nor be in the shoulder, shoulder slope, ditch, backslope, or within twenty-five (25) feet of the centerline of track without approval of BNSF.

vi. Pipelines must be marked every five hundred (500) feet and at every road crossing, streambed, other utility crossings, and at locations of major change in direction of the line.

c. Abandonment/Replacement/Removal of Facilities

i. Upon abandonment, replacement or termination of license the utility needs to be removed from BNSF property except for the portion under the track embankment.

ii. Portion of abandoned pipe under track embankment to remain in place shall be filled by pressure grouting. The grout material should be a sand cement slurry with a minimum of two (2) sacks of cement per cubic yard and a minimum amount of water to assure satisfactory placement. Open trenches shall be back-filled with BNSF approved materials and compacted to surrounding ground level.

iii. An abandonment plan must be included in the general plans.

D. Attachment to Bridges and Other Structures

The Utility Owner will not be permitted to attach to BNSF bridges or route facilities through drainage structures or cattle passes. Utilities are not to be attached to other railroad structures without the written approval of BNSF Engineering. As a rule, overhead power, communication, and cable television line crossings at railroad bridges must be avoided. Pipelines laid longitudinally on railroad property shall be located as far as practical from any tracks or other important structures. If located within forty (40) feet of the centerline of any track, the carrier pipe shall be encased or be of special design as approved by BNSF Engineering.

E. Drains for Steep Slopes (Tight Lines)

Drainage onto BNSF property from adjacent land that is significantly higher than the track elevation should be directed through a pipe anchored into the steep slope. The pipe needs to be designed to withstand the weight of the water in the pipe. The drainage system will include a diffuser at the bottom to prevent erosion on BNSF property. See “Drains for Steep Slopes” diagram in the Appendix.

PART 3

UTILITIES PERPENDICULAR TO RAILROAD PROPERTY

PART 3 - UTILITIES PERPENDICULAR TO RAILROAD PROPERTY

A. General Provisions

This section of the policy applies to all public and private utilities, including electric power, telephone, fiber optics, telegraph, cable television, water, gas, oil, petroleum products, steam, chemicals, sewage, drainage, irrigation, and similar lines that are located, adjusted, or relocated within the property under the jurisdiction of BNSF. Such utilities may involve underground, surface, or overhead facilities.

Installations crossing the property of the railroad, to the extent feasible and practical, are to be perpendicular to the railroad alignment and preferably at not less than forty-five (45) degrees to the centerline of the track. Utilities shall not be placed within culverts or under railroad bridges, buildings, or other important structures. New utilities should be placed at least twelve (12) feet from curb or edge of roadway pavement to avoid conflicts with existing or future active warning devices (crossing signals).

Utilities will be located to provide a safe environment and shall conform to the current "National Electrical Safety Code," "American Waterworks Association Specifications," "Federal Pipeline Safety Regulations," and "The American Railway Engineering and Maintenance Association (AREMA) Recommendations." Where laws or orders of public authority prescribe a higher degree of protection, then the higher degree of protection prescribed shall supersede the provisions of this manual.

Approval of plans and application forms is required for all installations of utilities prior to initiation of work on railroad property. A Professional Engineer's seal is required for plans detailing:

- Pipelines installed within Shoring Zone A as shown in Figure 1, Pg 3-5, with an outside diameter greater than 8 inches; or
- Temporary shoring on the right-of-way; or
- Overhead pipeline bridge crossings; or
- Overhead electric transmission lines greater than 12.5 kV.

B. Overhead Installations

1. Must comply with all requirements of Part 1 – General Policy of this manual.

2. The design of all utility installations will be the responsibility of the Utility owner. Plans shall be drawn to scale showing the relationship of the proposed utility line to the railroad tracks, the angle of crossing, location of valves and vents, the railroad mile post and engineering station, railroad property lines and general layout of tracks and other railroad facilities. The plans should include a cross-section (or sections) from the field survey that will show utility placement in relation to actual profile of ground and tracks.

3. Applications can be found at https://bnsf.railpermitting.com and must be completed and submitted along with plans, stamped by a Professional Engineer, detailing location, both horizontal and vertical, of proposed utility with dimensions from track and/or right-of way boundaries.

4. Minimum four (4) feet clearance is required above existing signal and communication lines.

5. Poles must be located a minimum of fifty (50) feet out from the centerline of railroad main, branch and running tracks, CTC sidings, and heavy tonnage spurs. Pole location adjacent to industry tracks; must provide at least a 10-foot clearance from the centerline of track, when measured at right angles. If located adjacent to curved track, then said clearance must be increased at a rate of one and one-half (1-½) inches per degree of curved track.

6. Regardless of the voltage, un-guyed poles shall be located a minimum distance from the centerline of any track, equal to the height of the pole above the ground-line plus 10 feet. If guying is required, the guys shall be placed in such a manner as to keep the pole from leaning/falling in the direction of the tracks.

7. Poles (including steel poles) must be located a minimum distance from the railroad signal and communication line equal to the height of the pole above the ground-line or else be guyed at right angles to the lines. High voltage towers (34.5 kV and higher) must be located off railroad right of way.

8. Overhead crossings must not be installed within 500 feet of any railroad bridge, or 300 feet from the centerline of any culvert or track switch area.

9. Complete spanning of the property is encouraged with supportive structures and appurtenances located outside railroad property.

    a. For electric supply lines, normally the crossing span shall not exceed 150 feet with adjacent span not exceeding 1-1/2 times the crossing span length.

    b. For communication lines, the crossing span shall not exceed 100 feet in heavy loading districts, 125 feet in medium loading districts, and 150 feet in light loading districts; and the adjacent span shall not exceed 1-1/2 times the crossing span length. See Appendix for map of Loading Districts.

    c. For heavier type construction, longer spans will be considered.

10. Joint-use construction is encouraged at locations where more than one utility or type of facility is involved. However, electricity and petroleum, natural gas or flammable materials shall not be combined. Pipe truss design and layout shall be sealed by a Professional Engineer and will need to be reviewed and approved by BNSF Engineering.

11. To ensure that overhead wire crossings are clear from contact with any equipment passing under such wires, lines shall be constructed with a minimum clearance above top of rail (ATR) as required by NESC + 3 feet or greater. Electric lines must have a florescent ball marker on lowest wire over centerline of track.

    a. </= 750 volts (includes fiber optic) = 27’0” ATR (NESC + 3’)
    b. > 750 V and < 50,000 V = 29’ 6” ATR (NESC + 3’)
    c. >/= 50,000 V = 27’ (NESC) + 3 = 30’ 0” ATR plus 0.4” per 1,000 V over 50kV

12. The utility owner will label the posts closest to the crossing with the utility owner, voltage of the lines and a 24-hour emergency contact phone number.

13. All overhead flammable and hazardous material lines will need BNSF Engineering approval but should be avoided if possible.

14. For proposed electrical lines crossing tracks, BNSF may request that an inductive coordination study be performed at the expense of the utility owner. Inductive interference from certain lines has the potential to disrupt the signal system in the track causing failures in the track signals and highway grade crossing warning devices. The General Director of Signals will determine the need for a study on a case-by-case basis.

C. Underground Installations

1. General

   a. Must comply with all requirements of Part 1 – General Policy of this manual.

   b. The design of all utility installations will be the responsibility of the Utility owner. Plans shall be drawn to scale showing the relationship of the proposed utility line to the railroad tracks, the angle of crossing, location of valves and vents, the railroad mile post and engineering station, railroad property lines and general layout of tracks and other railroad facilities. The plans should include a cross-section (or sections) from the field survey that will show utility placement in relation to actual profile of ground and tracks.

   c. Applications can be found at https://bnsf.railpermitting.com and must be completed and submitted along with plans, stamped by a Professional Engineer, detailing location, both horizontal and vertical, of proposed utility with dimensions from track and/or right-of way boundaries.

   d. The plans should contain the following data for carrier and casing pipe:

      - Contents to be carried
      - Inside diameter
      - Pipe material
      - Specifications and grade of pipe material
      - Wall thickness of pipe
      - Actual working pressure
      - Type of joints
      - Longitudinal joint factor
      - Coating
      - Method of Installation
        - Bore pit locations (measured perpendicularly from centerline of nearest track, must be 30’ or more)
      - Vents-Number, Size, Location and Height above ground
      - Seals-Both ends, One end
      - Cover (top of tie to top of pipe casing)
      - Cover (other than under tracks)
      - Cover (at ditches)
      - Cathodic protection
      - Type, Size and Spacing of insulators or supports

e. All underground utility crossings of railroad trackage shall be designed to carry Cooper's E-80 Railroad live loading with diesel impact (*Design Loads* section found in AREMA Manual for Railway Engineering, Chapter 8 Section 2.2.3) and on page 3-11 of this manual for reference. This 80,000-lb. axle load may be distributed laterally a distance of three (3) feet, plus a distance equal to the depth from structure grade line to base of rail, on each side of centerline of single tracks, or centerline of outer track where multiple tracks are to be crossed. In no case shall railroad loading design extend less than ten (10) feet laterally from centerline of track. Longitudinally, the load may be distributed between the five-foot axle spacing of the Cooper configuration. Railroad loading criteria will also apply where future tracks on BNSF are contemplated, to the extent this information is available.

f. All utilities crossing under ditches and railroad trackage using jacking and dry boring installation should have a minimum depth of cover of six (6) feet below the flowline of the ditch or ground surface and eight (8) feet – three (3) inches from base of rail. In fill sections, the natural ground line at the toe of slope will be considered as ditch grade.

i. Boring pits shall be located outside railroad property, when possible, at a minimum of thirty (30) feet from the centerline of track and kept to the minimum size necessary. Do not locate the bore pits in the slope of a cut or fill section of the roadbed. Keep the bore pit size to a minimum. Use shoring, temporary or permanent, conforming to the most restrictive of state, OSHA, or AREMA recommended practices in all excavations, where required. A list of items to be included in the Shoring Plan is shown on the Review Comments Sheet in the Appendix.

1) Shoring Zones (see Figure 1 below):
   a. All dimensions are measured perpendicular to the centerline of track.
   b. For ALL excavations within Zone A, shoring plans and calculations, sealed by a Professional Engineer, shall be submitted with the application.
   c. All shoring within the limits of Zone A must be placed prior to the start of excavation.

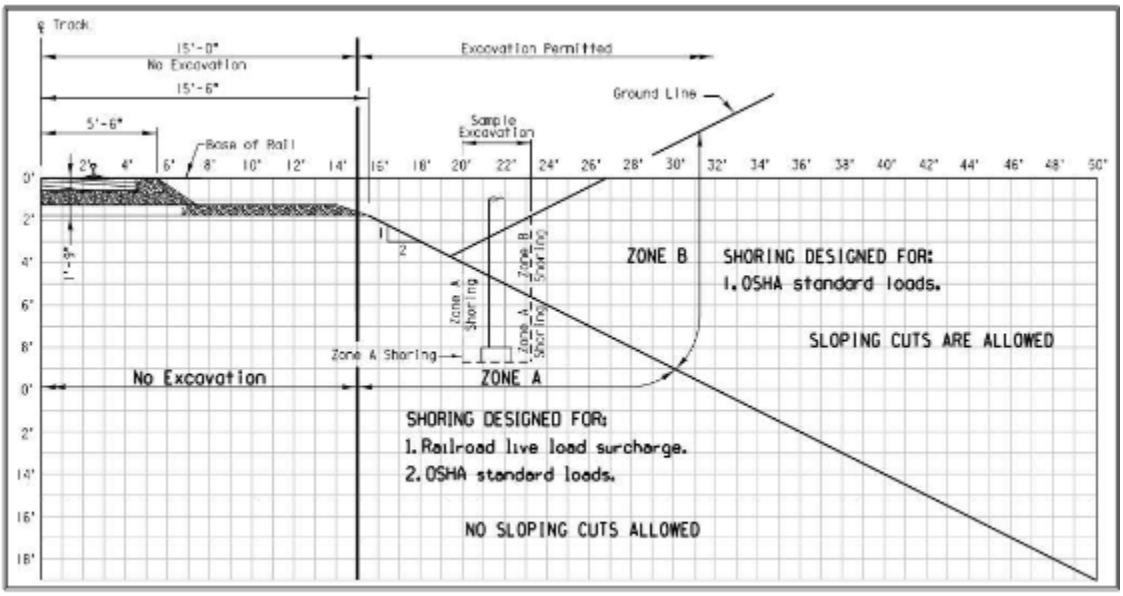


FIGURE 1

ii. All excavations will be attended or protected. Fence, fill or guard each site prior to leaving. Monitor shored excavations continuously during work for signs of instability and failure.

iii. Under-track bores using jack-and-bore method shall be located greater than forty-five (45) feet from the nearest bridge, culvert, track switch area, building or other major structure, regardless of commodity.

iv. For any installation other than jack and bore under main and siding tracks greater than twenty-six (26) inches in diameter and less that twelve (12) feet below base of rail, a geotechnical study will need to be performed to determine the presence of granular material and/or high-water table elevation, at the sole expense of the Permittee. The study will include recommendations and a plan for a procedure to prevent failure and a potential collapse of the bore. Generally, core samples are to be taken near the ends of tie at the proposed location, at least as deep as the bottom of the proposed horizontal bore. Test results must be reviewed and approved by BNSF, or its agent, prior to boring activities commencing. BNSF reserves the rights, based on test results, to require the Permittee to select an alternate location, or to require additional engineering specifications be implemented, at the sole expense of the Permittee, to utilize existing location.

v. BNSF Engineering will not need to review projects involving underground crossings of uncased gravity-flow sewer pipelines provided the material is one of the following:

1) Class V reinforced concrete pipe (RCP).
2) Steel pipe with proper wall thickness as prescribed in this policy.
3) HOBAS pipe.

g. All utilities crossing under ditches and railroad trackage using horizontal directional drilling (HDD) installation should have a minimum depth of cover of six (6) feet below the flowline of the ditch or ground surface and twelve (12) feet from base of rail. In fill sections, the natural ground line at the toe of slope will be considered as ditch grade. Detailed drawings should be included with the application.

Example detailed drawings to be submitted:

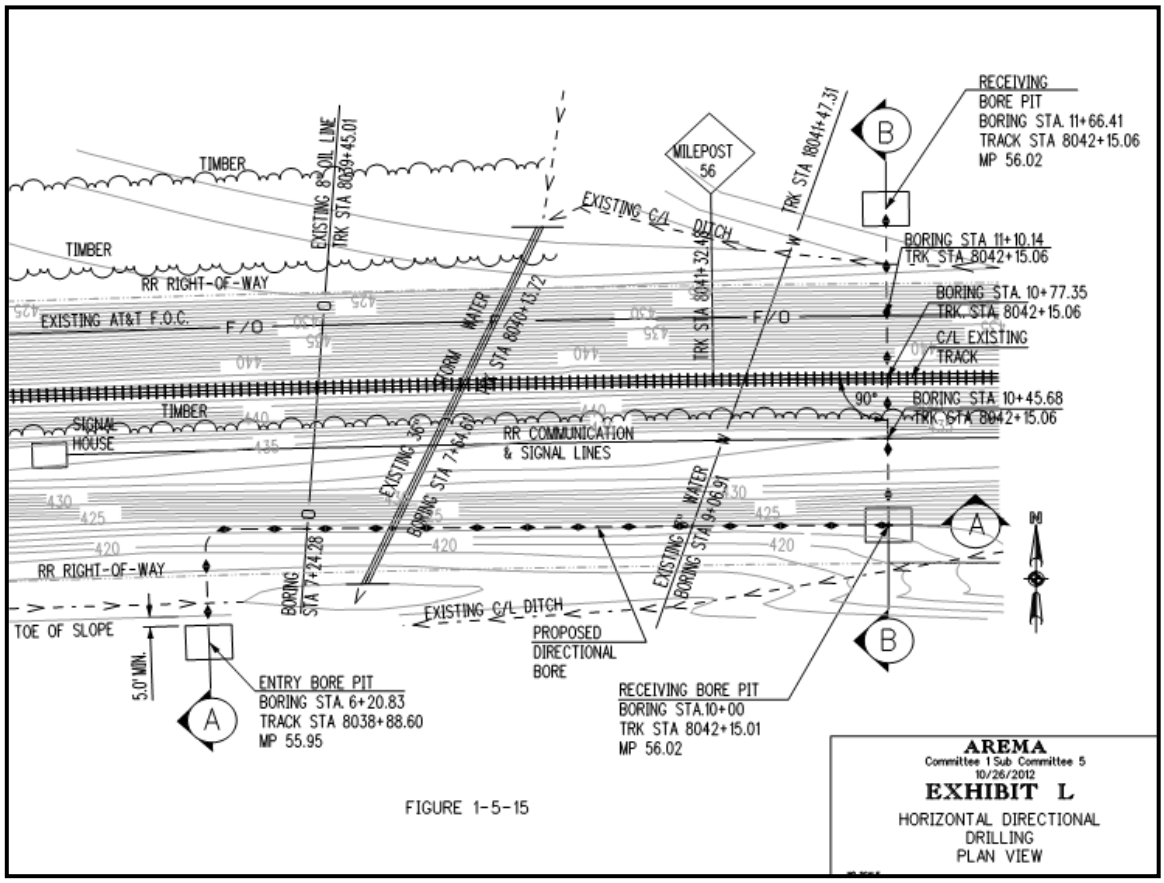
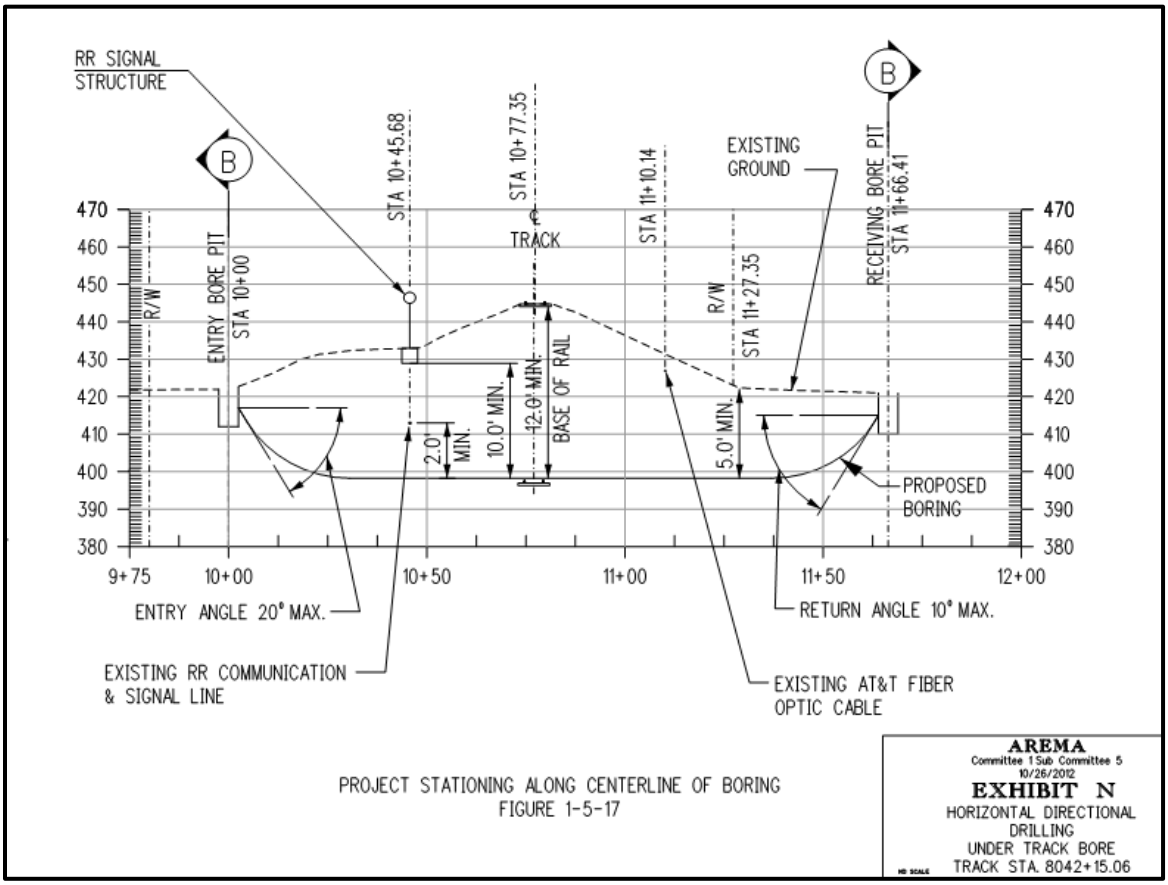


FIGURE 1-5-15



PROJECT STATIONING ALONG CENTERLINE OF BORING
FIGURE 1-5-17

h. Underground installations may be made by open trenching from the property line to the toe of the fill slope in fill sections and to the toe of the shoulder slope in cut sections but to no closer than thirty (30) feet of the centerline of track.

i. Underground installations crossing or paralleling BNSF will need to be a minimum of six (6) feet below natural ground / ditches regardless of installation method.

j. The use of plastic carrier pipe for sewer, water, natural gas, and other liquids is acceptable under specific circumstances. The use of plastic pipe is satisfactory if the pipe is designed to meet all applicable federal and state codes, and if the carrier pipe is properly encased within a steel casing pipe per AREMA standards. This casing must extend the full width of the right of way.

k. If the minimum depth is not attainable because of existing utilities, water table, ordinances, or similar reasons, the line shall be rerouted.

l. Locations that are considered unsuitable or undesirable are to be avoided. These include deep cuts and in wet or rocky terrain or where it will be difficult to obtain minimum depth.

m. Manholes should be located outside railroad property, when possible. No manhole may be in the shoulder, shoulder slope, ditch or backslope, or within twenty-five (25) feet of the centerline of any track and shall not protrude above the surrounding ground without approval of BNSF.

n. Utilities, except temporary water lines, will not be attached to or routed through drainage structures or cattle passes. Utilities are not to be attached to other railroad structures without written approval of the BNSF Structures Department.

o. Crossings shall not be installed under or within forty-five (45) feet of any Railroad bridge, track switch area or the centerline of any culvert unless installed at a depth equal to or greater than twelve (12) below base of rail.

p. A BNSF signal representative must be present during installation if railroad signals are in the vicinity of wireline crossings unless signal representative authorizes otherwise.

q. Markers that identify the Utility Owner shall be placed at both property lines for utilities crossing the railroad property. Parallel lines must be marked every five hundred (500) feet and at every road crossing, streambed, other utility crossings, and at locations of major change in direction of the line. The markers should identify the owner, type of cable and emergency telephone number. A six (6) inch wide warning tape will be installed one (1) foot BNG directly over the underground power line when located on Railroad right-of-way and outside the track ballast sections.

r. Above-ground utility appurtenances installed as a part of an underground installation shall be located at or near the railroad property line and shall not be any closer than twenty-five (25) feet to the centerline of track.

2. Pipeline Requirements

a. Pipeline designs are to specify the type and class of material, maximum working pressures, test, and design pressure. All pipes are to be constructed per most recently published or regulated standard of the USDOT Hazardous Material Regulation Board.

b. Pipelines carrying oil, liquefied petroleum gas, natural or manufactured gas and other flammable products shall conform to the requirements of the current AREMA, ANSI/ASME B 31.4 Code for pressure piping - Liquid Petroleum Transportation Piping Systems; ANSI B 31.8 Code for pressure piping - Gas Transmission and Distribution Piping Systems; other applicable ANSI codes and 49 C.F.R. Part 192 – Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards or Part 195 - Transportation of Hazardous Liquids by Pipeline, except that the maximum allowable stress of design of steel pipe shall not exceed the specified minimum yield strength (multiplied by longitudinal joint factor) of the pipe as defined in the ANSI codes.

c. New and relocated sewer lines shall be constructed with satisfactory joints, materials and designs which will provide protection and resistance to damage from sulfide gases and other corrosive elements to which they may be exposed. Where non-metallic pipe is permitted and installed, a durable metal wire shall be concurrently installed; or other means shall be provided for detection purposes.

d. Pipelines under railroad tracks and across railroad property shall be encased in a larger pipe or conduit called “casings.” Generally, casings shall extend from right-of-way line to right-of-way line, unless otherwise approved.

e. Pipelines and casing pipes shall be suitably insulated from underground conduits carrying electric wires on railroad property.

f. Reinforced concrete pipe, with storm water and sewer being the exception, will need to be encased for a distance as wide as the embankment at the utility crossing. This is to protect against track failure due to joint separation.

3. Encasement of Utilities

a. Casings are oversized load-bearing conduits or ducts through which a utility is inserted:

i. To protect the railroad from damages and to provide for repair, removal, and replacement of the utility without interference to railway traffic.

ii. To protect the carrier pipe from external loads or shock, either during or after construction.

iii. To convey leaking fluids or gases away from the area directly beneath the railroad trackage to a point of venting at the railroad property line.

iv. Casing may be omitted for **gaseous products only** if the carrier pipe is steel, the wall thickness conforms to E-80 loading shown in the table on page 3-10, the pipe is cathodically protected with an active induced current, or a passive system that could include sacrificial anodes and/or a protective coating rated for "cathodic protection;" and is placed twelve (12) feet minimum below the base of rail per AREMA standards.

v. Underground electric and fiber installations must be encased completely across the Railroad right-of-way with a rigid conduit. The conduit can be steel, HDPE SCH 80, HDPE SDR-11, or HDPE SDR-9 (with no casing pipe for a single conduit). Any installations crossing BNSF with multiple duct installations must be in a single casing unless they are placed 5' or more apart. A metallic ribbon or wire must be included in the pipe to allow for radio locating later.

vi. Casing may be omitted for other products under all three of the following circumstances:

(a) When carrier pipe is steel, and the wall thickness conforms to E-80 loading for casing pipe shown in the table on page 3-10 and as included in AREMA manual Chapter 1, Part 5 for Utility Crossings. The length of the pipe shall extend from railroad right-of-way line to right-of-way line, and

(b) When steel carrier pipe is cathodically protected with an active induced current, or a passive system that could include sacrificial anodes and/or a protective coating rated for "cathodic protection," and

(c) When the depth from base of rail to top of pipe is equal to or greater than thirty (30) feet and minimum depth of cover is six (6) feet below the flowline of the ditch or ground surface.

b. In circumstances where it is not feasible to install encasement from right-of-way line to right-of-way line, casing pipe under railroad tracks and across railroad property shall extend to the greater of the following distances, measured at right angles to the centerline of track:

   i. Two (2) feet beyond toe of slope.

   ii. Three (3) feet beyond ditch line.

   iii. Twenty-five (25) feet from centerline of outside track when casing is sealed at both ends.

   iv. Forty-five (45) feet from centerline of outside track when casing is open at both ends.

   v. Extend across the entire length of Shoring Zone A as shown in Figure 1, Pg 3-5.

   vi. If additional track is planned for future construction, casing must extend far enough to meet above distances given the additional track requirement.

c. Pipelines and casing pipe shall be suitably insulated from underground conduits carrying electric wires on railroad property.

d. Casing pipe and joints shall be made of metal, and of leakproof construction. Casings shall be capable of withstanding the railroad loadings and other loads superimposed upon them.

e. Wall thickness designations for steel carrier and casing pipe for E-80 loading (including impact) are:

Nominal Diameter (inches)	Minimum Wall Thickness (inches)
12-3/4 and under	0.188
14	0.188
16	0.219
18	0.250
20 and 22	0.281
24	0.312
26	0.344
28	0.375
30	0.406
32	0.438
34 and 36	0.469
38	0.500
40	0.531
42	0.562
44 and 46	0.594
48	0.625
50	0.656
52	0.688
54	0.719
56 and 58	0.750
60	0.781
62	0.812
64	0.844
66 and 68	0.875
70	0.906
72	0.938

i. Steel pipe shall be in conformance with ASTM A1097 and of leakproof construction, such as butt welded or interlocking joints which are capable of withstanding railroad loading. Pipe shall have a specified minimum yield strength, SMYS, of at least 35,000 psi (pounds per square inch / 241,317kPa).

ii. All metallic casing pipes are to be designed for effective corrosion control, long service life and relatively free from routine servicing and maintenance. Corrosion control measures for metallic casing pipe must include cathodic protection which can be an active induced current, or a passive system that could be sacrificial anodes and/or protective coating rated for cathodic protection such as fusion bonded epoxy with an abrasion resistant overcoating.

iii. Cast iron may be used for casing. It shall conform to ANSI A21. The pipe shall be connected by mechanical-type joints. Plain-end pipe shall be connected by compression-type couplings. The strength of the cast iron pipe to sustain external

loads shall be computed in accordance with the most current ANSI A21.1 "Manual for the Computation of Strength and Thickness of Cast Iron Pipe."

f. The inside diameter of the casing pipe shall be such that the carrier pipe can be removed without disturbing the casing. All joints or couplings, supports, insulators or centering devices for the carrier pipe shall be considered in the selection of the casing diameter.

g. For flexible casing pipe, a maximum vertical deflection clearance of the casing pipe shall be three percent (3%) of its diameter plus one-half (1/2) inch so that no loads from the roadbed, track, railroad traffic or casing pipe are transmitted to the carrier pipe. When insulators are used on the carrier pipe, the relationship of the casing size to the size of the carrier pipe is:

Diameter of Carrier Pipe	Inside Diameter of Casing Pipe Equals Outside Diameter of Carrier Pipe Plus
0" – 7.9"	2"
8" - 16"	3-1/4"
Over 16"	4-1/2"

4. Casing and Pipeline Installation

a. Casing and pipeline installations should be accomplished by Horizontal Directional Drilling (HDD), dry jack-and-bore, tunneling or other approved methods. Tunneling construction under tracks will be permitted only under direct supervision of a BNSF Engineer. Tunneling procedures and equipment, as well as structural design, must have BNSF Engineering approval prior to starting any work on BNSF property. Generally, tunneling shall not be considered where less than six (6) feet of cover exists, or where excessively sandy, loose, or rocky soils are anticipated.

All utilities crossing under ditches and railroad trackage using jacking and dry boring installation should have a minimum depth of cover of six (6) feet below the flowline of the ditch or ground surface and eight (8) feet – three (3) inches from base of rail. In fill sections, the natural ground line at the toe of slope will be considered as ditch grade.

Jacking/boring pits shall be located outside railroad property, when possible, at a minimum of thirty (30) feet from the centerline of track and kept to the minimum size necessary. Do not locate the bore pits in the slope of a cut or fill section of the roadbed. Keep the bore pit size to a minimum. Use shoring, temporary or permanent, conforming to the most restrictive of state, OSHA, or AREMA recommended practices in all excavations, where required. Submit shoring plans sealed by a Professional Engineer with application for approval prior to construction.

Under-track bores using jack-and-bore method shall be located greater than forty-five (45) feet from the nearest bridge, culvert, track switch area, building or other major structure, regardless of commodity.

All encased utility pipeline crossings under ditches and railroad trackage using horizontal directional drilling (HDD) installation should have a minimum depth of

cover of six (6) feet below the flowline of the ditch or ground surface and twelve (12) feet from base of rail. In fill sections, the natural ground line at the toe of slope will be considered as ditch grade. Detailed drawings should be included with the application.

Rail elevations over the work must be monitored at intervals prescribed by BNSF to detect any track movement. Movements of over one-quarter (1/4) inch vertically shall be immediately reported to the BNSF Roadmaster. Due to the danger to rail traffic that is caused by only small amounts of track movement, BNSF forces may have to be called to surface the track several times. The cost of any work required by BNSF in the repair of track caused by utility installation will be assessed against the Utility Owner.

The following requirements shall apply to these construction methods:

i. When installing a pipe or conduit under the track with a bore diameter greater than 12 inches, it is expected to be a continuous install, at a minimum through Zone A. No void greater than 12 inches will be permitted to be left within Zone A for an extended period of time, unless approved by BNSF or authorized Construction Observer.

ii. The use of water under pressure, jetting or puddling will not be permitted to facilitate boring, pushing or jacking operations. Some boring may require water to lubricate cutter and pipe, and under such conditions, is considered dry boring.

iii. For HDD drilling, only solid body reamers shall be used on BNSF property. Where unstable soil conditions exist, boring or tunneling operations shall be conducted in such a manner as not to be detrimental to the railroad being crossed.

iv. If excessive voids or too large of a bored hole is produced during casing or pipeline installations, or if it is necessary to abandon a bored or tunneled hole, prompt remedial action should be taken by the Utility Owner.

v. All voids or abandoned holes caused by boring, or jacking are to be filled by pressure grouting. The grout material should be a sand cement slurry with a minimum of two (2) sacks of cement per cubic yard and a minimum of water to assure satisfactory placement.

vi. For bored or tunneled installations less than seventeen and one-half (17-1/2) feet deep, less than 300 feet long and pipe diameters less than or equal to 20 inches, the hole diameter shall not exceed the outside diameter of the utility pipe, cable, or casing (including coating) by more than one and one-half (1-1/2) inches for pipes with an inside diameter of twelve (12) inches or less, or two (2) inches on pipes with an inside diameter greater than twelve (12) inches.

vii. For bored or tunneled installations seventeen and one-half (17-1/2) feet deep or deeper, 300 feet long or longer, or greater than 20 inches in pipe diameter, the hole diameter shall not exceed one and one-half (1-1/2) times the diameter of the pipe.

This is further clarified as follows:

Hole Diameter	Depth	Length	Pipe Outside Diameter
Pipe OD + 1-1/2"	< 17.5'	<300'	<=12"
Pipe OD + 2"	< 17.5'	<300'	12" <= 20"
Pipe OD x 1.5	> 17.5'	>= 300'	> 20"

b. Vents. In casing pipe installations, vents are appurtenances by which fluids or gases between carrier and casing may be inspected, sampled, exhausted, or evacuated.

i. Vent standpipes shall be located and constructed so as not to interfere with maintenance of the railroad or to be concealed by vegetation. Where possible, they shall be marked and located at the property line. The markers shall give the name, address of the owner, and a 24-hour phone number to contact in case of emergency.

ii. Casing pipe, when sealed, shall be properly vented. Vent pipes shall be of sufficient diameter, but in no case less than two (2) inches in diameter and shall be attached near each end of casing projecting through ground surface at property lines.

Seals and vents shall be required for all encased pipelines carrying flammable substances under pressure to ensure the flammable substances are evacuated away from the track and subgrade in the event of a pipe failure. Vents shall be located at both ends of the casings.

Venting is not required for encased water lines; however, sealing will be required if the ends of the casing are not above the high-water table.

Where casing pipe is used on sewer lines, venting, and sealing of casing will be required on pressurized lines.

iv. Vent pipes shall extend not less than four (4) feet above ground surface. Top of vent pipes shall be fitted with a down-turned elbow, properly screened, or a relief valve.

v. Vent pipes on casings shall be at least four (4) feet (vertically) from aerial electric wires. Casings shall be suitably insulated from underground conduits carrying electric wires on Railroad right-of-way.

c. Shut-Off Valves

i. The Utility Owner shall install accessible emergency shut-off valves on each side of the railroad. Locating a shut-off valve on railroad property should be avoided. If approval is acquired, a guardrail must protect the shut-off valve.

ii. When a guardrail is required, its height shall be four (4) feet above the ground line. All four corner posts shall be driven to a minimum depth of four (4) feet below ground line. There shall be a minimum clearance of two (2) feet from the valve to the guardrail. The steel pipes for the four corner posts and guardrail shall have a minimum diameter of four (4) inches. All joints will be welded with a one-quarter (1/4) inch fillet weld all around.

iii. Where pipelines are provided with automatic control stations, no additional valves will be required.

5. Abandonment/Replacement/Removal of Facilities

a. Upon abandonment, replacement or termination of license the utility needs to be removed from BNSF property except for the portion under the track embankment (as shown in Appendix "Retirement/Removal of Pipelines on BNSF Property").

b. Portion of abandoned pipe under track embankment to remain in place shall be filled by pressure grouting. The grout material should be a sand cement slurry with a minimum of two (2) sacks of cement per cubic yard and a minimum amount of water to assure satisfactory placement. Open trenches shall be back-filled and compacted to surrounding ground level.

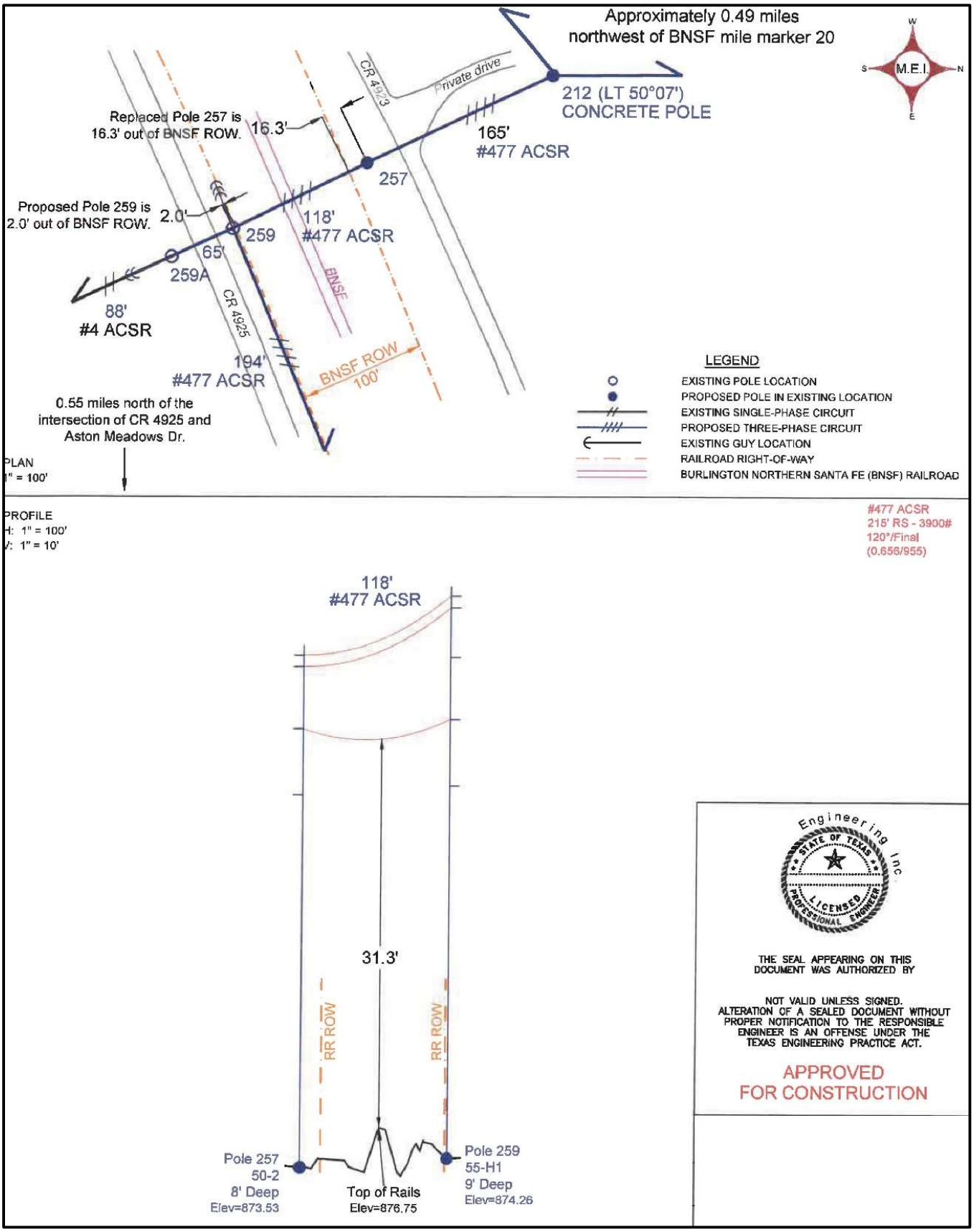
c. Abandoned or replaced poles shall be removed from BNSF property or cut off to a depth at least six (6) feet below ground; and the hole filled with BNSF approved material and compacted to surrounding ground level.

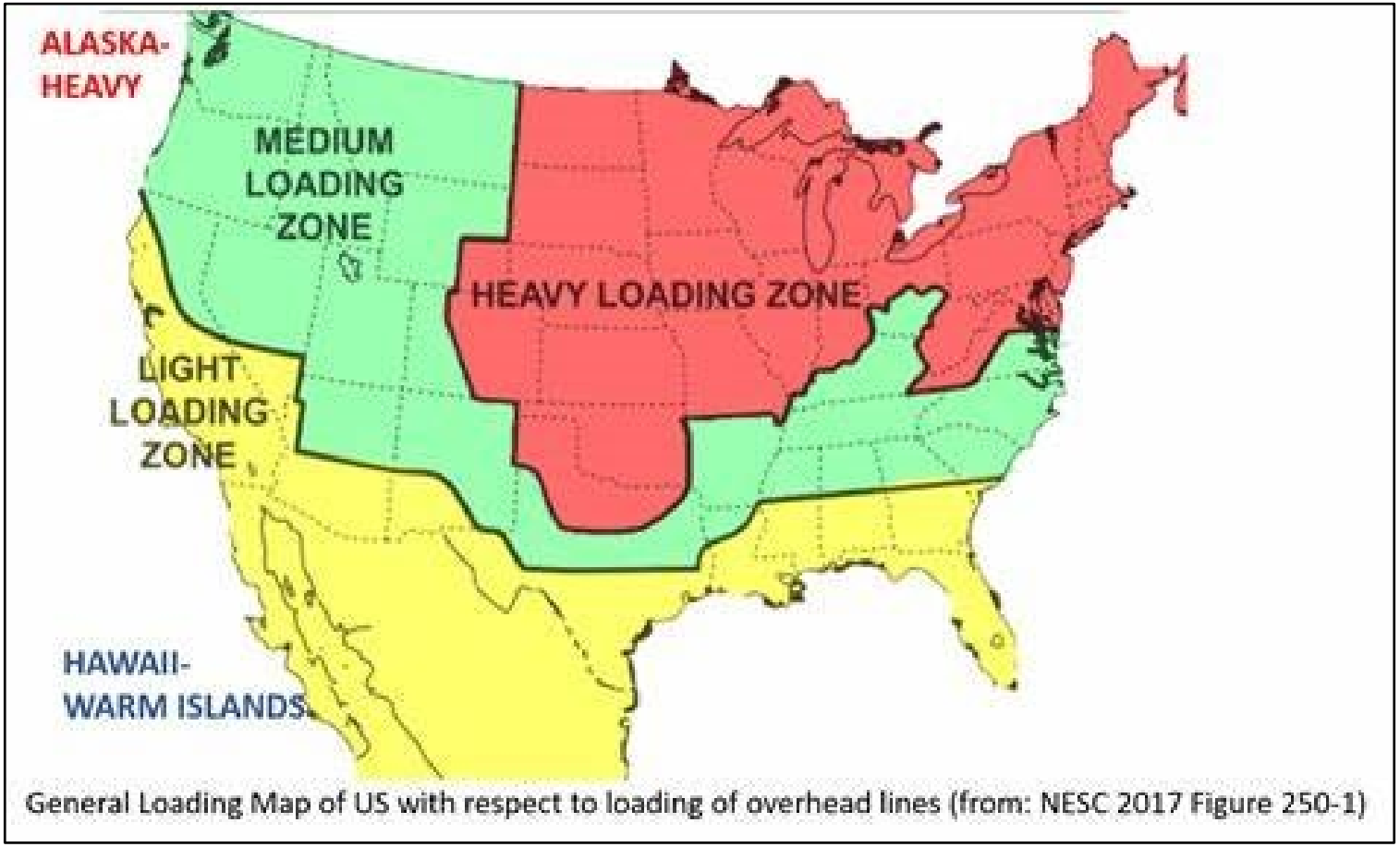
d. All metal such as rebar, cable, anchor systems, and strain relief must be removed and disposed of in accordance with local, state and federal regulations.

e. An abandonment plan must be included in the general plans.

APPENDIX

OVERHEAD INSTALLATIONS

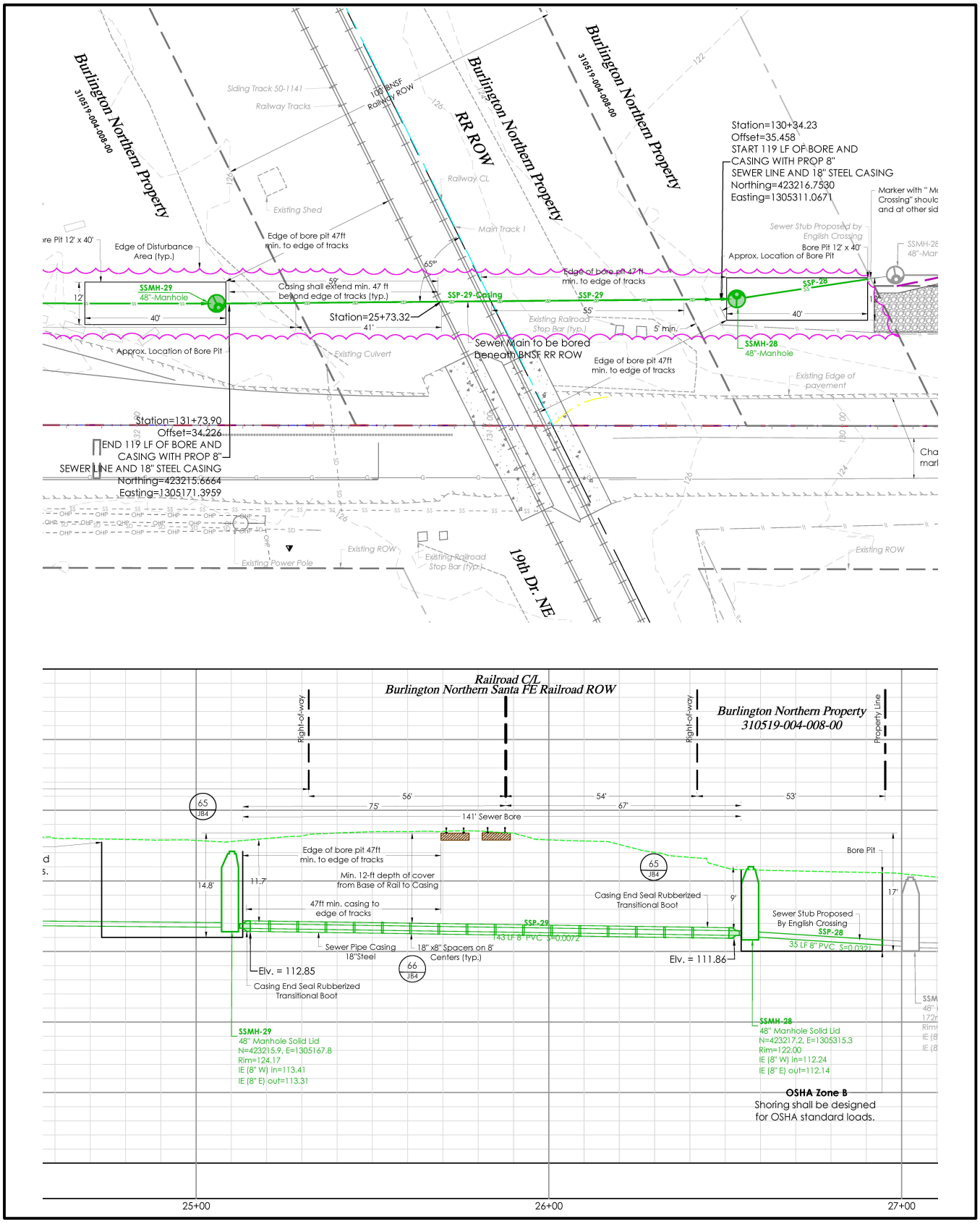




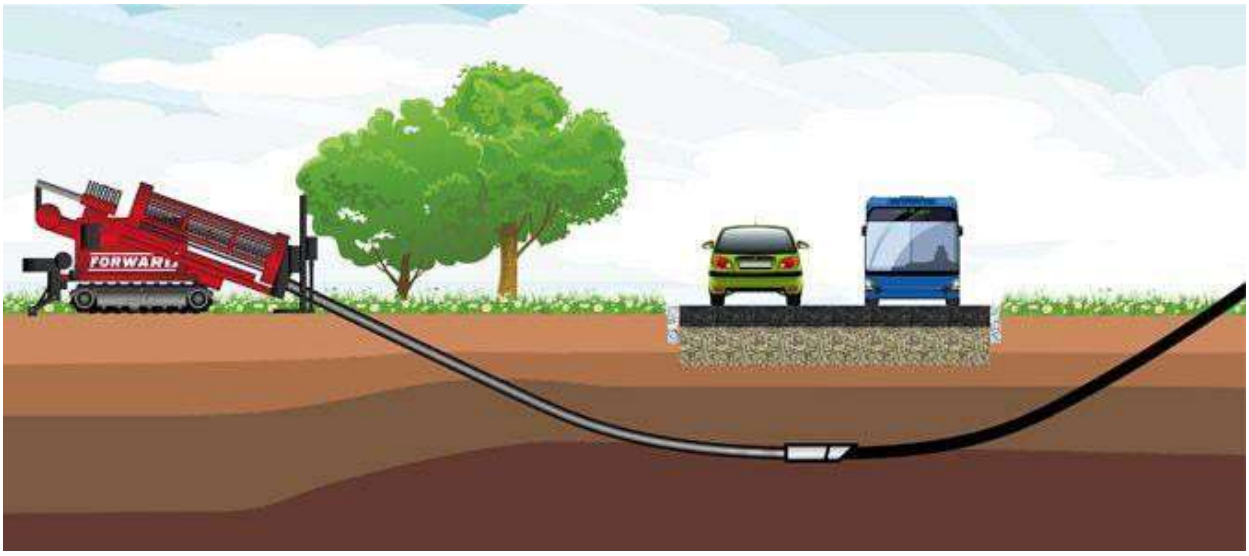
General Loading Map of US with respect to loading of overhead lines (from: NESC 2017 Figure 250-1)

Loading districts (or zones) to determine minimum span length for overhead wirelines crossing over tracks. If location is in question with reference to load rating, use the higher rating.

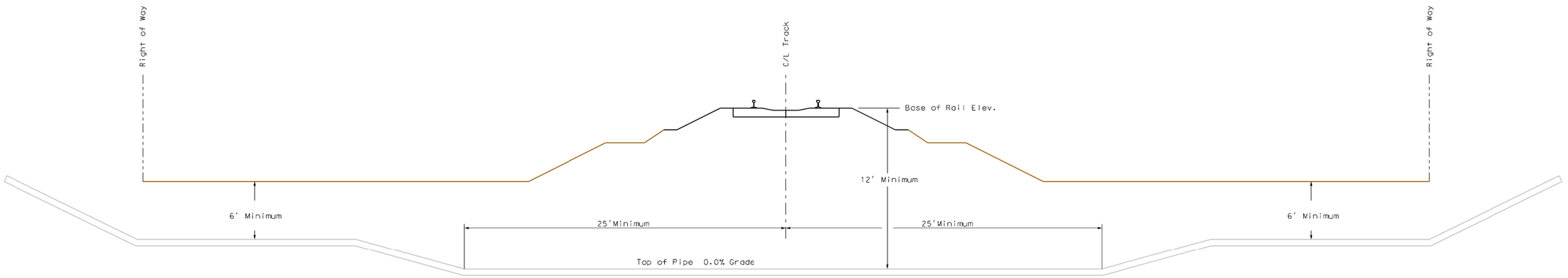
UNDERGROUND INSTALLATIONS



UNDERGROUND INSTALLATION
JACK AND BORE EXAMPLE



UNDERGROUND INSTALLATION
HORIZONTAL DIRECTIONAL DRILLING (HDD) EXAMPLE



Cutting head must travel at 0.0% grade (or downward) beginning 25' (minimum) from centerline of track until it reaches a point 25' (minimum) from the centerline of track. Minimum pressure must be applied to pumping the slurry to the cutting head during drilling. This will deter the bentonite slurry used for lubrication from seeping up and fouling the track roadbed.

The plans submitted with the application must show the planned travel path of the cutting head.

A construction observer must be present during installation and will monitor the ballast and roadbed.

APPROVALS	TITLE	DATE
Feb 2025		

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	Added "minimum" to distance from track	9/19/08	JRG
2	Revised minimum depth requirements	9/8/20	BAL

DESIGNED:
DRAWN:
CHECKED:

ENGINEERING SERVICES
www.bnsf.com/tools/fieldengineering/index

FILE NO.
RFA / AFE NO.
STATUS

BNSF RAILWAY

DATE: 06/20/08
LS/mp:
DIVISION:
SUBD:
\utilaccom\hdd.dgn

HORIZONTAL DIRECTIONAL DRILLING STANDARDS NOT TO SCALE

ENVIRONMENTAL COMPLIANCE PLAN [Outline]

Cover Page

- Project Name
- Prepared By
- Prepared For: BNSF Railway Company
- Prepared Date
- RP.com Project ID

Table of Contents

Part 1 – Introduction

1. Overview of Project
    - Project Location Map
    - BNSF Mile Post of Pipeline Location
    - Latitude/Longitude of Pipeline Location
    - Section/Township/Range
    - Nearest City, County, State
2. Objective of the Environmental Compliance Plan

Part 2 – Commitment to Environmental Protection

1. Roles/Responsibilities of Project Team Members

Part 3 – Environmental Compliance Timeline

1. Pre-Construction Compliance
    - Permits
    - Pipeline Specifications
2. Pipeline Construction
3. Post-Construction/Pipeline Operations
4. Abandonment/Removal Process
    - Pipeline must be removed from BNSF property except for the portion under track embankment. Remaining pipe will be purged and filled with flowable grout.

Part 4 – Reporting and Notifications

1. Reporting of Environmental Non-Compliance
    - Construction Communication Plan On-Site
    - Permit Binder On-Site
    - Process for Reporting Environmental Non-Compliance

Part 5 – Environmental Response and Remediation

1. Environmental Emergency Response
    - BNSF Resource Operations Call Center: 800-832-5452
    - Pre-Construction and Construction Contact Information
    - Post-Construction Operations Contact Information

List of Exhibits

- Permit Drawings
- Design and Construction Plans
    - Include Plan Pages Covering BNSF Property

Version Dated 2017-11-06

No Comment / All Items CLOSED* ☐

Submittal Essentials in RED **

I/C & Project Engineer Review Items; KC Structures Review Items

BNSF Engineering Services-Structures Review Comments

Temporary Shoring Review Comments Sheet

Check for compliance with current AREMA and BNSF/UP Temporary Shoring Guidelines

Project Name:		BNSF Point of Contact:	
Submittal Name:		Project CM Contact:	
Plan File Name:		Asset MP Name:	
Plan File Date:		Plan %:	

Professional Engineer Seal & Signature (Plans and Calculations)
☐No Exceptions Taken ☐ Comments Below ☐ N/A

No Tiebacks under track
☐No Exceptions Taken ☐ Comments Below ☐ N/A

Need Shoring Loading Zones shown
☐Within Zone A ☐ Zone B Only ☐ Zone C Only

Show offset face of shoring to CL Tracks at all Changes in Horizontal Alignment
☐No Exceptions Taken ☐ Comments Below ☐ N/A

Substructure Removal Limits (Lesser of 3' below GL or TOT)
☐No Exceptions Taken ☐ Comments Below ☐ N/A

TOT, Top of Wall Elevations Shown on General Plan
☐No Exceptions Taken ☐ Comments Below ☐ N/A

Show BNSF ROW Limits, all tracks labeled w/ track spacing
☐No Exceptions Taken ☐ Comments Below ☐ N/A

Provide geotechnical report (in-situ soil classification, P_a, P_p, etc.)
☐No Exceptions Taken ☐ Comments Below ☐ N/A

Horizontal Clearance to CL Tracks at right angle to Nearest Obstruction
☐No Exceptions Taken ☐ Comments Below ☐ N/A

Show Grading at Wall Ends, No More than 2:1 Slopes
☐No Exceptions Taken ☐ Comments Below ☐ N/A

Drainage Along the Wall, Through the Wall
☐No Exceptions Taken ☐ Comments Below ☐ N/A A

Show Total Depth of Shoring System w/ controlling dimensions
☐No Exceptions Taken ☐ Comments Below ☐ N/A

All OH and underground utilities located (include fiber, BNSF signal, telecom)
☐No Exceptions Taken ☐ Comments Below ☐ N/A

Handrail Heights and Lengths Detailed
☐No Exceptions Taken ☐ Comments Below ☐ N/A

Call Before You Dig" Numbers - BNSF Fiber - 1-800-533-2891
BNSF Signal - 1-800-832-5452
☐No Exceptions Taken ☐ Comments Below ☐ N/A

Provide Calculations (Include sample hand calcs w/ assumptions listed)
☐No Exceptions Taken ☐ Comments Below ☐ N/A

Check FS of overturning for sheeting
☐No Exceptions Taken ☐ Comments Below ☐ N/A

Temp Shoring Specific: E80 Loading Properly Applied
☐No Exceptions Taken ☐ Comments Below ☐ N/A

Meets deflection criteria
☐No Exceptions Taken ☐ Comments Below ☐ N/A

Gravity shoring systems analyzed for OT, SL and global stability
☐No Exceptions Taken ☐ Comments Below ☐ N/A

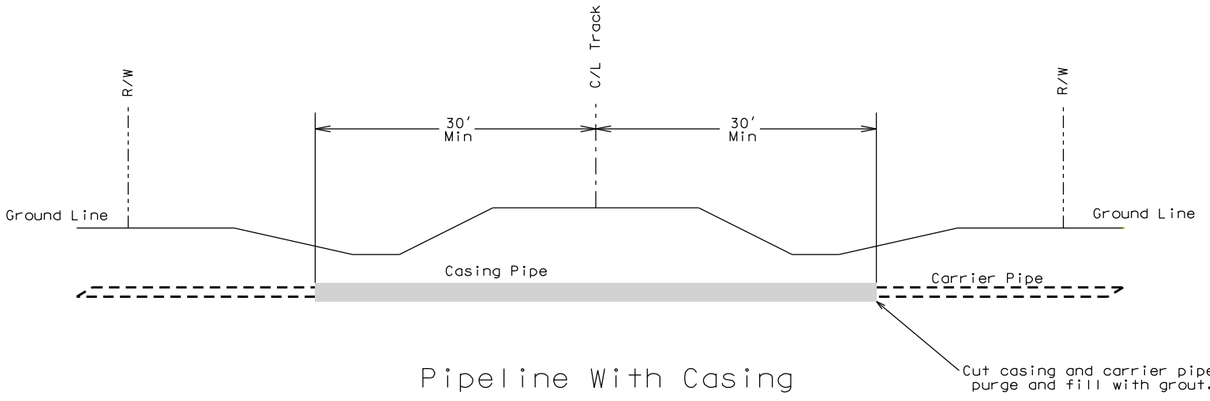
Monitoring Plan: Triggering & max values, survey locations and frequency
☐No Exceptions Taken ☐ Comments Below ☐ N/A

Item No.	Sheet No.	Reviewer Comment Date:	Initial	Designer's Response Date:	Reviewer's Comment Date:	Initial	Designer's Response Date:	Reviewer's Comment Date:	Initial	Designer's Response Date:	Reviewer's Comment Date:	Initial	Status (Open or Closed
1.													
2.													
3.													
4.													
5.													
6.													

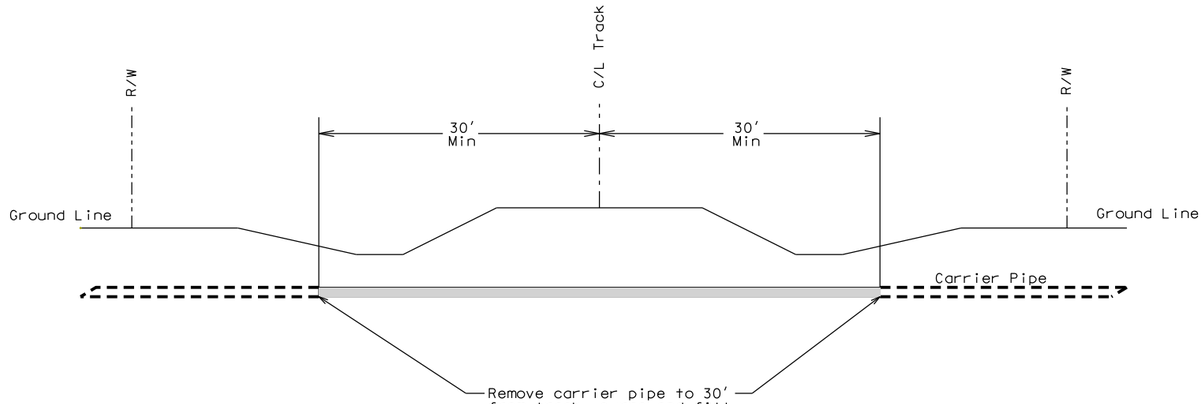
*BNSF has reviewed these submittals and no exceptions are taken with regard to BNSF's ability to use or accommodate the project as intended. BNSF has not reviewed the design details or calculations for structural integrity or engineering accuracy. BNSF accepts no responsibility for errors or omissions in the design or execution of the project.

Feb 2023

**** Check Submittal Essentials prior to transmittal to Structures Review. If not included, Project Engineer to reject and request resubmittal.**



Pipeline With Casing



Pipeline Without Casing

Upon termination all pipelines and casings will be removed entirely from BNSF property up to the toe of track embankment, but no closer than 30′ from centerline of track.

APPROVALS - (NAME - TITLE)	DATE	APPROVALS - (NAME - TITLE)	DATE

DRAWN	CHECKED	PROTRAK SEQ NO
	Feb 2025	

BNSF RAILWAY COMPANY - ENGINEERING SERVICES

REVISIONS

NO.	DESCRIPTION	DATE	BY

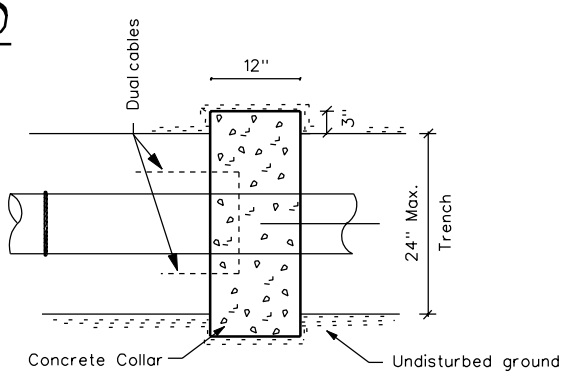
BNSF RAILWAY

RETIREMENT/REMOVAL OF PIPELINES ON BNSF PROPERTY

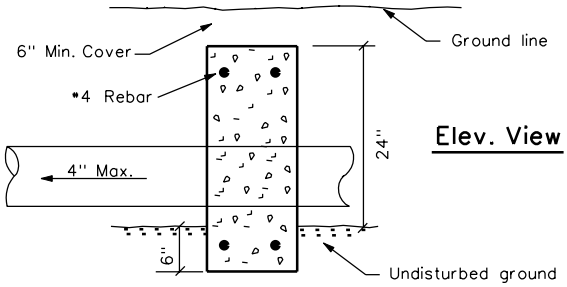
FILE: remove pipeline | SHEET 1 OF 1 | A.8 | DATE: 05/11/2011

DRAINS FOR STEEP SLOPES

Installation of the pipeline will be difficult due to the slope in which the pipe will be laid. Any damage to the slope due to construction must be repaired to its original condition. A large load on the conrete anchor which supports the pipe at the top of the slope will result due to this installation. This anchor should be moved as far away from the face of the slope as possible to maximize its support capability. The pipeline should be designed to withstand the weight of the water within the pipe.
See details below commonly used to support and hold the pipe in place, which should be used for this installation. If the pipeline fails, it will be the owners responsibility to reinstall the pipeline. If damage occurs to railway property due to the failure of the pipeline, the property owner will be responsible for damages. The property owner must not deposit grass clippings, yard waste, trees or other debris on the slope at any time.

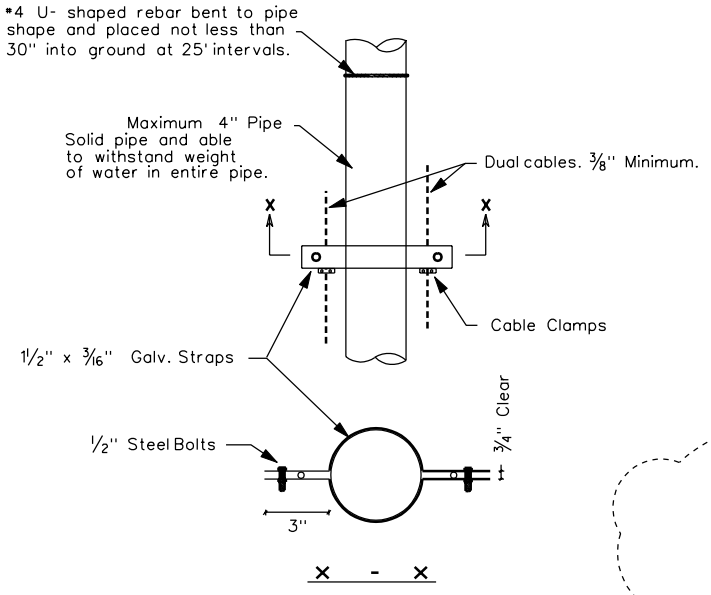


Plan View

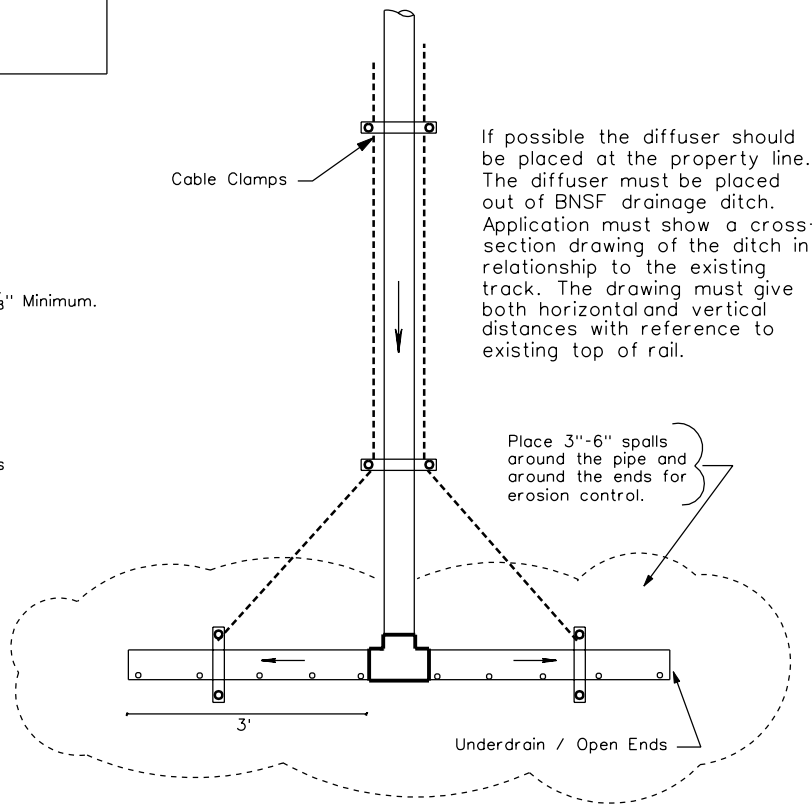


Elev. View

PIPE ANCHOR DETAIL



CLAMP DETAIL



DIFFUSER

NOT TO SCALE

BURLINGTON NORTHERN & SANTA FE RAILWAY CO. OCT 1998

DEFINITION OF TERMS

The terminology used in this Policy strives for conventional meaning and to insure uniform interpretation. To this end, the following definitions apply:

ACCESS CONTROL: Restriction of access to and from abutting lands to railroad property.

AREMA: American Railroad Engineering and Maintenance of Way Association.

ANSI: American National Standard Institute.

ASTM: American Society for Testing and Materials.

BACKFILL: Replacement of soil around and over an underground utility facility.

BORING: Piercing a hole under the surface of the ground without disturbing the earth surrounding the hole. Boring may be accomplished by any approved manner. Water jetting or puddling will not be permitted. Holes may be mechanically bored and cased using a cutting head and continuous auger mounted inside of the casing. Small diameter holes may be augured, and the casing or utility facility pushed in later.

BNSF: Burlington Northern and Santa Fe Railway Company.

BURY: Placement of the utility facility below grade of roadway, ditch or natural ground to a specified depth.

CARRIER: Pipe directly enclosing a transmitted fluid (liquid or gas).

CATHODIC PROTECTION: A means of corrosion control for a metal pipeline with an active induced current, or a passive system that could include sacrificial anodes and/or a coating rated for "cathodic protection." Fusion-bonded epoxy (a powder coating) with an abrasion resistant overlay is one example of rated coatings.

CASING: A larger pipe enclosing a carrier.

CFR: Code of Federal Regulations.

COATING: Material applied to or wrapped around a pipe.

COMMUNICATION LINE: Fiber optic, telephone cable and similar lines, not exceeding four hundred (400) volts to ground or seven hundred fifty (750) volts between any two (2) points of the circuit, the transmittal power of which does not exceed one hundred fifty (150) watts.

CONDUIT OR DUCT: An enclosed tubular runway for protecting wires or cables.

COVER: The depth of material placed over a utility. Depth of cover is measured from top of utility casing or carrier pipe (if no casing is required) to the natural ground line or construction line above the utility.

DIRECT BURIAL: Installing a utility underground without encasement, by plowing or trenching. No rail plows will be permitted.

ELECTRIC SUPPLY: Electric light, power supply, and trolley lines, irrespective of voltage used for transmitting a supply of electrical energy.

ENCASEMENT: Structural element surrounding a pipe or cable.

FLEXIBLE PIPE: A plastic, fiberglass, or metallic pipe having a large ratio of diameter to wall thickness that can be deformed without undue stress. Copper or aluminum pipe shall be considered as flexible pipe.

GROUNDED: Connected to the earth or to some extended conducting bodies which are intentionally or accidentally connected with the earth.

GROUT: A cement mortar or slurry of fine sand or clay as conditions govern.

HANDHOLES: Handholes, also known as service boxes or joint pits, are necessary for a fiber optic network route along its length to access the cables at periodic intervals.

HORIZONTAL DIRECTIONAL DRILLING: A steerable trenchless method of installing underground pipes, conduits, and cables in a shallow arc along a prescribed bore path by using a surface launched drilling rig, with minimal impact on the surrounding area.

JACK-AND-BORE: The installation method whereby the leading edge of the jacked pipe is well ahead of the cutting face of the auger bit. The auger is removing waste from inside the pipe as it is being jacked. This method greatly reduces the likelihood of subsidence of granular material during installation.

JACKING: The installation of rigid pipes using hydraulic jacks or rams to push the pipe under the traveled surface of a road, railroad roadbed, or other facility.

LICENSE:

UTILITY LICENSE AGREEMENTS are executed for all utility facilities located on railroad property.

LOADING DISTRICTS: The US is divided into three ice, wind, and temperature loading districts identified as HEAVY, MEDIUM, and LIGHT. The loading districts determine design of supporting structures, span lengths and supported facilities based on radial thickness of ice, horizontal wind pressure and temperature conditions for a particular loading district.

MANHOLE: An opening to an underground utility system which workmen or other may enter for the purpose of maintaining, inspecting, or making installations.

NATURAL GAS PIPELINES:

DISTRIBUTION SYSTEM - A pipeline other than a gathering or transmission line.

SERVICE LINE - A distribution line that transports gas from a common source of supply to a customer meter.

TRANSMISSION SYSTEM - A pipeline other than a gathering line that transports gas from a gathering line or storage facility to a distribution center or storage facility. It operates at a hoop stress of twenty percent (20%) or more of the Specified Minimum Yield Strength.

NORMAL: Crossing at a right angle.

PERMITS:

PERMIT TO BE ON BNSF PROPERTY FOR UTILITY SURVEY is to be executed prior to all survey work on railroad property.

PIPE: A tubular product made as a production item for sale as such. Cylinders formed from plate during fabrication of auxiliary equipment are not pipes as defined here.

PRESSURE: Relative internal pressure in PSI (pounds per square inch) gauge.

PRIVATE LINES: Any privately owned facilities which convey or transmit the commodities outlined under the definition for Utilities but are devoted exclusively to private use.

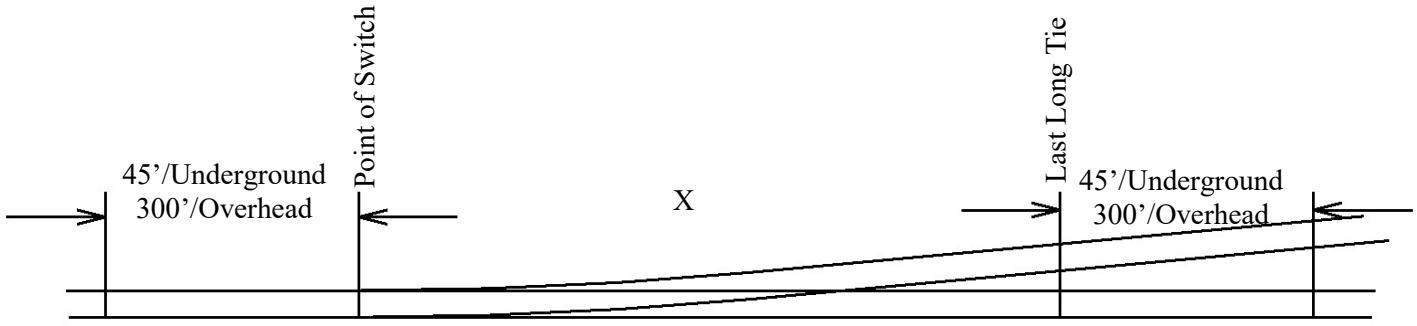
PUBLIC LINES: Those facilities which convey or transmit the commodities outlined under the definition for Utilities and directly or indirectly serve the public or any part thereof.

RIGHT OF WAY: A general term denoting land, property of interest therein, usually in a strip, acquired for or devoted to railroad transportation purposes.

SEAL: A material placed between the carrier pipe and casing to prevent the intrusion of water, where ends of casing are below the ground surface.

SHOULDER: That portion of the roadbed outside the ballast.

SWITCH AREA: Underground = 45'+X'+45' / Overhead = 300'+X'+300', as shown:



TURNOUT SIZE	X		TURNOUT SIZE	X
NO. 7	95'		NO. 14	176'
NO. 8	98'		NO. 15	180'
NO. 9	107'		NO. 20	249'
NO. 10	120'		NO. 24	283'
NO. 11	125'		NO. 30	632'

TRENCHED: Installed in a narrow excavation.

TUNNELING: Excavating the earth ahead of a large diameter pipe by one or more of the following processes: 1) The earth ahead of the pipe will be excavated by men using hand tools while the pipe is pushed through the holes by means of jacks, rams or other mechanical devices, 2) The excavation is carried on simultaneously with the installation of tunnel liner plates, and/or 3) The tunnel liner plates are installed immediately behind the excavation as it progresses and are assembled completely away from the inside.

UTILITY OWNER: All privately, publicly, or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water and other similar commodities, including fire and police signal systems and street lighting systems which directly or indirectly serve the public.

Docusign Envelope ID: 1FCE3BCB-A728-8FE2-8136-D115C1F06A56

City Clerk's Office Item # S6

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 26, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A DONATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND MORNING STAR CREATIONS, INC., A COLORADO CORPORATION; CREATING A NEW PROJECT ACCOUNT CI2614 - VINEWOOD SKATE PARK; AND ACCEPTING, BUDGETING, AND APPROPRIATING FUNDS IN THE AMOUNT OF $70,000.00 INTO PROJECT CI2614 - VINEWOOD SKATE PARK

SUMMARY:

This Ordinance approves a Donation Agreement between the City and Morning Star Creations, Inc. related to the donation of skate park improvements to be installed at Vinewood Park, and budgets and appropriates grant funds received by Morning Star Creations from the Colorado Health Foundation in the amount of $70,000 into a new project account, CI2614 - Vinewood Park Skate Improvements

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Morning Star Creations applied for and was awarded a $70,000 grant from the Colorado Health Foundation, providing funding to install skate park improvements (e.g., ramps) at Vinewood Park located on the southeast corner of Vinewood Lane and Canterbury Lane.

FINANCIAL IMPLICATIONS:

As a condition of entering into the Donation Agreement, Morning Star Creations has agreed to provide the full amount of the Colorado Health Foundation grant funding ($70,000) to the City to be budgeted and appropriated into a new project account,

Docusign Envelope ID: 1FCE3BCB-A728-8FE2-8136-D115C1F06A56

CI2614 - Vinewood Park Skate Improvements. Upon execution of the agreement, an initial payment of one-third of the funds will be paid to Morning Star Creations to cover initial project material costs. Additional progress payments will be paid to Morning Star Creations as work is completed.

Upon completion and acceptance of the newly-installed work, the improvements will become property of the City.

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 Morning Star Creations.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Vinewood Skate Park Improvements Agreement - Final Clean (260506)
2. Skate Park Drawings - Exhibit A
3. Exhibit B - Volunteer Acknowledgement and Release Form

Docusign Envelope ID: 1FCE3BCB-A728-8FE2-8136-D115C1F06A56

ORDINANCE NO. 11182

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A DONATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND MORNING STAR CREATIONS, INC., A COLORADO CORPORATION; CREATING A NEW PROJECT ACCOUNT CI2614 - VINEWOOD SKATE PARK; AND ACCEPTING, BUDGETING, AND APPROPRIATING FUNDS IN THE AMOUNT OF $70,000.00 INTO PROJECT CI2614 - VINEWOOD SKATE PARK

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

SECTION 1.

The Donation Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Morning Star Creations, Inc., a Colorado 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.

Project Account CI2614 - Vinewood Park Skate Improvements is hereby established.

SECTION 4.

Funds in the amount of $70,000.00 are hereby accepted and budgeted and appropriated into Project Account CI2614 - Vinewood Park Skate Improvements.

SECTION 5.

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 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 May 11, 2026.

Final adoption of Ordinance by City Council on May 26, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: 1FCE3BCB-A728-8FE2-8136-D115C1F06A56

Action by the Mayor:

☒ Approved on 05/27/2026.

☐ 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:
Clyde Bishop
F1C1AF8727B149A...
City Clerk

ACCESS AND DONATION AGREEMENT

THIS ACCESS AND DONATION AGREEMENT ("Agreement") is hereby entered into this ___ day of _____, 2026 by and between the City of Pueblo, a Colorado municipal corporation ("City"), and Morningstar Creations, Inc. (“Donor”). City and Donor may be individually referred to herein as “Party” or collectively referred to as “Parties.”

WITNESSETH:

WHEREAS, Donor has received a grant award from the Colorado Health Foundation entitled the “Great Push Project” in the amount of $70,000.00 to create a skateable art structure in Vinewood Park; and

WHEREAS, City agrees to allow access to the Premises as herein defined for the purpose of such installation and to accept ownership of the improvements contemplated by this Agreement subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and all other covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all Parties agree as follows:

1. The following terms as used in this Agreement shall have the following meanings:

   “Effective Date” refers to the date of this agreement and means the date of final signature of any of the Parties to this Agreement, whichever is latest.

   “Installation Date” means the date set forth in the Schedule for which the installation of the Improvements shall commence.

   “Installation Deadline” means a date 180 calendar days from the Installation Date, unless such date is extended in writing by the Director of Public Works, which extension shall be made at the sole discretion of said Director, such extension to not be unreasonably withheld.

   “Maintenance and Repair Services” means, without limitation, all actions required so that the Improvements are kept and maintained in a good, clean, safe and operable condition consistent and in compliance with all applicable laws, ordinances, and regulations including but not limited to repairing damage to the Improvements attributable to workmanship or material defects. Maintenance and Repair Services excludes work to repair damage caused by vandalism, graffiti, or damage by a motor vehicle.

   “Premises” means the designated area at Vinewood Park where the Improvements will be installed as indicated in Exhibit A, which is attached hereto and incorporated herein.

   “Improvements” means the approved skate park improvements and other installed ancillary improvements which are located upon the Premises and which may be necessary for the safe public enjoyment of and access to the Improvements as indicated in Exhibit A.

"Schedule" means the schedule for installation of the Improvements as required by this Agreement.

2. Within ten (10) days of the Effective Date of this Agreement, Donor shall provide City with the Schedule. The Schedule shall be subject to review and approval by City, such approval to be provided within thirty (30) days of delivery of the Schedule. Following approval of the Schedule by City, any subsequent changes must be approved by City before installation may commence. It is expressly acknowledged and agreed that the placement or location of the Improvements upon City property or within a public right-of-way must be approved by the City's Director of Public Works.

3. Prior to installation of said improvements, Donor shall submit stamped engineer plans and details to the City for approval, or in the alternative Donor and City shall collaborate with one another for the procurement of such stamped engineer plans.

4. Donor shall work closely with the City's Director or designated staff of the Parks and Recreation Department and coordinate access to the site, planned improvements, method of excavation, demolition, schedule, and final appearance of the site and all improvements.

5. Subject to and conditioned upon the approval of the Schedule and payment to and receipt by City of Seventy Thousand Dollars ($70,000), City agrees to allow Donor to install the Improvements (or to have the Improvements installed) upon the Premises.

6. Indemnity and Insurance.

a. The Donor shall not commence work under this Agreement until Donor has obtained at their own expense and without cost to the City all insurance required under this paragraph and such insurance has been approved by the City Attorney, nor shall the Donor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The Donor shall maintain such insurance until the final acceptance by the City of all construction covered by the Agreement.

i. Commercial General Liability Insurance: The Donor 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 Donor with respect to all work performed by them and all their subcontractors under the Agreement, to be written on a Commercial General Liability policy form CG 00 01. 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 be endorsed naming the City of Pueblo, its agents, officers, and employees as additional insureds.

ii. Comprehensive Automobile Liability Insurance: The Donor shall procure and maintain during the period of the Agreement and for such additional

time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Donor from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes, and similar equipment whether owned, leased, hired, or used by Donor.

iii. Workers' Compensation Insurance: The Donor shall procure and maintain during the period of this Agreement and for such additional time as work on this project is being performed, Workers' Compensation Insurance, including Occupational Disease Provisions, fully complying with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado. Such insurance shall be obtained notwithstanding that Donor may have no employees as defined under said Act or that Donor might otherwise avail itself of an exemption under the Act from any legal requirement to obtain such coverage. Such insurance shall cover all employees of Donor performing work on the project irrespective of whether such employees may be shareholders, managers, partners or owners of Donor or exempt employees under the Act. If any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected by the Workers' Compensation Statute, the Donor shall provide, and similarly shall cause each subcontractor to provide, special insurance for the protection of such employees not otherwise protected. Workers' Compensation policy shall contain an endorsement waiving subrogation against the City.

iv. Any subcontractor performing work for the Donor under the Agreement shall provide certificates of insurance protection to the Donor and to the City of Pueblo, Colorado, of the same type and in the same amounts as required by the Donor.

v. The insurance coverage enumerated in the above subparagraphs constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the Donor under the terms of the Agreement to the exposure or detriment of the City. The Donor shall procure and maintain, at their own cost and expense, any additional kinds and amounts of insurance that, in their own judgement, may be necessary for their proper protection in the prosecution of the work.

vi. Certificates of Insurance for Workers' Compensation Insurance, Commercial General Liability Insurance, and Comprehensive Automobile Liability Insurance shall be filed with the City within fourteen (14) days of the execution of the Agreement. Said insurance shall not thereafter be canceled, permitted to expire, or be changed without 30 days' advance written notice to the City.

b. Donor agrees to defend, hold harmless, and indemnify, the City and its officers, employees, and agents, from any and all claims and liability, including reasonable attorney's fees and costs, for injuries, death, or damages to any person, arising from or in any way connected with the installation of the Improvements, Maintenance and Repair Services, access granted herein or any default or breach of any term of this Agreement by Donor 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 Donor's indemnification obligation in this Section.

7. Upon installation of the Improvements by Donor and written acceptance of the installed Improvements by City, ownership of the Improvements and all intellectual property rights, including design and copyright, shall be conveyed to and become the property of City. Risk of loss or damage to the Improvements will be borne by Donor until the Improvements are installed and accepted by City.

8. Maintenance and Repair Services. For one (1) year following the City's acceptance of the installed improvements, Donor agrees to perform Maintenance and Repair Services for the Improvements at its sole expense. Such Maintenance and Repair Services described in this paragraph 8 is expressly limited to minor repair work necessary and resulting from the original installation, and shall not extend to damage, vandalism, or other damages to the installed improvements that are not proximately caused by the installation itself.

9. Payments. Donor may submit an initial invoice not to exceed $23,333.33 upon City's approval of the Schedule (ref. Paragraph 2). Excepting only the initial invoice and payment, the City will not approve any invoice for total cumulative payments exceeding the value of work installed. Donor shall submit a second invoice upon completion of 66% of the work being installed in an amount not to exceed $23,333.33 (cumulative payments of $46,666.66). Donor shall submit a third invoice upon completion of 100% of the work being installed in an amount not to exceed $19,833.34 (cumulative payments of $66,500.00). Donor shall submit a fourth and final invoice at the same time the third invoice is submitted in an amount not to exceed $3,500.00 (cumulative payments of $70,000.00). The fourth and final invoice will be reviewed by the City simultaneously with the third invoice, but the fourth invoice payment will be withheld to allow the City adequate time to notify suppliers, vendors, subcontractors, and other potential interested parties of a period of time to bring any final claims related to the work contemplated under this Agreement.

10. Final Inspection and Acceptance.

a. Inspection Process.

i. Upon completion of the skate park improvements, the Donor shall notify the City of Pueblo in writing that the work is ready for final inspection.

ii. The City shall, within three (3) business days of receiving such notice, conduct a thorough inspection of the improvements to ensure compliance with the agreed-upon plans, specifications, and applicable standards.

b. Criteria for Acceptance.

i. The improvements shall be deemed acceptable if they meet the following criteria:

1. Full compliance with the approved plans and specifications attached as Exhibit A to this Agreement.

2. Adherence to all applicable safety, construction, and accessibility standards, including but not limited to City of Pueblo Standard Construction Specifications and Standard Details, ADA compliance (42 U.S.C. 12101 [12131] et seq.), and local building codes.

3. Absence of material defects or deficiencies that would impair the functionality, safety, or intended use of the skate park improvements.

c. Deficiency Resolution.

i. If the City identifies any deficiencies or non-compliance during the inspection, the City shall provide the Donor with a written list of such deficiencies within two (2) business days of the inspection.

ii. The Donor shall, at its sole cost and expense, correct all identified deficiencies within five (5) business days (or as otherwise agreed upon in writing by the Parties).

iii. Upon correction of the deficiencies, the Donor shall notify the City in writing, and the City shall conduct a re-inspection within three (3) business days.

d. Final Acceptance.

i. The City shall issue a written notice of final acceptance to the Donor upon determining that the improvements meet all criteria for acceptance.

ii. Title to the improvements and risk of loss or damage to the improvements, shall transfer to the City upon issuance of the final acceptance notice, or in the alternative after the passage of fourteen (14) calendar days from the date the Donor notifies the City of the work's readiness for inspection.

e. Timeline for Inspection and Acceptance. The entire process of inspection, deficiency resolution, and final acceptance shall be completed within fourteen (14) calendar days from the date the Donor notifies the City of the work's readiness for inspection, unless otherwise agreed in writing by the Parties.

6. If Donor fails to install the Improvements prior the Installation Deadline, City's obligations under this Agreement shall terminate, and Donor shall return the Premises to its original condition

except Donor shall not be responsible for removing any installed landscaping improvements.

7. If Donor is unable or unwilling to provide Maintenance and Repair Services, or if Improvements become a nuisance or hazard during this same period, or if Improvements are damaged and repair or restoration costs exceed reasonable economic value for the replacement of the Improvements, City may remove and dispose of the Improvements at its sole discretion and at the City's sole cost.

8. No term or provision of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, benefits, rights, protections, or any other provision of the Colorado Governmental Immunity Act, sections 24-10-101 and 120, C.R.S., as amended, or any other law granting immunity to the City and each of its respective officers and employees.

9. No volunteer shall perform any work with respect to the Improvements or allowed access to the Premises during construction of the Improvements unless such volunteer has been approved by City and executed the Acknowledgment and Release Agreement attached hereto, labelled Exhibit B and herein incorporated.

10. This Agreement sets forth all understandings and agreements between the Parties relating to the subject matter hereof. No modification or amendment to this Agreement shall be valid unless set forth in writing and approved by the Parties. No verbal representation, agreement or understanding by any officer or employee of the City, either before or after execution of this Agreement, shall modify or amend any of the terms and provisions of this Agreement.

11. The provisions of this Agreement are for the benefit of the named Parties only, and no third party shall have any right or remedy hereunder or the right to enforce any provision of this Agreement.

12. This Agreement shall be construed in accordance with and be governed by the laws of the State of Colorado without regard to conflict of law principles.

13. Time is of the essence hereof. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, provided Donor may not assign this Agreement or any interest herein without the express written consent of City.

14. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the other provisions of this Agreement which shall remain in full force and effect.

15. 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.

16. In the event of any litigation arising under this Agreement, the court shall award to the prevailing Party its costs and reasonable attorney fees. Exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado and each Party submits to the personal and subject jurisdiction of such District Court. To the fullest extent permitted by law, the Parties hereby waive their right to a trial

by jury.

17. This Agreement may be executed in one (1) or more counterparts, and each such counterpart shall be deemed for all purposes to be an original, and all such counterparts shall together constitute but one and the same original.

******SIGNATURE PAGE FOLLOWS******

SIGNATURE PAGE

ATTEST:

By:_____
Clyde Bishop, City Clerk

[S E A L]

CITY OF PUEBLO

By: _____
Mayor Heather Graham

Approved as to form:

_____
City Attorney

MORNINGSTAR CREATIONS, INC.

By: _____
Name: _____
Title: President

Date: _____

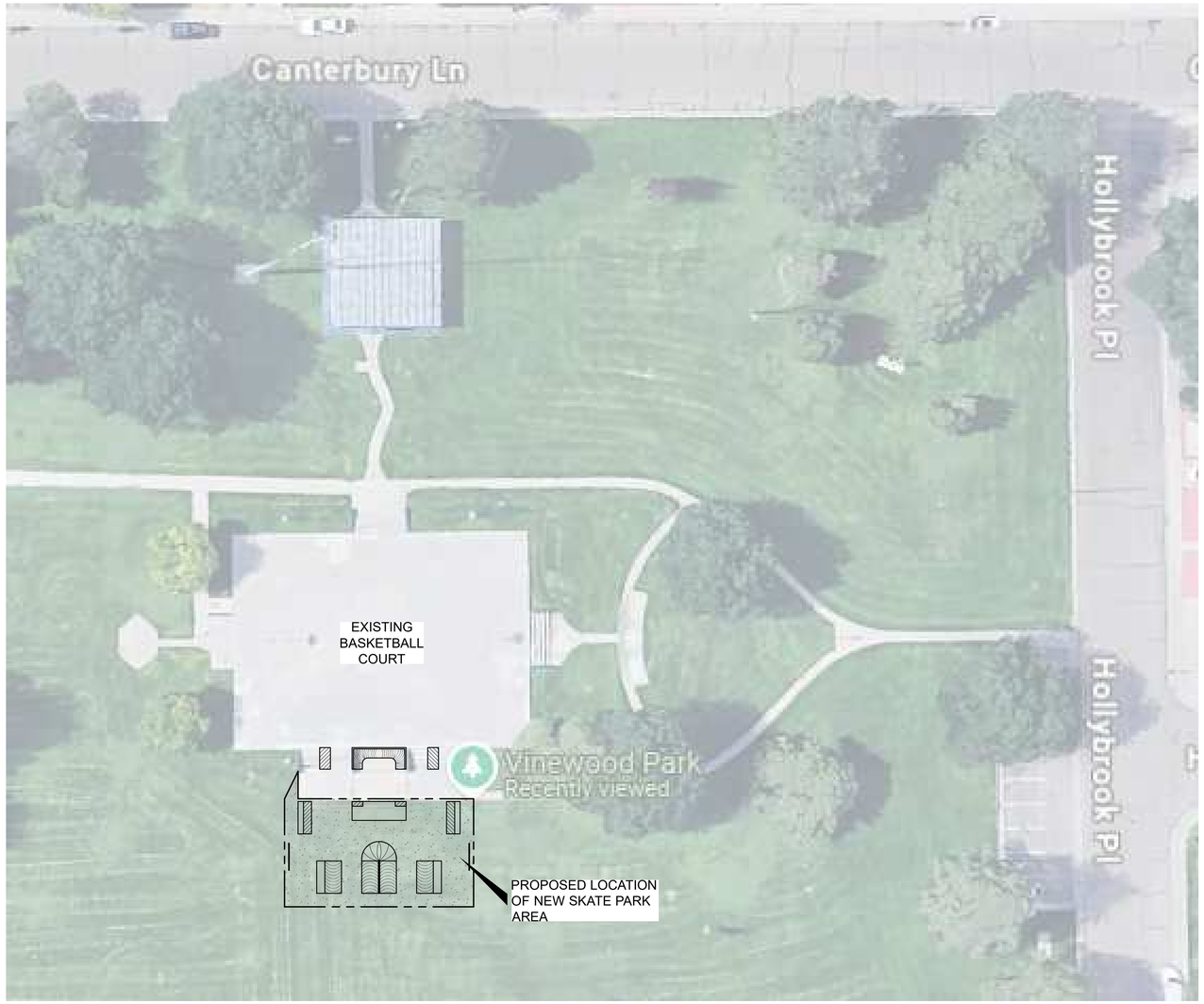
STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, President of Morningstar Creations, Inc.

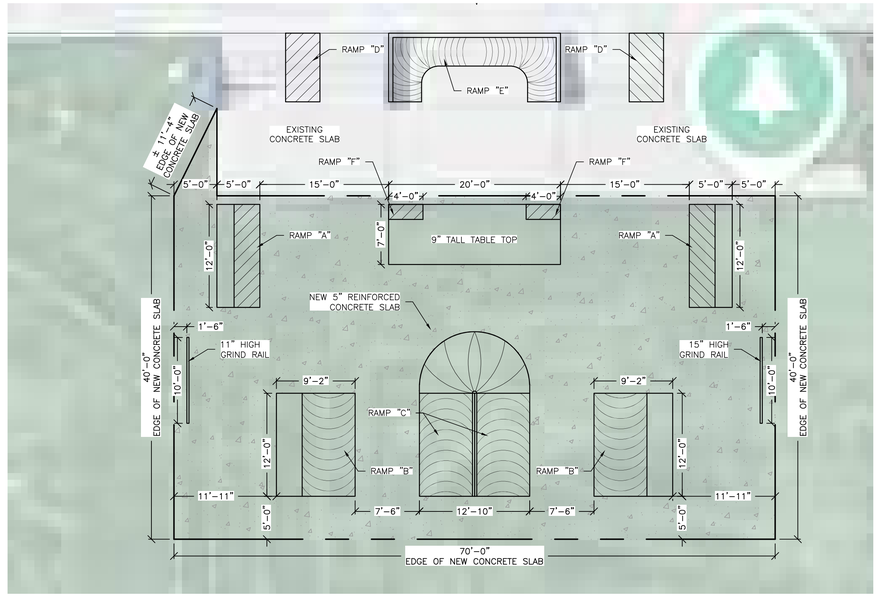
Witness my hand and official seal. [S E A L]

My commission expires _____.

_____
Notary Public



SITE PLAN
SCALE – 1" = 300'



SKATE PARK LAYOUT PLAN
SCALE – 1" = 100'

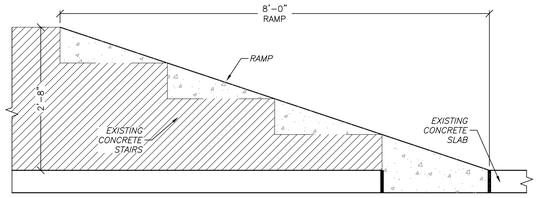
811 Know what's below. Call before you dig.

PROPERTY BOUNDARY NOTE

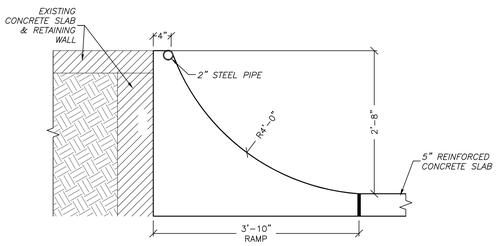
THE PROPERTY BOUNDARY SHOWN ON THIS PLAN IS FROM AVAILABLE DATA FROM PUEBLO COUNTY AND IS NOT BASED ON A PROFESSIONAL SURVEY OF ANY KIND.

GAGLIANO ENGINEERING, INC. PROVIDES NO WARRANTIES FOR THE LOCATION OF INSTALLATION OF THIS SKATE PARK, CONCRETE SLABS, OR ANY RELATED ELEMENT IN RELATION TO PROPERTY BOUNDARIES, IRRIGATIONS SYSTEMS, OR UTILITY LINE.

NOTE:
SCOPE OF WORK INCLUDES NEW 5" CONCRETE SLAB AND SKATE PARK ELEMENTS



RAMP "D" SECTION
SCALE – N.T.S.



RAMP "E" SECTION
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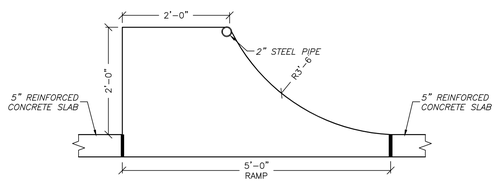

RAMP "A" SECTION
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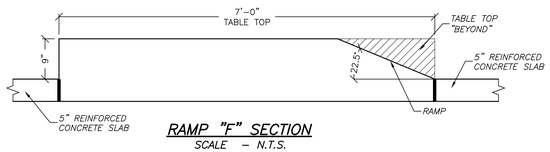

RAMP "F" SECTION
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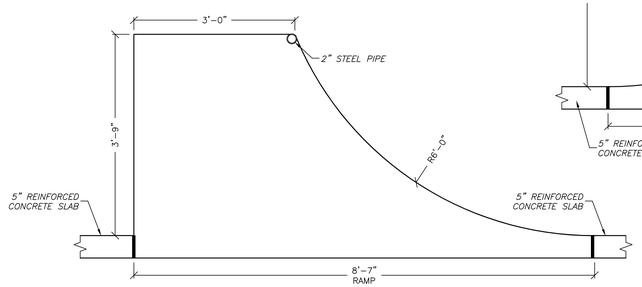
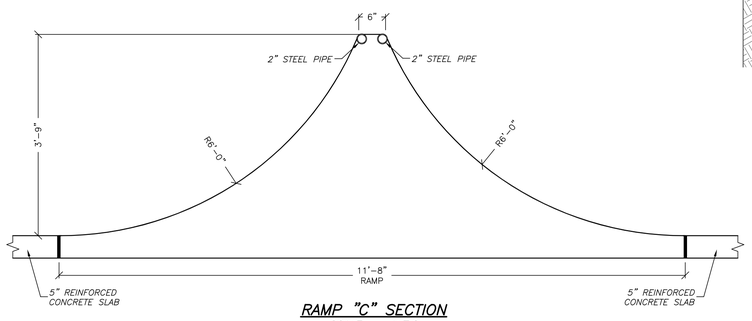


RAMP "B" SECTION
SCALE – N.T.S.



RAMP "C" SECTION
SCALE – N.T.S.

ATTENTION!
REPRODUCTION OF THIS DRAWING MAY HAVE CAUSED DISTORTION

REVISIONS		
#	Date	Comment
1	--	--

PERMIT SET

Gagliano Engineering, Inc. - (719) 547-7073
MAIL: P.O. Box 2520, Pueblo, CO 81004
OFFICE: 1740 Eagleridge Blvd. Suite #150, Pueblo, CO 81008

COLORADO REGISTERED 37210 02/12/25 PROFESSIONAL ENGINEER

VINEWOOD SKATE PARK
RAMP PLAN
3832 CANTERBURY LN.
PUEBLO, CO 81005

PROJECT NO.: 2024-193
DRAWN BY: jdg
CHECKED BY: jvg
SCALE: as shown
DRAWING NO.: 2024-193Fnd.dwg
DATE: 02/12/25
SHEET NO.: S1

EXHIBIT B
ACKNOWLEDGEMENT AND RELEASE AGREEMENT – CITY OF PUEBLO

In consideration of the City of Pueblo ("City") permitting Volunteer access to City property ("Project Site") for the purposes of participating in Morning Star Creations Inc.'s Great Push Project ("Project"), Volunteer acknowledges and agrees as follows:

1. I understand that I am not a City employee; I am not entitled to any benefits as a city employee; I shall not be paid any amounts by City with respect to the Project; and I am not covered by City's Worker's Compensation Insurance for any injury or loss.

2. I fully understand that my participation in the Project including expressly performance of construction and other activities at the Project Site are dangerous and involve risk of serious injury, death, and/or property damage.

3. The City and its officers, employees, agents, and independent contractors, ("Released Parties") make no representations, promises or guarantees as to the quality, standard, safety, or fitness of Project or Project Site, for any purpose whatsoever.

4. The Released Parties make no representations, promises or guarantees as to the availability, sufficiency, quantity, quality, standard, or fitness of any safety measures that may or may not be present at the Project Site, including but not limited to guard rails, barriers, signs, instruction, equipment, supervision, first aid, police officers, firefighters, and emergency medical technicians available to respond to the Volunteer's requests, or other personnel and devices to promote safety, prevent injuries, or treat injuries.

5. The Released Parties do not assume or undertake any duty of care or safety toward Volunteer, including but not limited to any duty to prevent injury, death, or property damage or loss to Volunteer or to make the Project Site reasonably safe for Volunteer's presence, use or activities. The Released Parties expressly disclaim any such duty. Volunteer is solely responsible for his or her own safety and care.

6. Volunteer 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 the Released Parties in any court or tribunal, based on contract, tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, costs, or property damage or loss that Volunteer may suffer, as a result of Volunteer's presence at the Project Site and participation in the Project.

7. This Acknowledgement and Release Agreement shall be binding on Volunteer and his or her heirs, personal representatives, executors, assigns, guardians, conservators, next friend, and attorneys.

I HAVE READ THE FOREGOING ACKNOWLEDGEMENT AND RELEASE AGREEMENT. I UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGN THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY COERCION OR INDUCEMENT OTHER THAN THE CONSIDERATION STATED IN THE AGREEMENT.

VOLUNTEER'S NAME (PLEASE PRINT)	VOLUNTEER'S AGE
VOLUNTEER'S SIGNATURE	DATE SIGNED

PARENT OR LEGAL GUARDIAN ACKNOWLEDGEMENT (IF UNDER THE AGE OF 18)

I represent and warrant that I am the parent or legal guardian of the individual who signed the foregoing Acknowledgement and Release Agreement ("Minor") and that I have received, read, and understood the foregoing Acknowledgement and Release Agreement. I fully consent to and voluntarily authorize the Minor to execute said Acknowledgement and Release Agreement and agree all provisions of the foregoing provisions of the Acknowledgement and Release Agreement shall be regarded as made by me on behalf of the Minor and shall be binding on me and the Minor.

NAME (PLEASE PRINT)	RELATION TO MINOR
SIGNATURE	DATE SIGNED

Elected Official Ethics Complaint

E-26-2

Submitted On: Apr 29, 2026

Applicant

Deric Stowell
[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:
Deric Stowell

Street Address:
[redacted]

City:
Pueblo

State:
CO

Zip Code:
[redacted]

Email:
[redacted]

Phone Number:
[redacted]

Complaint Details

Person against whom you are alleging the complaint:
Joe Latino

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:
City of Pueblo Board and Commissions, Sec. 1-9-1. - Legislative declaration, (2) 5 "Respectability. Safeguard public confidence in the integrity of government by being honest, fair, caring and respectful, and by avoiding conduct creating the appearance of impropriety or which is otherwise unbefitting a public servants".

Date of official act

04/16/2026

What official act was taken?

It was suggested by Police officers that i come here to make an official complaint.

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

To the Office of the Mayor
City of Pueblo CO
1 City Hall Place
Pueblo CO 81003

Madam Mayor;

On April 16, at 4:03 pm, I had just left my work and came down Center City Street. and observed a firetruck at the entrance to Center City Plaza, with lights flashing. I also saw Joe Latino, yelling and gesturing in an angry manner, at the firemen. Shortly after, while I was on the sidewalk, about to enter an establishment, I saw Joe come around the corner in his car, stopped in the middle of the street, and he said something I could not hear. He just stared at me, clearly angry, and then left. He then circled the block again, as I went inside, and two other individuals who witnessed him saying, "I'm going to drop him". Which prompted me to call 911 and report him for harassment. While I'm on the phone with the 911 dispatcher, he came back and circled the block again. Still with an angry scowl on his face. The police came by, and I reported the incident to them. It was suggested that as a resolution, I contact the Mayors office to report his actions. And so here we are.

I have known Joe Latino for many years; at least since I first came to Pueblo in 2013. Recently, I have also been hearing stories of him yelling at authorities, Firemen, and Police. I also remember a story about him abusing the 911 lines for non-emergency issues: (https://krdo.com/news/2025/08/12/pueblo-city-councilman-accused-of-abusing-911-line-but-the-case-points-to-larger-conflict/)

I have always thought that public officials should be held to a higher standard, as evidenced in the City of Pueblo Board and Commissions, Sec. 1-9-1. - Legislative declaration, (2) 5 "Respectability. Safeguard public confidence in the integrity of government by being honest, fair, caring and respectful, and by avoiding conduct creating the appearance of impropriety or which is otherwise unbefitting a public servants".

Joe Latino clearly seems to think that societal rules do not apply to him. Acting like a gangster in public to the citizens of the City of Pueblo should warrant some kind of disciplinary action. I sincerely hope that the rest of the Council and the Mayor's office have enough will to act accordingly.

Thank you,

Deric Stowell
[redacted]